

| |
|--------------|
| Meeting Date |
| 4/28/2015 |



| | |
|----------|---------|
| AGENDA | |
| Section | CONSENT |
| Item No. | II.C.6 |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

| | |
|--------------|---|
| SUBJECT: | Lease Agreement with City of Cocoa for Brevard County Family & Children's Services |
| DEPT/OFFICE: | CENTRAL SERVICES/FACILITIES |

Requested Action:
 It is requested that the Board of County Commissioners authorize the Chairman to execute a Lease Agreement with the City of Cocoa for the building located at 400 S. Varr Avenue, Cocoa for the Brevard County Housing and Human Services Department's Family & Children's Services office. The Central Services Department/Facilities administers the Lease Agreement on behalf of the Housing and Human Services

Summary Explanation & Background:
 Brevard County has had a Lease Agreement with the City of Cocoa since May 2005 for space located 400 S. Varr Avenue in Cocoa. This space is leased by the Central Services Department/Facilities on behalf of Housing and Human Services for the Department's Family & Children's Services office.
 The Housing and Human Services Department bears the full cost of maintenance and repairs, as needed. The terms of the Lease Agreement shall be twenty four (24) months, commencing on July 11, 2015 and termination on July 10, 2017 with two (2) additional twenty four (24) month extensions upon mutual agreement by both parties.
 FISCAL IMPACT: Annual Rent is \$1.00. Other annual costs (water, electrical service, insurance) are approximately \$2,500.00. Funds are budgeted for these expenses in Business Area 0001, Cost Center 201450.

Clerk to the Board instruction: Retain one (1) original and return two (2) original signed Lease Agreements to Facilities, Attention Mary Bowers.

Exhibits Attached: Lease Agreement

| | | | | | | |
|--|-----|-------------------------------------|----|--------------------------|----|--------------------------|
| Contract /Agreement (If attached): Reviewed by County Attorney | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | PR | <input type="checkbox"/> |
|--|-----|-------------------------------------|----|--------------------------|----|--------------------------|

| | | |
|------------------|--------------------------|--|
| County Manager | Deputy County Manager | Department Director / Extension |
| Stockton Whitten | Assistant County Manager | Teresa Camarata, Central Services Director |



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 29, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.6., Lease Agreement with City of Cocoa for Building Located at 400 South Varr Avenue

The Board of County Commissioners, in regular session on April 28, 2015, executed Lease Agreement with the City of Cocoa for the building located at 400 S. Varr Avenue, Cocoa, for the Brevard County Housing and Human Services Department's Family and Children's Services office. Enclosed are two fully-executed copies of the Agreement for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encls. (2)

cc: Housing and Human Services Director
Contracts Administration
Finance
Budget

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 11th day of July, 2015, by and between the **City of Cocoa, Florida**, a municipal corporation under the laws of the State of Florida ("Lessor") and **Brevard County, Florida**, a political subdivision of the State of Florida ("Lessee").

WITNESSETH:

WHEREAS, the parties have previously entered into a Lease Agreement on August 18, 2009 related to the lease of Lessor's Provost Park Police Substation to Lessee; and

WHEREAS, the final term of the Lease Agreement is scheduled to expire on July 10, 2015 and no further extension options are available under the terms of the original Lease Agreement; and

WHEREAS, the parties desire to enter into this Lease Agreement consistent with the terms and conditions provided herein for the mutual benefit of the citizens of Brevard County and the City of Cocoa;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, Lessor and Lessee hereby covenant and agree as follows:

Article 1. Leased Premises: The Lessor does hereby demise and lease to Lessee for the term and under the conditions set forth herein, the following described premises situated, lying and being in the City of Cocoa, Florida (hereinafter referred to as the "Premises")-

**The Provost Park Police Substation
Located on South Varr Avenue, Cocoa
(The Premises only includes the structure and does not
include any of the land composing the park upon which
the structure is situated)**

Article 2. Additional Facilities: Lessee shall accept the premises including the improvements thereon in an "as is" condition and acknowledges there are no warranties, express or implied, as to the fitness of the Premises to the intended use.

Article 3. Term; Extension: This Lease Agreement shall be for a term of **two (2) years** and shall commence on July 22, 2015 and terminate on July 10, 2017. This Lease Agreement may be extended for two (2) additional two-year periods by mutual written agreement of the parties.

Article 4. Effective Date: The effective date of this Lease Agreement shall be the date all parties have affixed their signatures hereto.

