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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 25th day of April, 1989, by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA JUNIOR COLLEGE, FLORIDA, hereinafter referred to as "Lessor," and THE CITY OF PENSACOLA, a municipal corporation, hereinafter referred to as "Lessee,"

FOR AND IN CONSIDERATION of the mutual benefits to be derived by the parties hereto from this Lease, the mutual promises contained herein and other good and valuable considerations, Lessor and Lessee do hereby covenant and agree each with the other as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the real property described on Exhibit "A" attached hereto and made a part hereof by reference ("Leased Premises"), upon the terms, covenants and conditions set forth herein.

2. Purpose of Lease. Lessee shall construct a public library, parking areas, and such other improvements as may be approved by Lessor on the Leased Premises, and after completion of construction shall use the improvements on the Leased Premises solely for the operation of a public library and for no other purpose.

3. Design and Materials. Lessor desires to ensure that the improvements to be constructed on the Leased Premises by Lessee are harmonious in appearance with the adjacent buildings situated on Lessor's property, and Lessor also has an interest in the location of the improvements on the Leased Premises and the quality of the construction. For the foregoing reasons, all architectural plans, specifications, construction materials and other documents relating to the design and construction of the improvements on the property shall be subject to the prior approval of Lessor. Lessee agrees that it will landscape the Leased Premises in an aesthetically pleasing manner acceptable to Lessor. After approval by Lessor, no changes, alterations or modifications of the drawings and specifications, nor of the



improvements to be constructed on the Leased Premises, shall be made without the consent of Lessor.

4. Construction. Lessee shall commence construction of the improvements to be placed on the demised premises within 180 days from the date of this Lease, and after commencement shall diligently pursue construction of the improvements to completion. Lessee shall cooperate with Lessor in minimizing any interference with Lessor's activities on its adjacent properties during the period of construction.

5. Term. The term of this Lease shall be for a period of fifty (50) years commencing as of the date of this Lease Agreement.

6. Renewal. Upon the expiration of the fifty (50) year term, Lessee shall have the right to renew this Lease on the same terms and conditions for up to ten (10) consecutive five (5) year terms. Lessee shall notify Lessor in writing at least ninety (90) days prior to the expiration of the initial term and prior to the expiration of each of the renewal terms of its desire to renew the Lease for an additional term. Lessor shall have no obligation to renew the Lease after expiration of the last of the ten (10) five (5) year renewal terms.

7. Rental. The consideration for this Lease Agreement are the benefits to be derived by the students, faculty and staff of Lessor from the location of a public library on its property. After completion of construction, Lessee shall operate a public library on the Leased Premises, and shall maintain the building, associated parking lots and landscaped areas in good condition and repair. Lessee shall not be required to pay Lessor any monetary sums for the rental of the Leased Premises.

8. Taxes, Assessments. The parties do not contemplate that any real estate taxes will be assessed against the Leased Premises, the contents of the building to be constructed, or on the use of the Leased Premises; however, if any such taxes are assessed or levied against the Leased Premises, the building and contents or on the use of the Leased Premises, Lessee shall pay

all such taxes when due, levied, or assessed against the property or its use, and shall hold Lessor free and harmless from the imposition of any such taxes.

9. Utility Charges. Lessee shall pay all charges for all utilities and services furnished to the demised premises, including, but not limited to all charges for the installation, tap-in and hook up of utilities and all charges for sewage collection and disposal, electricity, telephone, water, gas and all other fuels, utilities and services furnished to or consumed upon the Leased Premises.

10. Indemnification. Lessor shall not be liable to Lessee or its licensees, invitees, agents or employees or to any other person for any injury or damage to its, his or their persons or property by any cause whatsoever, including, but not limited to, water, rain, sleet, fire, storms, negligence and accidents, breakage, stoppage, or leaks of gas, water, heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Leased Premises or property adjacent thereto, unless, however, such injury or damage is caused by the negligence or willful misconduct of Lessor. Except to the extent prohibited by law, Lessee will indemnify, defend and save Lessor harmless from and against all liability, damage or expense caused by or growing out of any injury or damage to persons or property upon the Leased Premises, including any attorneys fees and costs incurred by Lessor as a result thereof, provided however that such indemnification of Lessor shall not apply where such injury, loss or damage is caused by the negligence or willful misconduct of Lessor.

