

LEASE AGREEMENT  
(Renewal)

THIS LEASE, made as of the 14th day of September, 2015, by and between WEST NASSAU LAND DEVELOPMENT LLC, a Florida limited liability company ("Landlord"), whose address is 10562 New Kings Road, Jacksonville, FL 32219, and NASSAU COUNTY LIBRARY/BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ("Tenant"), whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097.

In consideration of the rent and other sums payable to landlord hereunder and the covenants and agreements to be observed and performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises for the Term, at the rental and upon the conditions and agreements hereinafter set forth.

1. Definitions and Fundamental Lease Provisions. As used herein, the following terms shall be defined as set forth below.

- i. "Frontage" shall be the distance measured along the front of the Premises from partition center to partition center, including any side wall of a corner store.
- ii. "Lease Year" shall mean a period of twelve consecutive full calendar months. The first Lease Year shall commence on the Commencement Date (as defined hereinafter) if such is the first day of a calendar month or, if not, on the first day of the calendar month following the Commencement Date. Succeeding Lease Years shall commence on the anniversary date of the first Lease Year.
- iii. "Minimum Rent" shall be Eleven (\$11.00) Dollars per square foot per annum for Lease Years number one (1) and number two (2) . Minimum Rent shall be Twelve (\$12.00) Dollars per square foot per annum for Lease Years number three (3) and number four (4). Minimum Rent shall be Thirteen (\$13.00) Dollars per square foot per annum for Lease Year number five.
- iv. "Premises" shall mean that portion of the Shopping Center known as store number 14 located at 450077 State Road 200 (A1A), Callahan, Florida, having a size of 4800 square feet as outline on Exhibit B attached hereto.
- v. "Security Deposit" shall mean \$ -0- deposited with Landlord upon the execution of this Lease.
- vi. "Shopping Center" shall mean that real property located in Nassau County, Florida, more particularly described as:  
(As per tax roll) A portion of Section 29, Township 2 North, Range 25 East, part of Official Records Book of Nassau County, OR Books 1513/33, 1494/1717, 1394/1521, 1394/1521 under Real Property Parcel Nos. 29-2N-25-0000-0008-0040; 29-2N-25-0000-0008-0060; 29-2N-25-0000-0008-0050; 29-2N-25-0000-0008-0000; and known as 450077 State Road 200 (A1A), Callahan, Florida 32011.

INITIALS:

Lease Unit \_\_\_\_\_

Landlord: AM  
Tenant: FE

- vii. "Tenant's Pro-Rata Share" "Common Area Maintenance (CAM)" shall mean the amount of any expense of the Shopping Center calculated by multiplying the area of the Premises (to be computed by Lessor as described herein) by a factor of \$3.4778 per square foot for the first Lease Year of the Term. At the beginning of the each Lease Year of the Primary Term of this Lease and any Extension Period, the CAM shall be increased by 3% percentage increase. In the event the leasable area of the Shopping Center is altered, such figure may be adjusted to a figure equal to the ratio of the square footage of the Premises to the square footage of the leasable area of the Shopping Center.
- viii. "Term" shall mean the period commencing July 1, 2015 (the "Commencement Date") and continuing thereafter for Five (5) Lease Years (as such may be extended or earlier terminated under the provisions hereof).
- ix. "Use" shall mean the use of the Premises as a county facility/library.

2. Extent of Premises. It is agreed that the Premises do not include any space above the interior surface of the roof as it exists at the commencement of the Term. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever that Landlord shall deem proper, and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Shopping Center. Landlord further reserves the right to designate employee and customer parking space. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building or buildings of which the Premises form a part, or of the walks and other Common Areas beyond the Premises, or of the land upon which the Premises are located.

