

This instrument prepared by:
David Forziano, Esq.
Alachua County Attorney's Office
Rochelle Daniels, Esq.
CareerSource North Central Florida Attorney
954 205 2582

Lease Agreement

Between

CareerSource North Central Florida, Lessee

And

LCPP, LLC, Landlord

a Florida limited liability corporation located at 1120 NW 8th Avenue, Gainesville FL 32601 for lease space located at 1389 US Hwy 90, Suite 170, Lake City, FL 32055 occupying a total 12,743 square feet,

THIS LEASE AGREEMENT ("Lease") made and entered into this 31st day of August, 2024 by and between CareerSource North Central Florida, hereinafter referred to as the "Tenant", the Administrative Entity, for the Dual County Workforce Development Council, (hereinafter the DCC) a local government agency, created through an interlocal agreement pursuant to the Florida Statutes 163.01, and the North Central Florida Workforce Development Board, (hereinafter NCFWDB) whose principal business address is 1112 North Main Street, Gainesville, FL 32601, and LCPP, LLC ("Landlord") a Florida limited liability corporation located at 1120 NW 8th Avenue, Gainesville, FL, 32601, hereinafter referred to as the "Landlord." Collectively hereinafter the Tenant and the Landlord are referred to as the "Parties".

WITNESSETH:

WHEREAS, FLORIDA COMMERCE has designated new local workforce area Region 26, and

WHEREAS FLORIDA COMMERCE has authorized the workforce development area known as Region 9, The Tenant herein to act for Region 26 until such time as the legalities necessary to establish a governance structure for the new Region 26 have been finalized; and

WHEREAS, Landlord owns a commercial office building property located at 1389-1465 US Hwy 90, Lake City, FL 32055 as more particularly described in paragraph 2, below ("Property"); and

WHEREAS, Landlord desires to lease to Tenant a portion of said commercial building, being approximately 12,743 square feet, known and numbered as Suite 170 (hereinafter referred to as the "Premises"), at and for the rental rate and the rental term and upon the conditions set forth in this Lease; and

WHEREAS, Tenant desires to lease the Premises from Landlord upon the terms and conditions set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Lease.
2. **The Premises.** The Landlord hereby leases to the Tenant, and Tenant hereby leases from the Landlord, that certain office space more particularly located at 1389 Us Hwy 90, Lake City, FL 32055 Suite 170, containing approximately 12,743 square feet of interior space, along with all rights and uses in common areas within the development, including but not limited to parking areas, sidewalks, lobby, stairways and elevators (the "Premises"). Tenant shall have a non-exclusive right for itself and its customers to use the parking areas located on the Landlord's Property. The legal description of the Landlord's Property is attached as **Exhibit "A"**. The Premises consists of office space located within the commercial office building located on Landlord's Property and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building.

The legal description of the Landlord's Property is attached as **Exhibit "A"**. The Premises consists of office space located within the commercial office building located on Landlord's Property and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building

3. **Term.** The Initial Term of this Lease shall commence on September 1, 2024 ("Lease Commencement Date") and shall expire at 11:59 p.m. on June 30, 2025.
4. **Rent.** During the Term of this Lease, Tenant shall pay Landlord monthly rental payments of \$24,768.27 per month, due in advance on the first day of each and every month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax and, therefore, Landlord shall not collect any sales tax from Tenant and Tenant shall not pay any sales tax. The Tenant's tax-exemption number is **11-06-024077-53C**. Landlord shall deliver a monthly rental payment invoice to Tenant at least 14 calendar days prior to the due date for each monthly rental payment at the following address:

CareerSource North Central Florida
1112 North Main Street,

Gainesville, FL 32601

The Tenant shall remit all payments to:

LCPP, LLC
P.O. Box 357742
Gainesville, FL 32635

5. **Use of Premises.** The Tenant may use the Premises as One-Stop Career Center or for any other purposes deemed necessary by Tenant to conduct public business of its governing boards, the DCC and the NCFWD.
6. **Alterations and Improvements to Premises by Tenant.** Tenant may decorate or redecorate the Premises without approval by Landlord (e.g., wall hangings; blinds; drapes; carpet; interior painting). Tenant may, at Tenant's sole expense, make alterations and improvements to the interior layout, plumbing, installed lighting, electrical wiring or mechanical systems of the Premises with the consent of the Landlord, which consent shall not be unreasonably withheld or denied. Tenant shall promptly pay for all labor and materials used in constructing any improvements to the Premises made by Tenant. The interest of Landlord in the Property shall not be subject to liens for improvements made by Tenant. All alterations, changes and improvements built, constructed or placed in the Premises by Tenant, with the exception of trade fixtures removable without damage to the Premises and movable personal property shall, unless otherwise provided to the contrary by agreement between the LANDLORD and TENANT, become the property of LANDLORD and remain in the Premises at the expiration or termination of this Lease, or, at the sole option of Tenant and at Tenant's expense, Tenants may remove any such modifications or improvements and restore the Premises to its condition before the commencement of Tenant's occupancy of the Premises.
7. **Signs.** Tenant may, at Tenant's sole expense, construct, place or install signage at the following locations on Landlord's Property and attach a figure showing the locations on the Property where Tenant may place a sign (e.g, on Door to Premise; on window of Premise; on the Property's roadside marquee). All such signage must be approved by Landlord prior to installation, which approval shall not be unreasonably withheld. Landlord shall approve all requests for signage within 10 business days. Signs must be removed by Tenant at the expiration or termination of this Lease.
8. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the Premises. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with

