

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT entered into this 10th day of November, 2014, between Nassau County, Florida, a political subdivision of the State of Florida, ("COUNTY"), and Nassau County Council on Aging, Inc., ("TENANT").

**WHEREAS**, the COUNTY and the TENANT entered into a certain Lease Agreement dated December 14, 2009, and

**WHEREAS**, the COUNTY and TENANT wish to amend said LEASE AGREEMENT to extend the period in which TENANT has to construct a senior center facility on the premises, and to require TENANT to provide annual reports to the COUNTY concerning fundraising progress for the costs of building said senior center facility.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the TENANT agree as follows:

- 1. Section IV of the LEASE AGREEMENT shall be deleted and replaced as follows:

**IV. USE OF PREMISES BY TENANT**

- A. TENANT shall construct upon the Demised Premises a senior center facility to serve community needs within the initial eleven (11) years of the date of this Agreement, but under no circumstances shall the senior center be certified for occupancy later than December 14, 2020. Beginning November, 2015, and at least

annually thereafter, TENANT shall report to COUNTY the fundraising progress toward the construction costs of the senior center. Said report shall be given by TENANT, by and through its Executive Board, or a duly appointed designee thereof. If, in the sole discretion of COUNTY, TENANT fails to make sufficient progress fundraising the estimated project costs of \$2.5 million (\$2,500,000.00) by NOVEMBER 1, 2017, then COUNTY may terminate this LEASE AGREEMENT with one hundred eighty (180) days notice to TENANT, providing TENANT with COUNTY's basis for termination and allowing TENANT to address and cure that basis within the notice period.

B. TENANT may use the Demised Premises only for the purpose of operating a senior center, and any use consistent therewith. TENANT may expand over time from the original construction as needed to accommodate growth. 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.

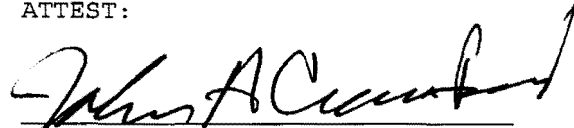
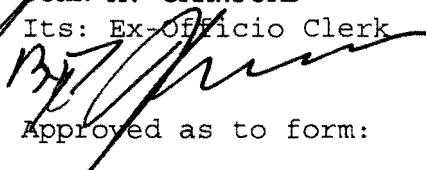
BC. RESTRICTIVE COVENANT. This Lease Agreement shall be subject to the terms of that certain Restrictive Covenant in favor of the State of Florida, Department of Elder Affairs, a copy of which is attached as

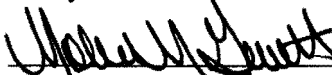
Exhibit "B" to the Lease Agreement. Notwithstanding any other language in this Lease Agreement, the Restrictive Covenant or Memorandum of Agreement between the Council on Aging and the State of Florida, neither the Council on Aging nor State of Florida shall have the authority to authorize any mortgage or encumbrance of any type or kind upon the Lessee leasehold interest or the underlying fee simple interest in the described property.

2. The LEASE AGREEMENT dated December 14, 2009 shall otherwise remain in full force and effect.

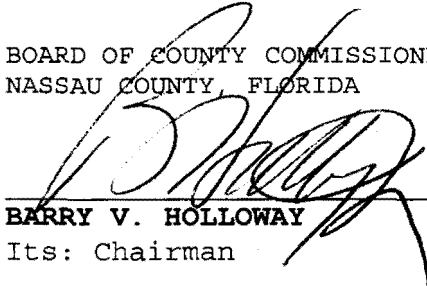
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose here expressed the day and year above written.

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
  
Approved as to form:

  
\_\_\_\_\_  
MoNie M. Garrett, Esq.  
Attorney

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chairman

MES  
11-13-14

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of November, 2014, 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, 2015  
Commission No. EE 126532

*Peggy B. Snyder*  
Print Name: PEGGY B. SNYDER  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE  
My Commission Expires: 11/8/15

TENANT  
NASSAU COUNTY COUNCIL ON  
AGING, INC.

WITNESSES:

*Donald V.S. Harley*  
Sign Name

DONALD V.S. HARLEY  
Print Name

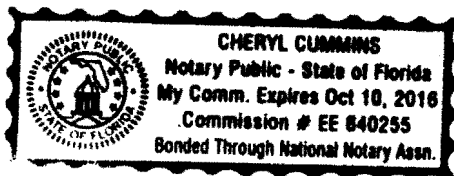
By: *Janice Ancrum*  
JANICE ANCRUM  
Its: Executive Director

*Molly Massing*  
Sign Name

Molly Massing  
Print Name

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2014, by Janice Ancrum, 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.



*Cheryl Cummins*  
Print Name: Cheryl Cummins  
NOTARY PUBLIC,  
STATE OF FLORIDA AT LARGE  
My Commission Expires:

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

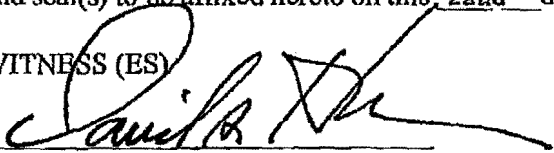
2. In the event that the Owner/Lessor does not permit the operation of the senior center on the above described property for the described period, then The State of Florida, Department of Elder Affairs, or its successor agency, if any, shall be entitled to obtain an injunction to enforce the terms and 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  
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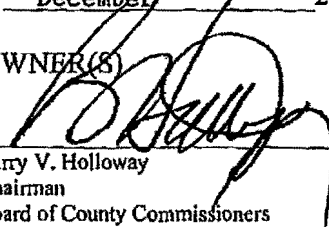
3. The Owner/Lessor agrees to record this Declaration of Restrictive Covenant in the Official Records of Nassau County, Florida, and shall pay the cost of recording, if any. This Declaration of Restrictive Covenant shall terminate five (5) years after the date upon which it was entered.


IN WITNESS WHEREOF, the undersigned has/have caused our hand(s) and seal(s) to be affixed hereto on this 22<sup>nd</sup> day of December 2009.

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., 2009

My commission expires:

  
NOTARY PUBLIC STATE OF FLORIDA

APPROVED AS TO FORM

  
David A. Hallman County Attorney