3. Lease Term.

Commencement And Expiration Dates of Term. Notwithstanding anything in this Lease Section to the contrary, Tenant shall have the right to occupy the Premises in accordance with and subject to the provisions of this Lease commencing July 1, 2015 and to use the Premises in preparation for the conduct of its business as permitted hereunder. Tenant's obligation to pay rent hereunder shall commence on July 1, 2015 and shall continue for the Term, and shall end (unless extended or terminated in accordance with the provisions herein contained) on June 30, 2020. On July 1, 2015, Tenant shall commence monthly payments to Landlord of \$5,791.12 per month (consisting of Base Rent \$4,400.00; CAM of \$1,391.12; Sales Tax of \$xx [exempt]). Additionally, if any event of default has occurred prior to the Commencement Date Landlord may declare Tenant to be in default hereunder and may terminate this Lease and Tenant's right of occupancy of the Premises prior to the Commencement Date.

Failure of Tenant to Open. Tenant has heretofore accepted occupancy and possession of the subject premises.

Quiet Enjoyment. Upon Tenant's paying the rent reserved hereunder and observing and performing all of covenants, conditions and provisions on Tenant's part to

INITIALS:

Lease Unit \_\_\_\_

Landlord: AM  
 Tenant: PL

be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to the provisions of this Lease.

Renewal Option. Upon notice by Tenant to Landlord ninety (90) days prior to the expiration of the Term and provided that no event of default exists hereunder Tenant shall have the option to extend the Term of this Lease under the same terms and conditions herein contained for two (2) consecutive renewal term of Five (5) Lease Years each, commencing the first day following the expiration of the initial Term, except that the Minimum Rent shall be such amount as is agreed upon by Landlord and Tenant.

Termination Option. Tenant may terminate this Lease if Tenant determines that a termination is in the Tenant's interest. Termination shall be effective upon delivering a ninety (90) day written notice of termination to Landlord as specified in the Notice section of this Lease.

4. Rent. Tenant shall pay to Landlord at the office of Landlord, or at such other place designated by Landlord, without notice, demand, deduction or set-off whatsoever, the following rents (collectively the "Rent"):

Minimum Rent. The Minimum Rent, as set forth in Section 1.iii., in equal monthly installments, in advance, on or before the first day of each calendar month during the Term, plus any sales, use or other taxes assessed from time to time on the Minimum Rent or on the use and occupancy of the Premises by any governmental authority having jurisdiction, unless Tenant is exempt from tax assessments.

Late Charge. Tenant shall pay a late charge of 10% of any installment of rent, additional rent or expenses due pursuant to this lease, not paid on or before the tenth (10<sup>th</sup>) day after it is due, which charge shall not be deemed a penalty but shall be compensation to Landlord for Landlord's cost of processing such late payment.

Proration. If the first year of the Term of this Lease commences on any day other than the first day of January, or if the last year of the term of this Lease ends on any day other than the last day of December, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be prorated, and Tenant shall pay any amount due to Landlord within fifteen (15) days after being billed therefor. This covenant shall survive the expiration or termination of this Lease.

Security Deposit. Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit, as set forth in Section 1.v., as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to provisions relating to the payment of Rent, Landlord, in its sole discretion, may elect to use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each provision

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INITIALS:

Landlord:           *AL*            
Tenant:           *PL*

of this Lease to be performed by it, the Security Deposit or any unused balance thereof shall be returned to Tenant at the expiration of the Term and upon Tenant's vacating the Premises and removing such of its property as may be proper hereunder. The Security Deposit shall not constitute prepaid rent or liquidated damages but at Landlord's option, may be applied by the Landlord toward the payment of the last rent due under this Lease. Landlord may transfer the Security Deposit to a transferee of Landlord's interest in the Premises or the Shopping Center, whereupon, Landlord shall be discharged from any further liability to Tenant for the Security Deposit. This provision shall also apply to subsequent transferees.

5. Common Areas.

Use of Common Areas. The use and occupancy by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas, employee parking areas, service roads, loading facilities, sidewalks and customer parking areas within the Shopping Center, the roads and ways between the Shopping Center and publicly dedicated rights of way (whether or not Landlord may own same in fee simple), other facilities as may be designated from time to time by Landlord and any portion of the Shopping Center that cost of maintaining will not be the expense of Landlord pursuant to this Lease (collectively referred to as the "Common Areas"); provided, however, that the use of the Common Areas by Tenant shall be subject to the regulations for the use thereof as may be prescribed by Landlord from time to time during the Term. Landlord reserves the right to institute and amend Rules and Regulations from time to time, which shall become effective upon delivery of a copy of same to Tenant at the Premises.

