

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 14th day of December 2009, between Nassau County, Florida, a political subdivision of the State of Florida, ("COUNTY"), and Nassau County Council on Aging, 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 11 North 14<sup>th</sup> Street, Fernandina Beach, Florida 32034.

TO HAVE AND TO HOLD the Described Premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, unto the Tenant for the term of NINETY-NINE (99) YEARS, commencing on the 14th day of December, 2009.

**I. TERM**

THIS LEASE shall commence on the 14th day of December, 2009, to and including the 13th day of December, 2108.

**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, if any. 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 BY TENANT**

A. TENANT shall construct a senior center facility to serve community needs within five (5) years of the date of this Agreement and may use the demised premises only for the purpose of operating a senior

center, and any use consistent therewith, with the ability to expand over time from the original construction as needed to accommodate growth. 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.

- B. RESTRICTIVE COVENANT. This Lease Agreement shall be subject to the terms of that certain Restrictive Covenant in favor of the State of Florida, Department of Elder Affairs, a copy of which is attached as Exhibit "B". Notwithstanding any other language in this Lease Agreement, the Restrictive Covenant or Memorandum of Agreement between the Council on Aging and the State of Florida, neither the Council on Aging nor State of Florida shall have the authority to authorize any mortgage or encumbrance of any type or kind upon the Lessee leasehold interest or the underlying fee simple interest in the described property.

**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, so long as such alterations

are for the uses set forth hereinabove. The TENANT shall be responsible for all plans and work, and shall 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. In the event that the TENANT does not keep and maintain the Demised Premises in good repair, COUNTY, at its option, may assume the responsibility to repair said Demised Premises, and may recover the costs of any such repairs from TENANT.

COUNTY makes no warranty as to the habitability of the premises. The parties acknowledge that TENANT is responsible for the restoration of the property and overall maintenance, repairs and upkeep of the property in a good and safe condition adequate for the use set forth in Article IV above. COUNTY makes no representation as to the

extent of construction necessary to achieve the intended condition.

**VII. INSURANCE**

Subject to the rights of the State of Florida, Department of Elder Affairs, contained in the Restrictive Covenant (Exhibit "B"), 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. In the event that the TENANT does not repair any damage suffered during the term of this Agreement, COUNTY, at its option, may assume the responsibility to repair said Demised Premises, and may recover the costs of any such repairs from TENANT.

**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, and may recover the costs of any such repairs from TENANT.

**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**

The TENANT agrees that it shall not permit any mortgage, lien, or security intent to be placed on the real property or improvements or fixtures thereto. 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 a reasonable time thereafter but not more than ninety (90) days after receipt of the actual notice of the lien.

**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.



- 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 any of the terms provided for herein; 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.

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 if Tenant is deemed to be in default under the terms of this Lease Agreement and such default remains uncured for a period of ninety (90) days.

**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 Nassau County Council on Aging, Inc., then the TENANT shall have the right to terminate this Lease, with 90 days prior written notice, without penalty to the TENANT, Nassau County Council on Aging, 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. AUTHORITY TO SUBLEASE AND ASSIGN**

TENANT shall not sublease or assign its interest in the Demised Premises without prior written approval of the COUNTY.

**XIX. 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

Chairman  
Nassau County  
Board of County Commissioners  
76347 Veterans Way  
Yulee, FL 32097

FOR THE TENANT

Executive Director  
Nassau County Council on Aging, Inc.  
1367 South 18<sup>th</sup> Street  
Fernandina Beach, FL 32034

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

*John A. Crawford*  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk *EBK 11/8/10*

*Barry V. Holloway*  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chairman

Approved as to form by the  
Nassau County Attorney:

*David A. Hallman*  
\_\_\_\_\_  
DAVID A. HALLMAN, ESQ.

STATE OF FLORIDA  
COUNTY OF NASSAU

*January*

The foregoing instrument was acknowledged before me this <sup>*11th*</sup> ~~14th~~ day of ~~December~~ <sup>*10*</sup>, 2009, by John A. Crawford, and Barry V. Holloway, 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.



PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2011  
Commission No. DD 733137

*Peggy B. Snyder*  
\_\_\_\_\_  
Print Name: *PEGGY B SNYDER*  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE  
My Commission Expires: *11/8/11*

TENANT  
NASSAU COUNTY COUNCIL ON  
AGING, INC.

WITNESSES:

Brenda K. Linville  
Sign Name

Brenda K. Linville  
Print Name

Peggy B. Snyder  
Sign Name

PEGGY B. SNYDER  
Print Name

By: Kenneth J. Willette  
KENNETH J. WILLETTE  
Its: Executive Director

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 11<sup>th</sup>  
day of January, 2009, by Kenneth J. Willette, the Executive  
Director of the Nassau County Council on Aging, Inc., a Florida not-  
for-profit corporation, on behalf of the corporation. He/she is  
personally known to me and did not take an oath.



PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2011  
Commission No. DD 733137

Peggy B. Snyder  
Print Name: PEGGY B. SNYDER  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE  
My Commission Expires: 11/08/11

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Exhibit "A"

TRACT ONE:

All of those certain lots, pieces, or parcels of land lying and being in the City of Fernandina Beach (formerly City of Fernandina), County of Nassau and State of Florida, and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

Lots A, B, C, D, E, F, G, H, I, and J, Garvin Terrace, Replat of Lots 2, 8 and 9 of Block 244, according to Plat Book 2, Page 45, public records of Nassau County, Florida; and Sub Lots C, D, and E of Lot 3, Sub Lots E, F, G and H of Lot 4, and Sub Lots A, B, G and H of Lot 7 Block 244, All of said being located in the City of Fernandina Beach.

This being the same property conveyed to Grantor by deed from HUMPHREYS MEMORIAL HOSPITAL, dated January 16, 1979, which deed is recorded in Book 284, Page 78, Official Records Nassau County, Florida.

Together with any interest Grantor may have in the streets, alleys and roadways whether or not platted lying in or adjacent to said property.

LESS AND EXCEPT: Lot N of Garvin Terrace, Replat of Lot 2, of Block 244, according to Plat Book 2, Page 45, Nassau County Public Records. This being the same property as described in the deed from Grantor to John H. Heard, dated July 22, 2005, and recorded in Book 1340, Page 1539 Nassau County Official Records.

TRACT TWO:

All of those certain lots, pieces or parcels of land lying and being in the City of Fernandina Beach (formerly City of Fernandina), County of Nassau and State of Florida, and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

Sub Lot B of Lot 3 of Block 244 according to Plat Book 2, Page 45, Nassau County Public Records. This being the same property conveyed to Grantor by deed from John H. Heard, dated July 22, 2005, recorded in Book 1340, Page 1541, Nassau County Official Records.



Exhibit "B"

DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Nassau County, Florida, hereinafter "Owner/Lessor", a subdivision of the State of Florida, is the fee simple owner of the following described property situated and being in Nassau County, Florida:

See Exhibit "A" attached hereto

WHEREAS, Nassau County Council on Aging, Inc., d/b/a Council on Aging of Nassau County, hereinafter "Grant Recipient/Lessee", is to receive state funds in the form of a fixed capital outlay grant to construct, repair, or maintain a senior center on the above described real property; and

WHEREAS, in order to facilitate said grant and construction of a senior center on the above described property, it is necessary to ensure that the property will remain devoted to the intended purpose for which the grant is made, to wit, a senior center; and

WHEREAS, it is understood that by this Declaration of Restrictive Covenant, or otherwise, no lien or indebtedness, in law or equity, shall be created which would encumber or attach to the above described real property, and "Grant Recipient/Lessee" shall not otherwise encumber or lien their leasehold interest therein, and furthermore, this Declaration of Restrictive Covenant is not intended to convey real property; and

