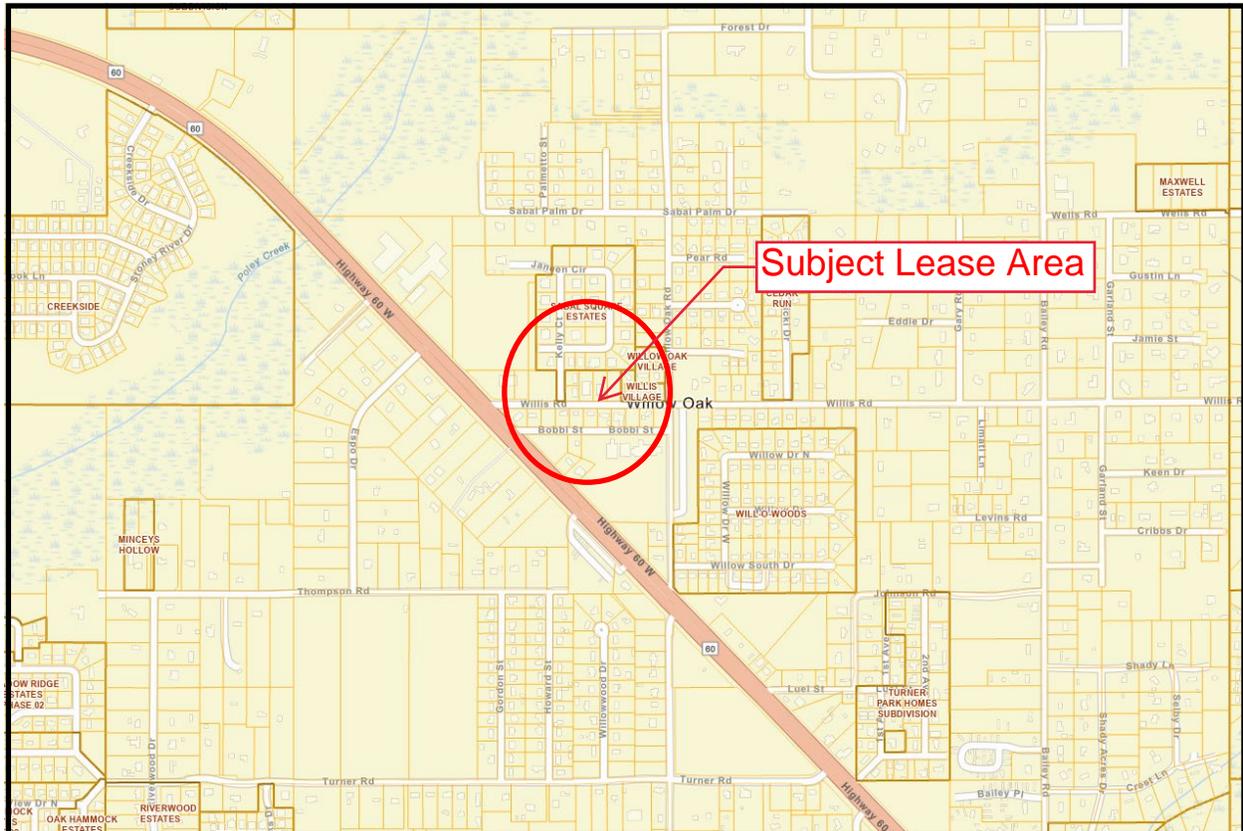




SECTION 32, TOWNSHIP 29 SOUTH, RANGE 23 EAST



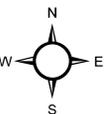
Section 32, Township 29 South, Range 23 East



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida



April 1, 2024

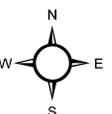
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Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida



April 1, 2024

LEASE AGREEMENT
BETWEEN WILLOW OAK VOLUNTEER FIRE DEPARTMENT, INC.
AND POLK COUNTY

THIS LEASE AGREEMENT (the “Agreement”) is entered into effective as of May 18, 2024 (the “Effective Date”) by and between **WILLOW OAK VOLUNTEER FIRE DEPARTMENT, INC.**, (the “Landlord”), a Florida not for profit corporation, 4210 Willis Road, Mulberry, Florida 33860, and **POLK COUNTY**, (the “Tenant”), a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830.