License. The Common Areas are the private property of Landlord and are at all times subject to the unrestricted control of Landlord. The Common Areas that Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount or type of such areas is diminished, increased or otherwise altered, Tenant shall not be entitled to any compensation or diminution or abatement of rent, nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction.

Cost of Maintenance. Tenant shall reimburse Landlord for the cost of maintenance, operation and administration of the Common Areas as provided herein. The term "Shopping Center Operating Costs" shall mean the total cost and expenses incurred in connection with the administration, operation, maintenance and repair of the Shopping Center, including, without limitation: gardening and landscaping; the cost of public liability, property damage and workmen's compensation insurance; repairs; line painting, bumpering and top coating; lighting; electricity; sanitary control; removal of trash, rubbish, garbage and other refuse; common area lighting and other common area utilities; maintenance, repair and operation of stormwater drainage, retention and treatment facilities for the Shopping Center; real estate taxes and assessments; depreciation or rental on machinery or equipment used in such maintenance; the cost of personnel to implement such services, legal fees, and management fees to administer, inspect and manage the Shopping Center.

6. Use of Premises.

Use. Tenant shall use and occupy the Premises only for the Use set forth in Section 1.ix. hereof, and shall not use or occupy the Premises or permit the same to

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INITIALS:

Landlord: RM  
Tenant: RE



repair the roof and structural components only. The Landlord agrees to change the HVAC filter monthly. The Landlord's cost of repairing any other item shall be a part of the Common Area expense and shall be borne by all Tenants, prorata. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall immediately report in writing to Landlord any defective condition known to him which Landlord is required to repair pursuant to this Section 7. Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and attorney's fees incurred by Landlord as a result of such defect. Landlord's obligation to repair is expressly limited to those items set forth in this Section 7.

Repairs by Tenant. Tenant shall, at his own costs and expense, keep and maintain the Premises and appurtenances thereto and every part thereof, in good order and repair except portions of the Premises to be repaired by Landlord pursuant to Section 7 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and to replace as needed all doors, plate glass, all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) and Tenant shall be liable for any damage to such systems (including such damage when caused by illegal entry, vandalism, or malicious mischief). Tenant agrees to return the Premises to Landlord at the expiration of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted. All damage or injury to the Premises the building, or the Common Areas caused by the act or negligence of Tenant, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by Tenant at its cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the costs thereof and Tenant hereby agrees to pay such amounts on demand as Additional Rent. Tenant shall have no right to make repairs at the expense of Landlord or to deduct the cost thereof from the rent due hereunder.

Condition of Premises. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty with respect to the Premises, the building or the Shopping Center or with respect to the suitability thereof for the conduct of Tenant's business. Tenant accepts the Premises in its "as is" condition. The taking of possession of the Premises by Tenant conclusively establishes that the Premises, the building and the Shopping Center were, at such time, in satisfactory condition free from defects and suitable for Tenant's use and occupancy.

Rubbish Removal. Tenant shall keep the Premises clean, both inside and outside, and will remove all refuse from the Premises. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event Tenant fails to keep the Premises and other portions heretofore described in the proper condition, Landlord may cause the same to be done for and on account of Tenant and Tenant hereby agrees to pay the expense thereof on demand as Additional Rent.

Obstructions. Tenant shall not obstruct the sidewalks or other ways of pedestrian and vehicular passage adjoining the Premises allow the same to be obstructed or encumbered in any manner, except that Tenant may store an outdoor book return on the sidewalk.

8. Utilities. Tenant shall pay the cost of all utilities furnished to the

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INITIALS:

Landlord: AM

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Premises or used by Tenant in connection therewith, whether such utility costs are determined by separate metering or are billed by Landlord to Tenant as Additional Rent for Tenant's Pro-Rata Share of the utility costs. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which may be withheld in Landlord's sole, arbitrary and absolute discretion, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. Tenant's expense shall include connection and tap-in fees, charges for increased usage or capacity, and assessments of any kind whatsoever. Tenant shall be liable to Landlord for any interruption or failure in the supply of utilities to the Shopping Center resulting from any such modification.

