

LEASE OF REAL PROPERTY BETWEEN PINELLAS COUNTY AND THE BOARD OF
TRUSTEES OF ST. PETERSBURG COLLEGE

THIS LEASE made this 27th day of August, 2024 ("Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and the Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida and a college in the Florida College System, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733 ("TENANT"), each individually referred to from time to time throughout this Lease as "Party" and jointly referred to as "Parties".

WHEREAS, COUNTY desires to improve efficiency of workflow and staff by providing medical care and surgical alteration to animals in the care of the COUNTY'S Animal Services Department by constructing a surgery center in the former St. Petersburg College's Veterinary Technology Center, a COUNTY-owned parcel, located at 12376 Ulmerton Road, Largo, Florida 33774, identified as Parcel ID 09-30-15-00000-230-0200 ("Premises") as described in Exhibit "A", which is attached hereto and fully incorporated herein; and

WHEREAS, COUNTY has allocated funds to construct a surgery center and improve other areas of the Premises for use as COUNTY meeting and training space; and

WHEREAS, COUNTY does not require use of the entire Premises and desires to lease a portion of the Premises to TENANT; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

The Whereas clauses above are fully incorporated into and made a part of this Lease.

- 1. LEASED PREMISES.** In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner

hereinafter provided, the COUNTY does hereby lease and let unto TENANT, and the TENANT does hereby lease from the COUNTY 3,846 SF interior space of the Premises ("Leased Premises") together with (collectively "SPC Training Spaces"), six (6) dog kennels, shared radiology, laundry rooms, and play yard ("Shared Spaces") and common areas ("Common Areas") as described in Exhibit "B" attached hereto and made a part hereof.

- 2. TERM AND RENT; TERMINATION.** Subject to, and upon the conditions set forth herein, including any exhibit or addendum hereto, the Lease will be for a period of five (5) years ("Initial Term"). So long as TENANT is not in default of this Lease, this Lease is automatically renewable, at TENANT'S option for two (2) consecutive two (2) year renewal terms ("Renewal Terms") unless TENANT notifies COUNTY in writing of its intent not to renew, which notice must be given within one hundred twenty (120) days prior to termination of the current Term. The Initial Term together with any Renewal Term (collectively, the "Term" or "Lease Term") of this Lease will commence on September 6, 2024 ("Commencement Date"). If the Commencement Date falls on a day other than the first day of a month, the first month of the Lease Term will be the first month following the Commencement Date and Tenant will pay prorated Rent for the partial month preceding the Commencement Date.

The rental for the terms is outlined on the rent schedule ("Rent Schedule") attached as Exhibit "C" attached hereto and made a part hereof.

Either party may terminate the Lease with or without cause during the Term upon giving the other party no less than one hundred eighty (180) days' prior written notice pursuant to Paragraph 29. Such termination, however, will not become effective until after the end of TENANT'S academic term.

- 3. USE.** It is understood and agreed between the parties hereto and TENANT covenants that said Leased Premises during the continuance of the Lease will be used and occupied as a Veterinary Training Center for use by TENANT's faculty, staff and

students enrolled in the Veterinary Technology Programs. TENANT will not use the PREMISES for any other purpose or purposes, without the written consent of the COUNTY. The TENANT agrees to cause the Leased Premises to be operated for such use during the entire Term of this Lease.

This Lease is made on the express condition that the Premises will be used only in conformance with the applicable laws and ordinances, including those regulations consistent with TENANT's use and activities. The Parties will not allow the Premises to be used for activities that are prohibited in all COUNTY or TENANT-owned or COUNTY or TENANT-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances. The Parties will not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY if any other use be made thereof.

