

LEASE

THIS LEASE is dated effective the 27 day of September, 2005, by and between Lake Sumter Community College, a body corporate of the State of Florida (the "Lessor"), and Sumter County Fire Rescue a department of the Sumter County, Florida Board of County Commissioners (the "Lessee").

RECITALS

A. Lessor is the fee simple owner of a Vocational Instruction Building (called Building 5) on the Sumter County campus of Lake Sumter Community College, located at 1405 CR 526A.

B. Lessee desires to lease a portion of the building, land and improvements located at 1405 CR 526A (the "Leased Premises") for use as two offices, and two restrooms, and temporary fire station facilities. There is an associated classroom which will be used by Lessor for related instructional activities.

C. Lessor is agreeable to letting the Leased Premises to Lessee on the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration as described herein, paid to Lessor on or before September 30, 2005, and of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Premises. Lessor hereby leases and lets the Leased Premises, upon and subject to the terms, conditions, covenants, and provisions hereof.

3. Term; Extensions. The Term of this Lease is 36 months commencing September 30, 2005, and terminating on or about September 30, 2008; with an option to renew for an additional 24 months.

4. Rent. Lessee hereby agrees to pay to Lessor amounts as follows:

\$20,000.00 on or before September 30, 2005

\$10,000.00 on or before September 30, 2006

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\$10,000.00 on or before September 30, 2007.

If the lease is extended by option of the Lessee pursuant to paragraph 3 above, Lessee shall pay additional lease payments of \$10,000.00 on or before September 30, 2008, for a total expenditure by the Lessee to the Lessor of \$50,000. It is the intent of both parties to have a permanent structure built on the campus for the purpose of firefighter training and response. This gives both parties until September 30, 2010 to complete said construction. If the term of the lease or the lease extension is cut short by mutual agreement, then a pro-rated amount of payment therefore shall be made by Lessor.

5. Additional Terms.

a. Lessee shall construct a temporary road along Lessor's East property line to serve the use as a temporary fire station.

b. Lessee shall build a shelter, in the form of an outdoor storage facility or "carport" type of building, for the fire trucks and emergency vehicles necessary. The plans for such shelter shall be approved by Lessor prior to construction. Lessee and Lessor may reach an agreement to provide for Lessor to construct such shelter.

c. Lessor shall enclose the east end of Building 5 and create a classroom, two restrooms, and two offices.

6. Use of Property. The Leased Premises are to be used as an instructional facility for firefighting and emergency services training, and a temporary fire station, and for no other purpose without prior written consent of Lessor. Lessee shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance. Lessee, at the expiration of the term, shall deliver up the Leased Premises in good repair and condition, reasonable use, ordinary decay, wear and tear excepted.

7. Utilities. Lessor shall provide utilities, including electric service, potable water, and sewer to the Leased Premises, and shall pay all charges and fees for such service.

8. Assignment & Sublease. Lessee shall not have the right or power to sublet the Leased Premises or any part thereof, nor to transfer or assign this Agreement without the prior written consent of Lessor. Any such assignment or subletting shall not affect or relieve Lessee from any of its obligations under this Agreement, and Lessee shall remain liable to Lessor for the full and faithful performance of all of the terms and provisions of this Agreement.

9. Condition of Premises. Lessor stipulates that the Leased Premises prior to Lessee's occupancy shall be in good order and repair and in a safe, clean and tenantable condition.

10. Maintenance and Repairs. Except as provided herein, Lessee shall repair and maintain the interior Leased Premises, including all electrical, plumbing, heating and air conditioning repairs, permanent lighting fixtures or appliances installed in the Leased Premises at the beginning of the term, and other mechanical installations. Lessee agrees to keep the Leased Premises in a clean and sanitary condition throughout the lease term. Lessor shall be responsible for all exterior wall, roofing and other structural repairs, all lawn maintenance and for repair to the exterior of the Leased Premises and parking lot. All repairs and replacements shall be made in a workmanlike manner, free and clear of liens and encumbrances. Broken glass and damage caused by overloading the electrical wiring shall be repaired by Lessee.