Article 5. Rental Fees: All rental fees provided for herein shall be payable in advance annually, and are due on the 1st day of July, beginning in the year 2015, and continuing each July thereafter for the duration of this Lease. **The annual rent shall be One and No/100 Dollars (\$1.00).**

Article 6. Use of Premises: Lessee shall use the Premises for office and meeting space for the Lessee to provide services through its Family & Children's Services Program for the benefit of the residents and citizens of Cocoa and Brevard County, Florida.

Article 7. Covenant of Quiet Possession: So long as Lessee pays all of the fees and other charges due herein and abides by all other terms and conditions of the Lease Agreement, Lessee shall peaceably and quietly have, hold and enjoy the premises throughout the term of this Lease without interference or hindrance by Lessor or any person claiming by, through or under Lessor. Notwithstanding, the Lessor reserves the right to refuse admission to (or reject from the Premises) any person whose conduct may tend to be harmful to the safety and interests of the Premises and the surrounding property owned by the Lessor. Further, the Lessor may close the Premises during any riot or other incident where the public health, safety or welfare may be impaired.

Article 8. Assignment of Hypothecation: This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the Lessor which shall not be unreasonably withheld.

Article 9. Insurance:

- A. **Lessor's Responsibility.** Lessor shall maintain all risk insurance, including fire and extended coverage and contents coverage on the improvements, furnishings, and fixtures located on the Premises in an amount of not less the full replacement costs of such items. Lessee agrees that it shall reimburse Lessor for said coverage in the amount of Four Hundred and No/100 Dollars (\$400.00) per year. Payment shall be due to Lessor no later than August 01st each year.
- B. **Lessee's Responsibility:** The Lessee, as its sole expense, shall procure and maintain, in full force and effect, continuously during the term of this Lease, the following kinds of insurance, and with coverages in amounts not less than stated below. Said insurance shall be placed with a qualified insurance company, licensed to engage in the insurance business in the State of Florida, and acceptable to the Lessor. Said policies shall name the "City of Cocoa" as additional insured.
 - (1) Comprehensive General Liability Coverage, Protection & Indemnity Insurance Coverage, including personal injury, bodily injury (including wrongful death), broad form property damage, operations hazard, contractual liability (including Lessee's indemnification obligations under this Lease), in the amount of at least \$1,000,000 per occurrence, \$1,000,000 Aggregate, Combined Single Limit.
 - (2) Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable State and Federal Laws.

Current valid policies meeting the requirements herein identified shall be maintained during the duration of the Lease Agreement. Original certificates of insurance containing all appropriate information as hereinafter set forth shall be filed with the City of Cocoa Clerk, as agent for the Lessor, by the Lessee. Upon the effective date of this Agreement, the Lessee shall provide the Lessor with such certificates evidencing the coverage required of the Lessee and upon renewal of such insurance coverages thereafter, provide the Lessor with replacement documentation. Any delay by

the Lessee in filing such certificates of insurance with the City Clerk shall not relieve the Lessee of any obligations under this Lease. The certificates of insurance shall contain and clearly set forth the Lessee's name and address, the location of the property herein leased, the amounts and types of insurance coverages being provided, the effective date and duration of coverage and that the Lessor is additional insured. There shall also be a thirty (30) day notification to the City Clerk in the event of cancellation or modification of any stipulated insurance coverage. If the Lessee fails to procure any such insurance or keep the same in full force and effect, the Lessor may elect to procure the necessary insurance and pay the premium therefore and the Lessee shall repay the Lessor upon demand the amount so paid as a premium, together with interest at the rate of 12 percent (12%) annum. Lessor may elect to treat such failure by the Lessee as a default of this Lease as provided hereinafter in Article 11.

Nothing contained within this Article is intended to be a waiver of the sovereign immunity provisions enjoyed by both parties pursuant to Florida Statute 768.28.

Article 10. Indemnification by Lessee: In specific consideration of the Lessor agreeing to waive additional fees for the lease of the Premises, and to the extent permitted by law, Lessee assumes all liability for any and all losses and claims, or any injury, including death, to any persons or for damages to any property as the result of its operations upon the Premises. Lessee agrees to defend, indemnify and hold harmless Lessor and its agents, attorneys, and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of Lessee's operations upon the Premises. This provision shall also pertain to any claims brought against the Lessor by any employee of the Lessee, its contractors, subcontractors, or anyone directly or indirectly employed by any of them arising out of or incidental to Lessee's operations upon the Premises. The Lessee's obligation under this provision shall not be limited in any way by limit of, or lack of sufficient insurance protection. This provision shall not be deemed a waiver of any right the Lessee may have to sovereign immunity.