4. **HOURS OF OPERATION.** Unless otherwise agreed to by COUNTY, TENANT may occupy its Leased Premises Monday through Friday from 7:00 a.m. to 6:00 p.m. TENANT may occupy the Leased Premises for evening classes, based on TENANT's official class schedule which schedule will be provided to COUNTY no later than two (2) weeks prior to the beginning of the semester. The days of operation of the Premises, including the Leased Premises, will correspond to TENANT's current Academic Calendar.
5. **TAXES.** If real estate taxes are levied upon the leased Premises in the future, then TENANT will pay its pro rata share of such taxes based on square footage.
6. **UTILITIES:** COUNTY agrees to pay all charges for gas and electricity supplied to the Leased Premises, whether determined by meter or otherwise. COUNTY will not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. The COUNTY will also pay for all water consumption, sewer charges, and trash collection.

7. MAINTENANCE AND SERVICES: The TENANT will maintain its Leased Premises in a clean, neat, orderly, and sanitary condition. The COUNTY is responsible for all repairs and maintenance of the Premises, Common Area, and Leased Premises, but only if such repairs are not determined to be the result of action by TENANT, its employees or students. TENANT will provide COUNTY with prompt written notice of any repair or maintenance requests. TENANT will be responsible for any such repairs described in this section if caused by or resulting from the actions or negligence of TENANT, its employees or students. The operational, repair and maintenance expenses for the Premises and the responsibility to maintain the structures and appurtenances in good condition will be assumed by COUNTY and TENANT as set forth below.

COUNTY, at its sole cost and expense, will always throughout the Term of this Lease:

- a) Procure service contracts (including, without limitation, contracts for cleaning and trash removal, pest, and rodent control).
- b) Obtain services for water, sewer, electricity, gas, storm water, and trash collection.
- c) Landscaping and lawn maintenance, including regular pruning, trimming, fertilization, pest services, and replacement of dead plants and trees.
- d) Parking lot maintenance and repair.
- e) Routine janitorial services for the Premises and only those portions of the Leased Premises identified as Rooms 119, 121, 123, 125, 127 and 129.
- f) Provide, maintain, and operate sufficient lighting for the interior and exterior of the Premises.
- g) Provide routine and preventive maintenance, and repair all life safety systems, heating, air conditioning, and ventilation systems for the comfortable use and occupancy of the Premises, electrical systems, and plumbing systems.

- h) Maintain and coordinate services and inspection to life safety systems to include fire alarm/suppression systems and hood equipment (ASNL).
- i) Replace when needed all structural components of the Premises, including the foundation, walls, exterior doors and windows, and any structural components thereof.
- j) Replace when needed complete HVAC system(s), roof, sidewalks, parking lots and other capital improvements required to operate the building and structures. Replacement schedule will be at COUNTY's sole discretion and will be based on inspection and condition assessment by COUNTY.
- k) Obtain all service, repair and maintenance of shared equipment, including radiography equipment. At its sole cost and expense, COUNTY will keep the shared equipment in good operating order, repair, condition and appearance and will furnish any and all parts, mechanisms or devices required to keep it in good mechanical and working order.
- l) Maintain interior doors and locks in the Premises, including the SPC Training Spaces.

TENANT, at its sole cost and expense, will always throughout the Term of this Lease:

- a) Except for Rooms 119, 121, 123, 125, 127 and 129, TENANT's program staff will be responsible for cleaning all other areas in the Leased Premises identified as "SPC Training Spaces" allocated to TENANT depicted on the attached Exhibit "B".
- b) Maintain and repair TENANT-owned furniture, equipment, technology in the Leased Premises.
- c) Install, maintain, and repair all TENANT network/internet and telecommunications equipment and services.

In the event repairs become necessary and TENANT elects not to make said repairs or maintenance relating to b) and c) above, COUNTY may make the repairs and seek reimbursement from the TENANT provided that COUNTY provides prior notice to and receives approval from TENANT, which approval will not be unreasonably withheld. In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY will demand repayment of same from TENANT and TENANT will make such payment within sixty (60) days of receipt of said demand. TENANT's failure to timely reimburse will be deemed a breach of the Lease.

