

North

Subject Area

Section 9,  
Township 30 South,  
Range 25 East

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the “Agreement”) is entered into as of the Effective Date defined in Section 30, below, by and between **POLK COUNTY**, a political subdivision of the State of Florida (the “Landlord”), 330 West Church Street, Bartow, Florida 33830, and the **CITY OF BARTOW** a municipal corporation (the “Tenant”), 450 North Wilson Avenue, Bartow, Florida 33830.

## **RECITALS**

**WHEREAS**, the Landlord and Tenant intend to enter into a Mutual Aide Agreement setting forth the respective service areas associated with fire and rescue services; and

**WHEREAS**, the Landlord is the fee simple owner of certain real property located at 2475 East Clower Street, Bartow, Florida 33830 containing approximately 1.14-acres (the “Property”) which contains a building currently being used by Polk County Fire Rescue containing approximately 3,156 square feet under roof along with a multiple bay structure for fire rescue vehicles (said building and bay structure hereinafter, collectively, referred to as the “Premises”), all as depicted on the aerial exhibit attached hereto as Exhibit “A”; and

**WHEREAS**, the Tenant has requested the use of the Property and Premises in order to facilitate the terms of the Mutual Aide Agreement and the Landlord has agreed to the request subject to the terms, conditions and exclusions contained herein.

**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 to the Tenant the Property less and except those areas identified as “Excluded Areas” on Exhibit “A” (the Property sans the Excluded Areas shall hereinafter be referred to as the “Lease Property”) and the Tenant hereby leases the Lease Property from Landlord, in accordance with the terms and conditions stated in this Agreement. The right of the Tenant to use and occupy the Lease Property under this Agreement shall include the right of exclusive use, in common with others entitled thereto, of the Property and Building common areas as the same may be determined by the Landlord.
3. **TERM.**
  - a.) Initial Term. (the “Initial Term”) of the Agreement shall commence on \_\_\_\_\_, 2025 (the “Commencement Date”) and shall terminate \_\_\_\_\_, 2035 unless extended or sooner terminated in accordance with this Agreement. The Initial Term together with any exercised Renewal Term, is the “Term” of this Agreement.

b.) Renewal Terms(s). Provided the Tenant is not in default of this Agreement (or any other agreement with the Landlord), the Tenant and the Landlord may mutually agree to renew this Agreement for two (2) additional five (5) year periods (the "Renewal Term") by Tenant providing Landlord written notice of its request to renew (a "Renewal Notice") no later than ninety (90) days prior to the expiration of the Initial Term. The Renewal Term, if applicable, shall be in accordance with the terms and conditions stated in this Agreement.

c.) This Agreement shall automatically and immediately be deemed to be terminated if and when the Mutual Aide Agreement referenced here is terminated for any reason.

4. **RENT.** The term "Rent" as used in this Agreement shall mean Base Rent as defined in this Section 4, together with any and all other amounts that are payable from the Tenant to the Landlord pursuant to this Agreement.

(a) Base Rent. The Tenant shall pay the Landlord an annual base rent of One and 00/100 Dollars (\$1.00) for the use and occupancy of the Premises during the Term.

5. **UTILITIES.** The Tenant shall be responsible and pay when due all fees, deposits, charges or other assessments for all utilities that service the Lease Property.
6. **USE OF PREMISES.** The Tenant shall use the Lease Property to facilitate municipal fire rescue service operations. The Tenant shall use and conduct its operations within the Lease Property in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances.
7. **LANDLORD ACCESS TO PREMISES/PROPERTY.** The Landlord shall have unlimited and unfettered access to the Premises and the Property without notice to access the parking areas, parking bays and the outbuilding identified as Excluded Areas in Paragraph 2 as well as to access, operate, maintain, repair and/or replace its data and other electronic equipment located within the "Electronics Room" as depicted on the Floor Plan attached hereto as Exhibit "B" and its data, fiber, communications equipment and lines which are within, and travers, the Property
8. **SIGNAGE.** The Tenant, at its sole cost and expense, shall be permitted to erect and maintain such signage in, on and around the Premises (to include the Building) that the Tenant commonly utilizes to identify its fire rescue stations. Tenant shall be responsible for complying with all local laws and ordinances regarding its signage.
9. **ALTERATIONS AND IMPROVEMENTS.** The Landlord, at its own cost and expense, will make improvements to the interior of the building to accommodate the Tenant's use. Said improvement are listed on Exhibit "C". The Tenant shall not make or permit anyone to make any alterations, improvements, installations, or additions (any such act an "Alteration") in or to the Premises of any kind or nature

