

Today's Date: 3/21/19

# CITY OF GAINESVILLE TRANSMITTAL FORM

190036A

Dept Tracking # GPDC19173

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one)  New  Extension  Amendment  Change Order

Project Amount: \$ 156,277.31 (5 YEARS) Anticipated Start Date: 3/29/19  
 Department Name: Gainesville Police Department  
 Project Manager: Lt. Michael Schibuola Phone Number: 393-7581  
 Account No.: 001 810 8161 5210 3940 Funding Source:  City Funds  Other  
 Subcontractor Opportunities:  Yes  No Provide Other source: \_\_\_\_\_  
 Contractor/Vendor: WFG Office Building LLC  
 Project Description: Wells Fargo Building Lease

**Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000**

## PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

[Signature] / 3/21/19  
Project Manager Date  
[Signature] / 3.21.19  
Department Head Date

[Signature] / 3/22/19  
Leadership Team, Executive Team or Charter Officer Date

## SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

### REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Reviewing Office	As Drafted	Subject To	Signature	Date
<input checked="" type="checkbox"/> City Attorney (As to form and legality)		<input checked="" type="checkbox"/>	<u>City manager signing the agreement</u>	<u>3/22/19</u>
<input checked="" type="checkbox"/> Risk Manager (Risk/Insurance Coverage)	<input checked="" type="checkbox"/>		<u>Approved via email by David Jarvis</u>	<u>3-21-19</u>
<input type="checkbox"/> Grants (If grant)				
<input type="checkbox"/> Fleet (vehicles or related)				
<input type="checkbox"/> Facilities Mgmt (vertical structures)				
<input type="checkbox"/> IT (software/hardware)				

*\* Due to "Financial Crisis" - why not see about using space at ~~the~~ GRU Plant Building? - NOT AVAILABLE JP*

Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: \_\_\_\_\_ Received From Contractor Date: \_\_\_\_\_  
 To City Attorney Date: \_\_\_\_\_ From City Attorney Date: \_\_\_\_\_  
 To City Manager Date: \_\_\_\_\_ From City Manager Date: \_\_\_\_\_

City Commission Approval: (\$50,000 and above)  Yes  No Date Approved: \_\_\_\_\_  
 City Commission approval is not required<sup>(5)</sup>  
 Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

## PROJECT APPROVED FOR EXECUTION:

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

[Signature] / 3/22/19 City Attorney Date  
[Signature] / 3/21/19 City Manager or Designee Date

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed

*\* Contract has Risk issues. See attached email... send to Deborah Bowers LLC*



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132 NW 76<sup>th</sup> Drive  
Gainesville, FL 32607  
United States

T 352.505.3384  
avisonyoung.com



March 20, 2019

Lt. Mike Schibuola  
Logistical Support Division  
Gainesville Police Department  
Sent via email to: [schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)

**RE: Letter of Intent to Lease Space in the Wells Fargo Building**

Dear Mike:

On behalf of WFG Office Building LLC ("Landlord"), we are pleased to submit this proposal to the City of Gainesville ("Tenant") to lease space in the Wells Fargo Building located at 104 N Main Street in Gainesville, FL under the following terms and conditions:

<b>Landlord:</b>	WFG Office Building LLC
<b>Tenant:</b>	City of Gainesville
<b>Premise:</b>	104 N Main St (Wells Fargo Office Building) Suite 300 Approximately 1,320 SF
<b>Lease Term:</b>	Five (5) years with one (1) five (5) year option to renew
<b>Full-Service Lease Rate:</b>	\$22.75/SF (includes utilities) with two percent (2%) annual increases.
<b>Sales Tax:</b>	Tenant shall pay any State mandated sales tax.
<b>Lease and Rent Commencement:</b>	Upon delivery of space to Tenant with Landlord improvements completed. Anticipated delivery date is June 1, 2019.
<b>Use of Premises:</b>	Tenant will use and occupy the Premises for general office use.
<b>Landlord Work:</b>	Prior to Rent Commencement, Landlord shall complete the following improvements: <ul style="list-style-type: none"><li>• Replace carpet (Tenant able to advise on color)</li><li>• Repaint interior (Tenant able to advise on color)</li></ul>



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- Replace cabinets and sink in kitchenette area

**Parking:** Landlord to provide a total of four (4) reserved parking spaces on the second level of the parking deck.

**Brokerage:** Landlord and Tenant acknowledge that Avison Young is the only brokerage firm involved in this transaction and all brokerage fees shall be paid by the Landlord pursuant to a separate agreement.

This proposal is an outline of the general business terms of the proposed lease and subject to change, modification or withdrawal, without penalty, by either party prior to full lease execution. This proposal shall not bind either the Landlord or Tenant and unless and until a final lease document has been executed and delivered by both parties.

If you are in agreement with the above terms, please acknowledge by signing below. Once signatures are received, the Landlord will prepare a lease for Tenant review.

Sincerely,

Rick Cain, CCIM  
Sr. Vice President  
Avison Young

**Agreed to By Tenant:**

Name: Deborah Bonie  
Print: [Signature]  
Title: Interim City Manager  
Date: 3/27/19

**Agreed to by Landlord:**

Name: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Reviewed as to form and legality!*  
*Rae C. H. [Signature]*  
*Assistant City Attorney*

**OFFICE LEASE**

**BUILDING: 104 North Main Street, Gainesville, Florida**

**WFG Office Building, LLC, a Florida limited liability company as**

**LANDLORD**

**AND**

**City of Gainesville \_\_\_\_\_, a**

**Municipal Corporation \_\_\_\_\_ as**

**TENANT**

**DATED: April 30, 2019**

## SCHEDULE OF BASIC LEASE TERMS

The following provisions and terms are incorporated in the Lease between Landlord and Tenant dated April \_\_\_\_\_, 2019 as attached and made a part hereof, and are subject to the provisions of the Lease. Section and Exhibit references are to relevant Sections and Exhibits of and to the Lease.

Landlord: **WFG Office Building, LLC, a Florida limited liability company**

Tenant: **City of Gainesville**, a Municipal Corporation \_\_\_\_\_

Building: 104 N. Main Street, Gainesville, Florida

Suite: **Suite 300** of the Building

Premises: The Suite noted above, having a gross leasable area which Landlord and Tenant stipulate and agree for all purposes of this Lease to be **1,320** rentable square feet. The Premises is more particularly approximately located and identified on the floor plan attached hereto as **Exhibit A**.

Use of Premises: office and administrative uses related thereto (Section 2).

Lease Term: Five (5) Years (Section 1)

Lease Commencement Date: June 1, 2019 (Section 1)

Lease Expiration Date: May 31, 2024 (Rider 1)

Options to Renew: **One - Five (5) Years** option following the Lease Commencement Date) (Section 3)

Rent Commencement Payable in monthly installment in advance on the first day of each month during the Term as follows,. The monthly base rent payable in advance on the first day of each month during the Term hereof is:

Rent Commencement Date – June 1, 2019, the sum of **\$2,502.50 per month** (\$22.75 per rentable square foot)

Fixed Minimum Rent: June 1, 2020 - May 31, 2021, the sum of **\$2,552.55 per month** (\$23.21 per rentable square foot)  
(Section 3)

June 1, 2021 - May 31, 2022, the sum of **\$2,603.60 per month** (\$23.67 per rentable square foot)

June 1, 2022 - May 31, 2023, the sum of **\$2,655.67 per month** (\$24.14 per rentable square foot)

June 1, 2023 - May 31, 2024, the sum of **\$2,708.79 per month** (\$24.63 per rentable square foot)

If the Renewal Term is exercised: June 1, 2024 - May 21, 2025, the sum of **\$2,762.96 per month** (\$25.12 per rentable square foot)

June 1, 2025 – May 31, 2026, the sum of **\$2,818.22 per month** (\$25.62 per rentable square foot)

June 1, 2026 – May 31, 2027, the sum of **\$2,874.59 per month** (\$26.13 per rentable square foot)

June 1, 2027 – May 31, 2028, the sum of **\$2,932.08 per month** (\$26.66 per rentable square foot)

June 1, 2028 -May 31, 2029, the sum of **\$2,990.72 per month** (\$27.19 per rentable square foot)

Fixed Utilities Charge: Included in monthly rent.