city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

9. **TIME IS OF THE ESSENCE**. Time is of the essence with regards to this Lease.
10. **Surrender of Premises**. Upon termination of the Lease, by lapse of time or otherwise, the Tenant shall surrender the Premises in as good a condition as the same was received at the commencement of the Lease term, reasonable use, wear, tear, and damage, excepted. Landlord shall inspect the premises immediately upon entry into the lease and Tenant and Landlord shall take photographs of the premises. The parties agree that the condition of the premises on September 1, 2024 is the condition that premises are required to meet at the time of the surrender of the lease.
11. **Services and Repairs**. Services provided by the Landlord to the Tenant are as indicated below and on Exhibit B:
 - A To maintain, repair and replace in good, clean and substantial repair the building's structural components, exterior, siding, HVAC, electrical, lighting, windows, doors, floor coverings, plumbing, roof, landscaping, sidewalks, grounds, and parking area, and all common areas;
 - B To provide Tenant access to the Premises 24 hours a day, 365 days a year;
 - C To provide and make repairs to the electrical and plumbing equipment and other building systems. Tenant will be responsible for routine maintenance of the interior of the Premises and that shall not exceed \$5,000 per repair. The replacement of the following consumable items shall not be counted towards the routine maintenance repair cap: light bulbs located within the interior of the Premises and HVAC filters that are accessible from within the interior of the Premises.
 - D To respond promptly to investigate any notice from Tenant of deficiency in the Premises and to correct said deficiencies within scope of this Lease; and
 - E The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Premises. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
 - F Tenant shall have sole authority over the control of temperature in the Premises.

12. **Utilities and Services.** Landlord shall be responsible for the utilities and services that are solely for the Premises.
13. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such action as may be necessary to protect the Premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.
14. **Title Status.** The Landlord represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises, and that it has the full right, power, and authority to enter into this Lease for the term herein granted.
15. **Insurance.**
- A The Landlord shall obtain fire and extended coverage insurance upon the Premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the Premises. Tenant is responsible for its own property.
 - B Tenant shall purchase insurance coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
 - C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
16. **Non-Waiver.** The failure of any party to exercise any right in this Lease will not waive such right.
17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease upon the Parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
18. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the Parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice

of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

19. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the Lease term. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage requested by the Tenant.
20. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this Lease and any renewal of said term, the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
21. **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 unit.
22. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant at the commencement and end of the Lease term, unless otherwise herein agreed to the contrary.
23. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.
24. **Casualty.** In the event that the Premises are damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the Premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the Premises are not suitable for occupancy and not used by the Tenant. If the Premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this Lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
25. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Executive Director
CareerSource North Central Florida
1112 North Main Street,
Gainesville, FL 32601

Landlord: LCPP, LLC
1120 NW 8th Avenue
Gainesville, FL 32635

26. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the Lease, and (3), the Tenant shall have the right to terminate this Lease in the event of such eminent domain proceedings.
27. **Default and Termination.** If either party fails to fulfill its material obligations under this Lease or if either party breaches any of the material conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
28. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
29. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
30. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease.
31. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Lease.
32. **Governing Law.**
- a. This Lease shall be governed, interpreted and constructed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.
 - b. This Lease is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the

terms set forth herein] under this Lease is contingent upon an annual appropriation by the Legislature.”


- c. Landlord agrees and understands that funds budgeted for payment of Tenant’s obligations under this lease are also contingent on CareerSource North Central Florida’s receipt of formula federal grant funds awarded under federal workforce development legislation through the State of Florida. CareerSource North Central Florida reserves to itself the right to unilaterally request a reduction in space and a concomitant reduction in rent or to terminate this lease, at its sole discretion in the event of a reduction in its funding. Any request for a reduction in space or termination of the lease shall be effective upon notification to the Landlord by CareerSource North Central Florida and shall provide Landlord ninety (90) days notice or in the event CareerSource North Central Florida receives less than ninety (90) days notice CareerSource North Central Florida shall provide such notice as CareerSource North Central Florida receives from its funding sources. In such instances, rent will be paid through the 90th day following the notice of cancellation only; thereafter neither CareerSource North Central Florida nor Landlord shall have any obligation whatsoever to each other.


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IN WITNESS WHEREOF, the Landlord, by and through its Manager, has duly executed this Lease on the date written.

Signed, sealed and delivered
in the presence of:


LANDLORD:
LCPP, LLC


By: _____
(Witness No. 1)
President


By: _____
Taraz Darabi
Manager

Print: Frank Darabi

Date: 8/31/24


By: _____
(Witness No. 2)

Print: Morgan Mamerlou

Exhibit A: Legal Description of Landlord's Property

Exhibit B: Utilities and Services

| <u>Item Description:</u> | <u>Responsible Party</u> |
|--|--|
| Potable Water | Landlord |
| Electricity | Landlord |
| General Cleaning and Janitorial Service | Tenant |
| Security (e.g., guards, cameras, sensors, alarms, etc.) | Tenant |
| Communications (e.g., Telephones, internet, cable TV, satellite TV, etc.) | Tenant may self-perform or contract with a third party of Tenant's choice |
| Trash Removal | Landlord |
| Pest Control | Tenant |
| Recycling Pick up | Landlord |