

## LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter the "Lease" or the "Agreement") is made and entered into by and between: the Board of County Commissioners of Bradford County, Florida "LANDLORD" 945 North Temple Avenue, Starke, Florida 32091; and the Bradford County Sheriff's Office, 945-B North Temple Avenue, Starke, Florida 32091, "TENANT".

The Landlord, for and in consideration of the Rents hereinafter to be paid by the Tenant to the Landlord, hereby demises and leases unto the Tenant, and Tenant hereby accepts, the premises located in Bradford County, Florida, comprised of approximately 100,000 square feet, and more particularly described as follows: 14281 US Highway 301 South, Starke, Florida, See Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

**1. BASIC TERMS:** The parties hereto, intending to be legally bound, agree as follows:

- A. Use. The Premises may be used by the Tenant as a federal detention facility.
- B. Term. The "Term" of this Lease shall be for five (5) years commencing on the first (1<sup>st</sup>) day of May 2026 and ending on the thirtieth (30<sup>th</sup>) day of April 2031. The "Term" of this Lease shall also include any extensions or renewals thereof. If at any time, the Premises is no longer used as a federal detention facility, this Lease will terminate within sixty (60) days.
- C. Rental. Tenant agrees to pay to Landlord as "Rent" or "Rental" for the above-described Premises, on an annual basis, at a rate of one thousand dollars (\$1,000.00) per year. If the Term of this Lease continues beyond the initial term of five (5) years, for each successive year thereafter, the Rent shall increase at a rate of three percent (3%) annually. The Rent for any partial month shall be prorated on a daily basis.
- D. Florida Taxes. In addition and if applicable, Tenant shall pay directly to the applicable taxing authority, any and all taxes due related to this Lease. At the time of the execution of this Lease, the Florida State Sales Tax for Bradford County is seven percent (7.0%); however, it is subject to change by governmental authorities.
- E. Options. After the initial Term, Tenant shall have a limited, nontransferable option to extend the Lease Term for five additional, five (5) year terms with the increases listed in Section 1.B. per year. The other terms and conditions of this Lease shall continue as provided herein. In order to exercise this limited option, Tenant must not be in default under the Lease and shall give Landlord written notice not less than ninety (90) days prior to expiration of the initial Term. If Tenant fails to give timely notice, time being of the essence, then this option shall terminate. Upon receipt of written notice from Tenant, Landlord in its sole discretion, may accept or reject Tenant's offer to extend the Term.
- F. Security Deposit. In that the Tenant is a Bradford County Constitutional Officer, the "Security Deposit" is waived for this Agreement
- G. Late Payments . If Landlord has not received the monthly rent payment or any other sum due within five (5) days of the due date, Tenant shall pay a service charge in addition to the Rent or other payment equal to five percent (5.0%) of the past due amounts, plus applicable Florida State Taxes. On the sixth (6th) day and thereafter a per diem service charge shall be due and payable that is the equivalent of the highest