Prepaid Rent: Upon the execution of this Lease, Tenant shall prepay to Landlord the Rent due for the initial month of the Lease Term commencing on the Rent Commencement Date

Security Deposit: Building

Square Feet (building): \$2,502.50 (Section 25)

Premises Square Feet: 43,444 rentable square feet

Landlord Work: 1,320 rentable square feet (same as the Suite and stipulated for all purposes)

Notices - Tenant: Notices – Replace carpet (Tenant will be able to advise on color)  
Repaint Interior (Tenant will be able to advise on color)  
Replace cabinets and sink in kitchenette area

Landlord: Address for Tenant for Notices (Section 26):  
Office of the Chief of Police  
Gainesville Police Department  
413 NW 8<sup>th</sup> Avenue  
Gainesville, Florida 32601

Address for Payment of Rent: Address for Landlord for Notices (Section 26):  
WFG Office Building, LLC  
845 NE 79 ST Miami, FL 33138  
USPS Mail:  
WFG Office Building, LLC 845 NE 79 ST  
Miami, FL 33138

Broker: (Section 30) Online:  
Thru online portal once account is activated.

Co-Broker: (Section 30) Avison Young

None

## OFFICE LEASE

THIS OFFICE LEASE ("Lease"), dated April \_\_\_\_, 2019, is made by and between WFG OFFICE BUILDING, LLC, a Florida limited liability company ("Landlord") and City of Gainesville \_\_\_\_\_, a municipal corporation ("Tenant"). All references herein to terms defined in the Schedule of Basic Lease Terms attached hereto and incorporated herein by reference, shall have the same meanings in this Lease.

### **WITNESSETH:**

Landlord leases to Tenant and Tenant leases from Landlord those certain Premises in the Building as defined in the Schedule of Basic Lease Terms, subject always to the terms and condition hereof, to wit:

1. **Term.** The Lease Term ("Term") shall commence on the "Lease Commencement Date" set forth on the Schedule of Basic Lease Terms and expire at 12:00 o'clock noon on the "Lease Expiration Date" set forth on the Schedule of Basic Lease Terms, unless terminated earlier as provided in this Lease. If for any reason Landlord cannot deliver possession of the Premises on the Lease Commencement Date, Landlord will delay the Lease Commencement Date until the date on which Landlord can deliver possession and shall provide Tenant with written notice of any delayed Lease Commencement Date. The date set forth in such notice as the delayed commencement date shall be deemed the Lease Commencement Date, and the Rent Commencement Date and the Lease Expiration Date shall be correspondingly extended by the period of delay. Tenant shall not have any right to enter the Premises prior to the Lease Commencement Date. This Lease shall not be terminable or voidable by Tenant by reason of Landlord's reasonable delay in delivering possession of the Premises to Tenant and Landlord will not be liable to Tenant for any loss or damage resulting from any delay. Upon Landlord's request, Tenant shall enter into a letter agreement in the form attached hereto as **Exhibit E**, specifying and/or confirming the Lease Commencement Date and the Lease Expiration Date, provided that Tenant's failure to execute such letter agreement shall not delay or affect the Term of the Lease, or the Lease Commencement Date and/or the Lease Expiration Date hereof. At the expiration of the Term or upon earlier termination of this Lease, Tenant shall vacate and return the Premises to Landlord broom clean and in substantially the same condition as when possession was delivered to Tenant, ordinary wear and tear only excepted.

2. **Use.** The Premises shall be used for the purpose set forth on the Schedule of Basic Lease Terms and for no other purpose. Tenant shall not use or permit the use of the Premises for any purpose which is illegal or which creates a nuisance or disturbs any other tenant of the Building or violates any law or regulation or is dangerous to the Premises or the Building or other tenants of the Building or which will cause any increase in the premium cost for any insurance Landlord may then carry with respect to the Building. Tenant shall obtain and maintain in force and effect during the Term of this Lease, and pay for when due, all occupation and other licenses required for its occupancy of the Premises and legal operation of its business.

3. **Termination:**

- The City may terminate the lease, without penalty, at any time that the City Commission does not fund by annual appropriations money for the lease. The obligations of the City as to any funding required pursuant to this Contract shall be limited in any given year to legally available funds, after monies for essential City services have been budgeted and appropriated. Notwithstanding the foregoing, the City may pledge any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

4. **Rent.**

(a) **Fixed Minimum Rent.** Tenant agrees to pay Landlord the Fixed Minimum Rent set forth on the Schedule of Basic Lease Terms by paying the monthly base rent specified in the Schedule of Basic Lease Terms, each payment of monthly base rent being due on the first (1st) day of each calendar month, in advance, without notice or demand and without offset, claim or deduction, commencing on the "Rent Commencement Date" set forth on the Schedule of Basic Lease Terms. Notwithstanding anything to the contrary contained herein, the Fixed Minimum Rent for the initial Term of this Lease, shall be due and payable upon the execution and delivery of this Lease. If the Rent Commencement Date is other than the first day of a calendar month, or if the Lease

Expiration Date is other than the last day of a calendar month, the rent for such month(s) shall be prorated based on the number of days in the month.

(b) **Sales Tax.** The Tenant is a Municipal Corporation and is exempt from paying sales or other taxes.

(c) **Late Charge; Default Rate.** All sums due under this Lease shall be payable in United States Dollars at the address designated for rent payments in the Schedule of Basic Lease Terms, or at such other address as Landlord shall hereafter designate by written notice to Tenant. If any payment due under this Lease is not paid within five (5) days after its due date, Tenant agrees to pay a late charge equal to ten (10%) percent of the amount of the then outstanding balance due Landlord. In addition, interest shall accrue and be payable on each such unpaid payment (and on all other sums due from Tenant under this Lease from time to time) from and including the day immediately following the due date to, but not including, the day such payment is made, at a rate equal to 15% per annum (the "**Default Rate**"). Furthermore, in the event Tenant tenders payment by check or other instrument which fails collection, Tenant shall pay to Landlord a fee equal to the lesser of (x) 5% of the face amount of such check or other instrument, or (y) the maximum charge permitted by law (a "**Bad Check Fee**"). Late charges and Bad Check Fees are not penalties but liquidated damages agreed to by Landlord and Tenant to defray administrative, collection and related expenses incurred by Landlord. Landlord's acceptance of a lesser payment shall not be deemed to remedy any default by Tenant and shall be without prejudice to the exercise by Landlord of any and all rights and remedies hereunder.

