



Florida Department of Transportation

Post Office Box 1089, MS-2020 Lake City, FL 32056-1089

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

October 8, 1999

Nassau County
Board of County Commissioners
Attn: Michael S. Mullin, County Attorney
PO Box 1010
Fernandina Beach, Florida 32035-1010

RE: LEASE AGREEMENT DATED FEBRUARY 9, 1994


Section :74060-2507
County :Nassau
SR :200

Dear Mr. Mullin:

I am in receipt of your letter dated September 27, 1999, requesting the termination of the above referenced lease.

If I can be of further assistance, please call me at (904) 752-3300 extension 3641.

Sincerely,


Scott W. Walters

District Administrator/Property Management

tp:a:\mullin.ltr



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

September 27, 1999

Mr. Huey Hawkins
District Secretary
Florida Department of Transportation
Post Office Box 1089
Lake City, FL 32056-1089

RE: Lease Agreement dated February 9, 1994 by and between
Florida Department of Transportation and Nassau County

Dear Secretary Hawkins:

As you are aware, the County and your Department entered
into a Lease Agreement on February 9, 1994 for property
that is located under the Shave Bridge.

Pursuant to Paragraph 9 of the Lease, the county hereby
advises that they wish to terminate that Lease Agreement
and are providing the 30 days written notice pursuant to
that paragraph.

Sincerely yours,


Michael S. Mullin
County Attorney

MSM:jb

CC: Walter D. Gossett, County Coordinator
Jack D'Amato, Public Works Director
Members, Board of County Commissioners

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

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where the identification/re-entry cards were. Mr. Eby stated that was not his position and requested that Mr. Oxley discuss that with Mr. Bell. Mr. Eby further stated that the identification pictures were put on hold due to a problem issuing them from the Board, and the Board directed they be placed on hold. Sheriff Geiger stated that the jail personnel could supply laminated cards for the Board and staff.

Mr. Oxley offered the assistance of his staff for notification purposes.

Mr. Mullin reported that the two Wal-Mart cases have been scheduled for mediation on October 26, 1999 in Mattox Hair's office in Jacksonville and requested that specific discussion concerning these cases be deferred until the September 27, 1999 meeting.

The Board considered the lease agreement for property at the Shave Bridge for a boat ramp facility. Mr. Gossett reported that this is a current contract with the Florida Department of Transportation (FDOT) that was entered into in 1994 when the Board had planned to construct a boat ramp under the Shave Bridge. It is no longer planned to place a boat ramp at that location, and Mr. Gossett recommended canceling the contract to eliminate any potential liability or maintenance. It

PHONE CALL

FOR MSM DATE 10/4 TIME 9:47 A.M./P.M.

M Sgt Walters

OF DOT

PHONE 800 749-2967 ext 3641

MESSAGE Case against DOT TELEPHONED

2/9/99 terminate case RETURNED YOUR CALL

Advance # 9127 PLEASE CALL

752 WILL CALL AGAIN

CAME TO SEE YOU

WANTS TO SEE YOU

Adams 1154

SIGNED

J. M. "CHIP" OXLEY, JR.
 Clerk of Circuit and County Courts
 Nassau County
 Post Office Box 456
 Mandeville Beach, Florida 32035-0456
 Phones: (904) 321-5700 (800) 958-3496
 Callahan-Hilliard (904) 879-1029



FILE TRANSMITTAL SHEET

NUMBER OF PAGES (INCLUDING COVER) 2

Walters

T.

FAX NUMBER: _____

FROM: Joyce Bradley

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE NOTIFY JONI AT (904) 321-5722.

OUR FAX NUMBER IS (904) 321-5795.

Per your request

*Faxed
 10-4-99
 10:22am*

does not seem to serve any useful purpose to the County to continue that lease. Upon the recommendation of the County Coordinator, it was moved by Commissioner Deonas, seconded by Commissioner Marshall to instruct the County Coordinator and the County Attorney to do whatever is necessary to provide written notification to the FDOT of the Board's intent to cancel the lease for the property under the Shave Bridge.

