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J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 37.00
TRUST FUND \$ 5.00

Book 1052 Page 1129

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 22nd day of April, 2002, between Nassau County, Florida, a political subdivision of the State of Florida, ("COUNTY"), and Micah's Place, Inc., ("TENANT").

WITNESSETH:

That COUNTY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the TENANT, has demised and leased to the TENANT, for the term and under the conditions hereinafter set out, that certain parcel in Nassau County, Florida ("Demised Premises") to be set forth in an attached Exhibit "A", being the premises located at _____, Yulee, Florida 32097.

I. TERM

HAVE AND TO HOLD the above-described premises for a term of ninety-nine (99) years commencing on the 22nd day of April, 2002, to and including the 22nd day of April, 2101.

II. RENT

TENANT agrees to pay to COUNTY annually during the term of this Lease, without notice or demand, at COUNTY'S address, the net rent of \$1.00 per year, together with all applicable sales tax due thereon. Said rent shall be payable upon acceptance and execution of this Lease Agreement.

III. TAXES AND OTHER CHARGES

TENANT shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the use, occupancy or possession of the Demised Premises or any part thereof. The real estate taxes for the calendar year in which the term of this Lease ends shall be paid by TENANT (whether or not the tax bill has been issued at the date of termination) and shall not be pro-rated between the parties.

IV. USE OF PREMISES

A. BY TENANT: TENANT shall construct within three (3) years of the date of this Agreement and use the demised premises only for the purpose of constructing a shelter with the ability to expand over time from the original construction as needed to accommodate the growth in the number of domestic violence victims who seek the services of Micah's Place, Inc. The shelter will be erected to help adults and children who are victims of domestic violence by providing safe shelter and support services, including counseling, advocacy services, clothing, nutrition, parenting skills,

job skills, and batterers intervention classes. The TENANT will not make or suffer any unlawful improper or offensive use of the Demised Premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the County of Nassau, now or hereafter made.

V. ALTERATIONS, TENANT'S BUILDING ADDITIONAL FACILITIES

A. TENANT ALTERATIONS. The TENANT shall have the right to make alterations in and to the Demised Premises during the term of this Lease. The TENANT shall be responsible for all plans and work, and fund same. TENANT shall bear all costs of maintaining alterations and improvements.

VI. MAINTENANCE AND REPAIRS

TENANT shall maintain and keep in good repair the Demised Premises. TENANT shall pay and be responsible for all costs of any and all security for the Demised Premises. TENANT shall pay and be responsible for all maintenance, repairs, and replacements to the Demised Premises, including but not limited to the exterior and interior of the building, plumbing, electrical, heating, air-conditioning, replacement of all light bulbs, HVAC filters, and landscaping.

VII. INSURANCE

During the leasehold term TENANT, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Demised Premises, such insurance to afford minimum protection, during the term of this Lease, of not less than \$1,000,000.00 in respect of personal injury or death to any one person, and of not less than \$500,000.00 for property damage, combined single limit per occurrence. Such policy shall name the COUNTY as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the COUNTY. TENANT shall furnish COUNTY with a certificate of insurance evidencing compliance with the provisions of this paragraph periodically upon COUNTY'S request. TENANT shall provide any additional insurance coverage, through a rider, if so required by COUNTY due to any change in use of demised premises by TENANT.

VIII. INJURY OR DAMAGE TO PROPERTY OR PREMISES

All property of any kind which may be on the Demised Premises during the continuance of this Lease shall be at the sole risk of the TENANT, and the COUNTY shall not be liable to the TENANT or any other person for any injury, loss, or damage to property or to any person on the Demised Premises.

IX. FIRE AND OTHER HAZARDS

In the event the Demised Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, TENANT shall forthwith repair the damage to such Demised Premises at its own costs and expense. In the event that the TENANT does not repair the damage, COUNTY, at its option, may assume the responsibility to repair said Demised Premises.

X. INDEMNIFICATION

TENANT shall indemnify, defend and save harmless COUNTY against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of:

- A. any failure by TENANT to perform any of the agreements, terms, covenants, or conditions of this Lease on TENANT'S part to be performed;
- B. any accident, injury or damage which shall happen in or about the Demised Premises and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Demised Premises, during the term;
- C. TENANT'S failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;
- D. any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Demised Premises or any equipment therein or any materials used in the construction or alteration of any improvement thereon by TENANT;
- E. any tax attributable to the execution, delivery or recording of this Lease or any modification thereto;
- F. TENANT'S possession of the Demised Premises;
- G. any negligent or intentional act or omission of TENANT or any of TENANT'S employees, agents, licensees, or invitees; or
- H. any toxic or hazardous waste or substance stored, spilled, or disposed of on the Demised Premises by TENANT or any of TENANT'S employees, agents, licensees, or invitees.

