

**LEGISLATIVE**

**# 120681C**

**GROUND LEASE AGREEMENT FOR TEMPORARY PUBLIC LIBRARY**  
**AT CONE PARK**

THIS GROUND LEASE AGREEMENT (“**Lease**”) is made effective on August 22, 2011, (the “**Commencement Date**”) by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation (“**Lessor**”), and **ALACHUA COUNTY LIBRARY DISTRICT, an Independent Special District** (“**Lessee**”).

**WHEREAS**, the Lessor and the Lessee have entered into a Memorandum of Understanding to express the parties cooperative intent for the Lessee to construct a public library on a portion of the Fred Cone Park property owned by the Lessor; and

**WHEREAS**, until such time as the parties can finalize plans and documents that would allow for a permanent public library to be constructed, the Lessee desires to obtain from the Lessor a Lease to use a portion of Fred Cone Park for the location of a modular building that will be used as a temporary public library.

**NOW THEREFORE**, in consideration of \$1.00, paid by Lessee to Lessor, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties agree as follows:

1. **Leased Premises**: The Lessor does hereby grant a ground lease to the Lessee of the real property depicted on **Exhibit “A”** attached hereto (the “**Leased Premises**”).

2. **Term**. The term of this Lease shall be for two consecutive years commencing on the Commencement Date (“**Initial Term**”). This Lease may renewed and extended by mutual agreement of the Lessor and Lessee. For purposes hereof, “**Term**” shall mean the Initial Term and any renewal terms.

3. **Memorandum of Lease**. The parties agree that a Memorandum of Lease in the form attached hereto as **Exhibit “B”** shall be executed by the parties and recorded by Lessee, at Lessee’s cost and expense, within thirty (30) days of execution of this Lease by both parties.

4. **Rent; Taxes**. Commencing on the first day of the Initial Term, Lessee shall pay to Lessor the amount of rent (“**Rent**”) provided in the Rent Schedule attached hereto as **Exhibit “C”**, plus any applicable Federal, State, County or local sales or use tax or other tax on rents. Rent shall be payable in advance on or before the first (1st) day of each calendar month, without any notice, demand, or offset, and shall be remitted to the address stated in **Exhibit “C”**, or such other address as Lessor may direct by notice in writing to Lessee. It shall be the sole responsibility of the Lessor to remit the Lessee’s payment of any applicable Federal, State, County or local sales, or use tax or other tax on rents to the appropriate taxing authority. If the Commencement Date, or the date of termination (the “**Termination Date**”), of this Lease is other than the first (1st) day of a calendar month, the first and last month rent shall be prorated.

In the event any installment of any the rent owed by Lessee is not paid when due, Lessee shall

pay a late charge equal to ten percent (10%) of the amount due. The parties agree that such charge is a fair and reasonable estimate of Lessor's administrative and other expense incurred on account of late payment. Should Lessee make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges and then to reduce all other past due amounts.

In addition, late payments of rent shall bear interest from the date due at a rate of twelve percent (12%) or the highest rate then permitted by law, whichever is less.

In the event that at any time in the future any tax or assessment, whether ad valorem or otherwise, should be levied against Fred Cone Park, the Leased Premises or other improvements placed thereon by Lessee, or any part thereof, or upon any estate hereby created, Lessee covenants and agrees to promptly pay and discharge said taxes. It is agreed that Lessee shall assume and be responsible for the payment of such taxes and assessments, if any, for the year in which this Lease is executed, and thereafter, during the term of this Lease. Payment of said taxes or assessments shall be in addition to the rent payment provided for in this Lease. Lessee shall pay the Lessor such taxes and/or assessments within thirty (30) days of receipt of a bill for said taxes or assessments. In the event tax assessment is extended to the entirety of Fred Cone Park, the Lessee may pay the entire amount or, at its sole expense, challenge the assessment. Lessor will cooperate with any such challenge.