11. Maintenance and Repairs. Lessee shall, at its sole cost and expense, (a) keep and maintain (and repair and replace when necessary) all portions, exterior and interior, of the building to be constructed on the Leased premises, (b) keep and maintain, in clean and attractive condition, all parking areas and landscaping on the Leased Premises, and (c) retain sufficient

janitorial and pest control services for the premises. It is expressly understood that Lessor shall not be responsible for maintaining any structural improvements installed on the Leased Premises by Lessee during the term of this Lease.

12. Equipment and Furnishings. Lessee shall have the right to install such equipment and furnishings as it sees fit in the improvements to be constructed on the Leased Premises, and title thereto shall remain in Lessee and all such personal property shall be at the sole risk of Lessee. Upon the expiration or termination of this Lease, Lessee shall have the right to remove any such equipment and furnishings, provided that Lessee shall repair any damage caused by such removal.

13. Signs. Lessee shall not install or erect any signs on the Leased Premises without first obtaining Lessor's consent to the size, location, design and materials for such sign or signs; provided, however that Lessor agrees that such approval shall not be unreasonably withheld. At the expiration or termination of this Lease, if requested to do so by Lessor, Lessee shall remove all signs at Lessee's sole cost and expense and shall repair any damage caused by such removal.

14. Liens. Lessee covenants that no liens shall be permitted to be attached to the Leased Premises or Lessee's interest therein and Lessee agrees to discharge any claim of lien or to transfer any lien claimed to a bond or such other security as may be permitted by law within ten (10) days of the filing of any claim of lien. Lessee further covenants and agrees to indemnify and hold Lessor harmless from and against any and all losses, damages, and expenses in connection with or arising out of any claims, charges, adverse interest or other encumbrances of any sort against or upon the Leased Premises, caused or permitted or alleged to have been caused or permitted, by Lessee or Lessee's agents, employees, or invitees, including, but not limited to, Lessor's attorneys fees incurred out of court, at trial, or on appeal.

15. Insurance. Lessee shall procure and maintain for the term of this lease fire, windstorm, and extended coverage insurance for the full replacement value of all buildings, permanent improvements and fixtures to be constructed on the Leased Premises for protection against loss or damage by windstorm or other hazards ordinarily included within the definition "extended coverage" as such term is used in the insurance trade.

16. Access to Leased Premises. Lessor shall have the right to enter upon the Leased Premises from time to time to inspect the condition and occupancy thereof; however, this right shall be exercised in a manner so as not to interfere unreasonably with Lessee's use and enjoyment of the Leased Premises.

17. Security. Lessee, at its sole cost and expense, shall be responsible for the security of any person on the Leased Premises and for the security of any property placed in or upon the Leased Premises.

18. Default. If Lessee shall fail to construct and maintain the improvements on the Leased Premises specified herein, or if any other covenant or agreement herein contained on Lessee's part to be kept and performed shall not be kept or performed, and if Lessee fails to commence to cure such default, breach or nonperformance of covenant or agreement within thirty (30) days after Lessee's receipt of written notice from Lessor specifying such default, or if Lessee fails to complete the cure thereof with diligence and as expeditiously as possible, or if Lessee shall otherwise be in default under this Lease, then Lessor may, at its election, immediately or at any time thereafter cancel this Lease and enter into and upon the Leased Premises and repossess the same and expel Lessee and those claiming under it, and thereupon, this Lease shall absolutely cease and terminate. Such repossession shall not constitute a waiver of Lessor's rights to recover damages from Lessee for any damages to the Leased Premises.

19. Casualty Damage. If the improvements on the Leased Premises shall be partially damaged by fire or other casualty, the damages shall, within a reasonable time thereafter, be repaired by and at the expense of Lessee. If the improvements constructed on the Leased Premises are totally damaged or rendered wholly untenable by fire or other casualty, Lessor shall have the right and option to require Lessee to restore or rebuild the improvements to their condition existing prior to the casualty or to terminate this Lease within thirty (30) days from the date of such casualty by giving written notice to Lessee.