5. **Services.** Landlord shall provide to the Premises during normal business hours of the Building (a) electricity for lighting and operation of standard office equipment, (b) air conditioning to the extent reasonably required for the comfortable occupancy of Tenant, and (c) elevator service. The Building's normal business hours are from 8:30 A.M. to 8:00 P.M., Mondays through Fridays, exclusive of federal and state holidays. Any delay, diminution or interruption of services resulting from repair, maintenance and installation matters and from causes beyond Landlord's reasonable control shall not be deemed a default by Landlord hereunder nor be construed as an eviction, nor work an abatement of rent, nor relieve Tenant from any obligation hereunder. If Tenant shall require any air conditioning or other services outside of the Building's normal business hours or in excess of the standard for the Building, Tenant will advise Landlord of such requirement and, if provided by Landlord in Landlord's discretion Tenant shall pay for such additional services (including installation, operation and maintenance costs and any increase in insurance premium expense resulting therefrom), when billed by Landlord therefor. Overtime air conditioning shall be provided only when requested and on reasonable advance written notice, and at Landlord's then standard rates. Landlord may require advance payment for overtime air conditioning. Payment for overtime air conditioning not required to be paid in advance shall be due within thirty (30) days after Tenant is billed therefor. All sums payable by Tenant hereunder are additional rent and Tenant shall additionally pay to Landlord all sales taxes payable in connection therewith.

6. **Signage.** No signage visible from outside the Premises shall be used or placed upon the Premises or windows, doors or exterior walls of the Premises or of the Building by Tenant without Landlord's prior written approval. Tenant shall not use or place any curtains, drapes, blinds or coverings on any exterior window or window surface without Landlord's prior written approval. If Tenant occupies less than the entire floor, Tenant's identifying signage on a floor directory, if any, shall be provided by Landlord, at Tenant's sole cost and expense, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program. Any additions, deletions or modifications to such Building standard signage shall be at Tenant's sole expense and subject to the prior written approval of Landlord, in Landlord's sole discretion.

7. **Care and Alteration of the Premises.** Tenant shall, at its expense, keep the Premises in good, clean and sanitary. Tenant shall not commit or permit any waste of or to the Premises. Tenant shall be solely responsible for and shall promptly pay for all janitorial service and trash and debris removal charges relating to the Premises. Janitorial service shall only be allowed in the premises when accompanied by an employee of the Tenant. Tenant shall promptly repair any damage done to the Premises and/or to the Building and/or its related property and facilities, or any part thereof, including replacement of damaged portions or items, caused by Tenant or Tenant's agents, employees, invitees, contractors, or visitors, excluding janitorial services or other agents or employees of the Landlord. All such work done and repairs made by Tenant shall be effected in compliance with all applicable laws and Landlord's requirements, including but not limited to Landlord's requirements for insurance and other requirements as set forth below in this section for alterations to the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost less any taxes paid thereof to Landlord immediately on demand, provided however, that any repairs to the Building outside the Premises, shall, in Landlord's discretion, be made by Landlord at Tenant's cost and expense. Tenant shall not make or allow to be made any alterations to, of or on the Premises without Landlord's prior written approval, which may be withheld in Landlord's sole and absolute discretion. Any and all alterations to the Premises shall become the property of Landlord upon expiration or earlier termination of this Lease (except for movable equipment or



furniture owned by Tenant). Landlord may, nonetheless, require Tenant to remove, at Tenant's cost and expense, any and all fixtures, equipment and other improvements installed on the Premises other than Landlord's Work, as defined in Exhibit B hereto. If Tenant fails to do so, Landlord may remove the same and Tenant agrees to pay Landlord, on demand, the cost of such removal and the cost of making repairs to the Premises caused by such removal. Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, transportation or disposal of any chemical, material, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Premises or other tenants and occupants of the Building or adjacent property. In the event of any use in violation of this provision Tenant will promptly remove, or cause to be removed, such material at its own cost and expense, and will defend, indemnify and hold Landlord, Landlord's property management agent and their respective affiliated parties and entities harmless from and against any and all loss, expense, damage and liability, including attorney fees, Landlord suffers and/or incurs as a result of or related to the violation. Tenant's liability for such indemnification shall survive any cancellation or termination of this Lease, the expiration of this Lease, and transfer or termination of Landlord's interest in the Building.

8. **Parking.** parking will be made available to the tenants of the Building free of charge, Tenant and Tenant's employees shall have a non-exclusive license to park in the Parking Garage, or other designated parking area, during the Term on an unassigned basis, subject to availability of vacant parking spaces, in common with Landlord and the other tenants and occupants of the Building. Landlord reserves the right from time to time to assign or reassign the location of the parking spaces in any manner that Landlord in Landlord's sole discretion deems beneficial to the operation of the Building. Tenant agrees that it will use its best efforts to prevent the use by Tenant's employees and visitors of parking spaces not designated for their use. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof. **Landlord to provide a total of four (4) reserved parking spaces on the second level of the parking deck. Tenant will provide to Landlord four (4) reserved parking signs for placement on the second parking deck.**

9. **Laws and Regulations.** Tenant agrees to timely comply with all (a) applicable laws, ordinances, rules and regulations of each governmental authority having jurisdiction of the Premises and Tenant's use thereof, (b) the Building Rules and Regulations (see Exhibit C), and (c) such other rules as are established from time to time by Landlord for and with respect to the operation of the Building, the Land and the facilities serving them.

10. **Entry by Landlord.** Landlord may enter into and upon any part of the Premises at all reasonable hours (and, in emergencies, at all times and by any and all means) in the presence of the tenant to inspect the condition, occupancy or use thereof, or to show the Premises to prospective purchasers, mortgagees, ground lessors, prospective tenants and insurers and others, or to clean or make repairs, alterations or additions thereto which Landlord is required to make under this Lease, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall any such entry be deemed a constructive eviction by Landlord. .

11. **Assignment and Subletting.** Tenant shall not assign, sublease, license, transfer, pledge, or encumber this Lease, or the Premises, without Landlord's prior written approval, which approval may be granted or withheld in Landlord's sole, absolute and arbitrary discretion, it being intended that this Lease shall be "personal" to the initial Tenant herein reflected and non-transferable. For purposes hereof, if Tenant is an entity, the assignment, transfer, pledge or encumbrance of all or a controlling interest in Tenant, whether in one or more transactions, shall be deemed an assignment, transfer, pledge or encumbrance of this Lease. Any attempted assignment, sublease, license or other transfer, pledge or encumbrance by Tenant in violation of the terms of this section shall be void ab initio. Notwithstanding the foregoing, if Landlord nonetheless in its sole, absolute and arbitrary discretion elects to approve a sublease, license or assignment request, it shall be on such terms as Landlord may require and Tenant and the applicable subtenant, licensee or assignee shall execute such acknowledgement, assumption, subordination, attornment and/or other documents as Landlord may require. Landlord shall be entitled to, and Tenant shall pay to Landlord as and when received by Tenant, fifty (50%) percent of all consideration in excess of the rent and additional rent due hereunder paid or payable by any assignee, subtenants and licensees to Tenant for and in respect of the assignment or sublet or license, and no assignment, sublet or license shall relieve Tenant of any obligation under this Lease. Landlord's consent to a particular assignment, subletting, license, transfer, pledge or encumbrance shall not eliminate the necessity for Landlord's consent to any future assignment, sublet, license, transfer, pledge or encumbrance, Landlord retaining the right to consent or deny consent to each and every one of same.

12. **Mechanics' Liens.** Landlord's interest in the Premises is not and shall not be subject to liens for improvements made by Tenant and such liens are prohibited. Tenant agrees to notify every person making improvements to the Premises of the provisions of this Section, and Tenant's failure to do so shall be a default by Tenant under this Lease. Tenant will not permit any mechanic's lien or materialman's lien to be filed against the Premises or the Building. In the event any such lien is filed or claimed against the Premises or Building because of

work done for or materials furnished to or for the benefit of Tenant, then Tenant shall promptly cause same to be discharged within thirty (30) days of filing of such lien. Landlord has the right, but not the obligation, to discharge any such lien. Any amount paid by Landlord for such purpose and Landlord's related reasonable attorneys' fees shall be paid by Tenant to Landlord upon demand and shall accrue interest from the date paid by Landlord until Landlord is reimbursed therefor at the Default Rate. At Landlord's request, Tenant shall execute or join in a recordable notice or memorandum containing or summarizing these provisions in order to protect Landlord's estate against such liens, including Section 713.10, Fla. Statutes.