9. Tenant's Property.

Taxes on Leasehold. Tenant shall pay prior to delinquency all taxes, both real and personal, assessed against or levied upon the leasehold and upon its fixtures, furnishings, equipment, leasehold improvements and all other personal property of any kind owned by or used in connection with the Premises by Tenant, unless exempt from taxation.

Loss and Damage. It is the parties intent that Landlord not be liable for any damage to the Tenant, or Tenant's invitees, licensees, guests, or any other person on, or about, the Premises. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft, malicious mischief, or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, leaks from pipes, dampness, appliances, plumbing, collapsing roof, or from Premises (including streets, below the surface, parking lots, sidewalks or any other place) or by any other cause of any nature. Landlord shall not be liable for any such damage caused by other tenants of the Shopping Center, persons on or in the Premises, occupants of adjacent property, the public, or construction activity of any private, public or quasi-public improvement. Landlord shall not be liable for any latent defect in the Premises or in the building of which they form a part. All property of Tenant shall be kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

Notice by Tenant. Tenant shall give immediate notice to Landlord of any fire, accident, or defect in or about the Premises.

b. Insurance and Indemnity.

i. Liability Insurance. Tenant shall carry at its own expense Comprehensive General Public Liability and Property Damage insurance with combined single limits of not less than \$500,000 with insurance companies authorized to do business in this State and satisfactory to Landlord, with Landlord named as an additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof

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Landlord:                       
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to Landlord upon execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance. In the event Tenant fails to comply with this paragraph, Landlord may either obtain such insurance and pay the premiums therefor, which premiums shall be paid by Tenant to Landlord as Additional Rent with the next installment of Rent, or declare such failure to be an event of default under this agreement.

- ii. Property Insurance. Landlord shall obtain a policy or policies of fire insurance covering the full replacement value of the Shopping Center with standard form of extended coverage endorsement and standard form of lender's loss payable endorsement issued to the holders of a mortgage or deed of trust secured by the Premises, together with vandalism, malicious mischief and sprinkler leakage coverage (if any). Tenant shall reimburse Landlord for Tenant's Pro-Rata Share of such insurance as provided in Article 4 hereof. Tenant shall obtain and also pay for and maintain in full force and effect during the Term a policy of fire insurance with standard form of extended coverage endorsement covering all stock, inventory, fixtures, equipment and other property located in the Premises and used by Tenant in connection with its business.
- iii. Evidence of Insurance. Upon Landlord's written request, counterpart originals of the certificates of insurance required of Tenant will be delivered to Landlord's mortgagees. The certificates shall provide that the insurance may not be cancelled except upon fifteen (15) days' prior written notice to Landlord and Landlord's mortgagees.
- iv. Plate Glass. Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever. Tenant shall obtain and maintain, at its own expense, a policy of insurance agreeing to replace all plate glass in the Premises. Tenant shall deliver certificates of such insurance to Landlord as provided in the first section of this Article.
- v. Indemnification. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, invitees, licensees, guests, customers, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys fees incurred or paid by Landlord in connection with such litigation including attorneys'

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Landlord:           AS            
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fees incurred in negotiation, trial or on appeal. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

11. Damage or Destruction. If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deed of trust covering the Premises or the property of which the same are a part, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs can, in Landlord's sole opinion, be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums, and until such repairs are completed the Minimum Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less). If the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of Minimum Rent. If repairs cannot, in Landlord's sole opinion, be made within sixty (60) days, Landlord may at its option make them within a reasonable time and in such event this Lease shall continue in effect and the Minimum Rent shall be apportioned in the manner provided above. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If Landlord does not, within said thirty (30) day period, elect to make such repairs which cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease as of the day of the occurrence of such damage. Except as provided in this Article, there shall be no abatement of rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations, or improvements in or to any portion of the building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant understands and agrees that Landlord shall have no obligation to maintain insurance of any kind for the benefit of Tenant or Tenant's property.