11. Insurance. Lessee, at Lessee's sole cost and expense, shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Leased Premises, improvements or adjoining areas or ways, providing protection of at least \$1,000,000.00 for personal or bodily injury or death to at least \$1,000,000.00 for any one accident or occurrence and at least \$300,000.00 for property damage. Such insurance shall name both Lessor and Lessee as insureds and Lessee shall provide Lessor proof of insurance before occupying the Leased Premises.

All insurance required by express provisions of this Agreement shall be carried only with responsible insurance companies licensed to do business in Florida. All such policies shall be nonassessable and contain language, to the extent obtainable, to the effect that any loss shall be payable notwithstanding any act or negligence of Lessor, Lessee, or others that might otherwise result in a forfeiture of the insurance, that the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives, and the Lease Premises, and that the policies cannot be cancelled or materially changed except after thirty (30) days' written notice by the insurer to Lessor.

12. Alteration by Lessee. Lessee may make minor changes to the interior of the Leased Premises such as the installation of extra closet shelving. Further, Lessee may decorate the interior of the Leased Premises including installation of drapery rods and painting. Such alterations will be at the sole expense of Lessee and will be left in good condition upon termination of this Agreement. Lessee shall not make any alterations to the Leased Premises which would affect the structural integrity of such premises. All such alterations so made shall automatically become the property of the Lessor at the end of Lessee's tenancy without expense to Lessor.

13. Signs. Lessee shall not affix, place or install upon the windows, doors, exterior walls or roof of the Leased Premises any signs, advertising, banners, flags, names insignia, trademarks, writing

or similar items unless the same shall have been approved in writing in each instance by Lessor. Such approval shall not be unreasonably withheld. In the event Lessor approves any such sign or other item, such sign or other item shall be constructed, installed and affixed at Lessee's sole cost and expense. All exterior signs shall conform to the Leased Premises' architectural design and shall be subject to the approval by the Lessor.

14. Damage or Injury to Lessee, Property and Persons on Leased Premises. Lessor shall not be liable for damage to person or property sustained by Lessee or any other person due to any accident in or about the Leased Premises, or to any act or neglect of Lessee or other occupants of the Leased Premises or any other person, or due to fire, explosion, water, bursting or leaking pipes, sprinkler systems, or plumbing fixtures, or similar hazards. Notwithstanding anything to the contrary herein contained, and irrespective of any insurance carried by Lessee for the benefit of Lessor under the terms hereof, Lessee agrees to protect, insure, defend and indemnify Lessor and the Leased Premises from any and all damages or liabilities of whatsoever nature arising out of or in connection with the Lessee's use or occupancy of the Leased Premises. All personal property brought into the Leased Premises by Lessee shall be at Lessee's sole risk and Lessor shall not be responsible for any damage thereto or theft thereof.

15. Fire, Condemnation or Destruction Clause. In the event the Leased Premises are made untenable by fire, rain, wind or other causes beyond the control of Lessor, and the Lessor chooses not to rebuild the Leased Premises, or the Leased Premises is ordered condemned or torn down by any properly constituted authorities of the federal, state, county or city government, then, in any of these events, this Agreement shall cease and terminate as the date of such destruction of the Leased Premises.

16. Right of Inspection. Lessor or his authorized agent shall have the right at all reasonable times (including times of emergencies) to enter the Leased Premises and inspect or repair the same and to show the same to prospective residents or purchasers.

17. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises for the agreed term.