13. **Indemnity. Insurance.** The City hereby agrees to indemnify the Landlord for tort claims brought against the Landlord only to the extent that such claims are found to result from the actions and/or inactions of the City and its officers, employees or agents. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such tort liability for which the City could be liable under the sovereign immunity provision found in §768.28, Florida Statutes. An action may not be instituted on a claim against the City unless the claimant presents the claim in writing to the Risk Manager within 3 years after such claim accrues and the Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification is limited to the maximum sum of \$300,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those actual damages caused by the action and/or inactions of the City and its officers, employees or agents, and shall specifically exclude any attorney's fees or costs associated therewith.

14. **Casualty Damage.** If the Premises or any part thereof is damaged by fire or other casualty, Tenant shall give prompt written, reasonably detailed, notice thereof to Landlord. If the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty) or in the event any mortgagee or ground lessor of Landlord should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or sums due under a ground lease, or in the event of any material uninsured loss to the Building, or in the event a ground lessor shall terminate such ground lease, or in the event Landlord determines it is not economically or fiscally prudent or sound to continue this Lease in light of such circumstances, then in any such case, Landlord or Tenant may, at its option, terminate this Lease by notifying the other party in writing of such termination and the Term of this Lease shall expire as of the date set forth in such notice and Tenant shall forthwith surrender and vacate the Premises, provided however, that such termination shall be without prejudice to the Tenant or Landlord's rights and remedies against the other under this Lease with respect to all obligations of the other accrued prior to such termination. If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof or any delay, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant an equitable abatement of rent and additional rent during the time and to the extent the Premises are untenable.

15. **Condemnation.** If the whole or any material portion of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or if it should be sold or conveyed in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority, without prejudice however, to all rights and remedies of Landlord against Tenant with respect to all obligations of Tenant accrued under this Lease prior to such termination. If less than a material portion of the Building or of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is transferred to the condemning authority, without prejudice however, to all rights and remedies of Landlord against Tenant with respect to all obligations of Tenant under this Lease accrued prior to such termination. If this Lease is not so terminated upon any such taking or sale or conveyance in lieu, the rent shall be abated by an equitable amount to the extent of any taking or conveyance of any portion of the Premises, and Landlord shall restore the Premises to an architecturally complete unit as nearly like the condition of the Premises on the Lease Commencement Date. All amounts awarded upon a taking or transfer in lieu thereof, of any part or all of the Building or the Premises shall belong to Landlord and Tenant shall not be entitled to, and expressly waives, any claim to such compensation. Tenant shall, however, to the extent applicable, be entitled to make a separate claim for its trade fixtures, personal property and relocation expenses.

16. **Default: Remedies.**

(a) It shall be a default by Tenant under this Lease if (i) Tenant shall fail to pay any rent, additional rent or other sum of money within thirty (30) days after the same is due under this Lease; or (ii) Tenant shall fail to comply with any other provision of this Lease within ten (10) days after receipt of written notice thereof from Landlord; or (iii) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Tenant; or (iv) [intentionally omitted]; or (v) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; or (vi) Tenant files, or takes any action to, or notifies Landlord that Tenant intends to, file a petition or proceeding under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State or territory thereof; or a petition or proceeding shall be filed against Tenant under the Federal Bankruptcy Act or any such similar Federal or State law or statute or Tenant or any creditor of Tenant notifies Landlord that it knows such a petition or proceeding will be filed or Tenant notifies Landlord that it expects such a petition or proceeding to be filed; or (vii) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant; or Tenant enters into or takes any steps to enter into any composition or arrangement with Tenant's creditors or makes or takes any steps to make an assignment of some or all of its assets to or for the benefit of its creditors; or (viii) Tenant shall have provided to Landlord materially false or misleading financial or other information regarding Tenant; or (ix) any other act or omission stated in this Lease to be a default or breach of or by Tenant shall occur or exist. No action taken by Landlord in response to a Tenant default such as making payments owed by Tenant or making repairs or taking other actions to ameliorate the consequences of a Tenant default or otherwise, shall operate to, or be deemed to cure or waive, any Tenant default or impair any remedy of Landlord on account of such Tenant default.

(b) Upon the happening of any of the events set forth in sub-section (a) above of this Section 17, Landlord may (i) cancel and terminate this Lease and dispossess Tenant; (ii) without terminating this Lease, terminate the possession of Tenant hereunder and declare all amounts and rents (including Landlord's estimate of future additional rent to come due under this Lease) due under this Lease for the remainder of the Term to be accelerated and immediately due and payable, discounted to the current value thereof as of the date of acceleration at a rate equal to the interest rate on U.S. Treasury securities having a maturity date approximating the number of months from the date of acceleration until the scheduled expiration of this Lease; (iii) without terminating this Lease, enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting, and that due and payable under the terms of this Lease; (iv) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for all expenses, except expenditures for any taxes, which Landlord incurs in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(c) All such remedies of Landlord are cumulative and not exclusive, and in addition, Landlord may pursue any and all other remedies permitted by law and available in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon a Tenant default shall not be deemed or construed to constitute a waiver of such default or any other or future default. Tenant waives any and all rights of redemption.

17. **Peaceful Enjoyment.** Tenant shall, and may peacefully have, hold and enjoy the Premises against all persons claiming by, through or under Landlord, subject to the terms hereof, provided that Tenant timely pays the rent, additional rent and other sums herein required to be paid by Tenant and timely performs all of Tenant's obligations, covenants and agreements herein contained.

18. **Holding Over.** In the event of holding over by Tenant, after the expiration or earlier termination of this Lease, without Landlord's written consent, Tenant shall pay rent equal to twice the applicable monthly base rent plus other sums due from time to time hereunder (including the Fixed Utilities Charge). Possession of the Premises by Tenant after the expiration or earlier termination of this Lease shall not be construed to extend the Term. Tenant shall be responsible for all damages suffered by Landlord on account of any such holding over

19. **Subordination; Attornment; Estoppel Certificates.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building and/or Land, Landlord's interest or estate in the Building and/or Land, or any ground or underlying lease, and Tenant shall attorn to such lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust for the balance of the Lease Term on the terms and conditions of this Lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver upon demand such further commercially standard instruments evidencing such

subordination or superiority of this Lease as may be required by Landlord. Within fifteen (15) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant, except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article \_\_\_\_ may be relied upon by any mortgagee, beneficiary or purchaser and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such fifteen (15) day period, Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

20. **Attorneys' Fees.** in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party (as finally determined by the court having jurisdiction over the applicable dispute) shall be entitled to recover its reasonable costs and expenses incurred in such litigation, including reasonable attorneys' fees at all levels, including appeals.

21. **No Waiver.** The failure of Landlord to insist, at any time, upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than due under this Lease shall be deemed to be other than on account of the earliest rent or other sum due hereunder, nor shall any endorsement or statement on any check or other payment or any letter accompanying any check or other payment tendered as rent or additional rent or on account of any other obligation be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent additional rent or other obligation or pursue any other remedies provided in this Lease.