XI. MECHANICS AND OTHER LIENS

If because of any act or omission of TENANT, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Demised Premises or any building or improvements thereon or against COUNTY, TENANT shall, at its own

cost and expense, cause the same to be canceled and discharged of record or bonded within thirty (30) days after notice of filing thereof.

XII. HAZARDOUS MATERIALS

- A. TENANT shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Material on the Demised Premises. TENANT shall not dispose of or permit or knowingly allow the disposal, leakage, spillage or discharge on or upon the Demised Premises of any Hazardous Material. If any Hazardous Material should be used, handled, stored, or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on or upon the Demised Premises by accident or otherwise TENANT shall provide immediate written notice thereof to COUNTY and TENANT shall immediately commence and diligently pursue the removal of any such Hazardous Material and clean and restore the area in accordance with all applicable governmental requirements, and pay all fines, fees, assessments and penalties arising therefrom. TENANT shall furnish COUNTY periodically at COUNTY'S request, certification that TENANT is in compliance with the provisions of this Article. Notwithstanding the foregoing, TENANT shall not be responsible for any environmental condition existing as of the date of this agreement (an "Existing Condition") which may adversely impact upon the Property, including, but not limited to, the potential contamination present in the area of Lofton Creek or other adjacent property.

- B. TENANT shall provide written notice to COUNTY within three (3) days of:
 - 1. any change in TENANT'S operation involving the use, handling or storage of Hazardous Materials;
 - 2. receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;
 - 3. receipt of any complaint, claim or lawsuit filed by any third party relating to environmental impacts; or
 - 4. releases, spillage, leakage or disposal or any Hazardous Material on the Demised Premises.

- C. If TENANT shall fail to comply with any of the provisions of this Article, COUNTY shall have the right, but shall not be obligated, to enter into or go upon the Demised Premises without thereby causing or constituting a termination of this Lease, or evict TENANT, either constructive or otherwise in whole or in part, from all or any portion of the Demised Premises, or an interference with TENANT'S possession and use of the Demised Premises, and to take such steps and incur such expenses as COUNTY, in its sole

discretion, shall deem necessary to correct TENANT'S default, including, without limitation of the generality of the foregoing, the making of all repairs or replacements for which TENANT is responsible and TENANT shall reimburse COUNTY on demand for any expense incurred by TENANT as a result thereof.

XIII. DEFAULT

- A. Each of the following events shall be default hereunder by TENANT and a breach of this Lease:
1. If TENANT shall fail to pay COUNTY any rent or additional rent or any other charge due hereunder as and when the same shall become due and payable and such failure shall continue for ten days after written notice of such failure from COUNTY to TENANT, or if TENANT shall fail to perform its obligations under Article XII; or
 2. If TENANT shall fail to perform any of the other agreements, terms, covenants, or conditions in this Lease on TENANT'S part to be performed and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by COUNTY to TENANT, or if such performance cannot reasonably be obtained within such thirty (30) day period, but TENANT has not in good faith commenced such performance within such thirty (30) day period, or having commenced, has failed diligently to proceed therewith to completion.
 3. Failure of the Board of Directors of Micah's Place to maintain a shelter for domestic violence victims as provided herein.

If an event of default shall occur and be continuing, COUNTY shall have the right to cancel and terminate this Lease by giving to TENANT not less than five (5) days notice of such cancellation and termination, and upon the expiration of the time fixed in such notice this Lease and the term hereof shall expire in the same manner and with the same force and effect. The foregoing remedy shall not be COUNTY'S exclusive remedy for TENANT'S default and COUNTY may exercise any other remedies provided at law or in equity.

Cancellation of the Lease shall be considered an automatic abandonment of the subject property to the care, custody, and control of the Board of County Commissioners, and shall relinquish all rights, title and interest in the subject building and property to the Nassau County Board of County Commissioners.

- B. The failure of COUNTY to insist upon the strict performance of any agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY may have and shall not be deemed a waiver of any

subsequent breach or default in any of such agreements, terms, covenants and conditions.

XIV. ADA COMPLIANCE

TENANT shall comply with the requirements of the Americans With Disabilities Act (ADA) and the Florida Accessibility Guide with respect to its facilities and programs, including parking, and the requirements of Nassau County as regards ADA.

XV. 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 the county public health unit.

XVI. AUTHORITY TO TERMINATE

The Board of County Commissioners of Nassau County, Florida, shall have the authority to cancel this Lease under any circumstances wherein COUNTY has a legal right to cancel this Lease in accordance with the provisions hereof.