- 8. FURNITURE, FIXTURES, & EQUIPMENT, SHARED EQUIPMENT.** Apart from the highlighted equipment which TENANT agrees to remove from the Premises, illustrated on the Path Lab Demolition Plan ("Demo Plan") as described in Exhibit "D" attached hereto and made a part hereof and the furniture and equipment in the Leased Premises and any surgical equipment in the Lease Premises owned by TENANT, all furniture, fixtures, and equipment ("FFE") in the Premises is the property of the COUNTY. TENANT will not remove any FFE from the Premises without COUNTY'S written approval.

COUNTY agrees to permit TENANT'S use of the following equipment at the prescribed times:

- a) Laundry Equipment: TENANT Access M-F 8:00 a.m. – 12:30 p.m. COUNTY will have access during all other times.
- b) Radiology Suite: Two weeks prior to the start of each semester, TENANT will submit a Radiology training schedule to COUNTY's Animal Services Department. COUNTY will have access during all other times in accordance with TENANT schedule.

9. ALTERATIONS AND IMPROVEMENTS TO PREMISES:

- a) TENANT will make no structural change or alteration to the Premises without written consent of COUNTY, which consent will not be unreasonably withheld or delayed, and TENANT will be responsible for any damages to the Premises

caused by TENANT, or its, employees, students, ordinary wear and tear excepted. TENANT will pay for all charges for permitting, labor, services and materials used in connection with any improvements or repairs to the Premises undertaken by TENANT. Modifications or improvements made during this Lease Term will become property of COUNTY upon expiration or termination of this Lease unless TENANT desires to remove said modifications or improvements which can be removed without damage or injury to the Premises.

b) TENANT will have the right, at its sole expense, to make non-structural alterations and changes as the TENANT will deem appropriate or necessary for its purposes. Nonstructural alterations may be made by TENANT with COUNTY consent, which consent will not be unreasonably withheld or delayed (subject to TENANT complying with all codes and obtaining necessary permits). Such alterations may be removed or abandoned at TENANT'S election when TENANT vacates the Premises.

10. PARKING: COUNTY reserves the right to designate parking spaces for TENANT and their students.

11. INSURANCE. TENANT will procure, pay for, and maintain during the term of the Lease insurance as set forth in Exhibit E "Insurance Requirements" attached hereto.

12. LIABILITY OF COUNTY. All property of any kind including TENANT's improvements that may be on the Premises during the continuance of the Lease will be at the sole risk of TENANT, and COUNTY will not be liable to TENANT or any other person for any injury, loss, or damage to property or to any person on said Premises.

13. ASSIGNMENT AND SUBLETTING. TENANT agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more

assignments of this Lease or to one or more sublettings of said Premises will not operate as a waiver of COUNTY's rights under this section.

14.ALTERATIONS, MECHANIC'S LIENS. TENANT will promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. Any mechanics liens against the Premises or Leased Premises, TENANT's leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT will promptly satisfy same or transfer it to a bond; and TENANT will in any event protect COUNTY's interest in underlying real estate and will hold COUNTY harmless against any such claims. All such additions, improvements, and fixtures, except movable office furniture and equipment purchased by the TENANT, will become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

15.COVENANT AGAINST LIENS. TENANT will have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all material men, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the demise Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

16.INDEMNIFICATION. The Parties recognize and acknowledge that TENANT is a political subdivision of the State of Florida. TENANT does not have authority to waive the state's immunity by contract. Sovereign immunity is within the sole province of the Florida legislature. TENANT will be liable for its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. Within the limits of its statutory and legal liability as a political subdivision of the State of Florida, and if and to the extent allowed by law, TENANT acknowledges and agrees to indemnify

and hold COUNTY harmless from and against liabilities, claims, losses, and expenses, including attorneys' fees, which are caused by the negligent or wrongful act or omission by any employee of TENANT while acting within the scope of the employee's office or employment, except that neither TENANT nor any of its employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence or acts of COUNTY or any of its officers, employees, or agents. To the extent permitted by Florida law, COUNTY will defend, indemnify, and hold TENANT harmless of and from any and all losses, damages, claims, costs, and expenses, including reasonable attorneys' fees arising out of any claim asserted by any person against TENANT for loss of or damage or injury to person or property caused by any negligent or wrongful act of COUNTY.