22. **No Personal Liability of Landlord.** The liability of Landlord to Tenant for any default by Landlord under the terms of the Lease or for any other matter arising under this Lease or from the relationship of Landlord and Tenant is limited to the interest of Landlord in the Building and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment against Landlord, it being intended that neither Landlord nor Landlord's property management agent nor their respective affiliated parties and persons, shall be personally liable for any judgment or deficiency. In the event Landlord or any successor owner of the Building shall convey or otherwise of the Building or any portion thereof to another party, such other party shall in its own name thereupon be and become Landlord under this Lease and shall thereby assume and be liable for all liabilities and obligations of this Lease to be performed by Landlord that first arise on and after the date of conveyance, and such original Landlord or successor owner shall, from and after the date of conveyance, be free and released from all liabilities and obligations not theretofore incurred or accrued under this Lease.

23.

24. **Notice.** All notices between the parties regarding this Lease shall be in writing, and shall be deemed given three (3) days after deposit in the United States mail, sent certified, postage prepaid, return receipt requested, or when delivered (or if delivery is refused, when refused), if sent (a) by overnight courier, addressed to the party to be notified at the address stated in the Schedule of Basic Lease Terms or (b) if tendered by personal delivery to such party. Notice to Tenant may also be effectuated by delivery to the Office of the Chief of Police, Gainesville Police Department, 413 NW 8tyh Avenue, Gainesville, FL 32601. Either party may change its address for notice by notice given in the manner provided in this Section \_\_\_\_

25. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be finally determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

26. **Time of Performance/Survival.** Except as otherwise expressly provided herein, time is of the essence of this Lease with respect to performance of Tenant's obligations. Tenant's indemnity obligations and any other unfulfilled Tenant obligations shall survive the expiration or earlier termination of this Lease. In the event that either party shall be delayed or hindered in or prevented from the performance of any act (other than any obligation for the payment of money) required hereunder, where such delay or hindrance or prevention arises principally by reason of: strikes, lockouts, labor troubles, inability to procure materials, failure of power, severe or extreme and inclement weather, restrictive governmental laws or regulations, injunction, riots, insurrection, acts of terrorism, war, acts of God, or other reason of a similar nature which is not the fault of such party seeking excuse from the passage of time by reason thereof and which is outside the reasonable control of such party, then the party seeking such excuse from timely performance of any such act shall be granted a reasonable extended period for performance; subject to the

next sentence..

27. **Radon Gas.** 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. Landlord makes no representation or warranty with respect to the presence or absence of radon in or about the Building.

28. **Commissions.** Tenant represents that it has not dealt with any real estate broker or salesman in connection with this Lease except the broker identified on the Schedule of Basic Lease Terms as the broker ("**Broker**"), whose commission shall be paid by Landlord. Tenant has dealt with no other person which would create any liability for the payment of a commission by the Landlord, and if any other person claims a commission, Tenant shall defend, indemnify and hold Landlord harmless from and against liability therefor, including without limitation, the costs of defense of such claim and the reasonable fees and costs of Landlord's attorney. Landlord shall defend, indemnify and hold Tenant harmless from and against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Landlord in connection with the lease of the Premises.

29. **Governing Law, Venue and Waiver of Jury Trial.** This Lease is made and entered into and shall be construed in accordance with and governed by the laws of the State of Florida, without regard to conflicts of law rules. Any litigation between parties hereto arising under or with respect to this Lease shall be maintained in the courts of the county in Florida in which the Building is located. Neither party shall interpose any defense in such litigation that venue or jurisdiction is inconvenient. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER FOR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND BUILDING, AND/OR CLAIM OF INJURIES OR DAMAGE.** Tenant further agrees that it shall not interpose any counterclaims in summary proceedings or any action based upon non-payment of rent or any other breach by Tenant under this Lease. The foregoing does not preclude Tenant from instituting a separate action to assert appropriate claims against Landlord which otherwise could have been brought as a counterclaim in such summary proceeding or action brought by Landlord based upon nonpayment of rent or other alleged default under this Lease.

30. **Integration.** This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified in any manner except in a writing signed by the parties hereto. The terms, covenants and conditions contained in this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, personal representatives, successors and permitted assigns, except as may be otherwise expressly provided in this Lease.

31. **Federal or State Americans with Disabilities Act and Similar Laws. ("Disability Laws")** Tenant shall be responsible, at Tenant's sole cost and expense, for compliance with all requirements imposed by Disability Laws with regard to the Premises. Landlord, in its sole discretion may, but shall not be obligated, to take whatever steps are necessary in order to enhance the level of compliance of the Premises with Disability Laws and within fifteen (15) days of notice, Tenant shall pay Landlord the cost thereof as provided by Landlord, plus fifteen (15%) percent. Promptly after receipt thereof, each of Landlord and Tenant shall advise the other party in writing and provide the other with copies of any notices received by such party alleging violation of any Disability Law relating to any portion of the Premises and any claims made or threatened regarding non-compliance with any Disability Law relating to the Premises or of governmental or other regulatory acts or investigations instituted or threatened regarding noncompliance by the Premises with any such Disability Laws. Landlord does not represent or warrant, and expressly disclaims any representation or warranty, that the Building complies with Disability Laws, and Tenant acknowledges and agrees that Tenant shall have no rights or claims against Landlord on account of the failure of the Building to be in compliance with any Disability Laws, and, to the extent not prohibited by law, waives and releases Landlord from any and all claims relating thereto or arising therefrom.

32. **Common Areas.** As used herein, the term "**common areas**" means, without limitation, the lobby, hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities and all other areas and facilities in or appurtenant to the Building or the Land on which the Building is situated, that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants and occupants of the Building and their respective employees, invitees, licensees or other visitors. The parking garage and/or parking lots associated with the Building are specifically

excluded from the common areas hereunder. Landlord grants Tenant, its employees, invitees, licensees and other visitors a nonexclusive license during the Term of this Lease to use the common areas in common with others entitled to use the common areas subject to the terms and conditions of this Lease. Provided, further, that such nonexclusive license is subject to the Landlord's right to close off any of the common areas to the extent required in Landlord's sole discretion, so as to prevent any dedication or accrual of rights by any person or the public; to temporarily close any of the common areas for maintenance, alteration or improvement purposes; and to change the size, use, shape or nature of any such common areas or to limit or discontinue same in any manner and to any extent in Landlord's sole discretion.

33. **No Entitlement To Air Or Light.** Any diminution or shutting off of light, air or view by any structure that may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.

34. **OFAC.** Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, an event of default will be deemed to have occurred, without the necessity of notice to Tenant.

35. **No Construction Against Drafting Party.** Landlord and Tenant acknowledge and agree that each of them and their respective counsel have had an opportunity to review and negotiate this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

37. **Landlord Renovations.** It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Work Letter. However, Tenant acknowledges that Landlord may during the Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, including without limitation the parking garage, common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (ii) installing new carpeting, lighting, and wall coverings in the Building common areas, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Building, including portions of the common areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building...

38. **Telecommunications.**

(a) Tenant shall, at Tenant's sole cost and expense, be solely responsible for securing such telephone and other electronic telecommunications service to the Premises as Tenant may require for its use and occupancy thereof, and Landlord shall have no obligations or liability whatsoever to Tenant with respect to the provision of such services to the Premises, provided Landlord shall reasonably cooperate with Tenant to secure such telephone and other electronic telecommunications service to the Premises.

