

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2010, at Sarasota, Florida by and between the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as "CITY" and The School Board of Sarasota County, a body politic, hereinafter referred to as "TENANT":

WITNESSETH:

WHEREAS, CITY is the owner of an improved parcel of real property located at 2706 North Osprey Avenue; and

WHEREAS, TENANT desires to use a substantial portion of the improved real property as the location for provision of technical training through the Sarasota County Technical Institute; and

WHEREAS, CITY desires to permit TENANT to use a significant portion of the improved real property pursuant to the terms and conditions set forth in this Lease Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:

1. **Definitions:** The following terms, as used in this Lease Agreement, shall have the meanings ascribed to them herein:

- a. **CITY Manager** shall mean the City Manager of the City of Sarasota, or his designee.
- b. **Leasehold** shall mean approximately the southern 80% of that improved parcel of real property located at 2706 North Osprey Avenue described as follows:

Lots 19, 21 and 22, less the south 10 feet of Lots 21 and 22 for road right of way, Block G, Newtown Heights, as per plat thereof recorded in Plat Book 1, Page 108, Public Records of Sarasota County, Florida.

The Leasehold is included within Parcel ID No. 2020-16-0010. The Leasehold shall include the southern approximately 80% of the existing improvements in the nature of a concrete block building constructed upon the real property. Attached hereto and incorporated herein as Exhibit A is a sketch of the entire parcel of improved real property. The southern approximately 80% thereof which shall be the Leasehold is depicted by the dark arrows and lines shown on Exhibit A.

2. **Grant of Leasehold:** CITY does hereby lease to TENANT and TENANT does hereby accept from CITY, in its as is condition, the Leasehold.

3. **Term:** The term of this Lease Agreement shall commence upon complete execution by the parties. As such, the first day of the term of the Lease Agreement shall be the date this Lease Agreement is signed by the last party to execute same, i.e. the Start Date. The initial term of the Lease Agreement shall be for a period of two (2) years from the Start Date. Thereafter, this Lease Agreement shall convert to a month-to-month term. In all instances, the term of this Lease Agreement shall be subject to the cancellation and default provisions hereof.

4. **Rental Amount:** The annual rent shall be the sum of One Dollar (\$1.00) payable annually, with the first payment to be made upon the Start Date. The annual rent payment for the second year of the term shall be due and payable on the anniversary date of the Start Date of the term of the Lease Agreement. At such time as the term of this Lease Agreement converts to a month-to-month tenancy, the rental amount shall be the sum of One Dollar (\$1.00) per month payable on the first calendar day of each month during the term of this Lease Agreement. The faithful performance by TENANT of the terms, conditions and covenants contained herein shall be deemed to be valuable additional consideration for the grant of this Lease Agreement.

5. **Use of Leasehold:** TENANT shall use the Leasehold to provide technical training through the Sarasota County Technical Institute. Use of the Leasehold shall, at all times, be consistent with applicable zoning regulations. The City Manager shall have the right to inquire, from time to time, into the conduct of the operations, activities and services of TENANT in order to insure that the services being provided by TENANT are in conformity with the purposes and intent of this Lease Agreement.

6. **Improvements and Fixtures:** Existing improvements shall at all times be and remain the property of CITY, but the same may be used and occupied by TENANT so long as, but only so long as, used consistent with the restrictions set forth in Section 5 above. TENANT shall not commit, nor suffer to commit, waste to the Leasehold, ordinary wear and tear excepted. By approval of this Lease Agreement, CITY specifically authorizes TENANT to make significant improvements to the Leasehold so as to bring the structure up to TENANT'S standards applicable to training classes. CITY will provide TENANT funding not to exceed Thirty Thousand Dollars (\$30,000.00) for these improvements to the Leasehold. TENANT shall be financially responsible for any improvement costs in excess of said Thirty Thousand Dollars (\$30,000.00). CITY shall pay these funds within thirty (30) days of receiving invoices from TENANT reflecting these expenditures. TENANT shall not construct any other improvements in addition to the improvements described above, nor shall TENANT alter, change or otherwise improve the existing improvements, without the prior written consent of the City Manager. Consent to any additional improvements shall be solely within the discretion of the City Manager and upon such terms and conditions as the City Manager shall, in his sole discretion, deem necessary. Consent may be withheld unless TENANT agrees to all terms and conditions imposed by the City Manager as a condition precedent to the granting of the written consent. If deemed necessary, the City Manager may request City Commission approval of future improvements. TENANT is, however, authorized to make "minor improvements" upon the Leasehold without prior approval. "Minor improvements" shall mean any work, installation, construction, repairs or the like on the Leasehold which does not require a permit from any federal, state or local government or regulatory agency or the total cost of which does not exceed \$60,000.00. All minor improvements shall be consistent with the purposes of this