Upon the request and recommendation of the County Attorney, it was moved by Commissioner Deonas, seconded by Commissioner Vanzant, and unanimously carried to authorize travel for the County Attorney and any Commissioner to attend the 1999 Partnership Conference in Panama City on November 17 - 18, 1999.

Mr. Mullin distributed copies of ordinance No. 90-19, with amendments, regarding beach concession procedures and staff recommendations. He stated that this would be revisited on the next meeting on September 20, 1999. The concession permits would normally be renewed on October 1, and if the Board should modify the existing ordinance, individuals presently holding concessionaire licenses would be notified that there would be no renewals made until this is discussed. It was moved by Commissioner Howard, seconded by Commissioner Deonas, and unanimously

COUNTY: Nassau
SECTION: 74060-2507
STATE ROAD: 200
PARCEL NO.: N/A
FAP NO.: N/A

LEASE AGREEMENT

THIS AGREEMENT, made this 9th day of February, 1994, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Nassau County (hereinafter called the Lessee).

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable considerations, the Parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the lands described in attached Exhibit "A", attached hereto and made a part hereof, for a period of fifty (50) years, beginning February 9, 1994 and ending February 8, 2044. This Agreement may be renewed for an additional N/A term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advance written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the land after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased land shall be used solely for the purpose of a public purpose boat ramp, parking area and supporting facility. If the land is used for any other purpose, the Lessor shall have the option of immediately terminating this Agreement. Lessee shall not permit any use of the land in any manner that would obstruct or interfere with any transportation facilities.

The Lessee will further use and occupy said premises in a careful and proper manner,

and not commit any waste thereon. Lessees will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The Lessee will not use or occupy said premises for any unlawful purpose and will, at Lessees's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$ N/A plus tax, for each N/A of the term. If this Agreement is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Department of Transportation and shall be sent to N/A. The Lessor reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the land without prior approval in writing by the District Secretary for District 2 of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlords lien, any structures or improvements constructed by Lessee shall be removed by the Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Agreement and the land restored as nearly as practical to its condition at the time this agreement is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the leased area and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the land and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this lease, and shall keep the same free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Lessor shall have no duty to inspect or maintain any of the land, buildings or other structures, if any, during the term of this lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of building materials, soil and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other action which might be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the property. In the event of emergency due to a release or suspected release of hazardous waste on the premises, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

6. Indemnification. Lessee shall indemnify, defend, save and hold Lessor, its agents and employees, harmless of and from any losses, fines, penalties, costs, damage, claims, demands, suits and liabilities of any nature, including attorneys fees (including regulatory and appellate fees), arising out of, because of, or due to any accident, happening or occurrence on the leased land or arising in any manner on account of the exercise or attempted exercise of Lessee's rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability

shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgement after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify lessee of a claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Lessee, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$ N/A) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$ N/A) for property damage. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional named insured under the policies. Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this lease and at its own expense, keep the land and any improvements on the land fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this lease and at its own expense keep its contents and personal property located on the land fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from negligence of Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this lease

or any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this lease, including but not limited to (i) any residual interest in the lease, or (ii) any other facts or circumstances arising out of or in connection with this lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this Agreement, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether (i) this lease is still in existence on the date of taking or sale; or, (ii) has been terminated prior thereto.

9. Miscellaneous.

a. This Agreement may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party upon thirty (30) days prior written notice to the other party.

b. In the case of litigation arising out of the enforcement of any terms, covenants or provisions of this lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

c. Lessee acknowledges that it has reviewed this lease, is familiar with its terms and has had adequate opportunity to review this lease with legal counsel of Lessee's choosing. Lessee has entered into this lease freely and voluntarily. This lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both such parties.

d. Lessee shall not sublet the leased property or any part thereof, nor assign this Lease, without the prior consent in writing of Lessor, this lease being executed by lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not

be considered as an assignment or sublease.

