

**LEASE AGREEMENT**  
(New County Office 9,149 square feet)

**THIS AGREEMENT OF LEASE**, made and entered into this 2nd day of April, 2013, between **SHILPA MHATRE** and **CLINTON F. DICKS, JR.**, as Trustees under the provisions of trust agreement dated January 15, 1999, and known as "**WSMDD LAND TRUST**", whose mailing address is Post Office Box 2817, Lake City, Florida 32056, (herein "Landlord"), and **COLUMBIA COUNTY, FLORIDA**, whose mailing address is Post Office Drawer 1529, Lake City, Florida 32056-1529 (herein "Tenant").

**WITNESSETH:**

1. **LEASED PREMISES:** In consideration of the mutual covenants contained herein, Landlord leases to Tenant and Tenant takes from Landlord, approximately nine thousand one hundred forty nine (9,149) square feet, more or less, (herein the "Office Space"), which forms a part of and is located within the former Lake City Medical Center building, located at 1701 U. S. Highway 90 West, Lake City, Florida 32055, which Office Space is outlined and depicted on sketch attached hereto as Exhibit "A", (herein the "premises" or "leased premises"), upon the terms and conditions provided herein.
2. **TERM:** The original term of this lease (the "term") will begin when Landlord has completed necessary repairs, alterations and renovations suitable to Tenant and Tenant is allowed to occupy the rental space, and terminating at midnight, March 31, 2015. Landlord will give Tenant possession at the commencement of the term. The 9,149 square feet of leased premises will be subject to Landlord alterations, maintenance and repair described herein, including paragraphs 5 and 6. The term may be extended for twelve (12) consecutive additional terms of one (1) month each pursuant to and in accordance with the provisions and requirements of Paragraph 24.
3. **RENTAL:** Tenant shall pay Landlord rental as follows: 9,149 square feet at \$9.00 per square foot (including \$1.00 per square foot for utilities as described in paragraph 7), \$6,861.75 per month beginning after Landlord has completed necessary repairs, alterations and renovations suitable to Tenant and Tenant is allowed to occupy this rental space. This monthly rental amount will be prorated when Tenant begins occupancy so all rent is due on the first day of the month. All payments shall be due on the first day of each month for the term of the Lease. Tenant shall be responsible for

payment of any sales tax, if applicable, imposed upon the rental payment by the Florida Department of Revenue.

4. **USE:** Tenant shall use and occupy the leased premises to provide offices and office space for various county departments and agencies. Landlord warrants and represents that the premises may lawfully be used for said purposes during the term of this lease and during the renewal term, if applicable.

5. **ALTERATIONS:** Landlord shall be responsible for repairs, alterations, and renovations as to the 9,149 square feet, including the maintenance described in paragraph 6, of rental space further described in paragraph 1. Tenant may, at its expense, redecorate the leased premises and make all non-structural alterations, changes, installations, additions, or improvements (collectively "changes") in, on, to, or about the leased premises that it deems expedient or necessary for its purposes, provided however, that Tenant shall make no structural changes in, on, to, or about the leased premises without first obtaining Landlord's written consent. No such changes shall be made which adversely affect the safety of the structure of the building or diminish its value. All work shall be done in a good and workmanlike manner and in accordance with all applicable laws. It shall be Landlord's responsibility, at its expense, to ensure all of the premises leased to Tenant are in accordance with the County RFP 2012-K, including, but not limited to, compliance with the Americans With Disabilities Act (ADA); wired with CAT 5 cable to allow for integration with Tenant's IT systems; and necessary telephone and computer ports. The County Extension office space will require a minimum of four (4) telephone and three (3) computer ports. The kitchen must be wired for standard appliances.

