

L E A S E

THIS LEASE AGREEMENT entered into this 13<sup>th</sup> day of September, 1995, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, hereinafter referred to as "Nassau County", and **EAST COAST CONCRETE AND MATERIALS, INC.** a FLORIDA corporation, hereinafter referred to as "Lessee".

For and in consideration of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Nassau County shall lease to Lessee a five (5) acre parcel in the area known as the "Crawford Industrial Park".

2. The legal description shall be set forth in a separate attachment to be attached within seven (7) days of the joint execution of this Lease and shall be Exhibit "A".

3. The Lessee shall be solely responsible for any and all real property taxes, intangible taxes, sales taxes, assessments, or other governmentally imposed charges.

4. The Lessee shall not sub-let any portion of the leased premises without the prior written consent of Nassau County.

5. The Lessee shall be responsible for any and all improvements on the leased premises, and shall be responsible for securing any and all permits required for said improvements and shall provide proof of said permits to Nassau County. Any and all permanent improvements on the leased premises shall become the property of Nassau County. Any and all improvements (permanent or otherwise) to the leased premises shall require the prior written

consent of Nassau County.

6. The Lessee shall allow no liens or encumbrances to be of record as regards the real property or the improvements thereon. Lessee shall defend and hold Nassau County harmless as to any liens or encumbrances.

7. Lessee shall not enter into any financial agreements as regarding any permanent leasehold improvements without the prior written consent of Nassau County, which shall not be unreasonably withheld.

8. Lessee shall not pledge or encumber its leasehold interest without the prior written consent of Nassau County.

9. The Lessee shall provide proof to Nassau County that the individual executing this Lease is authorized to do so and that said authorization is established by a duly authorized resolution of the corporation, a copy of which is attached hereto as Exhibit "B". The Lessee shall also provide proof that it is duly authorized to do business in the State of Florida and that it is a corporation in good standing.

10. The rental amounts shall be as follows:

a. First Year: Rental amount shall be four thousand five hundred dollars (\$4,500.00), \$2,096.10 shall be tendered to Nassau County upon the execution of this Lease. The remainder shall be paid in quarterly payments commencing on April 1, 1996, and continuing each quarter thereafter.

b. Second Year: Rental amount shall be five thousand five hundred dollars (\$5,500.00), which shall be paid on a

quarterly basis.

c. Third year and each successive year: Rental amount shall be seven thousand dollars (\$7,000.00), which shall be paid on a quarterly basis.

d. There shall be a fifteen percent (15%) penalty for any rental amount not paid within ten (10) days of its being due. In no event shall the rental amount be paid more than thirty (30) days from the date that it is due.

11. The term of this Lease shall be for thirty (30) years, commencing on the date of the joint execution of this Lease.

12. The Lessee shall cooperate fully with Nassau County as to any requirement regarding any future development of the Crawford Industrial Park.

13. The Lessee hereby certifies that it has not and will not violate any Federal, State, or local laws or regulations during the term of this Lease. Lessee further certifies that the operations that will take place on the leased property will not violate any Federal, State, or local laws or regulations during the term of this Lease.

14. The Lessee shall indemnify and save harmless and defend Nassau County, with counsel acceptable to Nassau County, from all suits or actions of every name and description brought against Nassau County based upon: (1) personal injury, bodily injury (including death) or property damages (including destruction) received; (2) claims, damages and expenses of any kind to the extent arising from or in connection with any negligent act,

omission, or breach of contract of/by the Lessee, its agents, employees, or assigns; or (3) governmental action of any kind due to Lessee's operation on the leased premises.

15. INSURANCE

a. Without limiting its liability under this Lease, the Lessee shall procure and maintain during the life of this Lease insurance of the types and in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Comprehensive General Liability</u> Premise-Operations, including, but not limited to, fire and windstorm	\$1,000,000.00 CSL
<u>Auto Liability</u> All autos-owned, hired or used	\$500,000.00 CSL
<u>Professional Liability Insurance</u>	\$500,000.00

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any improvements to the leased premises, Certificates of Insurance approved by Nassau County's County Coordinator evidencing the maintenance of said insurance shall be furnished to Nassau County. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by Nassau County.

b. Anything to the contrary notwithstanding, the liabilities of the Lessee under this Lease shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages.

16. NOTICES: Notices in connection with this Lease shall be

provided as follows:

Nassau County:  
County Coordinator  
Post Office Box 1010  
Fernandina Beach, FL 32034

Lessee:  
Post Office Box 3051, Kingsland, GA 31548

17. The Lessee hereby certifies that it has never been convicted of a public entity crime.

18. ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this Lease and those of the Exhibits attached hereto, the provisions of this Lease shall govern.