17. DESTRUCTION OF PREMISES. If the demised Premises will, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may either elect to rebuild or repair to make the Premises tenantable within ninety (90) days thereafter, or may terminate this Lease. In the event the COUNTY elects to rebuild or repair, the Rent due hereunder will be abated during the period of repair of such damage. In the event of termination, COUNTY will give TENANT thirty (30) days' notice in writing, whereupon this Lease will be terminated in accordance with such notice.

18. EMINENT DOMAIN.

- a. In the event the whole or any substantial part of the Premises will be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease will terminate as of the date of the taking of possession or by the condemning authority, and Rent will be apportioned as of said date.
- b. In the event less than a substantial part of the Premises will be taken or condemned for any public or quasi-public use or purpose, or if any adjacent property or street will be condemned or improved in such manner as to require

the use of any part of the Premises or of the Building, then at the election of COUNTY expressed by delivery of written notice to TENANT within ninety (90) days after said date of taking, condemnation or improvements, this Lease will terminate as of said date without any payment from COUNTY to TENANT therefore, other than TENANT'S share of damages from said taking as referenced herein.

- c. COUNTY will be entitled to receive the entire award from any taking or condemnation without any payment to TENANT, as provided for in Florida Statutes; provided, however, TENANT will be entitled to receive any award or portion of any award specifically designated to TENANT pursuant to Florida Statutes.

19.DEFAULT.

- a) TENANT DEFAULT. If the TENANT should fail to keep and perform any of the terms, covenants, conditions, or provisions in this Lease, if any, contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY will notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT will have thirty (30) days from the date of receipt to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and will pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises. and property peaceably to the COUNTY, their agents, and attorneys, immediately upon the termination of the said demised term.

COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as the COUNTY deems necessary or advisable to re-let the Premises. Failure to elect any of the available remedies upon the occurrence of any default will not operate as a waiver of any future election of remedies.

- b) **COUNTY DEFAULT.** COUNTY will be in default under this Lease if COUNTY has not commenced and pursued with reasonable diligence the cure of any failure of COUNTY to meet its obligations under this Lease within thirty (30) days of the receipt of written notice from TENANT. This grace period will be extended if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of non-financial circumstances outside of COUNTY'S control, if COUNTY has promptly commenced all appropriate actions to cure the default within the thirty (30) day period and such actions are thereafter diligently and continuously pursued by COUNTY in good faith. Upon the occurrence of an event of Default by COUNTY, which Default is not cured after notice as outlined herein, to the extent provided for or required herein, TENANT reserves the right to Terminate this Lease by providing 90 days' written notice or to seek monetary damages.

20. SIGNS. TENANT agrees that any permanent signs or advertising, including awnings, to be used in connection with the leased Premises must have COUNTY'S written approval before installation. COUNTY'S approval may not be unreasonably withheld.

21. WAIVER. One or more waivers of any covenant or condition by the Parties will not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the Parties to or of any act by the other requiring the Parties' consent or approval will not be construed a consent or approval to or of any subsequent similar act.

22.PROPERTY OF TENANT. TENANT will (if not in default hereunder) prior to the expiration of the Lease, or any extension thereof, remove all personal property which it has placed in the Premises, provided TENANT repairs all damages to the Premises caused by such removal, unless TENANT obtains the written consent of COUNTY to keep such property on the Premises after expiration or termination of the Lease.

23.NO ESTATE IN COUNTY'S OWNERSHIP INTEREST. TENANT has only a temporary leasehold interest in the Premises pursuant to the terms and conditions herein, which is not subject to levy and sale. Any security interest obtained in TENANT'S leasehold will not affect or encumber COUNTY's fee simple interest in the Premises.