6. **MAINTENANCE:** It is an obligation of the Landlord to maintain the foundation, exterior walls, the roof of the building, glass windows, electrical and plumbing facilities (except fixtures which shall be maintained by Tenant), air conditioning, HVAC, fire sprinklers (if any), load-bearing walls, floor and ceiling, except to the extent the same is damaged by Tenant or its invitees. Except as otherwise provided, it is the obligation of Tenant to maintain the interior of the building, including, but not limited to, interior electrical and lights. It is the obligation of the Tenant to maintain all minor repairs to the interior of the premises due to normal use of the premises. Tenant shall commit no waste of the premises. All structural repairs and parking area shall be the obligation of Landlord at Landlord's expense. Additionally, Landlord, at its expense, shall be responsible for making repairs to the leased premises necessitated by damages caused by termite infestation or caused from casualties by acts

of God from windstorm, lightning, and fire. In the event of a leak in the roof of the building or damages caused by casualties and acts of God, Tenant shall immediately give Landlord notice of such leaks or other damages to the building, and upon receipt of said notice, Landlord shall make all necessary repairs to the roof and/or building. Landlord shall not be liable for any damage to the property of Tenant or Tenant's employees, customers, agents, or invitees caused by leaks in the roof or casualty damages from acts of God. During the term of this Lease, Landlord agrees to and shall at its expense maintain and service all of the parking area and the lawn and grounds surrounding the building of the Premises.

7. **UTILITIES**: Except as otherwise herein provided, this shall be considered a full-service lease. Landlord shall pay utilities provided to the leased premises and used by Tenant, including, but not limited to, electrical energy, gas, water and sewer charges, waste, garbage generated by Tenant, including the cost of waste containers, and all other utilities, except telephone services necessary for Tenant's use of the premises. Tenant shall be responsible for its own telephone use service charges.

8. **TENANT IMPROVEMENTS AND PROPERTY**: All improvements made by Tenant to the leased premises which are so attached that they cannot be removed without material injury and damage to the premises shall become the property of the Landlord. Not later than the last day of the term of this lease, or its extension, if applicable, Tenant may, nevertheless, remove all of its personal property, including attached improvements made by Tenant which can be removed without causing any injury or damage to the leased premises. Tenant shall surrender the leased premises to Landlord at the end of the term in as good condition as they were at the beginning of the term, except for reasonable wear and tear.

9. **INDEMNITY AND HOLD HARMLESS**: Tenant hereby agrees to indemnify Landlord for claims brought against Landlord to the extent that they are found to result from the negligence or omissions of the Tenant, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, or independent contractors. This indemnification shall not be construed as a waiver of Tenant's sovereign immunity, and any claims against Tenant must comply with the procedures found in Section 768.28, Florida Statutes. This indemnification is limited to the limits of Section 768.28, Florida Statutes, or as otherwise provided by law. Nothing herein shall be construed as consent by Landlord or Tenant to be sued by third parties in any matter arising out of this Agreement.

10. **PUBLIC LIABILITY INSURANCE:** Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its expense, insuring both Landlord and Tenant against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the leased premises, or by the condition of the leased premises, with limits of at least \$200,000.00 for injuries to or death of any one person and \$300,000.00 per occurrence for injuries to or death of any one person, including \$100,000.00 for damage or destruction to property. The policies or duly executed certificates of insurance shall be promptly delivered to Landlord and such insurance policies shall name Landlord as an additional insured.

11. **LANDLORD INSURANCE:** Landlord shall maintain fire and extended coverage insurance insuring the premises, but not Tenant's personal property therein. Tenant may maintain such fire and extended coverage insurance insuring Tenant's property located in the premises as Tenant may deem appropriate. Landlord shall also maintain public liability insurance protecting the premises; provided, however, that such public liability insurance shall not relieve Tenant of Tenant's obligation to indemnify and hold Landlord harmless as provided in paragraph 9 hereof. The amount of such public liability insurance coverage shall not be construed to limit Tenant's liability or obligation to otherwise indemnify and hold the Landlord harmless as provided in paragraph 9 hereof.

12. **SIGNS:** Tenant may place on and in the leased premises and the building of which they form a part all signs that Tenant deems necessary in the conduct of its business, provided that any such signs shall not interfere with or obstruct the visibility of existing signs erected on the building and grounds of the leased premises by other tenants.

