

**Resolution 2013-166**  
**Exhibit "A"**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT entered into this 19<sup>th</sup> day of November 2013, between CITY OF FERNANDINA BEACH, a Florida municipality, ("CITY"), and Nassau County, Florida, a political subdivision of the State of Florida ("COUNTY").

**WITNESSETH:**

That CITY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the COUNTY, has demised and leased to the COUNTY, for the term and under the conditions hereinafter set out, that certain parcel in Nassau County, Florida ("Demised Premises"), being the premises located at 25 North 4<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 COUNTY for the term of TWENTY (20) YEARS.

**I. TERM**

THIS LEASE shall commence on the Delivery Date by the City to the County of the Demised Premises pursuant to the Interlocal Agreement between the City and the County.

**II. RENT**

COUNTY agrees to pay to CITY, at CITY'S address, the rent of Six Hundred Thousand Dollars (\$600,000.00) as

contemplated in Section 1.6 of the Interlocal Agreement between City and County as full payment of every type or kind, regardless of how characterized for the entire term of twenty (20) years. Said rent shall be payable in full upon acceptance and execution of this Lease Agreement, and delivery of the completed building.

**III. USE OF PREMISES BY COUNTY**

COUNTY shall use the premises for a public library.

**IV. MAINTENANCE AND REPAIRS**

CITY shall maintain and keep in good repair the Demised Premises. CITY 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, and landscaping.

**V. INSURANCE**

CITY and COUNTY each at its own expense, shall provide and keep in force such policies of insurance necessary to protect their property interests and for their own negligence associated with their activities at the Demised Premises.

**VI. FIRE AND OTHER HAZARDS**

In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other

casualty, the CITY, at its option, may forthwith repair the damage to such demised premises at its own cost and expense. If the demised premises are damaged to such an extent that the COUNTY will be unable to occupy the demised premises for a period in excess of ninety (90) days, then the COUNTY may terminate the lease by providing written notice to CITY.

**VII. INDEMNIFICATION**

The City and County do not assume any liability for the acts, omissions or negligence of the other party. Each party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this Agreement. Nothing contained herein shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**VIII. AUTHORITY TO SUBLEASE AND ASSIGN**

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

**IX. 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 CITY

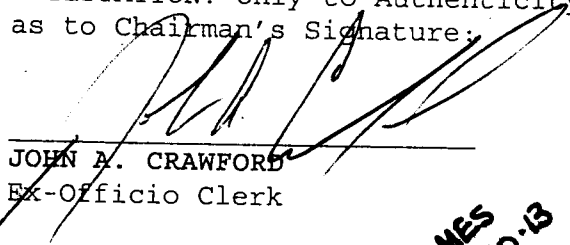
City Manager  
204 Ash Street  
Fernandina Beach, FL 32034

FOR THE COUNTY

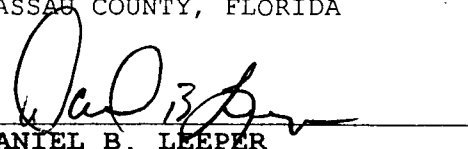
County Manager  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

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

ATTESTATION: Only to Authenticity  
as to Chairman's Signature:

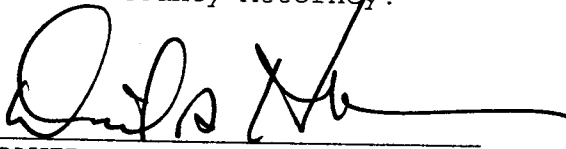
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Ex-Officio Clerk

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
DANIEL B. LEEPER  
Its: Chairman

MES  
12-10-13


Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN, ESQ.


CITY OF FERNANDINA BEACH,  
FLORIDA

  
\_\_\_\_\_  
SARAH L. PELICAN  
Its: Mayor

ATTEST:

  
\_\_\_\_\_  
KIMBERLY ELLIOTT BRILEY  
Its: City Clerk Pro Tem

Approved as to form and legality:

  
\_\_\_\_\_  
TAMMI BACH  
Its: City Attorney

RESOLUTION 2013-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A 20-YEAR LEASE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY FOR THE LEASE OF THE BUILDING AND IMPROVEMENTS LOCATED AT 25 NORTH 4<sup>TH</sup> STREET TO BE USED ONLY AS A PUBLIC LIBRARY WITH A TOTAL RENT PAYMENT OF \$600,000 TO BE PAID BY NASSAU COUNTY UPON EXECUTION OF THE LEASE AND DELIVERY OF THE BUILDING AFTER RENOVATIONS ARE COMPLETED; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Nassau County has proposed to lease the newly renovated City building located at 25 North 4<sup>th</sup> Street to be used solely as a public library after completion of renovations and expansion, and as rent, Nassau County proposes to pay \$600,000 toward the costs of design and construction to be credited as rent over the 20-year term of the Lease; and

WHEREAS, the City Commission believes it is in the best interests of the City to enter into a Lease Agreement with Nassau County to rent the newly renovated building located at 25 North 4<sup>th</sup> Street to be used only as a public library for a period of 20 years commencing on the date the renovations are completed by the City and the building delivered to Nassau County for lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:


SECTION 1. The City Commission hereby approves the Lease Agreement with Nassau County attached hereto as Exhibit "A" which has been modified from the proposed Lease Agreement approved by the Board of County Commissioners of Nassau County on November 4, 2013 by deleting the third and fourth sentences of Section IV.

SECTION 2. The Mayor and City Clerk Pro Tem are hereby authorized to execute the Lease Agreement upon review and approval of the City Attorney and deliver to the Board of County Commissioners of Nassau County for approval and signature.

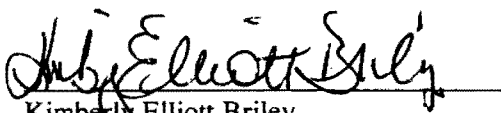
SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 19th day of November, 2013.

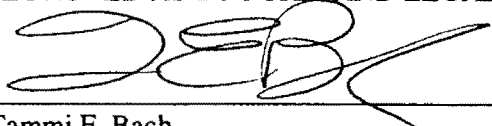
CITY OF FERNANDINA BEACH

  
\_\_\_\_\_  
Sarah L. Pelican  
Commissioner - Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Elliott Briley  
City Clerk Pro Tem

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Tammi E. Bach  
City Attorney