Lease Agreement. The provisions of this paragraph shall not apply to repairs to existing improvements.

7. **Payment of Taxes:** TENANT shall promptly pay and discharge as they become due all ad valorem taxes and any special assessments that may be levied by any governmental authority, against all or any part of the Leasehold. Should the State of Florida determine that this Lease Agreement, or the activities of TENANT, are subject to sales tax, TENANT shall be solely responsible for remitting to the State of Florida said tax, to include delinquent amounts claimed due, penalties and interest, if any. TENANT shall be solely responsible for applying for any available exemption from the payment of said taxes and obtaining same.

8. **Permit Fees, Impact Fees, etc.:** TENANT shall be responsible for obtaining, at its sole expense, all permits required, or in any other way pertaining to, the Leasehold.

9. **Utilities:** TENANT shall fully and promptly pay for all water, sewer, electrical power and telephone service as well as any and all other public utilities furnished to the Leasehold and existing improvements thereon, throughout the entire term of this Lease Agreement.

10. **Management of Leasehold and Improvements:** TENANT shall be solely responsible for the management and conduct of all operations and activities on the Leasehold.

11. **Maintenance:** TENANT, at TENANT'S sole expense, shall make all minor repairs necessary to keep the Leasehold and all existing improvements, new improvements and renovations including, but not limited to walls, windows and glass, roof, plumbing, electric and structural components in a state of good repair and in a properly sanitary condition for the entire term of this Lease Agreement. Minor repairs are defined as those

costing \$2,500 or less to complete. In the event repairs greater than \$2,500 are necessary, TENANT shall have the option to make the repairs at its expense, or to terminate the Lease Agreement with no further obligation. TENANT shall maintain the grounds, any playground area and parking area in a properly neat condition at all times. TENANT shall be responsible for regular lawn mowing services in and around the Leasehold. TENANT shall be responsible for any desired pest control services. TENANT shall be responsible for cleaning of the Leasehold as well as the surrounding grounds.

12. **Security:** TENANT shall install security alarms for the security of the Leasehold. Such security shall be at TENANT's sole expense.

13. **Compliance With Applicable Law:** TENANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

14. **Compliance With Americans With Disabilities Act:** TENANT shall have the sole responsibility to comply with the Americans With Disabilities Act of 1990 (42 USC Section 12101, et seq.), as well as any other regulations, whether local, state or federal pertaining to persons with disabilities.

15. **Insurance:** TENANT shall provide to the City Manager evidence of liability protection through TENANT'S self-insurance program.

16. **Improvements to Become Property of CITY; Removal of Trade Fixtures:**
Every improvement of any nature whatsoever erected or placed upon the Leasehold, by TENANT or any other person or entity, shall become the property of CITY upon the normal expiration of this Lease Agreement or any renewal term, or upon its earlier termination or cancellation pursuant to various provisions hereof at no cost to CITY and without any liability to TENANT of any nature whatsoever. TENANT shall have the right to remove all of its trade fixtures, including its tangible personal property, upon the normal expiration of

this Lease Agreement or any renewal term. However, should any existing improvement be damaged by TENANT in effectuating such removal, said damage shall promptly be repaired by TENANT at its sole expense or in lieu of making prompt repairs, CITY shall be fully indemnified by TENANT for any such damage. Should TENANT fail to remove any trade fixtures or tangible personal property within thirty (30) days after the termination of this Lease Agreement, then the same shall become the property of CITY and CITY shall have the right to retain such property or to dispose of same in any manner deemed appropriate, without any liability to TENANT therefore.