13. **FIRE AND CASUALTY DAMAGE:** If the premises are so damaged by fire or other casualty so as to be substantially destroyed, this lease shall terminate and any unearned rent paid in advance by Tenant shall be equitably apportioned and refunded to it. However, if the premises are not substantially destroyed and can be repaired within a reasonable period of time, Landlord shall have the right to shall repair and restore the premises and there shall be no abatement in the rent.

14. **POSSESSION AND QUIET ENJOYMENT:** Landlord shall give Tenant possession of the premises upon completion of the alterations described in paragraph 5 hereof. Landlord warrants that Landlord has good title to the premises and

full right and lawful authority to enter into this lease. So long as Tenant is not in default, Landlord will protect and defend Tenant against any interference with Tenant's use and quiet enjoyment of the premises.

15. **PARKING SPACES:** Tenant shall have the use of all of the existing paved parking spaces except adequate parking spaces which have been or will be allocated by Landlord for other tenants in the building. Tenant also shall have the right to use for parking of vehicles all of the unimproved land owned by Landlord which is bounded on the West by Old State Road No. 1, on the North by Duval Street, on the East by U. S. Highway 90, and on the South by the medical office building property (herein the "Additional Parking Lot"). Tenant, at its expense, shall have the right, but not the obligation, to make any and all desired improvements to the additional parking lot, including, but not limited to, paving parking spaces. In its use of the Additional Parking Lot, Tenant shall avoid doing any damage to the retention pond located thereon.

16. **CONDEMNATION AND ZONING:** If any part of the leased premises is taken by eminent domain, or if by reason of any such taking, or because of the operation of any zoning ordinance or regulation, Tenant's use of the leased premises is materially impaired, Tenant shall have the option to terminate the lease by giving written notice to Landlord within fifteen (15) days after the taking or rezoning, and the rent will be adjusted as of the date of notice or the date upon which the Tenant's operation of Tenant's business is materially impaired, whichever date first occurs. Tenant shall not be entitled to receive any part of the award made to Landlord for such condemnation or taking by eminent domain.

17. **MECHANIC'S LIENS:** Tenant shall not do any work or cause any work to be done in or on the leased premises which results in the same becoming encumbered by a mechanic's, materialmen's or laborer's lien. If a lien is filed against the real property of which the premises are a part, purporting to be for labor or materials furnished to Tenant, Tenant shall cause the lien to be discharged as soon as reasonably possible under the circumstances. Notice is hereby given that Landlord shall not be liable for any labor, work or materials furnished to Tenant on credit and no mechanic's lien or other lien shall be attached or affect Landlord's interest in the premises or the land upon which it is situated.

18. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this lease or sublet any part of the premises without the prior written consent of Landlord, which

consent will not be unreasonably withheld. Any such consent shall not release Tenant from liability hereunder.

19. **AD VALOREM TAXES AND SPECIAL ASSESSMENTS:** Landlord shall pay all real estate taxes and special assessments as may be levied upon the premises.

20. **INSPECTION:** Landlord shall have the right to enter and inspect the premises during reasonable business hours, but in doing so shall not interfere with the conduct of Tenant's business from the premises.

21. **SURRENDER OF PREMISES:** At the expiration of the term or any extension, Tenant shall peaceably and quietly surrender the premises to Landlord in substantially the same condition as received, ordinary wear, tear and depreciation, or damage caused by fire or other casualty insured against only being excepted.

22. **DEFAULT; REMEDIES:** If either party shall fail to perform or breach any provision of this lease, (other than the agreement of Tenant to pay rent) for a period of fifteen (15) days after written notice shall have been given to the party so failing to perform, specifying the performance required, the party giving notice shall have the option to terminate this lease or bring an action in a court of competent jurisdiction to compel performance. In any action brought for enforcement of the terms of this lease, including enforcement of the obligation to pay rent, the prevailing party shall be entitled to recover all costs and expenses, including a reasonable attorney's fee to the prevailing party's attorney.

23. **REMEDIES CUMULATIVE:** All remedies provided for in this lease shall be considered cumulative, and Landlord and Tenant shall be entitled to such other remedies as may be otherwise provided by the laws of the State of Florida for breach of this lease.