24.OBSERVANCE OF LAWS. TENANT and COUNTY agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies applicable to the Parties, of all municipal departments, bureaus, boards and officials applicable to the Parties, of all County, State, and Federal boards and agencies applicable to the Parties, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes will be in full compliance with the aforementioned authorities.

25.ACCESS TO PREMISES. The COUNTY will have the right to enter upon the Leased Premises at all reasonable hours after giving at least twenty-four (24) hours advance written notice for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Leased Premises or to any property owned or controlled by the COUNTY therein. Such repairs will not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being affected.

COUNTY will allow TENANT, its employees, or agents to access the Premises, including Shared Spaces, at reasonable hours after giving at least twenty-four (24)

hours advance written notice for purposes of inspections and site visits by Federal, State, and County agencies, accreditation bodies, and other individuals, organizations, or entities as required for TENANT's academic programs.

26. RELATIONSHIP OF PARTIES. Except as described in the introductory section of this Lease, nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, will be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, as appropriate.

27. CONSTRUCTION OF LEASE. This contract will be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

28. SURRENDER AT END OF TERM. Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

29. NOTICES. All notices to the County including Certificates of Insurance hereunder will be forwarded to the COUNTY at the following address and all notices given to the COUNTY hereunder will be forwarded to the COUNTY at the foregoing address, by

Fed EX, USPS Priority Mail, registered or certified mail return receipt requested, until TENANT is notified otherwise in writing.

Real Estate Manager
Pinellas County Government
Department of Administrative Services
Facilities & Real Property Division
509 East Avenue South, 2nd Floor
Clearwater, FL 33756

All notices given to the TENANT hereunder will be forwarded to TENANT at the following address by Fed Ex, USPS Priority Mail, registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

Board of Trustees of St. Petersburg College
VP, Finance & Business Operations
P.O. Box 13489
St. Petersburg, FL 33733
With a copy to General Counsel's Office

30. QUIET ENJOYMENT. The COUNTY covenants and agrees that upon TENANT paying said rent and performing all the covenants and conditions aforesaid on TENANT's part to be observed and performed, the TENANT will and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term aforesaid.

31. SUCCESSORS AND ASSIGNS. The covenants, provisions and Leases herein contained will in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and will be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

32. PUBLIC ENTITY CRIME ACT. The TENANT is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the

County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

33. 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 Public Health Unit.

34. FISCAL FUNDING. In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease will be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, or TENANT may elect to assume all of COUNTY's financial obligations under this Lease until such time as funds may be budgeted and appropriated in later years during the lease term. Further, TENANT's performance and obligation to pay under this Lease is contingent upon the legislature's annual appropriation. This Lease will be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated. TENANT will give notice to COUNTY of the non-availability of funds when it has knowledge thereof.

35. HAZARDOUS SUBSTANCES.

- a) TENANT hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT'S business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by COUNTY; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT'S business (the "Permitted Materials") provided

such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws and approved in advance in writing by COUNTY; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought thereon, TENANT will immediately remove same with proper disposal and all required clean-up procedures will be diligently undertaken pursuant to all Environmental Laws; (vii) COUNTY will be permitted to conduct at COUNTY'S expense any Environmental Testing reasonably necessary by COUNTY or COUNTY'S agent, to determine the presents of any Hazardous Substance. If at any time during or after the term of the Lease the Premises is found to be so contaminated or subject to said conditions demonstrated to have been caused exclusively by TENANT during the lease term, TENANT agrees to clean up the Premises according to Environmental Laws. If any contamination is found to have been caused in part by TENANT, TENANT agrees to be responsible for clean-up expenses only to the extent that it is contributorily negligent. The foregoing obligation will survive the termination or expiration of this Lease. In the event TENANT fails to act in the removal, proper disposal; or all required clean-up procedures to the satisfaction of appropriate Federal, State, or local agencies, COUNTY will have the right to remedy TENANT'S environmental problem at TENANT'S costs and seek recovery from TENANT through proper legal channels. The term "Hazardous Substances" as used in this Lease will mean pollutants, contaminants, toxic or hazardous wastes, including, but not limited to, Asbestos, Polychlorinated Biphenyl's, and petroleum products, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term will mean any Federal, State or local law or ordinance relating to pollution or protection of the environment.

b) TENANT agrees to promptly notify COUNTY of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise COUNTY of any environmental concern expressed by any private party or government agency.

c) As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety, or environmental protection.