Article 11. Default Clause: Each of the following events shall be an Event of Default hereunder by Lessee and shall continue a breach of this Lease; (i) if Lessee shall fail to pay within five (5) days after written notice, any rent or fees, or any other sum due to Lessor from Lessee hereunder; (ii) if Lessee shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Lessee under this Lease, and such violation or failure shall continue for a period of fourteen (14) days after written notice thereof from Lessor.

If any of the Events of Default hereinabove specified shall occur, Lessor, fifteen (15) days thereafter Lessor may pursuant to written notice thereof to Lessee, terminate this Lease and, peaceable or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Lessor's own account and, for Lessee's breach of and default under this Lease, recover immediately from Lessee any and all rents and other sums and damages due or in existence at the time of such termination, including, without limitation, all costs and expenses of Lessor in connection with the recovery of possession of the Premises, including reasonable attorney's fees and court costs.

In addition to the remedies hereinabove specified, Lessor shall have and may exercise the right to invoke any other remedies allowed at law or in equity as of the remedies of re-entry, unlawful detainer proceedings and other remedies where not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Lessor from having or exercising any other remedy at law or in equity.

If Lessee shall default in the performance of any terms, provisions, covenant or condition on its part to be performed hereunder, Lessor may, after notice to Lessee and a reasonable time to perform after such notice (or without notice if, in Lessor's reasonable opinion, an emergency exists) perform the same for the account and at the expense of the Lessee. If, at any time and by reason of such default, Lessor is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expenses in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereof at the highest rate allowed under the laws of the State of Florida, shall be deemed additional fees due hereunder and shall be repaid to Lessor by Lessee promptly when billed therefore, and Lessor shall have all the same rights and remedies in respect thereof as Lessor has in respect of the rents herein reserved.

The rights and remedies provided and available to Lessor and the Lessee in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Lessor or Lessee as applicable, shall be deemed to be in exclusion of any other.

Article 12. Force Majeure; Impossibility of Performance:

A. Force Majeure:

- (1) For purposes of this Lease Agreement, delays in any performance by a party hereto contemplated hereunder due to any of the following described events of Force Majeure: fire, flood, earthquake or hurricane; unavailability of materials, equipment or fuel; war, declaration of hostilities, revolt, civil strike, altercation or commotion, strike, labor dispute, or epidemic; or because of any law, order, proclamation, regulation, or ordinance of any government or any subdivision hereof; or because of acts of God; or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control and without the fault or negligence of the party seeking excuse from performance, or due to other causes beyond such party's control.
- (2) In the event such party is delayed in the performance of any work or obligation pursuant to this Lease Agreement for any of the events of Force Majeure described in Subsection 12(A)(1) above, the time required for substantial completion of actions required or contemplated by this Agreement shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed in such completion.
- (3) The party seeking excuse from performance of any duty, obligation or responsibility hereunder on the basis of Force Majeure shall give written notice to the Lessor, if with respect to the Lessee, or to the Lessor, if with respect to the Lessor, specifying in brief description the cost of the anticipated delay, giving its actual or anticipated duration and weekly thereafter, if such delay shall be continuing, written notice stating whether

the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from performance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party.

B. Impossibility of Performance:

- (1) Neither party to this Lease Agreement shall be liable for nor be in default of this Lease Agreement as a result of any failure to undertake and complete any duty, obligation or performance of a material provision, as contemplated by this Agreement, if such failure is caused by Force Majeure. Nothing herein contained shall require either party hereto to take any action contrary to law or to any order or regulation of any government or governmental agency or officer having jurisdiction, or contrary to any permit or authorization granted to any party hereto by any government or governmental agency, or which exceeds the authority or legal capacity of any party hereto to exercise any authority to which it otherwise would be entitled.
- (2) The party seeking to be relieved from any duty, obligation or performance otherwise required of it by this Agreement on the basis of impossibility of performance of a material provision as described in this Article 12(B) shall give written notice to the other party specifying the reason for such impossibility of performance and that such notice constitutes a notice of termination.