24. **TENANT'S OPTION TO RENEW:** Tenant, if not in default under the terms hereof, is granted the option to renew and extend the lease for twelve (12) consecutive additional terms of one (1) month each commencing on the expiration of the original term of this lease upon the same terms and conditions as provided herein. Tenant may exercise such option to renew by giving to Landlord written notice of Tenant's election to exercise the option to renew for the first one-month extension by giving to Landlord written notice of Tenant's election to exercise such option to renew

for the first extended month at least sixty (60) days prior to the expiration of the initial term. To exercise the option to extend the lease for each consecutive one-month extension, Tenant shall give Landlord five (5) days' notice prior to the expiration of the last extended term.

25. **ADDRESSES**: All rent shall be payable and notices given at Landlord's address specified hereinabove or such other address as Landlord shall specify by written notice to Tenant. All notices required to be given under this lease to Tenant shall be given either at the leased premises or at Tenant's address hereinabove specified, or such other address as Tenant shall specify by written notice to Landlord. Any notice properly mailed by regular mail, postage prepaid, shall be deemed delivered when mailed whether received or not, except that notices of change of address shall not be effective until actually received. Any notice required hereunder may be given by personal delivery to the party entitled to receive the same.

26. **RADON GAS**: As required by Florida law, Landlord provides to Tenant the following notification:

**RADON GAS**: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

By giving the foregoing notification, Landlord does not in anyway represent or imply that radon may be present in any portion of the premises. Landlord affirmatively states that Landlord has no knowledge as to whether radon is or is not present in any building or other improvement of which the premises are a part.

27. **PARTIES BOUND AND APPLICABLE LAW**: This lease shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties, and shall be construed in accordance with the laws of the State of Florida.

28. **SUBTITLES**: The subtitles used in the paragraphs of this agreement are solely for the convenience of the parties for identification purposes, and are not a part of the substantive portions of this agreement.


29. **IDENTIFICATION**: The terms "Landlord" and "Tenant" when used herein will be construed to be singular, plural, masculine, feminine, or neuter, as the context may so require, and if more than one party is named as Tenant herein, the liability of such parties under the terms hereof shall be joint and several.

30. **PRIOR LEASES**: This Lease and the separate lease for 10,681 square feet of the Premises entered into contemporaneously shall, effective April 1, 2013, supersede and terminate all prior leases between the parties as to all or any portion of the leased premises.

31. **ADDITIONAL SPACE**: In addition to the 9,149 square feet of Premises described in paragraph 1, during the term of this Lease and so long as Tenant is not in default, Tenant shall, at no additional charge (including no charge for utilities), be allowed the use of an additional approximate 5,787.82 square feet of the premises as depicted on Exhibit "B."

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:



Witness

Rachelle DEGRAW

Print or type name



Witness

Loretta S. Steinmann

Print or type name

**SHILPA MHATRE AND CLINTON F.  
DICKS, JR., AS TRUSTEES UNDER THE  
PROVISIONS OF TRUST AGREEMENT  
DATED JANUARY 15, 1999, AND  
KNOWN AS "WSMDD LAND TRUST"**

By: 

Shilpa Mhatre, Trustee

By: 

Clinton F. Dicks, Jr., Trustee



Signed, sealed and delivered  
in the presence of:

**COLUMBIA COUNTY, FLORIDA**

Lisa K.B. Roberts

Witness

Lisa K.B. Roberts

Print or type name

By: Stephen E. Bailey

Stephen E. Bailey, Chairman

Penny D. Stanley

Witness

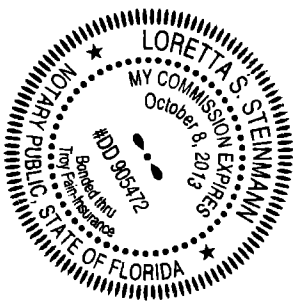
Penny D. Stanley

Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2013, by **SHILPA MHATRE** and **CLINTON F. DICKS, JR.**, as Trustees under the provisions of Trust Agreement dated January 15, 1999, and known as the "WSMDD Land Trust", who are personally known to me or who have produced Florida driver's licences as identification.