36. ENTIRE LEASE: The Lease as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, Leases, conditions and understandings between the parties, and no covenant, promise, Lease, condition or understanding, either written or oral, not specifically set forth herein will be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease the day and year first above written.

SIGNED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES:

Rebecca Brown

Signature of First Witness

Rebecca Brown

Print Name

Kari Campbell

Signature of Second Witness

Kari Campbell

Print Name

TENANT:

Tonjua Williams

Tenant Signature

Tonjua Williams

Print Name

President

Title

STATE OF FLORIDA

COUNTY OF

PINELLAS

The foregoing instrument was acknowledged before me this 27th day of

(Numeric date)

AUGUST, 2024, by TONJUA WILLIAMS

(month)

(year)

(name of person)

as

PRESIDENT

for

ST. PETERSBURG COLLEGE

(Type of authority)

(name of party)

(SEAL)



SUSANA C. CASTELLANOS
Commission # HH 117130
Expires August 13, 2025
Bonded Thru Budget Notary Services

Susana C. Castellanos

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

SIGNED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES:

Della Klug

Signature of First Witness

Della Klug

Print Name

Jo Alejandra Lugo

Signature of Second Witness

Jo Alejandra Lugo

Print Name

PINELLAS COUNTY:

Barry Burton

Barry Burton, County Administrator

APPROVED AS TO FORM

By: Maria C. White, Esq.
Office of the County Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

(Numeric date)

_____, _____, **by** _____

(month)

(year)

(name of person)

as _____ **for** _____

(Type of authority)

(name of party)

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ **OR Produced Identification** _____

Type of Identification Produced: _____

EXHIBIT "A" – PREMISES

COM SW COR OF NW 1/4 OF SEC 9-30-15 TH S89D09'32"E 329.48FT TH
N17D38'19"E 205.54FT FOR POB TH N17D38'19"E 1091.76FT TH CUR RT RAD
1837.86FT ARC 77.80FT CB N18D51'04"E 77.79FT TH S89D05'07"E 341.48FT TH
S07D30'44"W 1128FT TH N88D59'16"W 550 FT TO POB CONT 11.48AC (C)

[illegible]

EXHIBIT "C" – RENT SCHEDULE

PERIOD	LEASE YEAR	ANNUAL RENT	MONTHLY RENT
Initial Term			
9/6/24-9/31/24			\$ 3,288
10/1/24-9/30/25	1	\$ 49,998	\$ 4,167
10/1/25-9/30/26	2	\$ 51,498	\$ 4,291
10/1/26-9/30/27	3	\$ 53,043	\$ 4,420
10/1/27-9/30/28	4	\$ 54,634	\$ 4,553
10/1/28-9/30/29	5	\$ 56,273	\$ 4,689

1st 2-Year Renewal Term			
10/1/29-9/30/30	6	\$ 57,961	\$ 4,830
10/1/30-9/30/31	7	\$ 59,700	\$ 4,975

2nd 2-Year Renewal Term			
10/1/31-9/30/32	8	\$ 61,491	\$ 5,124
10/1/32-9/30/33	9	\$ 63,336	\$ 5,278