whatsoever without the prior express written consent of Landlord, which the Landlord may withhold in its discretion.

#### **10. MAINTENANCE AND REPAIR.**

- (a) The Landlord, at its own cost and expense, shall maintain the canopy and the exterior of the building to include the exterior walls, roof, and foundation.
- (b) Once the Landlord has completed the improvements stated in Paragraph 9 the Tenant, at its own cost and expense, shall maintain the interior of the building to include the mechanical, electrical, plumbing, and heating ventilating and air conditioning (HVAC) systems for the duration of the Term of this Agreement.
- (c) The Tenant shall, at its own cost and expense, repair all physical damage to the Premises caused by the Tenant, its invitees, employees, or anyone under the Tenant's direction or control. In the event that any repairs or replacement costs are covered and paid for by Tenant's insurance, Tenant shall pay all deductibles and other sums not covered and paid for by such insurance policies.
- (d) The Tenant shall, at its own cost and expense, keep the Lease Property and Premises safe, clean, well-maintained, and in good order and repair. The Tenant shall make all necessary and required repairs to the interior of the Building including, without limitation, painting, wall repairs, repair or replacement of worn or damaged floor covering, repair or replacement of plumbing and electrical fixtures as may be necessary from time to time due to normal usage, door and related hardware replacement, and the cleaning and replacement of ceiling tiles. The Tenant shall also maintain and make all required repairs to the fencing and gates located on the Lease Property and Premises. The Tenant shall be responsible for the removal of all garbage, trash, rubbish or other refuse from the Lease Property and Premises.
- (e) The Landlord shall provide pest control services to the Premises on no less than a quarterly basis.
- (f) The Tenant shall provide all mowing and landscaping services required on the Lease Property and keep the Lease Property and Premises well maintained, clean, neat and free of unsightly objects at all times.
- (g) The Tenant shall inspect, maintain, and repair all life safety systems including but not limited to fire alarms, fire extinguishers and range hood extinguishing systems.

(h) The Landlord shall not be liable to Tenant for any inconvenience suffered by Tenant, its assigns, contractors, successors, invitees, employees, licensees or others, or for any other loss or damage resulting from the Landlord's performance of any necessary maintenance or repairs to any portion of the Lease Property and Premises. Further, any resulting interruption or inconvenience shall not constitute a constructive or other eviction of the Tenant.

(i) The Landlord shall maintain the generator, fuel tank and related equipment located on the Lease Property and Premises.

11. **INSURANCE.** The Landlord and the Tenant are self-insured as permitted by Florida Statutes, section 768.28, for the purposes of addressing any claim, judgment or claims bill which each may respectively be liable to pay. To the extent that Tenant maintains additional insurance coverage through a private provider or a pooled trust, and that such coverage is available, Tenant shall include its leasehold interest in the Property on its schedule of covered interests in real property.

12. **DEFAULT.** If either party defaults in any of its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the party receives written notice of the default from the other party, then the other party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the party in material default, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If, however, the default is of a nature that it cannot be cured within such fifteen (15) day time period, an event of default shall not be deemed to have occurred provided the party in default commences a cure of the default within the fifteen (15) day time period and thereafter diligently and continuously works to cure the default.

13. **LIABILITY LIMIT. IN NO EVENT, SHALL THE 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 BY THE OTHER PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. **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.

15. **DAMAGE OR DESTRUCTION.** If the Premises is wholly destroyed by fire or by other casualty then this Agreement shall immediately terminate. If the Premises

is partially damaged or destroyed so as to render the Premises unusable to the Tenant for a time period that will exceed thirty (30) days, then either party may terminate the Agreement by giving written notice to the other party.