RECITALS

WHEREAS, the Tenant by and through its Fire Rescue Division, provides emergency medical, fire and rescue services for the unincorporated portions of Polk County; and

WHEREAS, the Landlord owns the real property (the “Land”) and building (the “Building”), Parcel #232932-000000-012300, located at 4210 Willis Road, Mulberry, Florida 33860, the location of which is depicted on the attached Exhibit “A”, (the Land and the Building are collectively, the “Premises”), which the Landlord has constructed for use as a fire station to serve the area residents of the unincorporated area of Polk County; and

WHEREAS, to facilitate timely responses to requests for fire and rescue services in the Willow Oak and adjoining areas the Tenant has requested, and the Landlord has agreed to lease the Premises upon the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **LEASE.** Landlord hereby leases and rents the Premises to the Tenant, and the Tenant does hereby lease and rent the Premises from the Landlord, in accordance with the terms and conditions stated in this Agreement. The Landlord agrees to lease the Premises to the Tenant for fire and emergency rescue services. The Tenant agrees that since the Premises also serves as the Willow Oak Community Center, that the bays and day room may continue to be used for community meetings and functions, so long as such use does not conflict with firefighting activities. The Tenant also agrees that the volunteers will have use of the day room for picture drives or other fund raisers when needed, so long as such does not conflict with firefighting activities. The Tenant also agrees to reserve the room previously used by the Polk County Sheriff’s Office, for use by the volunteers.
3. **TERM.**
 - (a) **Term.** Landlord shall rent the Premises to Tenant for an initial term (the “Initial Term”) commencing May 18, 2024 (the “Commencement Date”) and, unless sooner terminated or extended as provided herein, terminating May 17, 2029.

- (b) Renewal Term. Provided the Tenant is not in default of this Agreement, the Tenant may renew this Agreement for one (1) additional five (5) year term (the “Renewal Term”; the Initial Term and the Renewal Term, if exercised, being collectively referred to hereinafter as the “Term”). The Renewal Term shall be in accordance with the terms and conditions stated in this Agreement. To exercise its ability to extend the Agreement for a Renewal Term, the Tenant must provide the Landlord written notice (a “Renewal Notice”) no later than ninety (90) days prior to the expiration of the Initial Term.
- (c) Early Termination. During the Term, either party may terminate this Agreement if the other party is in default, in accordance with and as further specified in Section 14. Following the Initial Term, either party may terminate this Agreement for any reason or no reason by delivering one hundred and eighty (180) days prior written notice to the other party. Upon termination of the Agreement, the Tenant shall surrender possession of the Premises to the Landlord in accordance with Section 21, below.
4. **RENT.** On or before January 1st of each year this Agreement is in effect, the Tenant shall pay Landlord an annualized rent of One Dollar (\$1.00) for the use and occupancy of the Premises.
5. **UTILITIES.** The Tenant shall obtain any and all necessary utility services and pay any and all fees, deposits, charges or other assessments for such utilities. Within ten (10) days after the Commencement Date, the Tenant shall have all such utilities issued in the Tenants name. The Tenant shall be responsible for all garbage and waste removal from the Premises. The Tenant shall be responsible to contract in its own name for, and shall pay for, all telephone, cable television, internet, data communication and other telecommunication services it requires to support its permitted use of the Premises.
6. **ACCEPTANCE OF PREMISES.** The Tenant has examined the condition of the Premises, determined that the Premises are acceptable for its intended use, and waives any and all defects that may exist within the Premises. Accordingly, the Landlord is not required or obligated to make any repair or improvement to the Premises.
7. **USE OF PREMISES; ACCESS.**
- (a) The Tenant shall use the Premises as a fire and emergency medical services station. The Tenant shall use and conduct its operations within the Premises in accordance with all applicable federal, state, and local laws, statutes, regulations, and ordinances.
- (b) The Tenant shall be permitted to operate the station twenty-four (24) hours per day, seven (7) days per week.
8. **PARKING.** Available parking spaces are unreserved and may be used by the Tenant, its employees, and invitees.
9. **SIGNAGE.** The Tenant shall be permitted to erect and maintain such signage in, on and around the Premises that the Tenant commonly utilizes to identify its fire and emergency medical services stations.