12. Condemnation. If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain or otherwise transferred in lieu thereof, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the Term as provided hereunder or the interruption of or damage to Tenant's business. In the event of a partial taking which does not result in the termination of this Lease, the Minimum Rent shall be apportioned according to the part of the Premises remaining usable by a Tenant.

13. Assignment and Subletting. Tenant shall not, either voluntarily or by

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Landlord:           *AKS*            
Tenant:           *PE*

operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Premises or any part thereof (which prohibition shall include transfer of any corporate stock or other ownership interest in Tenant to another), or permit the Premises or any part thereof to be used for any purpose other than as set forth in Section 1.ix. hereof, without the prior written consent of Landlord. Any such consent given by Landlord may provide such conditions to such consent as Landlord deems appropriate. Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article shall be void and shall, at the option of Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from any liability or obligation hereunder whether or not then accrued.

14. Subordination. Forthwith without written notice delivered by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or which may hereafter be executed covering the Premises or the real property of which the same are a part, or any leasehold estates affecting the same, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust or leasehold estates provided that the holder of any such mortgage, deed of trust or leasehold estate agrees that in the event of foreclosure or other action taken by the holder thereof, this Lease and the rights of Tenant shall not be disturbed but shall continue in full force and effect for so long as Tenant is not in default hereunder. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises, at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such mortgages or deeds of trust or leasehold estate as if such person, firm or corporation had been named as Landlord herein. Tenant agrees to execute, acknowledge and deliver in recordable form to any proposed mortgagee or purchaser, or to Landlord, or to such other person designated by Landlord, a certificate certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or, of Tenant claims any defenses or offsets, stating those claimed by Tenant. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within ten (10) days after Landlord's written request therefor shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance hereunder.

15. Default; Bankruptcy.

1. Default. If Tenant defaults (a) in the payment of Minimum Rent, Percentage Rent, Additional Rent or any other item to be paid by Tenant hereunder on its due date, or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured or commenced to be cured to the satisfaction of Landlord within twenty (20) days after written notice thereof by Landlord

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Landlord:                       
Tenant:

to Tenant, Landlord may, at its option, declare Tenant to be in default hereunder and thereupon Landlord shall be entitled, without further notice, to exercise any one or more of the remedies provided herein or permitted by law.

Upon notice of default in the performance of any term, covenant or condition of this Lease other than the payment of Rent or other sums, Tenant agrees to cure or proceed with due diligence to cure such default within twenty (20) days of the notice. If Tenant shall fail to do so, Landlord may, at its option, cure the default in which' fees case all costs and expenses, including reasonable attorneys' fees, incurred by Landlord, together with interest at the maximum legal rate, shall be deemed to be Additional Rent to be paid by Tenant on the next regular Rent payment date.

In the event of a default, Landlord may reenter and take possession of the Premises and remove all persons and property therefrom (as provided below), and at its option terminate this Lease, and Landlord at its option shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, of the excess, if any, of the amount of Rent and charges equivalent to rent reserved in this Lease for the balance of the Term over the reasonable rental value of the Premises for the same period. Landlord may elect to reenter and take possession of the Premises without terminating this Lease, and if such election is made Landlord may at its sole option relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Landlord in its discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon any such reletting Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorneys' fees, and for placing the same in good order and condition, or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the agreements of Tenant. In any event and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord all such amounts required to be paid by Tenant up to the time of reentry by Landlord, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the Term the equivalent of the amount of all Rent and other charges required to be paid by Tenant under the terms hereof, less the avails, if any, of such reletting after payment of the expenses of Landlord as aforesaid, and the same shall be due and payable on the first day of each calendar month during the balance of the Term. Upon the happening of any of the events set forth in this article and in addition to any other rights or remedies which Landlord may have, Landlord shall have the immediate right of reentry and may remove all persons and property from the Premises and such property shall be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

i. Bankruptcy. If, during the Term, Tenant or any guarantor of Tenant's obligations hereunder commits or permits any act of bankruptcy or insolvency, Landlord may at its election terminate this Lease by giving not less than three (3) days' written notice to Tenant and when so terminated, Landlord may re-enter the Premises and the

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relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises. The Tenant shall upon request by the Landlord provide an estoppel certificate to the Landlord in such form as the Landlord may reasonably request.