16. **EMINENT DOMAIN.** If the whole of the Premises, 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 upon either of these events, this Agreement shall terminate and the Term shall cease on the date when possession of the Premises is taken by the condemning authorities. If a portion of Premises 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.
17. **ASSIGNMENT.** The Tenant shall not assign this Agreement or any interest therein; or sublease the Premises or any portion thereof without the Landlord's prior written consent, which the Landlord may withhold in its discretion.
18. **HAZARDOUS MATERIALS.** The Landlord represents and warrants to the Tenant that, to its actual knowledge, there are no Hazardous Materials present in, on, about, or under the Property, other than Hazardous Material in such quantities as may be required for normal day-to-day business operations, which are maintained in full compliance with all applicable laws. The Tenant shall not generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property or Premises by the Tenant, its guests, employees, contractors, or invitees, other than Hazardous Material in such quantities as may be required for normal day-to-day business operations, which are maintained in full compliance with all applicable laws. 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 to 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.
19. **SURRENDER.** Upon the expiration of the Term, the Tenant shall immediately surrender the Premises to the Landlord broom clean and in the same condition as existed on the Commencement Date, ordinary wear and tear excepted, with the Tenant having removed all its personalty from the Premises.
20. **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 Tenant:

City of Bartow

Attention: City Manager

450 North Wilson Avenue  
Bartow, Florida 33830

If to the Landlord: Polk County  
Attention: Real Estate Services Director  
P.O. Box 9005, Drawer RE-01  
Bartow, Florida 33831

Notices shall be effective when received at the addresses specified above. 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 19. 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 may otherwise be agreed between the parties.

21. **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 Lease Property during the Term.
22. **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 Lease Property 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.
23. **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.
24. **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.
25. **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.

26. **MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties.
27. **INTEGRATION.** 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.
28. **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.
29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
30. **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.
31. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the later of the two parties executes this Agreement.

[SIGNATURE PAGES FOLLOW]

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

**CITY OF BARTOW**, a municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Print Name Title

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

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

STACY M. BUTTERFIELD, Clerk

**POLK COUNTY,**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T.R. Wilson, Chairman

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

Exhibit "A"

