

OFFICE LEASE

THIS LEASE AGREEMENT, dated the 12th day of JUNE, 2018 by and between the **CITY OF BROOKSVILLE**, a duly organized municipal corporation under the laws of Florida, whose address is 201 North Howell Avenue, Brooksville, FL 34601-2041, (hereinafter called the "**LESSOR**"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida, (hereinafter called the "**LESSEE**"), whose address is 20 North Main Street, Brooksville, FL 34601-2800.

WITNESSETH:

LESSOR hereby leases to the **LESSEE** and the **LESSEE** hereby leases from the **LESSOR**, the following described office space, sometimes hereinafter referred to as the leased premises to-wit:

Space designated as general office space, comprising the entire third floor consisting of approximately 9,200 leasable square feet of the Brooksville City Hall located at 201 North Howell Avenue, Brooksville, FL 34601-2099.

1. TERM

LESSEE to have and to hold the above described premises for a term of three (3) years commencing the 15th day of August 2018 and terminating on the last day of August 2021, under the terms and conditions as set forth herein. However, either **LESSOR** or **LESSEE** may terminate this lease at any time by providing the non-terminating party with a written Notice of Termination at least one hundred eighty (180) days prior to the date of the intended termination.

2. USE AND POSSESSION

It is understood that the leased premises are to be used for general office purposes and for no other purpose so as to constitute a nuisance, without prior written consent of **LESSOR**. The **LESSEE**, at the expiration of the term, shall deliver up the leased premises in good repair and condition, damages beyond the control of the **LESSEE**, reasonable use, ordinary decay, wear, and tear excepted.

3. RENT

LESSEE hereby covenants and agrees to pay, during the term hereof, to the **LESSOR**, in advance and beginning on the commencement date of this lease and on the first day of each and every month thereafter for the next thirty six (36) month period, a base rent of \$8,816.67

per month. The monthly base rent provided to be paid above upon a rate of eleven dollars and fifty cents (\$11.50) per square foot per annum of leasable space, nine thousand two hundred square (9,200) feet occupied by **LESSEE**. Rent shall be paid to **LESSOR** at 201 Howell Avenue, Brooksville, FL 34601-2041.

4. RENEWAL AND RENT ADJUSTMENT

LESSEE has the option to extend this lease for two (2) additional one (1) year periods under the same terms and conditions providing **LESSEE** gives **LESSOR** one hundred eighty (180) days' notice prior to expiration of the lease term.

Rental rate per square foot shall not increase during the first three (3) years of this lease. Upon the commencement of the fourth year, this lease and for each year thereafter including the exercise of any option to renew, the rental rate may be adjusted annually by **LESSOR** on the anniversary date of this lease based upon the increase, if any, from the previous year's "All Items Consumer Price Index" as reported by the United States Department of Labor. If there shall be no such index, then by the most nearly comparable successor index thereto. However, in any event, the maximum annual increase shall not exceed three percent (3%) including the first time the rent is adjusted pursuant to this provision.

Notwithstanding any possible provision to the contrary contained herein, it is agreed by the parties hereto that the minimum annual rental payable hereunder for any lease year during the term hereof shall not be less than one hundred five thousand eight hundred dollars (\$105,800.00) less any credits or deductions permitted herein.

5. NOTICES

For purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the **LESSEE** or to the **LESSOR** at their respective principal addresses as set forth herein.

6. ORDINANCES AND REGULATIONS

The **LESSEE** hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County, or State having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at **LESSEE'S** sole cost and expense but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the **LESSEE** shall use the leased premises. The obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes, or additions to the building (including the leased premises) or building equipment, or any part of either, being

hereby expressly assumed by **LESSOR**, and **LESSOR** covenants and agrees promptly and duly to comply with all such rules, regulations, and ordinances with which **LESSEE** has not herein expressly agreed to comply.

7. SIGNS

The **LESSEE** shall not place any signs or other advertising matter or material on the exterior or on the interior, where possible to be seen from the exterior, of the leased premises or of the building in which the leased premises are located, without the prior written consent of the **LESSOR**. Any lettering or signs placed on the exterior or in the interior of said building shall be of the type, kind, character, and description to be approved by **LESSOR**.

8. SERVICES

LESSOR covenants and agrees to furnish the leased premises with electricity suitable for the intended use as general governmental office space and heating and air conditioning for the comfortable use and occupancy of the leased premises. **LESSOR** covenants and agrees to supply and maintain the exterior of building and grounds, interior common areas, and provide cold water and sewage disposal in the building which the leased premises are located, at the **LESSOR'S** expense, unless otherwise agreed to in this lease. **LESSOR** shall provide a reasonable amount of free parking for **LESSEE'S** clients and not less than one space for each of **LESSEE'S** employees occupying the building. **LESSEE** agrees that it, its officers, and employees will park their automobiles only in such areas as **LESSOR** from time to time designates for employee parking areas, which are within the property.

9. ALTERATIONS

LESSEE, by occupancy hereunder, accepts the leased premises as being in good repair and condition. **LESSEE** shall maintain leased premises and every part thereof in good repair and condition. Damage thereto by fire, windstorm, acts of God, or the elements excepted. **LESSEE** shall not make, or suffer to be made; any alterations, additions, or improvements to, or of, the leased premises or any part hereof without prior written consent of **LESSOR** which shall not be unreasonably withheld. In the event **LESSOR** consents to the proposed alterations, additions, or improvements the same shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by the other tenants thereof.