19. AMENDMENTS

This Lease may be amended only by written instrument specifically referring to this Lease and executed with the same formalities as this Lease.

20. DEFAULT: Default shall be considered as any occurrence of the following: (1) failure to comply or adhere to any of the provisions of this Lease; or (2) the filing of bankruptcy by the Lessee. Should Lessee cease to do business, that shall not be considered a Default. Should Lessee default, as defined herein, as to any provisions of this Lease, Nassau County shall be entitled to, but shall not be limited to:

- a. Immediate re-taking of the demised premises.
- b. Damages
- c. Balance of all rental amounts due pursuant to the

Lease.

d. Attorney's fees and costs.

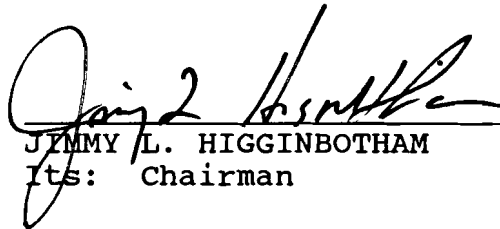
e. Specific performance

21. After the fortieth (40th) month of the term of this Lease, Lessee may petition Nassau County to commence discussions and/or negotiations concerning the purchase of the five (5) acres. The County will negotiate in good faith with the Lessee and will not unreasonably withhold its approval of the purchase contract.


22. The parties hereto certify that the laws of the State of Florida shall govern this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year aforementioned.

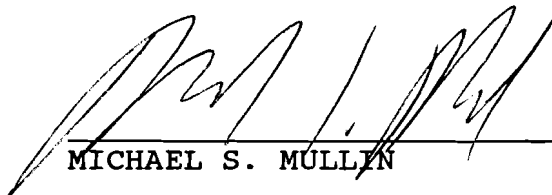
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JIMMY L. HIGGINBOTHAM  
Its: Chairman

ATTEST:


  
\_\_\_\_\_  
T. J. GREESON  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