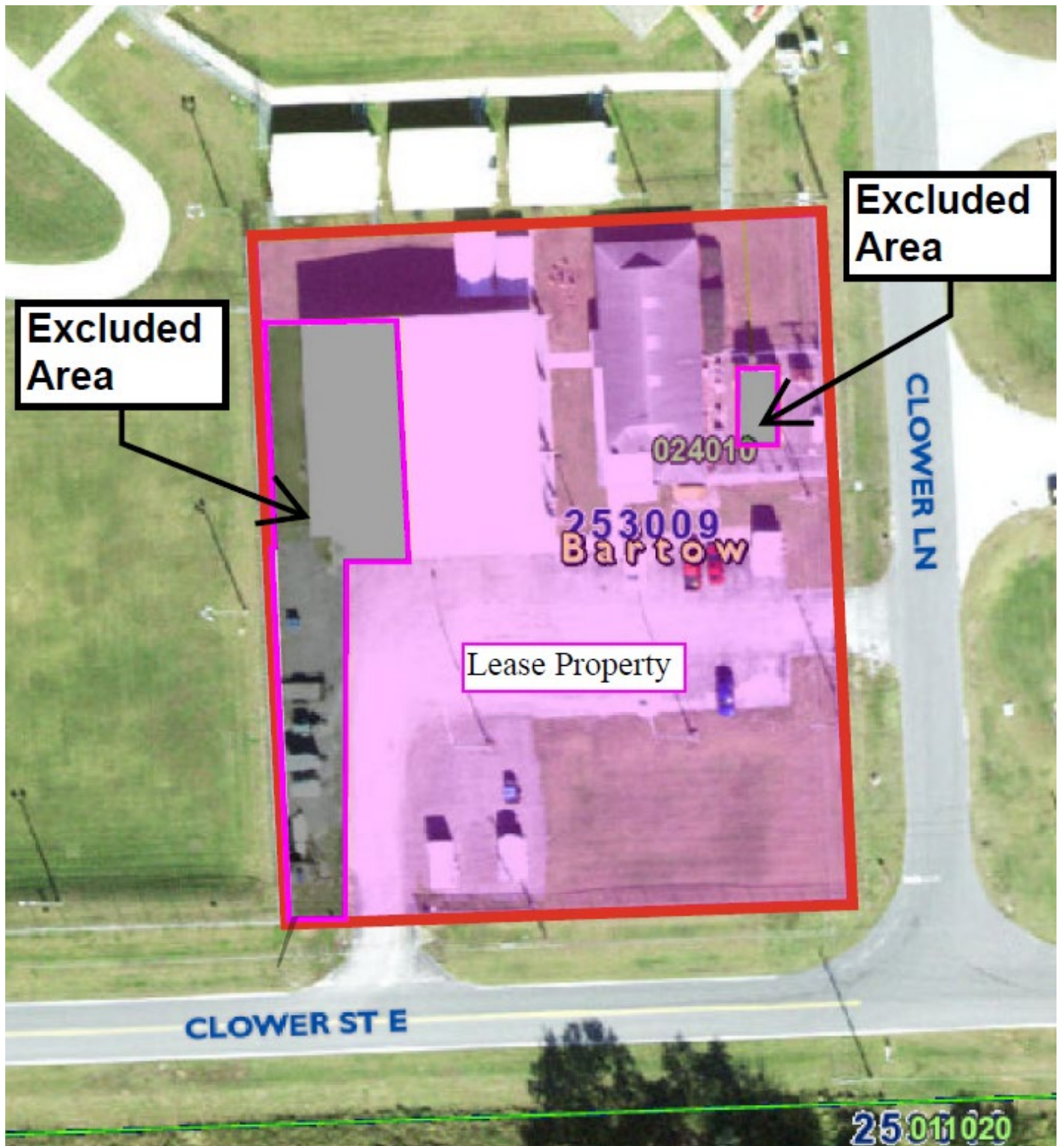


Exhibit “B”