10. QUIET ENJOYMENT

The **LESSOR** covenants and agrees that **LESSEE**, on paying said monthly rent and performing the covenants herein, shall and may peaceably and quietly hold and enjoy the said leased premises and common area; including, but not limited to, parking areas, sidewalks, entrances, exits, lobbies, restrooms, and lounges for the term aforesaid.

11. LESSOR'S RIGHT TO INSPECT AND DISPLAY

The **LESSOR** shall have the right, at reasonable times during the term of this lease, to enter the leased premises for the purpose of examining or inspecting same, and of making such repairs or alterations therein as the **LESSOR** shall deem necessary. The **LESSOR** shall also have the right to enter the leased premises at all reasonable hours for the purpose of displaying said premises to prospective tenants within ninety (90) days prior to the termination of this lease.

12. DESTRUCTION OF PREMISES

A. If the leased premises are totally destroyed by fire or other casualties, both the **LESSOR** and **LESSEE** shall have the option of terminating this lease, or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

B. If such leased premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this lease within the provisions of paragraph A above or paragraph C below, then the **LESSOR** agrees, at **LESSOR'S** sole cost and expense to restore the leased premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and be completed without delay on the part of the **LESSOR**, and in any event, shall be accomplished within ninety (90) days from the date of the fire or other casualty. In such case, all rents paid in advance shall be proportioned as of the date of damage or destruction, and all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for the **LESSEE** to conduct **LESSEE'S** business on the leased premises, the rent shall be completely abated until the leased premises are restored by the **LESSOR** or until the **LESSEE** resumes use and occupancy of the leased premises, whichever shall first occur. The **LESSOR** shall not be liable for any inconvenience or interruption of business of the **LESSEE** occasioned by fire or other casualty.

C. If the **LESSOR** undertakes to restore, rebuild, or repair the premises and such restoration, rebuilding, or repair is not accomplished within ninety (90) days, and such failure does not result from causes beyond the control of **LESSOR**, the **LESSEE** shall have the right to

terminate this lease by written notice to the **LESSOR** within thirty (30) days after expiration of said ninety (90) day period.

D. **LESSOR** shall not be liable to carry fire, casualty, or extended damage insurance on the person or property of the **LESSEE**, or any person or property which may now or hereafter be placed in the leased premises.

13. ASSIGNMENT AND SUBLEASE

The **LESSEE** covenants and agrees not to encumber or assign this lease or sublet all or any part of the leased premises without the written consent of the **LESSOR**.

14. HOLDOVER

It is further covenanted and agreed that if the **LESSEE**, any assignee or sublessee shall continue to occupy the leased premises after the termination of the lease, without prior written consent of the **LESSOR**, such tenancy shall be Tenancy of Sufferance. Acceptance by the **LESSOR** of rent after such termination shall not constitute a renewal of this lease or a consent to such occupancy, nor shall it waive **LESSOR'S** right of reentry or any other right contained herein. Lease will automatically increase to one hundred fifty percent (150%) of the previously established rate herein.

15. NO LIABILITY FOR LESSOR

The **LESSOR** shall not be liable for any damage or injury to any person or property whether it be the person or property of the **LESSEE**, the **LESSEE'S** employees, agents, guests, invitees, public or otherwise, by reason of **LESSEE'S** occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason.

16. SUCCESSORS AND ASSIGNS

This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives or the parties hereto.

17. UTILITIES

If the **LESSEE** shall require electrical current, or installs electrical equipment, including, but not limited to, electrical heating, refrigeration, or other machines and equipment other than those typically used in governmental offices, which uses in excess of 120 volts AC, or consumes in excess of 20 amperes, **LESSEE** will obtain prior written approval from the **LESSOR** and pay

periodically for the additional direct expense involved, including any installation and maintenance cost thereof.

18. ALTERATIONS

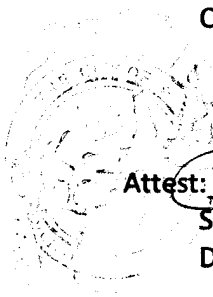
The LESSEE shall provide to the LESSOR a blueprint/drawing of the physical modification(s) it wishes to have made to the premises in the way of structural change such as walls being moved; doors moved; counters being installed, etc. Representatives from each party shall initial and sign on the final prints of the changes to be made. Both parties shall mutually work together in selecting a contractor with the LESSOR having the final voice in the selection. The LESSEE shall reimburse the LESSOR for the cost of the agreed upon changes of these construction modifications within sixty (60) days of moving into the premises.



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: *Susan Buzay* Deputy Clerk
DONALD C. BARBEE, JR.
Clerk

By: *[Signature]*
STEVE CHAMPION
Chairman



CITY OF BROOKSVILLE

Attest: *Sandra Kirby*
SANDRA KIRBY
Deputy City Clerk

By: *Betty Erhard*
BETTY ERHARD
Mayor

Approved by: *[Signature]*
GARTH COLLER
County Attorney

[Signature]
GRETCHEN R.H. ("BECKY") VOSE, ESQ.
City Attorney