17. **Pledge, Assignment or Encumbrance:** TENANT shall not assign, transfer, sublet, pledge or encumber the Leasehold.

18. **Abandonment or Suspension of Use:** Should TENANT voluntarily abandon the Leasehold, or should TENANT suspend its activities or discontinue its use of the Leasehold for any reason whatsoever for a period of sixty (60) consecutive days, CITY may, at its option, terminate this Lease Agreement by giving TENANT notice of such termination. Said notice shall specify the effective date of termination, which shall be no more than thirty (30) days following the date of the written notice, but may be less.

19. **Default:** TENANT acknowledges that the terms, conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to CITY entering into this Lease Agreement. Should TENANT fail to perform any term, condition, covenant or requirement on its part to be kept, the City Manager may declare a default by giving written notice thereof to TENANT, specifying those acts or things which have created a default in the terms of this Lease Agreement. TENANT shall not be deemed in default if TENANT takes prompt steps to cure within 15 days of the date of the notice of default. If the default cannot be cured within 15 days, TENANT shall give CITY notice of

the steps necessary to cure the default with due diligence. TENANT covenants to promptly complete such cures. If the default is failure to pay money, the minimum time allowed to cure the default shall be 3 business days. Should the default remain upon expiration of the time granted to cure same, the City Manager may terminate this Lease Agreement by written notice of termination, said notice specifying the time and date of termination. In the event of such default, which has not been cured, CITY may take possession of the Leasehold and shall have the right to remove all persons therefrom. On termination after default, CITY shall have all right, title and interest in and to the Leasehold.

20. **Normal Expiration of Leasehold Term:** TENANT shall voluntarily quit its use of the Leasehold and shall return the Leasehold to CITY on the expiration of this Lease Agreement. The Leasehold shall be surrendered to CITY in as good a state and condition as at the commencement of this Lease Agreement, ordinary wear and tear excepted. Upon the date of such expiration, CITY may take possession of the Leasehold and shall have the right to remove all persons therefrom. In such event, CITY shall have all right, title and interest in and to the Leasehold. The City Manager shall not be required to provide notice to TENANT to quit the Leasehold upon the expiration of the Lease Agreement. However, the City Commission may, at its sole discretion, upon written request of TENANT, allow TENANT to hold over upon expiration of this Lease Agreement under such terms and conditions as the City Commission shall deem warranted.

21. **Holdover by Tenant:** Should TENANT remain in possession of the Leasehold with the consent of CITY after natural expiration of this Lease Agreement, including extensions, and any renewal thereof, a new tenancy from month to month shall be created between CITY and TENANT which shall be subject to all the terms and conditions hereof,

but shall be terminable on thirty (30) days written notice served by either CITY or TENANT on the other party.

22. **Right of Inspection:** The City Manager shall have the right at all reasonable times during the term of this Lease Agreement and any renewal thereof to enter the Leasehold for the purpose of inspecting same and ensuring that the services provided by TENANT are in conformity with the purposes and intent of this Lease Agreement, and while doing so CITY shall make every reasonable attempt to conduct such inspection at times so as not to disrupt the operation of TENANT or unnecessarily inhibit TENANT's right to quiet enjoyment of the Leasehold.

23. **TENANT's Distinctive Service:** CITY has granted this Lease Agreement to TENANT in reliance upon the distinctive services that TENANT can provide which benefit the citizens of CITY. This distinctive service is part of the justification for CITY granting this Leasehold for the rental amount set forth in Section 4 of this Lease Agreement.

24. **Joint Venture:** TENANT and CITY warrant and represent that by the execution of this Lease Agreement it is not the intent of the parties that the use of the Leasehold be construed or deemed to represent a joint venture or undertaking between CITY and TENANT.