XVII. TERMINATION BY TENANT

TENANT shall have the right to terminate this Lease under the following circumstances:

- A. During the term of the Lease, should the TENANT decide in its sole discretion, that it cannot maintain a sufficient operating endowment, or otherwise obtain funding to continue programming and operations of Micah's Place, Inc., then the TENANT shall have the right to terminate this Lease, without penalty to the TENANT, Micah's Place, Inc., nor any individual acting in their behalf.
- B. In the event this Lease is terminated pursuant to Paragraph A above, then the TENANT shall be considered to have abandoned the subject property to the custody and control of the Nassau County Board of County Commissioners, and shall relinquish all rights, title and interest in the subject building to the Nassau County Board of County Commissioners.

XVIII. NOTICES

Whenever notice and all correspondence is given under this Agreement, it shall be sent by certified mail, return receipt requested, or Federal Express with signature required, as follows:

FOR THE COUNTY

FOR THE TENANT


Nick D. Deonas, Chairman
Nassau County
Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

Jim L. Mayo
President
Micah's Place, Inc.
Post Office Box 477
Yulee, Florida 32041


IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose here expressed the day and year above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

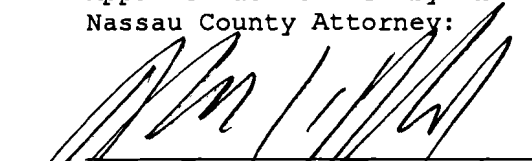


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



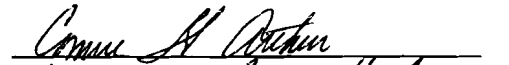
MICHAEL S. MULLIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 22nd day of April, 2002, by J. M. "Chip" Oxley, Jr., and Nick D. Deonas, the Ex-Officio Clerk to the Board and the Chairman of the Nassau County Board of County Commissioners, respectively. They are personally known to me and did not take an oath.



CONNIE H. ARTHUR
Notary Public, State of Florida
My comm. expires Dec. 19, 2003
Comm. No. CC 896505



Print Name: Connie H. Arthur
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
My Commission Expires: 12/19/03

(Signatures continue on next page)

TENANT
MICAH'S PLACE, INC.

WITNESSES:

Joyce T. Bradley
Sign Name

Joyce T. Bradley
Print Name

Brenda K. Linville
Sign Name

Brenda K. Linville
Print Name

By: Jim L. Mayo
JIM L. MAYO
Its President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 22nd day of April, 2002, by Jim. L. Mayo, the President of the Micah's Place, Inc., a Florida 501c3 not-for-profit corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

Connie H. Arthur
Print Name: CONNIE H. ARTHUR
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 12/19/03

joyce/wp/boysgirlsclubnassaufoundationlease



CONNIE H. ARTHUR
Notary Public, State of Florida
My comen. expires Dec. 19, 2003
Comm. No. EC 896505

EXHIBIT "A"

LEGAL DESCRIPTION

Boundary Description: Park, Recreation and Open Space Area

A PARCEL OF LAND LYING WITHIN AND BEING A PART OF SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A POINT WHERE THE WESTERLY LINE OF SAID SECTION 38 IS INTERSECTED BY THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 200, ALSO KNOWN AS A1A; RUN THENCE SOUTH 84-54-00 EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,266.67 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY A BEARING OF SOUTH 84-55-30 EAST A DISTANCE OF 210.00 TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE RUNNING ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 84-55-30 EAST A DISTANCE OF 323.55 FEET (2) SOUTH 73-36-55 EAST A DISTANCE OF 101.98 FEET (3) SOUTH 84-55-30 EAST A DISTANCE OF 50.00 FEET (4) NORTH 83-45-55 EAST A DISTANCE OF 101.98 FEET (5) SOUTH 84-55-30 EAST A DISTANCE OF 1.62 FEET; THENCE RUN SOUTH 10-01-20 WEST A DISTANCE OF 125.10 FEET; THENCE RUN SOUTH 13-53-25 EAST A DISTANCE OF 175.00 FEET; THENCE RUN SOUTH 14-19-25 EAST A DISTANCE OF 125.94 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN SOUTHWESTERLY ALONG AND AROUND SAID CURVE THROUGH A CENTRAL ANGLE OF 49-50-06 WITH A CHORD BEARING OF SOUTH 29-59-38 WEST A CHORD DISTANCE OF 67.41 FEET; THENCE RUN SOUTH 05-04-30 EAST A DISTANCE OF 75.16 FEET; THENCE RUN NORTH 84-55-30 WEST A DISTANCE OF 99.76 FEET; THENCE RUN NORTH 84-54-00 WEST A DISTANCE OF 248.38 FEET; THENCE RUN NORTH 05-06-00 EAST A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 84-54-00 WEST A DISTANCE OF 300.00 FEET; THENCE RUN NORTH 05-06-00 EAST A DISTANCE OF 343.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.18 ACRES, MORE OR LESS.