18. Surrender of Premises. At the termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in good condition and repair. If not then in default, Tenant shall, except as provided in Section 7 hereof, have the right at the end of the Term to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal. Any liability of Tenant hereunder shall survive termination of this Lease. If, upon vacating the Premises on the termination of the Lease, whether by expiration of the Term, eviction or otherwise, Tenant fails to remove any property belonging to it, then all such property shall be deemed abandoned by Tenant and Landlord shall be entitled to immediately remove same from the Premises at the Tenant's expense or, at Landlord's option, said property shall become the property of the Landlord.

19. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by mail, and if given by mail shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted on the first page hereof. Either party may, by notice to the other, specify a different address for notice purposes. Notwithstanding the foregoing, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently transmitted to such party or parties at such address as Landlord may from time to time hereafter designate by notice to Tenant.

20. Inability to Perform. This Lease and the obligation of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, energy shortages, acts of God or by any other causes beyond the control of Landlord. If Landlord is unable to give possession of the Premises to Tenant within one (1) year from the date of this Lease, this Lease shall automatically terminate and Landlord, by reason thereof, shall not be subject to any liability therefor, except that Landlord shall return to Tenant all monies which Landlord has heretofore received from Tenant.

21. Waivers of Subrogation. Tenant waives any and all rights of recovery against Landlord or against any other tenant or occupant of the building or the Shopping Center or against the officers, employees, agents, representatives, invitees, customers and business visitors of Landlord or of such other tenant or occupant of the building or the Shopping Center for the loss of or damage to Tenant or its property or the property of others under its control arising from any cause insured against under the standard form of fire insurance policy with all permissible extensions and endorsements covering additional perils, or under other policies of insurance carried by Tenant.

22. Rules and Regulations. Tenant shall observe faithfully and comply strictly

Lease Unit \_\_\_\_\_

INITIALS:

Landlord:                       
Tenant:

with the rules and regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Shopping Center or the preservation of good order therein. Landlord shall not be liable to Tenant for any violation of the rules and regulations or for the breach of any covenant or condition in any Lease by any other tenant in the building or the Shopping Center.

23. Miscellaneous.

Attorneys' Fees. In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the prevailing party shall be entitled to receive, either as a direct payment or as an award under any judgment, all costs and expenses, including reasonable attorneys' fees, incurred in negotiation, at trial, on appeal or in bankruptcy. Moreover, if Landlord, without fault, is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify Landlord against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.

Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the statutory rate allowable by law, from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Time of Essence. Time is of the essence with respect to the performance of each of Tenant's covenants of this Lease and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

Holding Over. Should Tenant continue in occupancy of the Premises after the termination of this Lease, Tenant shall become a tenant from month to month only, upon each and all of the terms herein provided as may be applicable to such month to month tenancy, and any such holding over shall not constitute a renewal or extension of this Lease. During such holding over Tenant shall pay rent of three hundred percent (300%) of all Rent described in Section 4 hereof that was due for the period or periods immediately preceding the hold over period.

Partial Invalidity. If any provision of this Lease shall prove to be invalid, void or illegal, Landlord may either elect that such invalid part shall in no way affect, impair or invalidate any other provision hereof and that such other provisions will remain in full force and effect or may elect to terminate this lease without obligation to Tenant.

Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease except as listed below, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for any such commissions, except as follows:

Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the

Lease Unit \_\_\_\_\_

INITIALS:

Landlord:           
Tenant:         

*Handwritten initials*

*Handwritten initials*

obtaining of Landlord's consent to or approval of any subsequent act by Tenant requiring Landlord's consent or approval, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents or employees during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord.

Successors and Assigns. All of the covenants, conditions and provisions of this Lease shall inure to the benefit of the Landlord and its successors and assigns and shall be binding upon Tenant and its heirs, personal representatives, successors and assigns.