(NOTARIAL  
SEAL)

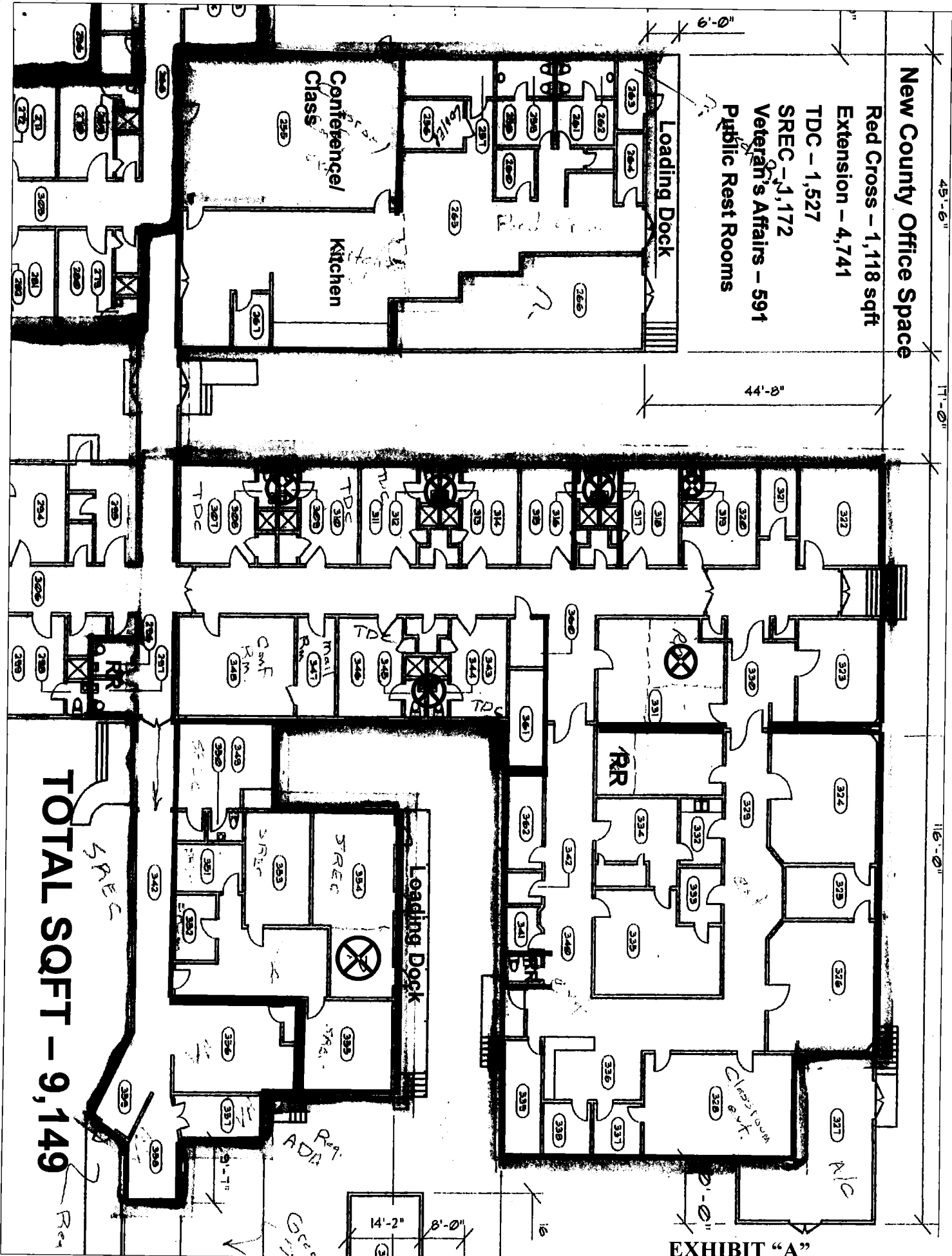


Loretta S. Steinmann

Notary Public, State of Florida

**Loretta S. Steinmann**

My Commission Expires:



TOTAL SQFT - 9,149

EXHIBIT "A"

# Additional Space Offered

## 5,788 Sq Ft

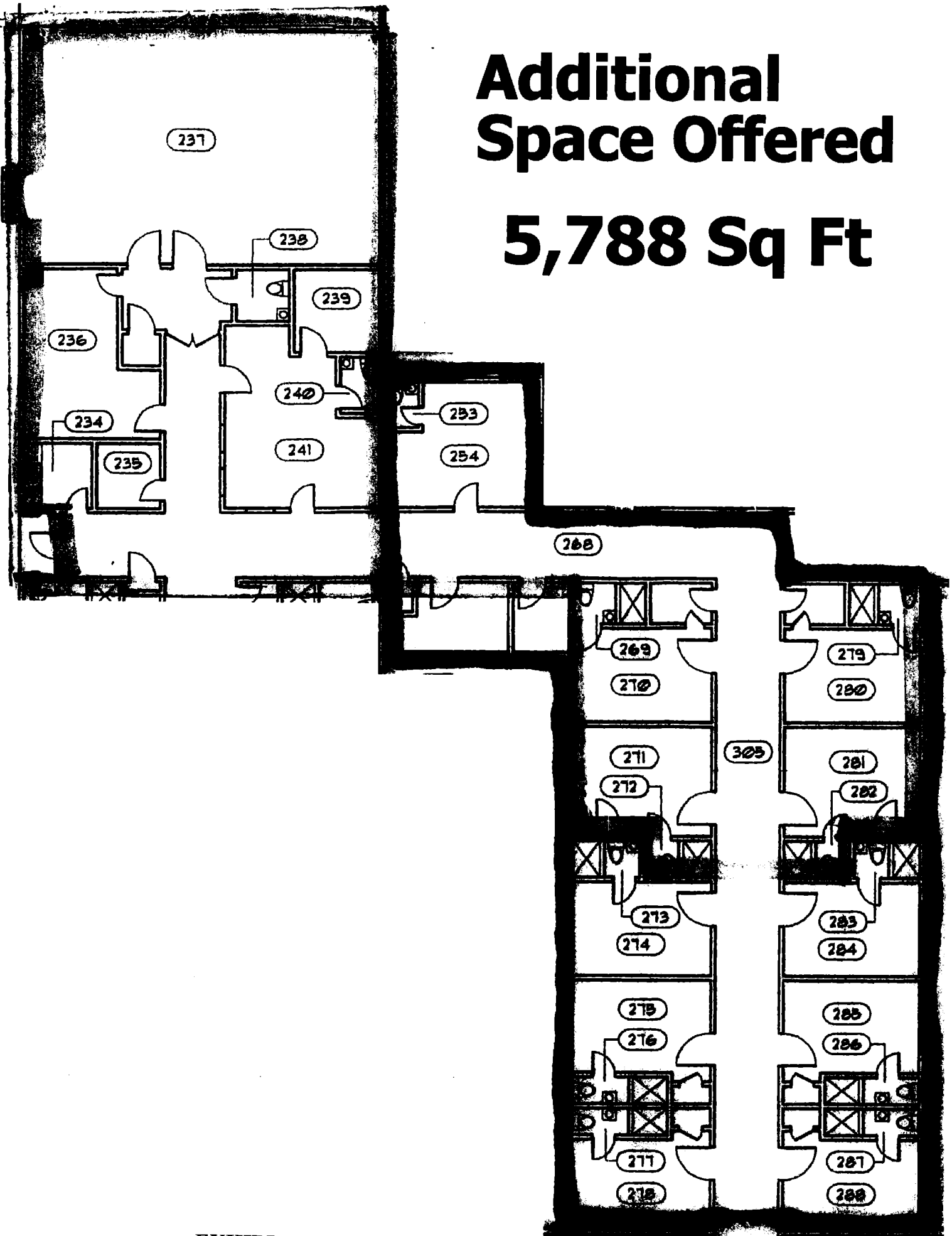


EXHIBIT "B"