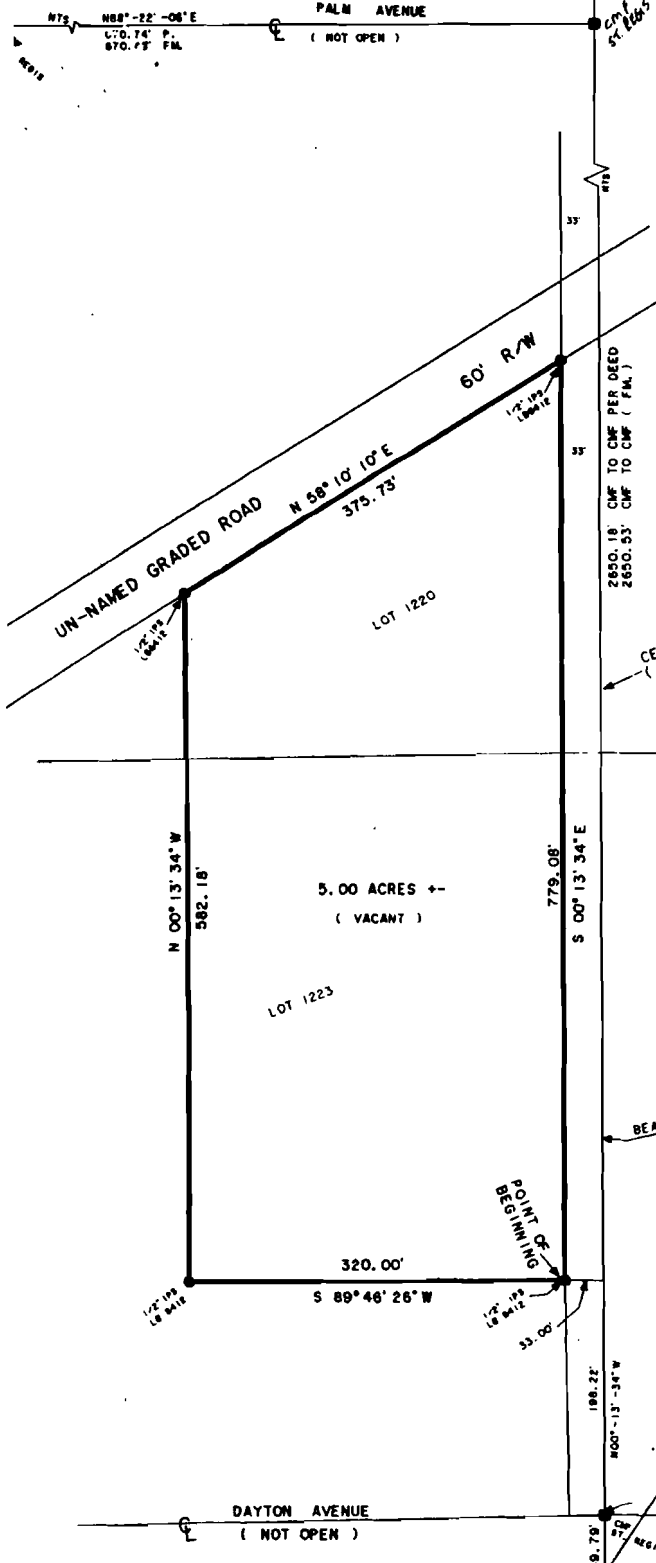
  
\_\_\_\_\_  
MICHAEL S. MULLIN

LESSEE:

EAST COAST CONCRETE and  
MATERIALS, INC.

By:   
DANIEL BLUNIER  
Its: President

22/b:contract.cra



MAP SHOWING BOUNDARY SURVEY OF A PORTION OF LOTS 1220 AND 1223, TOWN OF CRAWFORD, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE S88°-51'-44"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 675.11 FEET TO A POINT; THENCE N00°-13'-34"W, A DISTANCE OF 188.22 FEET TO A POINT; THENCE S89°-46'-26"W, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°-46'-26"W, A DISTANCE OF 320.00 FEET TO A POINT; THENCE N00°-13'-34"W, A DISTANCE OF 582.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF A 60 FOOT GRADED ROAD; THENCE N58°-10'-10"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 375.73 FEET TO A POINT; THENCE S00°-13'-34"E, A DISTANCE OF 779.08 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:  
NASSAU COUNTY BOARD OF COMMISSIONERS.

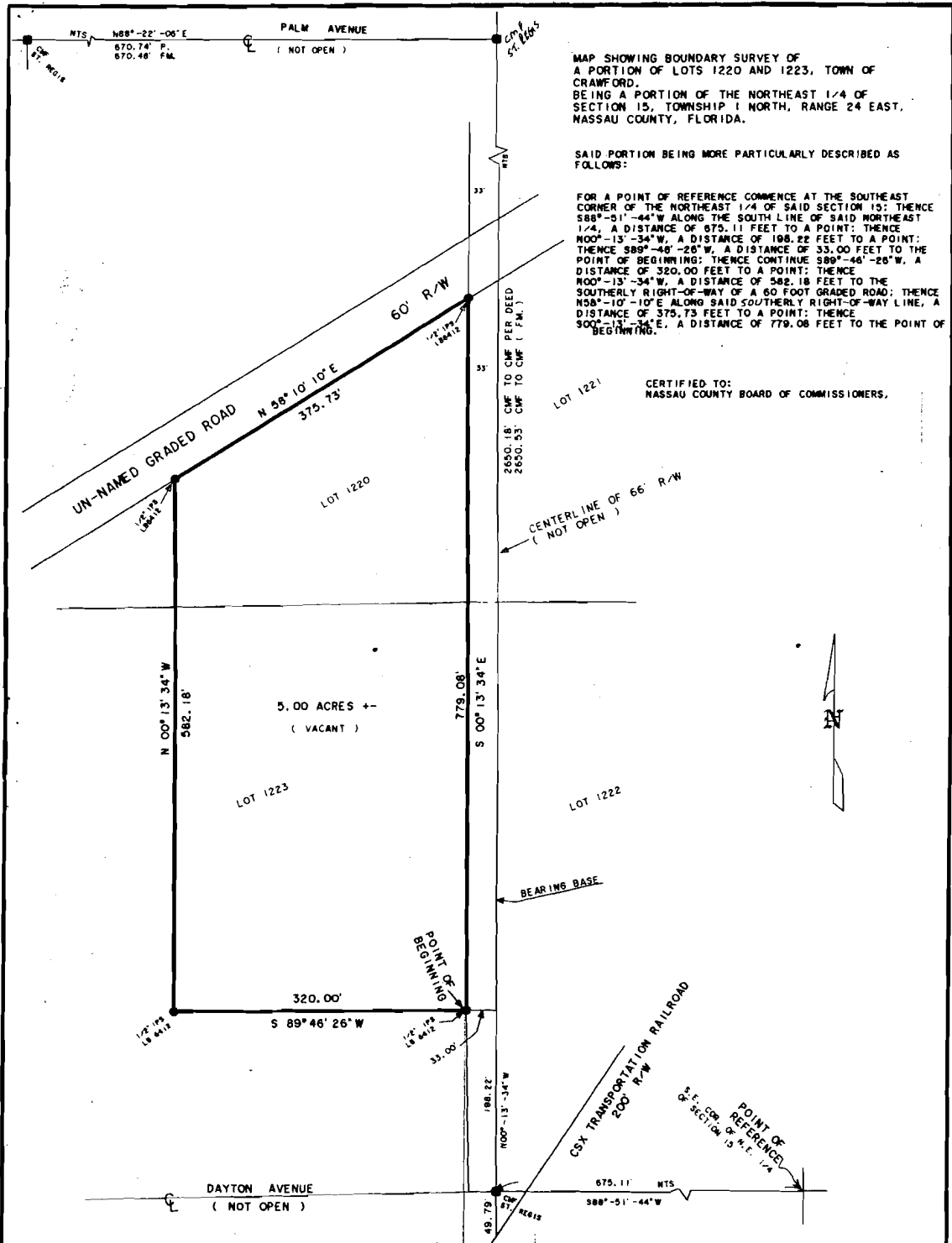
**COASTAL LAND SURVEYORS, INC.**  
910 SOUTH EIGHTH STREET  
FERNANDINA BEACH, FLORIDA 32034  
TEL. 904-261-8950