Article 13. Lessee's Duty To Keep Premises in Good Repair: The Lessee covenants and agrees with the Lessor that during the continuance of this Lease:

- (A) The Lessee will keep in good state of repair all improvements and personal property brought or placed upon Premises by Lessee;
- (B) Consistent with the requirements of Article 17, Lessee shall repair, replace, renovate, or otherwise be responsible for damages other than normal wear and tear to the Premises;
- (C) The Lessee shall not suffer or permit any waste or neglect of the Premises or any improvements or personal property thereon;
- (D) Maintenance by Lessee: Lessee shall, at its expense and risk, maintain the Premises in good condition including, but not limited to the windows and doors of the Premises and all glass therein; excepting any and all repairs necessitated by reason of a structural defect in the Premises or its foundation and excepting any repairs necessitated by the act, omission or neglect of Lessor, its agents, employees or contractors. In the event any repairs to the Premises are necessitated by a structural defect in the Premises or its foundation or are necessitated by the act, omission, neglect of Lessor, its agents, employees or contractors, Lessor shall, at its sole cost and expense, promptly perform the repairs so necessitated.

Lessee shall at its sole cost and expense provide pest control, janitorial service and fire extinguishers throughout the Lease term.

If the event that Lessee fails or neglects to make adequate repairs to the Premises as specified herein above within thirty (30) days after receipt of written notice from Lessor of the necessity therefore, or within twenty four (24) hours in the event of an emergency, then Lessor may, but shall not be obligated to, make such repairs and Lessee shall reimburse Lessor for the actual cost thereof within thirty (30) days after receipt of bill therefore and copies of applicable invoices. In the event Lessee fails to reimburse Lessor as aforesaid, and such failure continues for twenty (20) days after receipt of a written notice from Lessor, Lessor shall have the right to treat such failure as an Event of Default by Lessee under this lease and Lessor may thereafter exercise any remedy set forth herein. In the event such repairs cannot reasonably be completed within thirty (30) days after receipt of written notice from Lessor, of the necessity therefore, and Lessee commences the making of such repairs within said thirty (30) day period and thereafter pursues the completion thereof with reasonable diligence, Lessee shall have such additional time as is reasonably necessary to complete the same before Lessor has the right to exercise any remedies set forth in this Lease, including this Paragraph.

- (E) Maintenance by Lessee: Lessee shall be responsible for the maintenance and repair of the Premises, including the roof, mechanical systems, HVAC systems, and electrical system, but excluding the foundational and other structural portions of the Premises. The cost of said maintenance, repair and replacement shall be the sole responsibility of the Lessee. Lessee shall give notice to Lessor of any repairs, corrections or replacements being made to such Premises.

Article 14. Additional Covenants of the Lessee:

- (A) The Lessee shall pay for all utilities associated with the use of the Premises, including, but not limited to, water, electricity, sewer and waste.
- (B) The Lessee covenants and agrees with the Lessor that nothing in this Lease shall ever be construed as empowering the Lessee to encumber or cause to encumber the title of interest of the Lessor.
- (C) The Lessee covenants and agrees with the Lessor that, at the termination of this Lease, the Lessee will peacefully and quietly deliver unto the Lessor possession of the Premises including all improvements located thereon. This provision does not apply to Lessee's trade fixtures and/or other non-permanent fixtures on the interior of the Premises.
- (D) The Lessee agrees not to make any physical or structural changes or alterations without written approval of the Lessor.
- (E) All operations conducted on the Premises shall comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws and shall obtain, keep in effect and comply with all governmental permits and authorization required by environmental laws with respect to such Property or operations. Lessee shall furnish Lessor with copies of all such permits and authorizations and any amendments or renewals thereof and shall notify Lessor of any expiration or revocation of such permits or authorizations.

(F) The sale and consumption of alcoholic beverages and controlled substances is strictly prohibited on, in and from the Premises.

(G) Lessee agrees it will not generate any hazardous substances and that it will not store or dispose on or near the Premises nor transport to or near the Premises any hazardous substances, as the term hazardous is defined by environmental laws.

Article 15. Lessor's Right of Entry: The Lessor or its agents shall have the right to enter upon the Premises with reasonable notice, at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the Lessee in the conduct of the Lessee's business on said Premises. If the said Premises are damaged by fire, windstorm or by any other casualty which caused the Premises to be exposed to the elements, then the Lessor may enter upon the Premises to make emergency repairs. Lessor may enter upon the Premises to make renovations and in such a manner as to minimize any inconvenience to both parties.

Article 16. Equipment, Fixtures and Signs: All furnishings, fixtures, trade fixtures, equipment and signs used on the Premises by Lessee, but provided by Lessor will, at all times, be and remain, the property of the Lessor. Provided that this Lease is in good standing and subject to the Lessor's lien for rent, Lessee will have the right to remove any furniture or fixtures provided by Lessee, or any part thereof, from the Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter, provided, however, that Lessee, in so doing, does not cause any irreparable damage to the Premises and provide further, that Lessee will pay or reimburse Lessor for the reasonable expense of repairing damage caused by such removal.