(b) None of Landlord's approval of, or requirements concerning, any telecommunications work, lines, equipment, plans, specifications or drawings or any equipment related thereto, Tenant's telecommunications provider or Tenant's and/or Tenant's telecommunications provider's contractors or subcontractors, shall be deemed a warranty as to the adequacy, suitability, competence or financial strength thereof, and Landlord hereby disclaims any responsibility or liability for the same. Further, Landlord makes no representation to Tenant regarding the condition, security, availability, competence, financial strength or suitability for Tenant's purposes of any telecommunications services presently located within the Building, and Tenant hereby acknowledges that Landlord shall have no obligation or liability and hereby waives any claim against Landlord for any damages or problems in the event that Tenant's telecommunications services, lines or equipment are in any way inadequate, do not satisfy Tenant's requirements, are interrupted, curtailed, discontinued, disconnected, terminated, damaged or otherwise interfered with, or fail, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees or agents..

(c) Any telegraphic, telephone or data lines installed in the Premises and/or the Building by or on behalf of Tenant shall be appropriately tagged with Tenant's name and the name of the provider, and all of such wiring shall be removed by Tenant, at Tenant's expense, upon the expiration or termination of this Lease.

39. **Right to lease.** Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building.

40. **No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representation, including, but not limited to, any representation whatsoever as to the amount of any item comprising additional rent or the amount of the additional rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

41. **Modification of Lease.** Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute documents approved by Tenant which are required therefor and deliver the same to Landlord within thirty (30) days following the request therefor. Should Landlord or any such current or prospective mortgagee or ground lessor require execution of a short form of Lease for recording, containing, among other customary provisions, the names of the parties, a description of the Premises and the Term, Tenant agrees to execute a short form of Lease approved by the Tenant and to deliver the same to Landlord within thirty (30) days following the request therefor.

42. **Intentionally Omitted.**

43. **Option to Renew.** Tenant shall have the option to renew the Term of the Lease in accordance with the terms and conditions set forth in **Rider I** attached hereto.

44. **Special Stipulations.**

(a) Landlord shall repaint the premises as set forth in Exhibit B.

(b) Subject to Tenant obtaining the written permission of Study Edge, LLC, two keys to the rear stairwell for access to the second and third floors of the Building shall be provided. Any additional keys required by Tenant must be obtained from Landlord at Tenant's cost and expense, minus taxes.

(c) Subject to (i) Landlord's prior written approval of the location thereof, (ii) the prior written approval of GPD, and (iii) Tenant's compliance with the other requirements of this Lease, Tenant shall be allowed to install Ethernet cabling from the premises leased to GPD to the Premises.

**Exhibits.** The following schedule and exhibits are attached hereto and incorporated herein and made a part of this Lease for all purposes: **Exhibit A:** Floor Plan; **Exhibit B:** Work Letter; **Exhibit C:** Building Rules and Regulations; **Exhibit D:** Intentionally Omitted; **Exhibit E:** Commencement and Expiration Date Certificate; **Rider 1:** Option to Renew.

(Remainder of page intentionally blank- signature page follows)

**EXHIBIT E**

**COMMENCEMENT AND EXPIRATION DATE CERTIFICATE**

LANDLORD: WFG Office Building, LLC

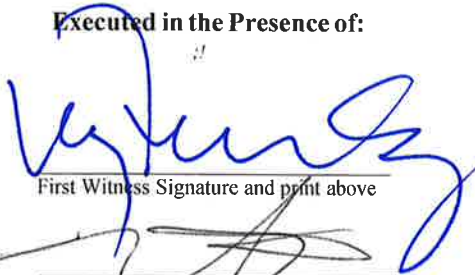
TENANT: CITY OF GAINESVILLE


LEASE DATE: June 1, 2019

PREMISES: 104 N. MAIN STREET, SUITE 300, GAINESVILLE, FLORIDA

1. The Lease Commencement Date of the Lease is hereby established as June 1, 2019.
2. The Lease Expiration Date of the Lease is hereby established as May 31, 2024, subject to Tenant's option to renew.

**Executed in the Presence of:**

  
\_\_\_\_\_  
First Witness Signature and print above

  
\_\_\_\_\_  
Second Witness Signature and Print Above

**LANDLORD:**

**WFG Office Building, LLC**, a Florida  
limited liability company  
  
\_\_\_\_\_  
By: Woradechai Bolzif  
Its: Manager

**Executed in the Presence of:**

**TENANT:**



## RIDER 1

### OPTION TO RENEW



Subject to the conditions herein, provided that (a) Tenant has not assigned the Lease or sublet the Premises, and (b) Tenant is not in default under the Lease beyond any applicable grace period, Tenant shall have the right, at Tenant's option, to elect to extend the Term of the Lease for one (1) period of Five (5) years, with 2% annually increases (the "**Renewal Term**"). The Renewal Term, if properly exercised in accordance herewith, shall commence on the day immediately following the last day of the initial Term of this Lease. The Renewal Term shall be exercised by Tenant giving written notice of the exercise thereof (the "**Renewal Notice**") to Landlord on or before the day that is one hundred eighty (180) days prior to the last day of the initial Term of this Lease. Tenant shall have no right to extend the Term of the Lease, and the Renewal Notice shall not be effective, if (i) Tenant fails to timely give its Renewal Notice as provided herein, or (ii) a default by Tenant exists under the Lease

In the event Tenant properly exercises the Renewal Term, the annual Fixed Minimum Rent applicable for the Renewal Term shall be increased as provided in the Schedule of Basic Lease Terms.

In the event Tenant properly exercises the Renewal Term, the terms of the Lease, as extended, shall be on the same terms, covenants, and conditions as set forth in the Lease, except (a) as modified for the Fixed Minimum Rent as set forth in the Schedule of Basic Lease Terms, (b) Landlord shall have no obligation to provide an allowance to Tenant or perform any improvements to the Premises, and (c) Tenant shall have no further right to extend the Term of the Lease beyond the Renewal Term. Additionally, Tenant shall, within twenty (20) days after Landlord's request, execute and deliver an amendment to the Lease, prepared by and reasonably acceptable to Landlord and Tenant, memorializing such exercise of the Renewal Term.

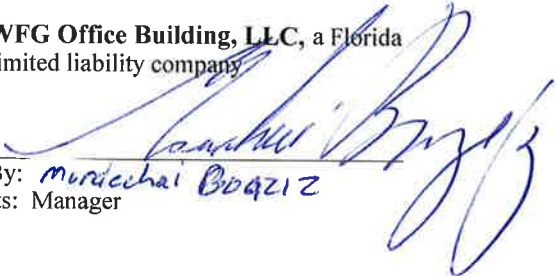
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

Executed in the Presence of:


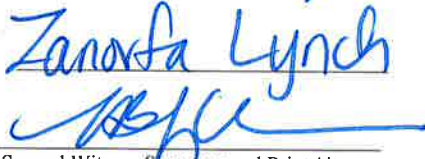
  
First Witness Signature and print above  
  
Second Witness Signature and Print Above

LANDLORD:

WFG Office Building, LLC, a Florida limited liability company


By:   
Its: Manager

Executed in the Presence of:

Alexandra Roque  
  
First Witness Signature and print above  
Zanoxa Lynch  
  
Second Witness Signature and Print Above

TENANT:

City of Gainesville, \_\_\_\_\_, a Florida Municipal corporation

  
By: Deborah Bowie  
Its: Interim City Manager

**EXHIBIT A**  
**FLOOR PLAN**

Tenant acknowledges and agrees that (i) the sole purpose of this floor plan or description of the Premises is to identify the location of the Premises / Suite in the Building, and (ii) Landlord makes no representation or warranty with respect to same or the description of the Premises / Suite or with respect to the rentable square footage of the Premises / Suite (as to which Landlord and Tenant have stipulated and agreed), or otherwise. The Premises / Suite shall be deemed to extend to the exterior faces of all walls or to the Building line where there is no wall and to the center line of those walls separating the Premises / Suite from other premises in the Building, provided however, that the Premises / Suite does not include and nothing in this Lease shall be construed as a grant or demise to Tenant of, the roof or exterior walls of the Building, the space between the drop ceiling and floor or roof above, or any space below the floor of the Premises / Suite. Landlord reserves (i) the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires (and other components of systems servicing the Premises/ Suite and/or other parts of the Building) through the Premises / Suite in locations which will not materially interfere with the Tenant's use of the Premises / Suite, and through parts of the Building not constituting part of the Premises / Suite, and (ii) reserves the right of access to the Premises / Suite on reasonable notice to Tenant and in the presence of an employee of Tenant, , and the exercise by Landlord of the rights so reserved shall not entitle Tenant to any abatement of rent or additional rent, be deemed a constructive or other eviction by Landlord nor give rise to any rights or claims for damages by Tenant against Landlord, nor excuse, waive or constitute a defense to, any Tenant default under this Lease.