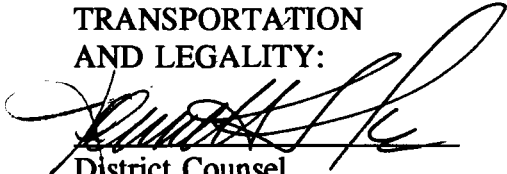
e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used on the land.

f. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address.

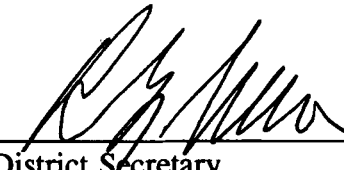
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the day and year first above written.

APPROVED AS TO FORM,
TRANSPORTATION
AND LEGALITY:



District Counsel

STATE OF FLORIDA DEPARTMENT OF

By: 

District Secretary

ATTEST: 


Executive Secretary (SEAL)

LESSOR

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA

By: 

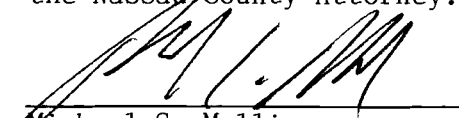
TITLE: Chairman

ATTEST: 
_____ (SEAL)

TITLE: Ex-Officio Clerk

LESSEE

Approved as to form by
the Nassau County Attorney:



Michael S. Mullin

ADDENDUM

This is an addendum to that certain Lease Agreement between Nassau County and the State of Florida Department of Transportation dated the 9th day of February, 1994. In addition to the provisions contained in said agreement, the following terms and conditions shall be deemed to be a part thereof of said Agreement:

1. Lessee specifically agrees to assume any and all risks of any nature whatsoever arising from or resulting from occupation of the premises by the Lessee.
2. There now exists access to the proposed boat ramp over a dirt road which runs, in part, under the Shave Bridge and also serves as access to a private adjoining residence. Nassau County agrees to maintain the road to a level necessary for the intended traffic including but not limited to trash removal from surrounding areas.
3. Lessee understands that the Shave Bridge structure is excluded and is not a part of this lease.
4. Any improvements to be constructed on the land by the Lessee will be removed at the Lessee's sole expense within 48 hours if they become an obstacle or hindrance to bridge maintenance or inspection.

Dated: 2/9/94

State of Florida
Department of Transportation

By: [Signature]
District Secretary
District II

Approved as to form by the
Nassau County Attorney

[Signature]
MICHAEL S. MULLIN

LESSOR

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FL

By: [Signature]
John A. Crawford

Title: Chairman

LESSEE

Attest: [Signature]
Ex-Officio Clerk

EXHIBIT "A"

That part of:

The right of way of State Road No. 200, (a variable width right of way), in Section 46, Township 2 North, Range 28 East, Nassau County, Florida, lying each side of the centerline of said State Road No. 200, said centerline being described as follows:

COMMENCE on the East line of Section 46, Township 2 North, Range 28 East, (West line of Section 5, Township 2 North, Range 28 East), Nassau County, Florida, at a point 1,508.22 feet Northerly from the Southwest corner of the Northwest Quarter of said Section 5; thence run South $77^{\circ}40'31''$ West, a distance of 234.24 feet to a point having a bearing equation of South $77^{\circ}40'31''$ West back and South $77^{\circ}55'01''$ West ahead; thence run South $77^{\circ}55'01''$ West, a distance of 740.82 feet to the beginning of a curve concave Southerly having a radius of 4,583.66 feet; thence Southwesterly along the arc of said curve through an angle of $13^{\circ}38'55''$, a distance of 1,091.88 feet to the beginning of said centerline; thence continue Southwesterly along said centerline and along the arc of said curve through an angle of $01^{\circ}56'05''$, a distance of 154.79 feet to the end of said curve; thence South $62^{\circ}20'01''$ West along said centerline, a distance of 463.21 feet to the Easterly bank of the Amelia River and the end of said centerline.