Article 17. Damage or Destruction: If, during the term of this Lease, the Premises or any portion thereof shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever and was not the result of a Lessor act, Lessee shall give Lessor immediate notice thereof and if appropriate, Lessor shall file an insurance claim to cover the cost of the damage or destruction. Any uninsured loss not resulting from the intentional acts or omissions of Lessor shall be the sole responsibility of the Lessee. Should the Premises be destroyed or damaged in whole or in part by any cause whatsoever, the Lessor and Lessee shall mutually agree how to, or whether to, reconstruct or repair the Premises. If a mutually satisfactory resolution cannot be reached between the parties regarding repair/reconstruction, either the Lessor or the Lessee shall have the right to terminate the Lease with twenty four (24) hours written notice to the other party. Such termination shall not waive any rights the parties may have for recovery of insurance proceeds.

Nothing contained herein shall relieve the Lessee of its obligations under this Article if the destruction or damage is not covered, either in whole or in part, by insurance except that Lessee shall have no responsibility for an uninsured loss resulting from the intentional acts or omissions of Lessor.

Article 18. Miscellaneous Provisions: It is mutually covenanted and agreed by and between the parties as follows:

- (A) That no waiver of a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.
- (B) That time is of the essence in every particular and particularly where the obligation to pay money is involved.
- (C) That all arrearage in the payment of rent or in the repayment of the Lessor of any sums which the Lessor may have paid in order to cure a default of the Lessee (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.
- (D) That no modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing and signed by the persons who are then Lessor and Lessee.
- (E) That all covenants, promises, conditions and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives and assigns of each of the parties to this Lease.
- (F) That this instrument contains the entire agreement between the parties as of this date and that the execution hereof has not been induced by either of the parties by representations, promises, or understandings not expressed herein and that there are not collateral agreements, stipulations, promises or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.
- (G) That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given, if delivered in person or when it shall have been deposited in the U.S. Registered or Certified Mail with sufficient postage pre-paid thereon to carry it to its addressed destination. Said notice shall be addressed as follows:

AS TO LESSOR: City of Cocoa
Attn: City Clerk
65 Stone Street
Cocoa, Florida 32922

AS TO LESSEE: Brevard County
Housing & Human Services Department
2725 Judge Fran Jamieson Way, Building B, 1st Floor

When parties on either side (Lessor or Lessee) consist of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

(H) In the event any portion of this Lease shall be declared illegal or invalid, said portion, and said portion only, shall be deemed null and void and the balance of this Lease shall remain in full force and effect.

(I) Pursuant to Section 404.056(5), Florida Statutes, Lessor and Lessee are hereby notified of the following:

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.

(J) The phrase "environmental laws" where used herein shall mean all federal, state and local environmental laws, which environmental laws include but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, et. Seq., the Superfund Amendments and Re-authorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et. Seq., the Oil Pollution Act of 1990, the Clean Water Act, the Pollutant Discharge Prevention and Control Act, Sections 376.011-376.17 and 376.19-376.21, Florida Statutes, and all federal, state or local environmental statutes, ordinances, rules and regulations whether now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of Lessor and the Lessee. Hazardous substances shall include, but not be limited to any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas useable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic materials", or "toxic substances" under any applicable Governmental Requirements.

(K) Lessee agrees to be responsible for the security of the Premises.

(L) This Lease Agreement shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in and for a court for Brevard County, Florida. In the event of any legal action to enforce the terms of this Agreement, each party shall pay its own attorney's fees and costs.

Article 19. Not Recordable: Neither this Lease Agreement nor notice of it should be recorded in any Public Records.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST:





Scott Ellis, Clerk of Court

LESSEE:

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

As approved by the Board: 04-28-15

ATTEST:

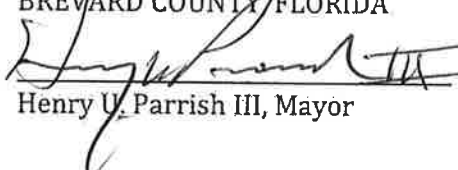




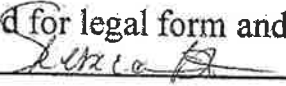
Joan Clark, City Clerk

LESSOR:

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Henry U. Parrish III, Mayor

Reviewed for legal form and
content: 
(Assistant) County Attorney