10. ALTERATIONS AND IMPROVEMENTS. Any improvements made to the Premises shall be approved by the Landlord and will become the property of the Landlord upon vacation of the Premises by the Tenant.

- (a) The Tenant has agreed to make improvements to the interior which will include the addition of a shower, replacement of ceiling tiles, along with other necessary repairs. Tenant will make improvements within 12 months of the commencement of this lease.
- (b) In addition, the Tenant agrees to repair stucco on the exterior of the building along with either the repair or replacement of the well house.

11. MAINTENANCE AND REPAIR.

- (a) The Tenant shall at its own cost and expense, repair and maintain the Premises. The Landlord is not responsible for maintaining or repairing any part of the Premises.
- (b) The Tenant shall at its own cost and expense keep the Premises safe, clean, well-maintained, and in good order and repair.

12. INSURANCE. Tenant agrees to provide fire insurance on the building and contents of the building during the period of said lease.

13. INDEMNITY.

- (a) Tenant, to the extent permitted by law, shall indemnify, defend (by counsel selected by the Tenant and reasonably acceptable to the Landlord) protect and hold the Landlord, and its officers, employees and agents, harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs and expenses during negotiation, through litigation and all appeals therefrom) pertaining to the death of, or injury to, any person, or damage to any property, arising out of or resulting from (i) the Tenant's failure to comply with applicable laws, rules or regulations pertaining to its use and occupancy of the Premises, (ii) the Tenant's breach of its obligations under this Agreement, or (iii) the negligent acts, errors or omissions, or intentional or willful misconduct, of the Tenant, its agents, employees, suppliers, guests, invitees, licensees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided, however, that the Tenant shall not be obligated to defend or indemnify the Landlord with respect to any such claims or damages arising out of the Landlord's sole negligence.
- (b) In executing this Agreement, the Tenant does not intend and in no way waives its sovereign immunity rights. Accordingly, nothing stated in this Section 13 or stated in any other provision of this Agreement shall be interpreted or construed as waiving the Tenant's sovereign immunity. Any claims asserted against the Tenant must comply with the procedures stated in Section 768.28, Florida Statutes.
- (c) This Section 13 shall survive the expiration or early termination of this Agreement.

14. DEFAULT.

- (a) Except as stated in the following sentence, if the Landlord materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same

within thirty (30) days after the date Tenant delivers written notice to the Landlord of any such default, then the Tenant may terminate this Agreement. If, however, the Landlord's material default is such that it cannot be reasonably cured within thirty (30) days, then the Tenant shall not have the right to terminate this Agreement for such default if the Landlord commences the necessary curative actions within a reasonable time after receiving Tenant's notice and thereafter diligently pursues the cure to completion.

(b) Except as stated in the following sentence, if the Tenant materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within thirty (30) days after the date Landlord delivers written notice to the Tenant of any such default, then the Landlord may terminate this Agreement, resume possession of the Premises for its own account, and pursuant any other remedy or remedies provided by law or equity, without any further notice or demand to the Tenant. If, however, the Tenant's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within thirty (30) days, then the Landlord shall not have the right to pursue a remedy for such default if the Tenant commences the necessary curative actions within a reasonable time after receiving the Landlord's notice and thereafter diligently pursues the cure to completion.

(c) The Landlord will not be liable for any loss or damage suffered by Tenant resulting from the Landlord's exercise of its rights pursuant to this Section 14.