20. Eminent Domain. If the whole or any part of the Leased Premises shall be taken by a public authority under the power of eminent domain, then the term of this Lease, at the option of Lessor, shall cease on the day that possession shall be required by the condemning authority, and Lessee shall have no claim or demand of any kind or character in and to any award made to Lessor by reason of such condemnation.

21. Assignment. Lessee shall not assign this Lease or sublet the premises in whole or in part.

22. Notices. Any notice or demand to be given or that may be given under this Lease shall be in writing and shall be (a) delivered by hand with the recipient providing a written receipt, or (b) delivered through the United States Mail postage prepaid, certified, return receipt requested, addressed to the parties as follows:

If to Lessor: Pensacola Junior College  
1000 College Boulevard  
Pensacola, Florida 32504  
Attn: Vice President  
for Business Affairs

If to Lessee: City of Pensacola  
City Hall  
180 Governmental Center  
Pensacola, Florida 32501  
Attn: City Manager

Any notice or demand to be given or that may be given under this Lease shall be deemed effective (i) on depositing the notice or demand in the United States Mail with proper postage affixed, certified, return receipt requested, or (ii) upon hand delivery

to the appropriate address as provided in this paragraph. Any party to this lease may change address by notice in writing to the other party in the manner provided in this paragraph.

23. Surrender. Upon the termination of this Lease for any cause or reason, Lessee will peaceably deliver up the Leased Premises to Lessor along with all improvements thereon, in good condition and repair, ordinary wear and tear excepted, unless Lessor directs Lessee to remove the improvements from the Leased Premises.

24. Termination. Lessee may unilaterally terminate this Lease and surrender possession of the Leased Premises to Lessor by giving Lessor at least thirty (30) days prior written notice of its intent to terminate the lease. Upon the termination or expiration of this Lease Agreement, Lessor may, at its sole option, either take possession of and occupy the improvements on the Leased Premises or require Lessee to remove all improvements therefrom and restore the Leased Premises to its original condition. Lessor shall communicate its choice to Lessee in writing within one hundred eighty (180) days after the date of expiration or termination of the Lease. If Lessor exercises its option to require Lessee to remove the improvements from the Leased Premises, Lessee shall remove such improvements within one hundred eighty (180) days after its receipt of notice from Lessor.

25. Miscellaneous. This Lease shall not be modified except by written agreement signed by the parties to be bound and shall be construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed the day and year first above written.

Witnesses:

Barbara J. Floyd  
As to Lessor

THE DISTRICT BOARD OF TRUSTEES OF  
PENSACOLA JUNIOR COLLEGE, FLORIDA

By: Thomas E. [Signature]  
Its President/Secretary

THE CITY OF PENSACOLA

As to Lessee

By: Rodney L. Kendig  
Its City Manager

Attest

By: Shirley J. Lane  
Its City Clerk

Approved as to Form

By: M. J. Menge  
M. J. Menge  
Attorney - Pensacola Junior College

APPROVED AS TO FORM AND EXECUTION	
BY	<u>Jerry Eaton</u> City Attorney
Dated	<u>4/25/89</u>

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Legal description of the real property situated in Escambia County, Florida, leased by The District Board of Trustees of Pensacola Junior College, Florida to The City of Pensacola for use as a public library site:

Begin at a point in the Southwest corner of the existing parking lot (New Lot No. 4). Thence go North 44 degrees 27 minutes 14 seconds East for a distance of 234 feet 0 inches. Turn 90 degrees. Thence go South 45 degrees 32 minutes 46 seconds East for a distance of 246 feet 0 inches. Turn 90 degrees. Thence go South 44 degrees 27 minutes 14 seconds West for a distance of 256 feet 0 inches. Turn 90 degrees. Thence go North 45 degrees 32 minutes 46 seconds West for a distance of 246 feet 0 inches. Turn 90 degrees. Thence go North 44 degrees 27 minutes 14 seconds East for a distance of 12 feet 0 inches to close. Total acres of library site: 1.4 acres.

(The foregoing description was taken from Architectural Drawing Number C-2.1 "New Site Plan Lease Area" prepared by Walter J Smith, Architect; it is not a survey description. A survey of the Leased Premises shall be prepared by the City of Pensacola, and the legal description on the survey after approval by Pensacola Junior College, shall be substituted for this page and attached to the Lease Agreement.)