EXHIBIT D – PATH LAB DEMOLITION PLAN

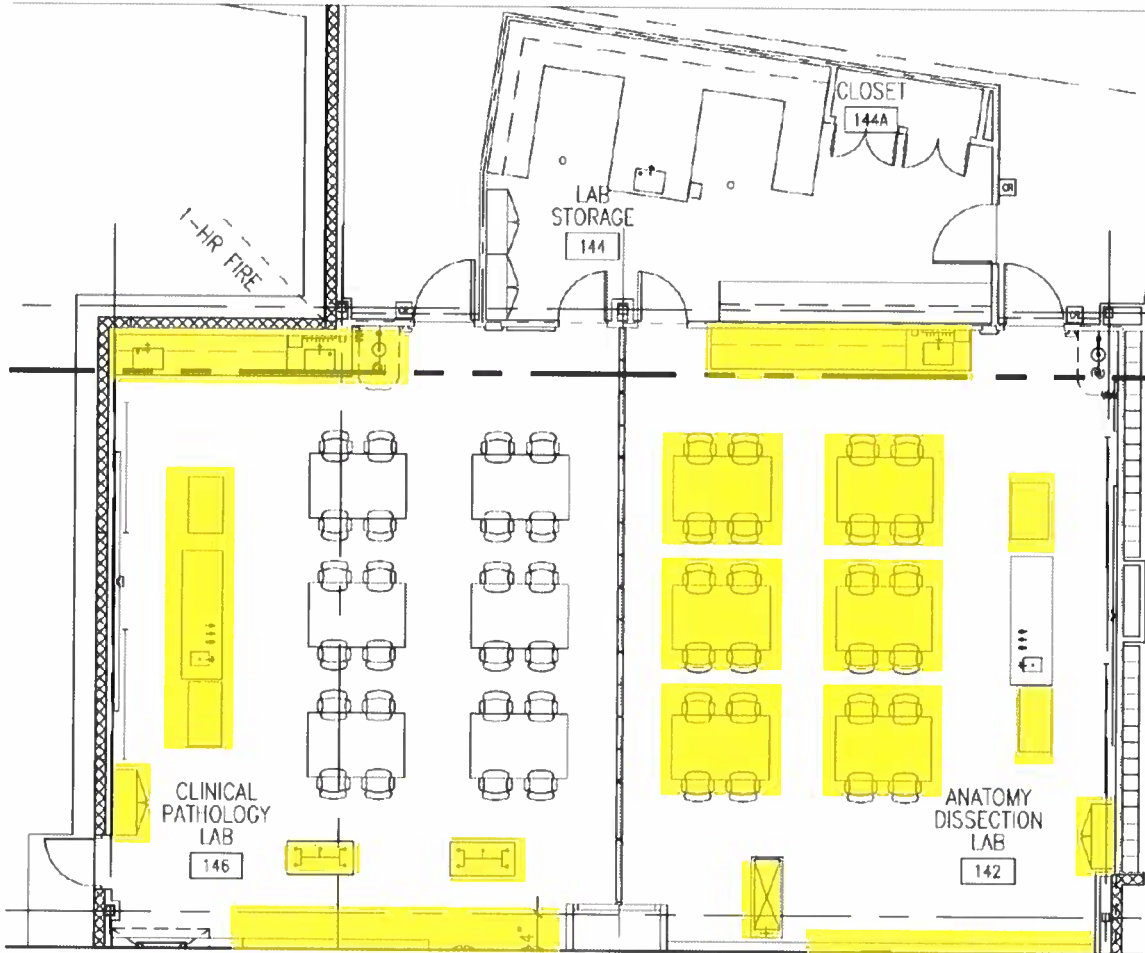


EXHIBIT "E" INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The TENANT shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

The TENANT shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the expiration, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the TENANT or their agent prior to the expiration date.

- 1) The TENANT shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said TENANT from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve TENANT of this requirement to provide notice.

- 2) Should the TENANT, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

EXHIBIT "H" INSURANCE REQUIREMENTS**Limits**

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If TENANT is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) Commercial General Liability Insurance** including, but not limited to, Contractual Liability, Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 100,000
General Aggregate	\$ 100,000

- 4) Property Insurance** TENANT will be responsible for all damage to its own property, including improvements and alterations, contents, equipment, and/or materials.