(See attached)

**EXHIBIT B**  
**WORKLETTER**

NONE: Tenant shall take and accept the Premises in its **AS-IS, WHERE-IS** condition with no obligation of Landlord to perform any work; provided this shall not discharge Landlord's obligations otherwise under the Lease in respect of maintenance and repair to the extent so specified in the Lease. For purposes of this Lease, Landlord has no obligation to perform any "**Landlord's Work.**"

Prior to commencement date of the lease. Landlord has agreed to complete the items listed below:

- Replace carpet (Tenant will be able to advise on color)
- Repaint Interior (Tenant will be able to advise on color)
- Replace cabinets and sink in kitchenette area

**EXHIBIT C**  
**BUILDING RULES AND REGULATIONS**

1. Tenant is authorized to alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises...
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.
3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Saturday, Sunday and federal and state holidays. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises.. The Building's normal business hours are from 8:30 A.M. to 5:30 P.M., Mondays through Fridays, exclusive of federal and state holidays.
4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.
5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators, except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord; provided, however, that the foregoing restriction shall not apply to packages, supplies, merchandise or other similar items which (i) would not unreasonably interfere with the use of the Building's elevators by other tenants or occupants of the Building, and (ii) the normal transport of which would not damage the elevators or other parts of the Building (the "Permitted Items"). Except with respect to the Permitted Items, Tenant shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a reasonable period to schedule such use and to install such padding and to take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.
6. Landlord shall have the right to control and operate the public portions of the Building, the public facilities, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable building projects in the vicinity of the Building.

7. The requirements of Tenant will be attended to only upon application at the management office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
8. Tenant shall not disturb, solicit, or canvass any occupant of the Building.
9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have been proven to have caused it.
10. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained. Notwithstanding the foregoing, Landlord's consent shall not be required for Tenant to drive nails or screws into the Premises for the purpose of mounting ordinary decorations, blinds, curtains, and other window coverings, provided, however, that the foregoing shall in no way limit the express terms and provisions of the Lease, or relieve Tenant of its obligations to surrender the Premises to Landlord upon the expiration or earlier termination or the Lease Term in the condition required pursuant to the terms of the Lease.
11. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
12. Tenant shall not use any method of heating or air conditioning other than that which may be a permanent part of its Premises without Landlord's prior written consent, not to be unreasonably withheld.
13. Tenant shall not use or keep in or on the Premises or the Building any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.
14. Tenant shall not bring into or keep within the Building or the Premises any animals, birds, bicycles or other vehicles.
15. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, reasonably objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment, refrigerators, microwave ovens and/or convection ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Landlord and other tenants.
16. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
17. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators, and shall use the same only as a means of ingress and egress for the Premises.
19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building.
20. Tenant shall store all its trash and garbage within the interior of the Premises, which trash and garbage shall be removed from the Premises by the janitorial service provided by Landlord pursuant to the terms of the Lease only when accompanied by an employee of the Tenant. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry ways and elevators provided for such purposes at such times as Landlord shall designate, and into dumpster containers provided by Landlord in locations deemed acceptable to Landlord in its sole discretion.
21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.
23. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Land.
24. The term "personal goods or services vendors" as used herein means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by the Tenant only for the purpose of conducting its business in the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services and shoe shining services. Landlord reserves the right to prohibit personal goods and services vendors from access to the Building except upon Landlord's prior written consent and upon such reasonable terms and conditions, including, but not limited to, provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord or other tenants occasioned by the presence of such vendor;. Under no circumstance shall the personal goods or services vendors display their products in a public or common area, including corridors and elevator lobbies. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building.
25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.
26. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority.

27. Landlord may waive anyone or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building and provided that no such waiver shall materially and adversely affect Tenant's use and occupancy of the Premises. Landlord reserves the right at any time to reasonably change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein, provided, however, that no such changes, rescissions or additional rules shall materially and adversely affect Tenant's use and occupancy of the Premises. Should the rule changes be unreasonable or materially affect the Tenant, Tenant may terminate the Lease without penalty. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person; provided, however, that upon written notice from Tenant to Landlord that another tenant of the Building is failing to comply with the Rules and Regulations and such non-compliance materially and adversely affects Tenant's use and occupancy of the Premises, Landlord shall use commercially reasonable efforts to cause such tenant to thereafter comply with Rules and Regulations. Should the Landlord not alleviate the adverse effects of rule violations by another person or tenant, the City may terminate the Lease without penalty. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.



**EXHIBIT D**

**INTENTIONALLY OMITTED**

**Libby, Lee C.**

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**From:** Libby, Lee C.  
**Sent:** Wednesday, April 24, 2019 2:17 PM  
**To:** Bowie, Deborah V  
**Cc:** Pierce, Terrence J; Jones, Steven E.; Campos, Jorge J.; Schibuola, Michael G.; Varvel, Steven C.  
**Subject:** Wells Fargo Lease agreement

Ms. Bowie,

I understand you are going to be receiving a proposed lease agreement from GPD for the lease of office space in the Wells Fargo Building for the Internal Affairs Department. While the terms of the agreement are legal- they pose significant risk issues for the City which you should be aware of in considering the agreement. Foremost is that the Lease limits the landlord's liability to the value of their equity in the building. Assuming the building is still mortgaged and that there is an unknown amount (maybe even zero) of equity in the building, any liability for damages against the landlord may not be able to be recovered; especially, if it has to be spread out among all of the tenants. Conversely, the agreement gives more rights to the landlord than it does the City and requires the City to waive certain remedies should a dispute arise.

Whether to agree to this is a management issue. However, I wanted to be sure you had all of the information in reaching that decision. If you have any questions, please feel free to contact me.

**Lee C. Libby**  
**Senior Assistant City Attorney**  
**City of Gainesville**  
**413 NW 8th Avenue**  
**Gainesville, FL 32601**  
**GPD: (352) 393-7505**  
**City Hall: (352) 393-8743**

**FYI: Under Florida's public records law, most written communications to or from City officers and employees regarding City business are public records and are available to the public upon request. Your email communications and email addresses may be subject to public disclosure.**

## Johnson, Charmaine L

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**From:** Jarvis, J. David  
**Sent:** Thursday, March 21, 2019 2:34 PM  
**To:** Johnson, Charmaine L; Varvel, Steven C.  
**Subject:** RE: LOI - GPD at Wells Fargo Bldg (2)

Approved as drafted.