5. **Use.** The Leased Premises may be used by Lessee for the sole purpose of locating and operating a modular building, approximately 24 feet by 56 feet in size, to be used as a temporary public library (“Lessee’s Use”). In addition, the Lessor and its employees, agents, patrons and invitees may park in the improved parking spaces and may utilize the sidewalks located in Fred Cone Park to access the modular building. The Lessor retains the right, at any time, upon notice to the Lessee, to assign or otherwise restrict the parking available for use by the Lessee, its employees, agents, patrons and invitees.

A. Lessor shall have the right, at any and all reasonable times, with at least twenty four (24) hours prior notification to Lessee (or in the event of an emergency, upon whatever notice is reasonable under the circumstances), to enter upon the Leased Premises for the purpose of making inspections to determine whether Lessee is complying with the terms of this Lease and for any other purpose Lessor deems appropriate.

B. The Leased Premises shall at all times be considered a part of those certain lands known as Fred Cone Park and the use of the Leased Premises, as well as all persons entering thereon or therein, whether as an employee, agent, guest, or invitee of the Lessee, shall be subject to all applicable laws, statutes, ordinances, orders, rules and regulations of Federal, State, county and municipal authorities, and of any departments or divisions thereof, and of the applicable regulations of the Lessor.

C. Lessee shall not make nor suffer any unlawful, improper or offensive use of the Leased Premises or any use or occupancy thereof.

6. **Improvements.** The Lessee shall, at its sole expense, install a modular building

and all improvements, such as utilities, necessary and required to serve the modular building (the “**Improvements**”). The Lessee shall, at its sole expense, obtain all permits and approvals required by the Lessor, and any other applicable regulatory agency, to locate and operate the modular building as a public library on the Leased Premises. The Lessee shall have the temporary right, during construction, to cross such other portions of Fred Cone Park as are necessary for Lessee to locate the modular building and connect to utilities to serve the modular building and in accordance with its permits and approvals. Lessee shall cause the Improvements and any subsequent improvements or alterations to the Leased Premises to be constructed in accordance with applicable laws. Lessee shall have the right to make such alterations, improvements, and changes to any Improvements that may from time to time be on the Leased Premises as the Lessee may deem necessary, or to replace any such improvements in the event of damage or destruction. Lessee shall obtain Lessor’s prior written approval of any changes to the Improvements or additional improvements.

A. The parties recognize that the Lessor is entering this Lease in its proprietary capacity, as owner of the Leased Premises, and not in its regulatory capacity. The parties agree that nothing contained in this Lease shall be interpreted or construed as an approval, waiver or contract to approve or waive any permit or other governmental requirement that the Lessor may have jurisdiction over in its regulatory capacity. Nothing contained in this Lease shall be interpreted or construed as contracting away the exercise of the regulatory or police powers of the Lessor.

B. Lessee shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics’, materialman, or other type of lien or claim against Lessor or the Leased Premises by, against, through, or under Lessee or its contractors. Lessee shall notify its contractors that Lessor’s interest shall not be subject to any liens or shall not be subject to any liens or claims for alterations, improvements or fixtures to the Leased Premises by Lessee. If any such lien or claim is filed, Lessee shall cause the same to be discharged within twenty (20) calendar days of the filing of the lien.

C. Lessee’s contractor performing any work hereunder shall obtain payment and performance bonds (or public construction bonds) in face amounts of 100% of the value of the work. All bonds shall inure to the benefit of the Lessor.

D. Lessee shall require any and all contractor(s) performing work on the Leased Premises to obtain, prior to commencement of construction of any improvements made to or on the Leased Premises by or on behalf of the Lessee, the following:

1. Workers' Compensation Insurance for all persons engaged in said construction.

2. Public Liability and Property Damage Insurance for the duration of said construction, to protect contractor and all of its approved construction sub-contractors from claims for damages for personal injury and accidental death and to property. All insurance required under this section shall be in the amount of

One Million (\$1,000,000.00) Dollars for each occurrence and One Million (\$1,000,000.00) Dollars in aggregate or the limits of liability required by law, whichever is greater. All such insurance must be obtained through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A, and certificates of such insurance shall be filed with Lessor prior to commencement of such construction. Lessor shall be named as additional insureds with respect to such insurance and shall be given no less than thirty (30) days written notice of any amendment or cancellation thereof.