WHEREAS, a valid public purpose for the creation of this Declaration of Restrictive Covenant does exist, to wit: to facilitate essential services to the elderly residents of Nassau County, Florida,

NOW THEREFORE, for good and valuable consideration, the Owner/Lessor does hereby make and declare the following restrictive covenant, which shall run with the above described real property and be binding on Owner/Lessor, and its successors or assigns in interest, if any, for the period below stated:

1. Grant Recipient/Lessee, or its successor entity, if any, shall be allowed to operate, maintain and repair the property, on the above described real property for a period of five (5) years; and

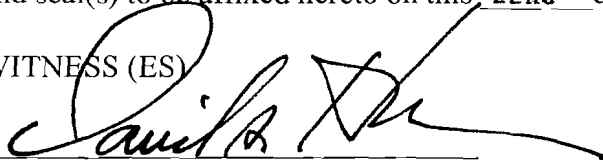
2. In the event that the Owner/Lessor does not permit the operation of the senior center on the above described property for the described period, then The State of Florida, Department of Elder Affairs, or its successor agency, if any, shall be entitled to obtain an injunction to enforce the terms and conditions of this Declaration of Restrictive Covenant.

INSTR # 200933703, Book 1654, Page 1694  
Pages 3  
Doc Type UNK, Recorded 12/22/2009 at 03:02 PM.  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$27.00  
#1

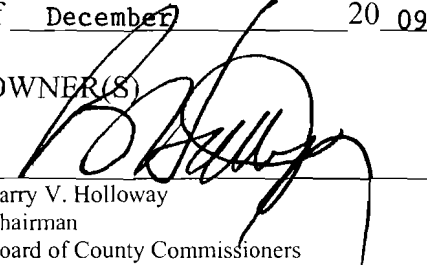
3. The Owner/Lessor agrees to record this Declaration of Restrictive Covenant in the Official Records of Nassau County, Florida, and shall pay the cost of recording, if any. This Declaration of Restrictive Covenant shall terminate five (5) years after the date upon which it was entered.

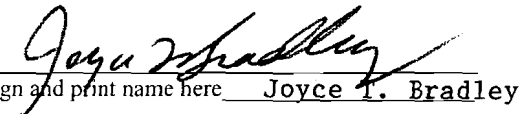
IN WITNESS WHEREOF, the undersigned has/have caused our hand(s) and seal(s) to be affixed hereto on this 22nd day of December 20 09.

WITNESS (ES)

  
Sign and print name here David A. Hallman

OWNER(S)

  
Barry V. Holloway  
Chairman  
Board of County Commissioners  
Nassau County, Florida


  
Sign and print name here Joyce T. Bradley

STATE OF FLORIDA):  
COUNTY OF NASSAU):

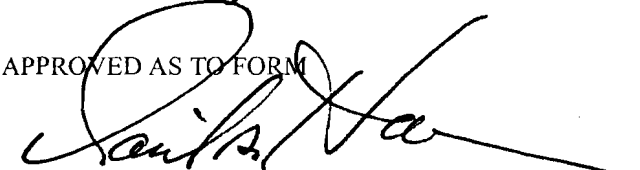
I HEREBY CERTIFY that on this day personally appeared before me Barry V. Holloway Who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and he/she acknowledge that he/she executed the foregoing, freely and voluntarily, for purposes therein expressed.

SWORN TO AND SUBSCRIBED before me on this 22<sup>nd</sup> day of Dec., 20 09

My commission expires:

  
NOTARY PUBLIC STATE OF FLORIDA

APPROVED AS TO FORM

  
David A. Hallman County Attorney

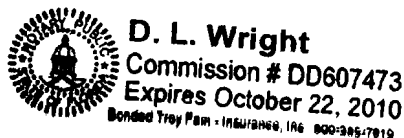


Exhibit "A"

TRACT ONE:

All of those certain lots, pieces, or parcels of land lying and being in the City of Fernandina Beach (formerly City of Fernandina), County of Nassau and State of Florida, and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

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