Headings, Landlord and Tenant. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

No Estate by Tenant. This Lease shall create the relationship of Lessor and Lessee between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a tenancy, not subject to levy or sale and not assignable by Tenant except as provided in Article 13 hereof.

Entire Agreement. This Lease and the Exhibits and Addenda (if any) attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

Governing Law. This Lease is made and accepted by the parties in the State of Florida, and shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida. Tenant agrees that Landlord may institute any legal proceedings with respect to this Lease or the Premises in the Circuit Court of the county in which the Premises are located, and Tenant hereby specifically waives any "venue" right it may have to be sued in other county or state. If Tenant is a corporation chartered other than in the State of Florida, Tenant acknowledges and agrees that it is "doing business" in the State of Florida and hereby irrevocably appoints the Secretary of State of Florida as its agent for service of process for all matters pertaining to this Lease or the Premises unless Tenant has qualified to do business in Florida and has registered another person with the Secretary of State of Florida as its agent for service of process within the State of Florida.

ADA Compliance. Landlord 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 common areas.

[INTENTIONAL END OF PAGE]

Lease Unit \_\_\_\_

INITIALS:

Landlord: ALB  
Tenant: PL

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

"Landlord"

WEST NASSAU LAND DEVELOPMENT LLC

BY: [Signature]  
Its: Managing Member

[Signature]  
Witness: As to Landlord  
[Signature]  
Witness: As to Landlord

"Tenant"

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

BY: [Signature]  
Print Name: Pat Edwards  
Its: Chairman  
Attest to Chairman's Signature: [Signature]  
BY: [Signature]  
Print Name: John A. Crawford  
Its: Ex-Officio Clerk

[Signature]  
Witness: As to Tenant  
[Signature]  
Witness: As to Tenant

STATE OF FLORIDA  
COUNTY OF DUVAL

MES  
09.16.15

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2015, by Andrew L Burns, as Managing Member of West Nassau Land development LLC, a Florida limited liability company, and he executed same on behalf of the entity. He is personally known to me.



**LORIN L. GEIGER**  
Notary Public, State of Florida  
My Comm. Expires Jan. 29, 2016  
Commission No. EE 159155

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

INITIALS:

Lease Unit \_\_\_\_\_

Landlord: [Initials]  
Tenant: [Initials]

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September, 2015, by Pat Edwards and John A. Crawford as Chairman and Ex-Officio Clerk, respectively, of Board of County Commissioners, Nassau County, Florida, and they executed same on behalf of the County. They are personally known to me or have produced \_\_\_\_\_ as identification.



**PEGGY B SNYDER**  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2015  
Commission No. EE 126532

*Peggy B Snyder*  
NOTARY PUBLIC  
My Commission Expires: 11-8-15

Lease Unit \_\_\_\_\_

INITIALS:

Landlord: *Pat*  
Tenant: *John*

ATTACHMENT SCHEDULE

Exhibit A	Legal Description of Shopping Center and Site Plan
Exhibit B	Landlord's Work
Exhibit C	Graphics and Sign Standards
Exhibit D	Landlord's Standards of Tenant Buildouts
Exhibit E	Tenant Information

_____	_____
_____	_____
_____	_____
_____	_____

Lease Unit \_\_\_\_\_

INITIALS:

Landlord:           *AS*            
Tenant:           *PK*

EXHIBIT "A"  
LEGAL DESCRIPTION OF SHOPPING CENTER AND SITE PLAN

[TO BE PROVIDED]

Lease Unit \_\_\_\_\_

INITIALS:

Landlord: AS  
Tenant: PZ

EXHIBIT "B"  
LANDLORD'S WORK

n/a

Lease Unit \_\_\_\_

INITIALS:

Landlord:                       
Tenant:

EXHIBIT "C"

GRAPHICS AND SIGN STANDARDS

Tenant's sign must be illuminated channel letters, mounted on a raceway painted to match the color of the building, and centered on the fascia area. A detailed drawing of each proposed sign must be submitted for landlord's review and approval. Once approved, an authorization letter, site plan, legal description and approved drawing will be sent to the sign company. All electrical connections for the sign installations and/or removals must be done by Landlord's approved electrician(s). **These are the only electricians authorized to connect or disconnect electrical power to fascia signs.** The contact person and telephone number for each approved company is available from the Landlord.