David Jarvis

**From:** Johnson, Charmaine L  
**Sent:** Thursday, March 21, 2019 12:43 PM  
**To:** Varvel, Steven C. <varvelsc@cityofgainesville.org>  
**Cc:** Jarvis, J. David <jarvisjd@cityofgainesville.org>  
**Subject:** FW: LOI - GPD at Wells Fargo Bldg (2)

Good Afternoon All,

Please review the attached contract. Please approve "As Drafted" or "Subject To" and if any necessary changes need to be made. Please let me know if I can be of further assistance. Thanks and have a great day.

CHARMAINE L. JOHNSON  
LEGAL ASSISTANT/STAFF SPECIALIST  
FOR THE ASSISTANT CITY ATTORNEY &  
ADMINISTRATION SUPPORT UNIT AT  
GAINESVILLE POLICE DEPARTMENT  
P.O. BOX 1250  
GAINESVILLE, FL 32627  
PHONE #: (352) 393-7504  
FAX #: (352) 334-2345  
[JOHNSONCL1@CITYOFGAINESVILLE.ORG](mailto:JOHNSONCL1@CITYOFGAINESVILLE.ORG)

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**From:** Libby, Lee C.  
**Sent:** Thursday, March 21, 2019 10:13 AM  
**To:** Johnson, Charmaine L <[JohnsonCL1@cityofgainesville.org](mailto:JohnsonCL1@cityofgainesville.org)>  
**Cc:** Schibuola, Michael G. <[schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)>; Pierce, Terrence J <[PierceTJ@cityofgainesville.org](mailto:PierceTJ@cityofgainesville.org)>;  
Weiland, Jaret M. <[weilandjm@cityofgainesville.org](mailto:weilandjm@cityofgainesville.org)>  
**Subject:** FW: LOI - GPD at Wells Fargo Bldg (2)

Charmaine.

Please prepare a transmittal and then distribute for contract review. Thank you.

Lee

**Lee C. Libby**  
**Senior Assistant City Attorney**  
**City of Gainesville**  
**413 NW 8th Avenue**  
**Gainesville, FL 32601**  
**GPD: (352) 393-7505**  
**City Hall: (352) 393-8743**

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**From:** Schibuola, Michael G.  
**Sent:** Thursday, March 21, 2019 10:09 AM  
**To:** Libby, Lee C.  
**Cc:** Pierce, Terrence J; Weiland, Jaret M.  
**Subject:** FW: LOI - GPD at Wells Fargo Bldg (2)

Lee,

Attached is a letter of intent to lease space for IA for your review.

Thank you,

Mike

Lt. Michael Schibuola  
Logistical Support Division  
Gainesville Police Department  
545 NW 8<sup>th</sup> AVE  
Gainesville FL 32601

352-393-7581  
[schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)

***Gainesville residents please join us at [www.nextdoor.com](http://www.nextdoor.com) for timely neighborhood public safety updates.***

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**From:** Cain, Rick (Avison Young - US) [<mailto:Rick.Cain@avisonyoung.com>]  
**Sent:** Wednesday, March 20, 2019 6:09 PM  
**To:** Schibuola, Michael G.  
**Subject:** RE: LOI - GPD at Wells Fargo Bldg (2)

Mike,

See attached revised LOI with your changes incorporated.

Thanks,

**Rick Cain, CCIM**

Senior Vice President

[rick.cain@avisonyoung.com](mailto:rick.cain@avisonyoung.com)

Avison Young

132 NW 76<sup>th</sup> Drive

Gainesville, FL 32607, USA

D 352.505.7588

T 352.505.3884

C 352.281.9393

[avisonyoung.com](http://avisonyoung.com)



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Avison Young – Florida, LLC

[Legal Disclaimer](#)

**From:** Schibuola, Michael G. <[schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)>

**Sent:** Wednesday, March 20, 2019 3:16 PM

**To:** Cain, Rick (Avison Young - US) <[Rick.Cain@avisonyoung.com](mailto:Rick.Cain@avisonyoung.com)>

**Subject:** LOI - GPD at Wells Fargo Bldg (2)

Rick,

I have made revisions for you review.

Mike

## Johnson, Charmaine L

---

**From:** Jarvis, J. David  
**Sent:** Wednesday, April 24, 2019 11:18 AM  
**To:** Johnson, Charmaine L; Varvel, Steven C.  
**Subject:** RE: Wells Fargo Lease Agreement

Approved as drafted.

David Jarvis

**From:** Johnson, Charmaine L  
**Sent:** Wednesday, April 24, 2019 10:13 AM  
**To:** Varvel, Steven C. <varvelsc@cityofgainesville.org>  
**Cc:** Jarvis, J. David <jarvisjd@cityofgainesville.org>  
**Subject:** FW: Wells Fargo Lease Agreement

Good Morning All,

Please review the attached contract. Please approve "As Drafted" or "Subject To" and if any necessary changes need to be made. Please let me know if I can be of further assistance. Thanks and have a great day.

CHARMAINE L. JOHNSON  
LEGAL ASSISTANT/STAFF SPECIALIST  
FOR THE ASSISTANT CITY ATTORNEY &  
ADMINISTRATION SUPPORT UNIT AT  
GAINESVILLE POLICE DEPARTMENT  
P.O. BOX 1250  
GAINESVILLE, FL 32627  
PHONE #: (352) 393-7504  
FAX #: (352) 334-2345  
[JOHNSONCL1@CITYOFGAINESVILLE.ORG](mailto:JOHNSONCL1@CITYOFGAINESVILLE.ORG)

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**From:** Libby, Lee C.  
**Sent:** Tuesday, April 23, 2019 12:42 PM  
**To:** Johnson, Charmaine L <[JohnsonCL1@cityofgainesville.org](mailto:JohnsonCL1@cityofgainesville.org)>  
**Cc:** Schibuola, Michael G. <[schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)>; Weiland, Jaret M. <[weilandjm@cityofgainesville.org](mailto:weilandjm@cityofgainesville.org)>  
**Subject:** RE: Wells Fargo Lease Agreement

Charmaine,

When you return, please either set this up for formal review- or if transmittal already done, resubmit for review and comments to Risk Management and myself. Thank you

Lee

Lee C. Libby  
Senior Assistant City Attorney  
200 East University Ave, Suite 425  
Gainesville, FL 32627  
[libbylc@cityofgainesville.org](mailto:libbylc@cityofgainesville.org)  
GPD: (352) 393-7505  
City Hall: (352) 393-8743

**From:** Weiland, Jaret M.  
**Sent:** Tuesday, April 23, 2019 11:57 AM  
**To:** Libby, Lee C. <[libbylc@cityofgainesville.org](mailto:libbylc@cityofgainesville.org)>  
**Cc:** Schibuola, Michael G. <[schibuolmg@cityofgainesville.org](mailto:schibuolmg@cityofgainesville.org)>  
**Subject:** RE: Wells Fargo Lease Agreement

Obviously I am not management but considering how infrequently we do have to come in after 8pm I believe we can work through this. I'm at in service today hence my delayed response.

*Sent from my Verizon 4G LTE Droid*

On Apr 23, 2019 8:21 AM, "Libby, Lee C." <[libbylc@cityofgainesville.org](mailto:libbylc@cityofgainesville.org)> wrote:

Mike,

Is management happy with the "revised agreement" and the issues they did not agree to change?

Lee

Lee C. Libby  
Senior Assistant City Attorney  
City of Gainesville  
413 NW 8th Avenue  
Gainesville, FL 32601  
GPD: (352) 393-7505  
City Hall: (352) 393-8743

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**From:** Schibuola, Michael G.  
**Sent:** Monday, April 22, 2019 11:58 AM  
**To:** Libby, Lee C.  
**Cc:** Weiland, Jaret M.  
**Subject:** Fwd: Wells Fargo Lease Agreement

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