18. Default. If Lessee shall fail to pay the rent or any part thereof when due, or shall fail to comply with any other of the covenants, terms and conditions of this Agreement within seven (7) days after receiving written notice specifying the non-compliance, or should Lessee at any time during the continuance of this Agreement abandon the premises or remove or attempt to remove all of his furniture, personal property and effects from the Leased Premises, or if any execution or other process be levied upon the interest of Lessee in this Agreement,

Lessor shall have the right, at his option and without notice to Lessee, to:

(a) Treat this Agreement as terminated and retake possession and use of the Leased Premises for its own benefit; or

(b) Retake possession of the Leased Premises as agent for Lessee, relet the premises on any reasonable terms and conditions which it deems proper, and hold Lessee in general damages for the difference between the rental due hereunder and the amount recovered from reletting; or

(c) Declare that the whole rent for the entire term of this Agreement shall at once become due and payable and Lessor may proceed with processes of law to collect the rent for the entire term in the same manner as if, by the conditions of this Agreement, the whole rent for the entire term was due and payable in advance; or

(d) Take no action and collect from Lessee each monthly rental installment as it matures; or

(e) Take such other and further action as may be permissible under the laws of the State of Florida.

No remedy herein reserved to Lessor shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy existing at law or in equity. Every remedy given by this Agreement to Lessor may be exercised from time to time and as often as the occasion may arise and the failure of Lessor to exercise any remedy in one instance shall not constitute a waiver of Lessor's right to exercise that remedy should the default continue or again occur. If Lessor elects to retake possession of the Leased Premises and relet them as agent for Lessee, Lessor shall be entitled to exercise its discretion in the acceptance of a new tenant, and shall not be required to relet the Leased Premises so long as he has similar premises available for rent.

19. Surrender of Premises. Lessee agrees that on the last day of the term of this Agreement, or, in the event this Agreement is otherwise terminated, on such termination date, Lessee will peacefully and quietly release and surrender the entire Leased Premises in as good a condition as on the first day of the term of this Agreement, ordinary wear and tear excepted.

20. Surrender of Leased Premises Prior to End of Term. Any attempt by Lessee to surrender possession of the Leased Premises prior to the end of the term shall only be effective if accepted by Lessor in writing. Delivery of the keys to the Leased Premises by Lessee and acceptance thereof by Lessor shall not constitute a surrender by

operation of law unless Lessor acknowledges such surrender, in writing, at the time the keys are delivered.

22. Notices. All notices and demands authorized or required to be given to Lessee hereunder may be served upon Lessee in person or by regular mail addressed to him or deposited by Lessor at the Leased Premises. All notices required to be given Lessor hereunder are required to be submitted in writing at his address listed in paragraph 4 or at such other address as Lessor may designate in writing from time to time.

23. Attorney's Fee. Should either party prevail in any legal action brought to enforce this Agreement or for its breach, the other party agrees to pay the prevailing party all cost resulting from such action including attorney's fees, court costs, investigative charges, and costs of appeal.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto their respective successors, administrators, executors, heirs and assigns.

25. Failure to Enforce. The failure of Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege, or option herein conferred upon or reserved unto Lessor shall not operate or be construed as a relinquishment or waiver for the future enforcement of such covenant or condition or the right to enforce the same or to exercise such privilege, option or remedy but the same shall continue in full force and effect.

26. Severability. If any paragraph or provision of this Agreement shall be unenforceable, same shall be deemed to be severable from each and every remaining paragraph or provision of this Agreement, unless the context requires otherwise, and the unenforceability of such shall not otherwise affect this Agreement.

27. Heading. The headings used for the various paragraphs herein contained are for convenient reference only, and are not intended to define, construe, or in any manner limit the contents of such paragraphs.

28. Situs. This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

29. Entire Agreement. No oral agreements have been entered into in consideration of the making of this Agreement and this Agreement contains the full statement of the obligations of all parties hereto.

IN WITNESS WHEREOF the Lessor and Lessee have signed and sealed these presents in duplicate all as of the day and year first above written.

Signed in the presence of:

Don C. Koest
(As to Lessor)

LESSOR:

Jacqueline V. Talley
Jacqueline V. Talley
Chairman, Board of Trustees
Lake-Sumter Community College

Bernadine Lavin
(As to Lessor)

LESSEE:

Conni West
(As to Lessee)

Joey A. Chandler
by: Joey A. Chandler, Chairman
Sumter County Board of County
Commissioners

Melissa Steed
(As to Lessee)