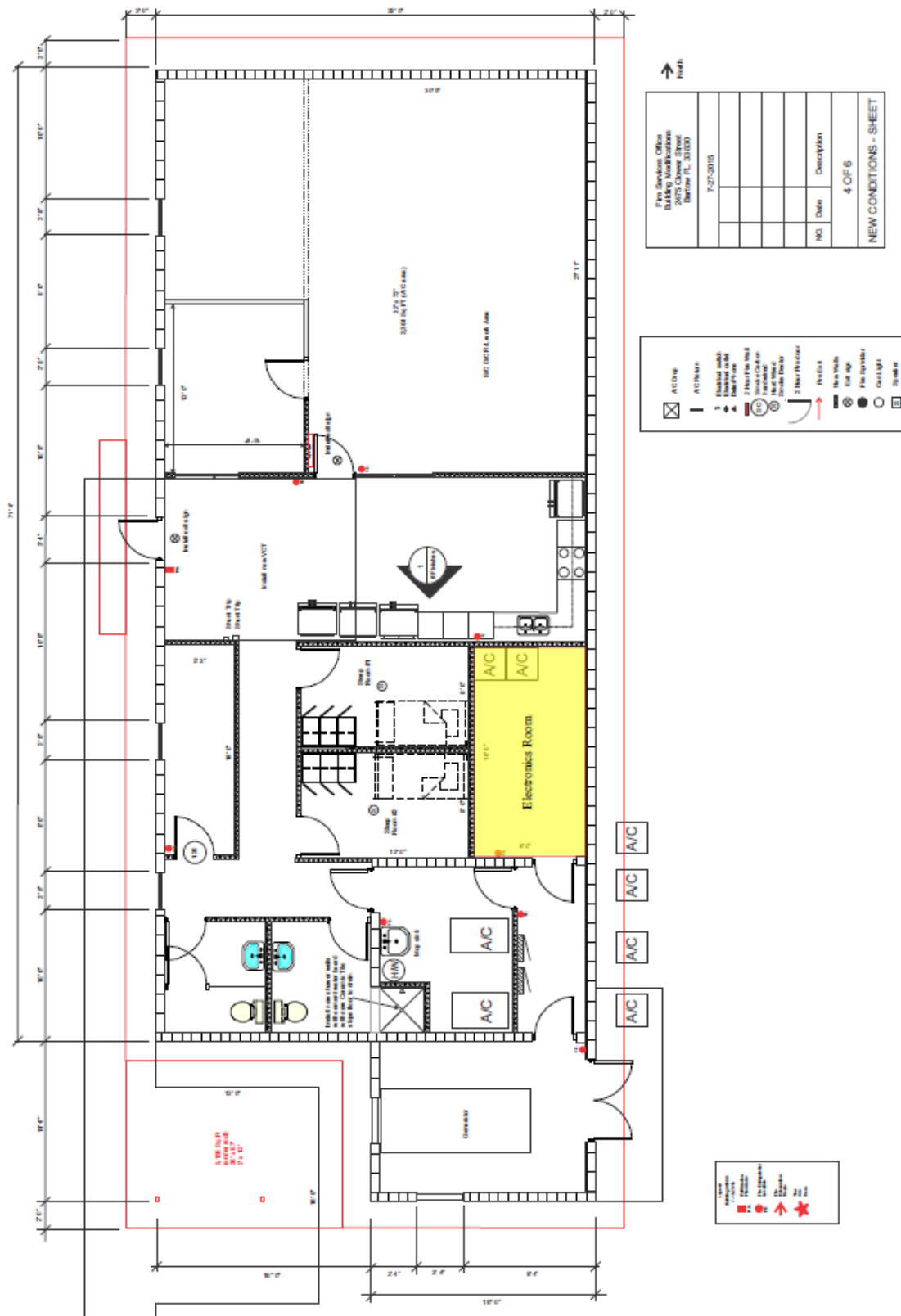


Exhibit "C"

1	<b>General Contractor Budget Cost include a complete renovation as follows:</b>	<b>Cost</b>
2	<b>Demolition:</b>	
	Walls per plans	
	Bathroom Walls and cut floors for shower drains	
	Demo all ceilings	
	Demo all ceramic walls and floor tiles in restrooms	
	Demo kitchen cabinets and appliances	
	Demo all restrooms, kitchen and plumbing fixtures and accessories	
	Demo all electrical and data outlets and light fixtures	
	Demo all door hardware	
	Provide Dumpster and Portilet & Final Cleaning	
3	<b>New Work:</b>	
	Provide new walls per floor plan.	
	Patch all holes in walls	
	Skim walls, prep and paint all walls and doors	
	Paint walls, doors and frames	
	Provide new ceramic walls and flooring in restrooms	
	<b>Install owner furnished kitchen cabinets</b>	
	Provide new fiberglass shower units in bathrooms	
	Provide new water lines, cut floor and install drains in bathrooms	
	Provide all ceramic tile on walls, and floors in bathrooms	
	Provide and install cabinets with hardware	
	Provide corian counter tops with sinks and faucets	
	Provide new 2'x 2' ceiling grid system	
	Provide new R-30 insulation	
	Provide all new door hardware	
	Convert one bedroom into office	
	Provide new lockers in bedroom	
	Provide (3) new refrigerators, 36" range & microwave	
4	<b>Provide HVAC (Ducts and Grills)</b>	
5	<b>Provide Electrical:</b>	
	*Provide new Data outlet boxes	
	*Provide new electrical outlets and circuiting	
	*Provide new LED Can light fixtures (4")	
	Data cost by owner	
	<b>Sub-total=</b>	
6	<b>Flooring System by Duffy &amp; Lee:</b>	
	Demo old flooring system except for ceramic wall and flooring tile systems	
	Provide new LVT (Heavy LVT as used in the Fire Stations)	
7	<b>Sub-Total</b>	
8	<b>Construction Allowance 5%</b>	
9	<b>Grand Total=</b>	