25. **Quiet Enjoyment:** CITY covenants that upon paying the rent and performing the covenants herein contained, TENANT shall peacefully and quietly have, hold and enjoy the Leasehold for the agreed term.

26. **Condition of Premises:** TENANT stipulates that the Leasehold has been examined and that it is, being leased "as is", subject to the improvements described in Paragraph 6, above.

27. **Binding Effect:** This Lease Agreement shall be binding upon the respective successors of the parties hereto.

28. **Waiver:** The failure of CITY to take any action with respect to any breach of any term, covenant or condition contained herein, or any instances of default, shall not be deemed a waiver of same, and the subsequent acceptance of rent or further performance hereunder from TENANT shall not be deemed a waiver of any default or breach by TENANT.

29. **Remedies-Cumulative:** All remedies hereinbefore and hereafter conferred on CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

30. **Notices:** Notices required by or related to this Lease Agreement shall be sent by United States Registered or Certified Mail, Return Receipt Requested, postage pre-paid.

Notices to CITY shall be sent to:

City Manager
City Hall
1565 First Street
Sarasota, FL 34236

Notices to TENANT shall be sent to:

The School Board of Sarasota County Florida
1960 Landings Boulevard
Sarasota, FL 34231
Attn: Office of Superintendent

IN WITNESS WHEREOF, this Lease Agreement was signed and sealed in duplicate by the respective parties hereto.

DATED this _____ day of _____, 2010, by the City of Sarasota, Florida.

DATED this _____ day of _____, 2010, by The School Board of Sarasota County Florida.

City of Sarasota, Florida

By: _____
Kelly M. Kirschner, Mayor

Attest:

City Auditor and Clerk

**The School Board of Sarasota
County Florida**

By: _____
Shirley Brown, as its Chair

Witnesses as to execution on behalf
of The School Board of Sarasota
County Florida

Witness

Print Name

Witness

Print Name

Approved as to form and
correctness:

City Attorney

School Board Attorney

Secondary Route
Primary Route

SARASOTA COUNTY
SCHOOL BOARD

Parking Area

LEASEHOLD

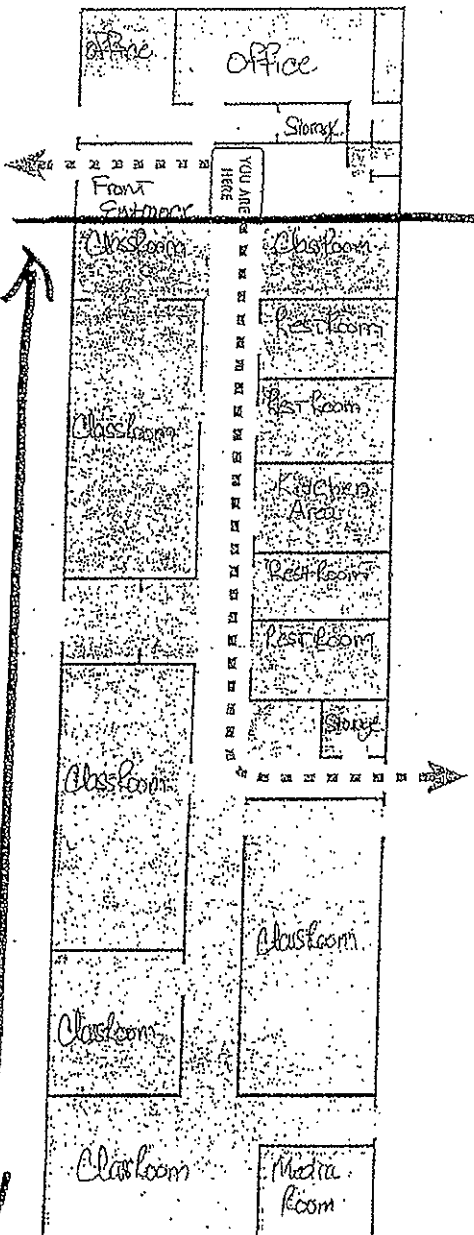


EXHIBIT A