NOTICE TO ALL TENANTS REGARDING SIGNAGE

Not all sign companies, fabricators, vendors, and subcontractors are authorized to work on the Shopping Center premises. Therefore, you must contact the Landlord for prior approval BEFORE you contract with or hire any sign company for work to be done on the leasehold premises.

Lease Unit \_\_\_\_

INITIALS:

Landlord: AM  
Tenant: PE

EXHIBIT "D"  
LANDLORD'S STANDARD OF TENANT BUILDOUT

1. Demised walls fire-rated one (1) hour rating for Tenant's use. Walls taped, sanded and ready for paint.
2. 110-volt duplex receptacle space at 15' o.c. along demised walls.
3. 1 ton of HVAC per 400 square feet of demised space to include four (4) supply and one (1) return vent per 5 ton unit.
4. Ceiling height shall be same as top of storefront or 10' max.
5. Ceilings shall be 2'x4' grid (white) tiles.
6. One (1) dedicated sign circuit stubbed above storefront.
7. Two (2) Unisex handicap restrooms located on back wall of demised space.
8. Typical handicap restroom consists of:
  - a. One (1) lavatory, combination ductless exhaust fan/light fixture;
  - b. 42" grab bar, 36" grab bar, toilet paper dispenser.
  - c. Toilet room walls taped and ready for paint, prehung hollow core wood door with lockset;
  - d. Partition walls (3 5/8" metal studs with ½ GWB) sized to code minimum dimensions.
9. All 2'x4' lay-in lights will be on one switch.
10. Restroom lights will be on a separate switch.
11. VCT flooring, in bathroom(s) only.
12. Rear door shall be as presently located and include deadbolt lockset.
13. Store front door with deadbolt lockset, will be as presently located.
14. All work beyond the scope of that described in Exhibit "D" (per these specifications) shall be performed at the Tenant's sole cost and expense.

Lease Unit \_\_\_\_\_

INITIALS:

Landlord:   
Tenant: 



WEST NASSAU LAND DEVELOPMENT RENTAL 5-YEAR LEASE RECAP May, 2015 thru April,2020

Y Begin Date	FY End Date	Monthly Rent	Monthly CAM	Total Monthly Rent	FY	
May 19,2015	Sept 19,2015	\$ 4,400.00	\$ 1,391.12	\$ 28,955.60	FY14/15	Year 1
Oct. 19,2015	Apr 19,2016	\$ 4,400.00	\$ 1,391.12	\$ 40,537.84	FY15/16	
				<u>\$ 69,493.44</u>		
May 19,2016	Sept 19,2016	\$ 4,400.00	\$ 1,432.85	\$ 29,164.25	FY15/16	Year 2
Oct. 19,2016	Apr 19,2017	\$ 4,400.00	\$ 1,432.85	\$ 40,829.95	FY16/17	
				<u>\$ 69,994.20</u>		
May 19,2017	Sept 19,2017	\$ 4,800.00	\$ 1,475.84	\$ 31,379.20	FY16/17	Year 3
Oct. 19,2017	Apr 19,2018	\$ 4,800.00	\$ 1,475.84	\$ 43,930.88	FY17/18	
				<u>\$ 75,310.08</u>		
May 19,2018	Sept 19,2018	\$ 4,800.00	\$ 1,520.12	\$ 31,600.60	FY17/18	Year 4
Oct. 19,2018	Apr 19,2019	\$ 4,800.00	\$ 1,520.12	\$ 44,240.84	FY18/19	
				<u>\$ 75,841.44</u>		
May 19,2018	Sept 19,2018	\$ 5,200.00	\$ 1,565.72	\$ 33,828.60	FY18/19	Year 5
Oct. 19,2018	Apr 19,2019	\$ 5,200.00	\$ 1,565.72	\$ 47,360.04	FY19/20	
				<u>\$ 81,188.64</u>		
<b>Total Five Year Contract Amount</b>				<b>\$ 371,827.80</b>		