E. Prior to the date of expiration or termination of this Lease, Lessee agrees to remove, at its sole expense, the modular building, and all associated improvements, installed by or caused to be installed by the Lessee upon the Leased Premises. The Lessee shall, upon vacation of the Leased Premises, restore the Leased Premises to the same condition as it existed prior to Lessee occupying the Leased Premises. Anything not removed on or before the date of expiration or termination of this Lease will, at the option of the Lessor, become the property of the Lessor.

7. **Maintenance.** Lessee shall maintain the Leased Premises and its Improvements at all times in the condition required in this Section and Lessee shall not permit the creation or maintenance of any nuisance or any unsafe or hazardous or dangerous conditions. Lessor shall provide Lessee written notice of any such condition or nuisance as provided herein, and if Lessee fails to take appropriate action within seven (7) calendar days of such notice, Lessor may remove the condition or nuisance and charge the cost thereof to Lessee, which cost shall be paid promptly upon demand by Lessor, or Lessor may terminate this Lease. Lessee shall, throughout the Term, at its own cost, and without any expense to Lessor, keep maintain, repair and replace all Lessee owned improvements of every kind on the Leased Premises, which are installed by Lessee, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, Lessee shall restore and repair any improvements of any kind, that were installed by Lessee, that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature or description whatsoever to the Leased Premises or any improvements thereon.

8. **Utilities.** The parties agree that the modular building will, at the sole expense of the Lessee, be connected to the water and wastewater services provided to the existing Fred Cone Park Community Center building. After such connection, the Lessor shall, at its sole expense, pay the monthly charges billed by Gainesville Regional Utilities for the water and wastewater services to the modular building and the Fred Cone Park Community Center building. The Lessee will, at its sole expense, connect to and provide a separate meter for electric service to the modular building. Lessee shall, at its sole expense, pay the monthly charges billed by Gainesville Regional Utilities for the electric service to the modular building. All other services to the modular building, such as cable or internet, shall be connected and provided at the sole expense of the Lessee.

9. **Termination.** Except as otherwise provided herein, this Lease may be terminated upon written notice as follows:

A. By Lessor if Lessee fails to pay any installment of Rent and such failure is not cured within thirty (30) calendar days after written notice thereof;

B. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

C. Upon thirty (30) calendar days notice by Lessee to Lessor, if Lessee is unable to maintain, through no fault of Lessee, operation of the public library; or

D. By Lessor upon (a) Lessee becoming insolvent; (b) Lessee making an assignment for the benefit of creditors; (c) Voluntary petition by Lessee for relief under or otherwise seeking the benefit of any bankruptcy, reorganization, arrangement or insolvency law; (d) Appointment of a receiver or trustee for Lessee; or

E. By Lessor upon Lessee deserting, vacating or abandoning the Leased Premises for a period of ninety (90) consecutive calendar days.

In addition to terminating the Lease in the event of default, the terminating party may exercise any and all other remedies available to it at law and in equity.

10. **Destruction of Improvements.** If the Leased Premises or the Improvements are destroyed or damaged, so as to hinder the effective use of the Improvements in Lessee's sole and exclusive judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor (excluding those obligations that survive expiration or termination) shall cease as of the date of the damage or destruction. If Lessee elects to terminate after damage destruction, Lessee shall restore the Leased Premises as specified in Section 6 E. hereof within sixty (60) days after the damage or destruction.

11. **Condemnation.** If a condemning authority takes all of the Leased Premises or a portion to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the Lessee's Use, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to the portion of any award payable for the value of its Improvements, moving expenses, prepaid rent and business dislocation expenses and Lessor shall be entitled to receive that portion of the award which has been paid on account of the taking of the land, including lost rent. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

12. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000. Additionally, Lessee shall maintain

insurance against loss by fire, lightning, windstorm, flood, sinkhole, vandalism, malicious mischief and other hazards customarily insured by extended coverage, all risk (now known as causes of loss-special form) coverage on the Improvements for their full replacement value, which shall be adjusted from time to time to reflect current replacement value. All such insurance must be obtained through an insurance company authorized to do business in the State of Florida with an A.M. Best Rating of no less than A and certificates of such insurance shall be filed with Lessor prior to commencement of such construction. Lessor shall be named as additional insured with respect to such insurance and shall be given no less than thirty (30) days written notice of any amendment or cancellation thereof. Upon Lessor's written request, Lessee agrees to review the coverage limits of its liability insurance and increase the same to the extent necessary to adequately cover the operations on the Leased Premises, as determined by Lessee in its reasonable discretion; provided in no event shall Lessor require that Lessee review such limits more than once every two (2) years. Lessee hereby waives all rights to recover against Lessor for any loss or damage to property arising from any cause that would be covered by any insurance required or actually carried under this Lease. Lessee will cause its insurers to issue appropriate waiver of subrogation rights endorsements, and shall supply Lessor with appropriate information from its insurers confirming such waiver to be in effect. Lessor shall be a loss payee on the Lessee's property insurance to ensure that any insurance proceeds paid for the Improvements shall be utilized by Lessee to repair/restore the Improvements if and as required by this Lease.

13. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. Lessee may not use, dispose of, store or generate Hazardous Materials on the Leased Premises except those ordinarily and customarily required to conduct the Lessee's Use. Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, officials, invitees or contractors to be in compliance with all applicable laws, rules, regulations and orders. In the event of a release of Hazardous Materials by Lessee, its agents, employees, invitees or contractors in violation of law, Lessee shall take all actions necessary to remediate the contamination to the full extent required by law. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, officials, invitees or contractors. Lessee shall notify Lessor within five (5) days after any release of Hazardous Materials on the Leased Premises or receipt of notice regarding the Leased Premises from a regulatory body with jurisdiction over Hazardous Materials. The foregoing section shall survive any termination or expiration of this Lease.

14. **Employees and Agents of Lessee.** The employees and agents of Lessee shall not be deemed to be employees or agents of Lessor solely by the existence and terms of this Lease.

15. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, delivery by U.S. Mail, registered or certified, and postage prepaid, or delivery by a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

If to Lessor, to: Russ Blackburn  
City Manager  
City of Gainesville  
200 E. University Avenue, Suite 402  
P.O. Box 490, Station 6  
Gainesville, Florida 32627

If to Lessee, to: Alachua County Library District  
401 East University Avenue  
Gainesville, Florida 32601  
Attention: Shaney Livingston, Library Director

16. **Title and Quiet Enjoyment.** Subject to Lessee complying with the Lease, Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises against the claims of all persons claiming by, through or under Lessor during the Term.

17. **Encumbrances; Assignments and Subleases.** Lessee may enter into financing which is secured by a leasehold mortgage on the Improvements, but shall not encumber fee simple interest in the Leased Premises. Lessee shall not have the right at any time to pledge, hypothecate, mortgage or assign this Lease or any estate or interest herein, by operation of law or otherwise, or to sublet the Leased Premises or any part thereof without the prior written consent of Lessor which may be withheld in the sole discretion of the Lessor. Any such transfer of this Lease or sublease made without Lessor's consent shall be void and of no force and effect. Lessor shall review and respond to any request relating to Lessee's financing arrangements within thirty (30) calendar days after receipt of any such request.

The consent of Lessor to any one or more assignments, subleases, transfers or liens shall not operate to exhaust the Lessor's rights under this section, nor shall Lessor's consent operate to release Lessee from any of its obligations under this Agreement.

18. **Assignment.** The Lessee is not permitted to assign, transfer, convey or otherwise dispose of this Lease to any other person, legal entity or corporation without the previous written consent of the Lessor. If the Lessee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise attempt to dispose of same, the Lessor reserves the right to declare this Lease terminated without previous notice to Lessee.

20. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective lender or mortgagee. Such certification shall be transmitted within



thirty (30) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other information as may reasonably be requested.