15. LIABILITY LIMIT. IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

16. ATTORNEYS' FEES AND COSTS. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

17. EMINENT DOMAIN. If the whole of the Property, the Building, or such portion thereof as will make the Premises unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Premises shall cease on the date when possession of the same is taken by the condemning authorities. If a portion of the Building or Property is taken, but not an amount that would make the Premises unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.

- 18. ASSIGNMENT.** The Tenant shall not (i) assign this Agreement or any interest therein; (ii) sublease the Premises or any portion thereof; or (iii) permit use of the Premises by any party other than the Tenant, all without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.
- 19. ENCUMBRANCE.** Tenant shall not mortgage, pledge or otherwise encumber its interests in the Premises.
- 20. HAZARDOUS MATERIALS.** Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Premises by the Tenant, its guests, employees, contractors or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Landlord incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. This Section 22 shall survive the expiration or the early termination of this Agreement.
- 21. SURRENDER.** Upon the expiration of this Agreement or whenever the Landlord is entitled to the possession of the Premises, the Tenant shall immediately surrender the Premises (and all keys thereto) to the Landlord broom clean and in the same condition as existed on the Commencement Date, only ordinary wear and tear excepted, with the Tenant having removed all its personalty from the Premises. The Tenant's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement.
- 22. HOLDING OVER.** If Tenant holds over after the expiration of the Term, with or without the express written consent of Landlord, the resulting tenancy shall be a month-to-month tenancy and the Tenant shall pay Rent in the same amount payable during the last full month of the Agreement Term. Any month-to-month tenancy established pursuant to this Section 22 shall be subject to every other term, covenant, condition, and agreement contained herein.
- 23. NOTICE.** All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) via nationally recognized overnight delivery service, prepaid, when sent to the following:

If to the Landlord: Willow Oak Volunteer Fire Department
Attention: Burt Parker
4320 Bailey Road
Mulberry, Florida 33860

If to the Tenant: Polk County Real Estate Services
Attention: Administrator
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
515 East Boulevard Street
Bartow, Florida 33830

Notices shall be effective when received at the addresses specified above or when a party rejects delivery of any such notice. A party may from time to time change the address to which its notice is to be directed by delivering written notice to the other in accordance with this Section 23. Any communications between the parties that are not required by this Agreement may be sent via U. S. first-class mail, postage prepaid, at the addresses designated above, or as the parties may otherwise agree.

- 24. FORCE MAJEURE.** A party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.
- 25. QUIET USE AND ENJOYMENT.** As long as the Tenant fully complies with the terms, conditions and covenants of this Agreement, the Landlord agrees that the Tenant shall and

may peaceably have, hold, and enjoy the leased Premises during the term of this Agreement.

- 26. BROKERS.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Premises to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.
- 27. NO DISCRIMINATION.** Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.
- 28. RELATIONSHIP.** This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.
- 29. WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance, or default, unless specifically stated in the written consent.
- 30. SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.
- 31. CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.
- 32. MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.
- 33. INTEGRATION.** Tenant and Landlord agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above-described property, whether written or oral.

- 34. RADON.** 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 health department.
- 35. COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
- 36. GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ATTEST:

Stacy M. Butterfield, Clerk

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
W. C. Braswell, Chair
Board of County Commissioners

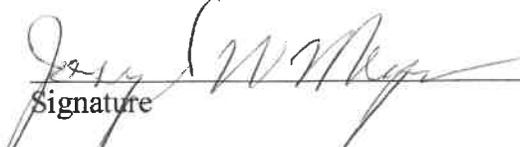
Date: _____

County Attorney's Office

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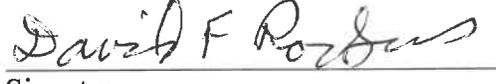
WITNESSES:

WILLOW OAK VOLUNTEER FIRE DEPARTMENT, INC., a Florida not for profit corporation


Signature

Print Name: JOSEPH W MEYER

By: Burt F. Parker


Signature

Print Name: DAVID F Rodgers

Print Name: BURT F. Parker

Title: chairman OF Board OF Director

Date: march 20, 2024