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-8, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

*James C. Peacock*  
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 3718  
GEORGIA CERTIFICATE NO. 2385  
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

N01°-13'-34"W FOR THE EAST LINE OF LOT 1223 AND 1220 PER SURVEY BY DRAKE & ASSOC.  
PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY NO. 120170 PANEL NO. 300C DATED 5-4-88.  
DATE OF SURVEY: SEPTEMBER 22, 1995  
SCALE 1"=100'  
JOB NO. 9508-25 F.B. \_\_\_\_\_  
CORNER MARKERS HAVE NO IDENTIFICATION U.S.G.  
LEGEND:  
IRON PIPE FOUND - IPF POWER LINE - P-L  
IRON PIPE SET - IPS PLAT - P.  
RE-PAIR FOUND - RPF FIELD MEASURED - F.M.  
NOT TO SCALE - NTS DEED - D.  
BUILDING RESTRICTION LINE - BRL POWER POLE - P.  
CONCRETE MONUMENT FOUND - CMF CONCRETE - CONC.  
FENCE - F





**COASTAL LAND SURVEYORS, INC.**

910 SOUTH EIGHTH STREET  
FERNANDINA BEACH, FLORIDA 32034  
TEL. 904-261-8950

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 81017-6, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

*James C. Peacock*  
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 3718  
GEORGIA CERTIFICATE NO. 2365  
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL.  
COPYRIGHT © 1990

RO1°-13'-34"W FOR THE EAST LINE OF LOT 1223 AND 1220 PER SURVEY BY ORAKE & ASSOC. PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE \_\_\_\_\_ AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY NO. 120170 PANEL NO. 300C DATED 5-4-88

DATE OF SURVEY: SEPTEMBER 22, 1990  
SCALE 1"=100'  
JOB NO. 8500-25 F.B.

CORNER MARKERS HAVE NO IDENTIFICATION U.S.G.

LEGEND:  
IRON PIPE FOUND - IPP  
IRON PIPE SET - IPS  
NAIL FOUND - NFF  
NOT TO SCALE - NTS  
BUILDING RESTRICTION LINE - BRL  
CONCRETE MONUMENT FOUND - CMF  
FENCE - F

POWER LINE - PL  
FIELD MEASURED - FM  
WELL - W  
POWER POLE - PP  
CONCRETE - CONC.

DUE UPON RECEIPT

Nassau County Commission

Approved For Payment

\$800.00

5.00 Acres

Clearing

Survey IN

DATE

10-6-95

NASSAU County

910 SOUTH 8TH ST. SUITE 14  
FERNANDINA BEACH, FLORIDA 32034  
TEL. 904-261-8950

REMIT TO:

COASTAL LAND SURVEYORS, INC.

12/15/95

COPY



EAST COAST Concrete and Materials, INC.

RT#3 Box 2336  
Callahan, FL 32011

64-584/812  
BRANCH 002

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10/13 1995

PAY TO THE ORDER OF Nassau County

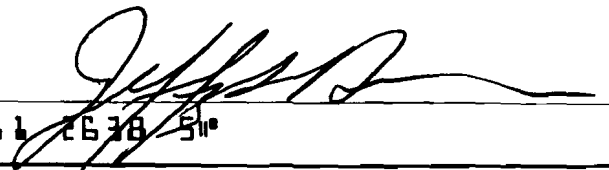
\$ 2096 <sup>19</sup>/<sub>100</sub>

Two Thousand Ninety Six and 19/100

DOLLARS

  
SOUTHEASTERN BANK  
P.O. Box 455  
Nahunta, Georgia 31553

FOR Lease



⑆061205844⑆ 020 11 2638 51⑆

HARLAND 933