

**LEASE**

This Lease made and entered into this 13th day of January 2013, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the Nassau Oaks Community Volunteer Fire Department, 56300 Nassau Oaks Drive, Callahan, Florida 32011, hereinafter referred to as "Nassau Oaks".

WHEREAS, it is determined that it is in the best interest and to the mutual benefit of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, in hand received and acknowledged to be sufficient, Nassau Oaks and the County do hereby agree to the following Lease:

1. Purpose and Scope: Nassau Oaks represents that it has the right to lease to County the premises which are the subject of this Lease. Nassau Oaks desires to lease to the County the property and improvements located at 56300 Nassau Oaks Drive, Callahan, Florida 32011, as a demonstration of its commitment to and cooperation in the goal of efficient and continuing volunteer fire services in the area known as Fire District 11, by Station 11 personnel. The County desires to lease from Nassau Oaks these same premises, for the purpose of providing said volunteer fire services.
2. Term and Effective Date: The term of this agreement shall be October 1, 2013 though September 30, 2014.
3. Location and Housing of Equipment: It is agreed by both parties that sufficient space will be allocated for the daily operations of the volunteer personnel volunteering for Station 11. Nassau Oaks shall provide sufficient space for the storage of bunker gear and equipment related to the safe and efficient operations of the station. Nassau County agrees to allow Nassau Oaks to conduct its regularly scheduled business meetings in the day room of the station.
4. County will pay for all utilities (electric, phones, television, internet, gas, etc.) that will be utilized by Station 11 volunteers. Utilities will be billed directly to and paid for by the County. County shall be responsible for property insurance for the property.
5. County shall be responsible for all maintenance and repairs to the facility.
6. Compensation and Payment: In exchange for the utilization of the space, the County agrees to pay the sum of one dollar (\$1.00) per year, which with other

good and valuable consideration in hand received and acknowledged to be sufficient consideration.

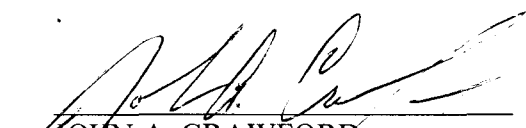
7. Indemnity: The County and Nassau Oaks do not assume any liability for the acts, omissions, and negligence of the other. The County is responsible for any damage that occurs to the space occupied by the County if said damage is attributable to any act, omission, or negligence of County personnel. Nothing in this Lease shall constitute a waiver or modification by the County of the limits of sovereign immunity provided by Florida law.
8. Termination: Either party may terminate this agreement by delivering written notice to the other party ninety (90) days prior to the date of termination. Termination shall take effect on the date specified in the written notice.

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

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
DANIEL B. LEEPER BARRY V. HOLLOWAY  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
01-6-14

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

NASSAU OAKS COMMUNITY  
VOLUNTEER FIRE DEPARTMENT

  
CHIEF

  
PRESIDENT, BOARD OF DIRECTORS