21. **Covenant Against Liens.** If, because of any act or omission of Lessee or any party claiming by through or under Lessee, any lien, charge, or order for the payment of money shall be filed against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

22. **Indemnification/Waiver of Liability.** Lessee shall indemnify and save harmless Lessor, its officers, employees and elected and appointed officials, from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises resulting from any act(s) or omission(s) of Lessee, or Lessee's officers, agents, invitees, employees or contractors. Lessee shall, at its own cost and expense, defend with counsel acceptable to Lessor any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such above-mentioned matter, claim or claims. This indemnification shall not be limited to the insurance coverage provided herein. This indemnification obligation shall survive the expiration or termination of the Lease.

23. **Miscellaneous.**

A. Lessee shall surrender possession of the Leased Premises to Lessor upon the expiration or termination of this Lease, free of all trash, junk, garbage and other similar debris. Upon such surrender, all Improvements on the Leased Premises, shall, subject to Lessee's right to removal thereof pursuant to Section 6, become the property of the Lessor. If Lessee remains in possession of the Leased Premises following the expiration of the term, such hold over shall result in a tenancy at will and the Rent shall be 200% of the then current Rent. This provision does not give Lessee any right to hold over.

B. This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all options offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee.

C. If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party

harmless from any claims for commission by such broker.

D. This Lease shall be construed in accordance with the laws of the State of Florida with venue in Alachua County, Florida.

E. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

F. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

G. 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. Lessor makes no representation or warranty with respect to the presence or absence of radon in or about the Leased Premises.

H. Except as otherwise expressly provided in this Agreement and Lease, Lessee acknowledges and agrees that (i) Lessor has not made and is not making any representations, warranties, assurances or guarantees to Lessee regarding the Leased Premises, express or implied, and (ii) Lessee is leasing the Leased Premises in its present condition, AS IS, WHERE IS.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

**LESSOR:**

**CITY OF GAINESVILLE**

ATTEST:

\_\_\_\_\_  
Kurt Lannon, Clerk of the Commission

Approved as to Form and Legality

\_\_\_\_\_  
Nicolle M. Shalley, City Attorney

By: \_\_\_\_\_  
Craig Lowe, Mayor

**LESSEE:**

**ALACHUA COUNTY LIBRARY DISTRICT**

ATTEST:

\_\_\_\_\_  
J. K. Irby, Clerk

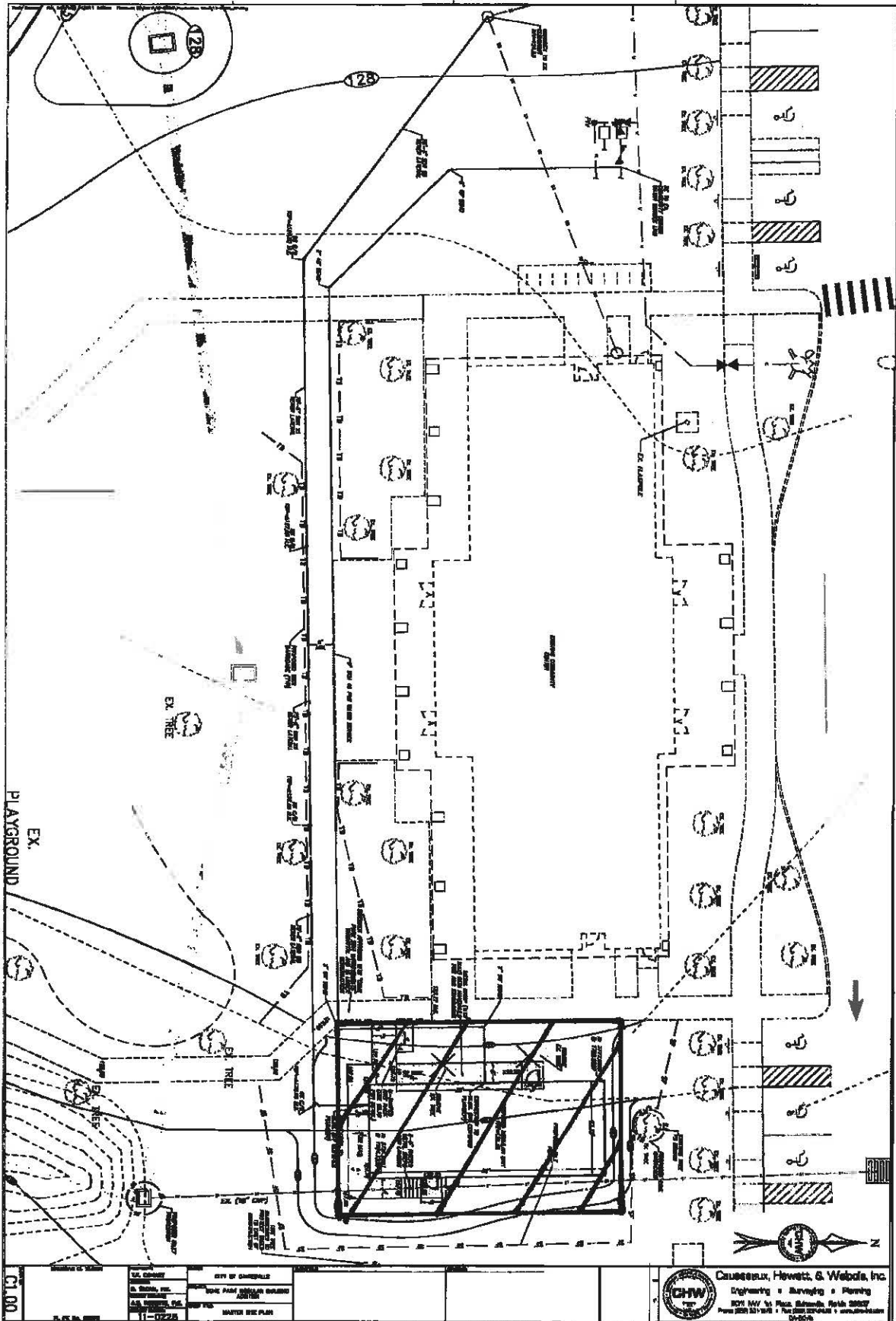
Approved as to Form:

\_\_\_\_\_  
Alachua County Attorney

By: \_\_\_\_\_  
Chair, Governing Board  
Print name: \_\_\_\_\_

EXHIBIT "A"

 = Leased Premises



**EXHIBIT "B"**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation, ("**Lessor**"), whose address is P.O. Box 490, Station 6, Gainesville, Florida 32627, and **ALACHUA COUNTY LIBRARY DISTRICT, an Independent Special District**, ("**Lessee**"), whose address is 401 East University Avenue, Gainesville, Florida 32601.

1. Lessor and Lessee are parties to a Ground Lease Agreement dated effective August 22, 2011 (the "**Lease**") for location and operation of a temporary public library at Cone Park; the terms and provisions of which are incorporated herein by reference. The premises covered by the Lease are located in Alachua County, Florida, as more fully described in **Exhibit "A"** (the "**Leased Premises**").

2. The Lease provides for an initial term of two (2) years which commenced on \_\_\_\_\_ and which will expire on \_\_\_\_\_. The Lease also provides for renewals by mutual agreement.

3. In accordance with Chapter 713.10 of the Florida Statutes, the Lease provides that the interest of the Lessor shall not be subject to liens for improvements made by the Lessee, and that the Lessee shall notify any contractor making such improvements of this provision of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease

LESSOR:

**CITY OF GAINESVILLE**

ATTEST:

\_\_\_\_\_  
Kurt Lannon, Clerk of the Commission

By: \_\_\_\_\_  
Craig Lowe, Mayor

Approved as to Form and Legality:

\_\_\_\_\_  
Nicolle M. Shalley, City Attorney

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me, and duly sworn and acknowledged that as such officer, for the uses and purposes set forth and contained in said instrument.

\_\_\_\_\_  
Notary Public  
My Commission Expires

LESSEE:

ATTEST:

**ALACHUA COUNTY LIBRARY DISTRICT**

\_\_\_\_\_  
J. K. Irby, Clerk

By: \_\_\_\_\_  
Chair, Governing Board  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and duly sworn and acknowledged that as such officer, for the uses and purposes set forth and contained in said instrument.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT "C"**

**Rent Schedule**

**Base Rent: NONE**