

C15-16-99

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 12th day of December, 2016, between **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is C/O Office of the County Manager, 96135 Nassau Place, Suite 1, Yulee, Florida 32097, hereinafter referred to as "COUNTY", and **NASSAU COUNTY COUNCIL ON AGING, INC.**, a Florida Not for Profit Corporation, whose address is 1367 South 18th Street, Fernandina Beach, Florida 32034, hereinafter referred to as "TENANT".

WHEREAS, the COUNTY and TENANT entered into a Lease Agreement dated the 14th day of December, 2009; and

WHEREAS, the COUNTY and TENANT amended the Lease Agreement on the 10th day of November, 2014; and

WHEREAS, TENANT has purchased another property to utilize as a senior center facility to serve the needs of the Nassau County Council on Aging, Inc., as well as the clients it serves; and

WHEREAS, TENANT has requested that the parties rescind the Lease Agreement dated the 14th day of December, 2009 and the First Amendment dated the 10th day of November, 2014.

WITNESSETH:

That COUNTY, for and in consideration of the mutual 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 the attached Exhibit "A", being the premises located at 102 North 13th 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 12th day of December, 2016.

I. TERM

THIS LEASE shall commence on the 12th day of December, 2016, to and including the 12th day of December, 2115.

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 utilize the Demised Premises described in the attached Exhibit "A" for the purpose of operating a transportation facility for the Transportation Disadvantaged Program and Public Transportation Program. The Demised Premises includes the building and parking areas currently on the property as of

the date of this lease. 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 City of Fernandina Beach or the County of Nassau, now or hereafter made.

V. ALTERATIONS, TENANT'S BUILDING ADDITIONAL FACILITIES

A. TENANT ALTERATIONS. The TENANT shall have the right to make alterations in and to the building on 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.

VII. INSURANCE

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 attorneys 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 transportation facility, 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
96135 Nassau Place, Suite 1
Yulee, FL 32097


FOR THE TENANT

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

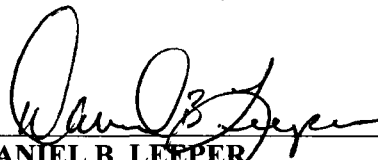
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose here expressed the day and year above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



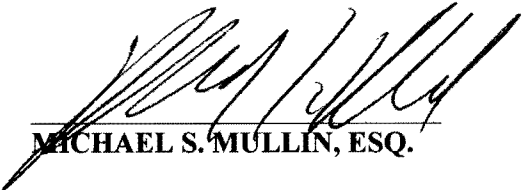
 JOHN A. CRAWFORD
 Its: Ex-Officio Clerk
 34 [Handwritten initials]
 MES
 12-13-16



 DANIEL B. LEEPER
 Its: Chairman

(Signatures continue on the next page)

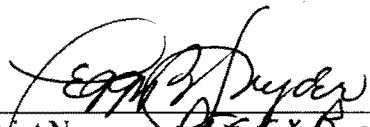
Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN, ESQ.

STATE OF FLORIDA
COUNTY OF NASSAU

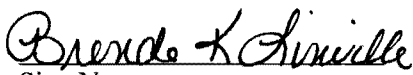
The foregoing instrument was acknowledged before me this 12th day of December, 2016, by John A. Crawford, and Daniel B. Leeper, the Ex-Officio Clerk to the Board and the Chairman of the Nassau County Board of County Commissioners, respectively. They are personally known to me and did not take an oath.

PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12, 2019
Commission No. FF 935754

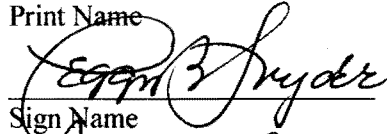

Print Name: PEGGY B. SNYDER
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
My Commission Expires: 11-12-19

TENANT
NASSAU COUNTY COUNCIL ON AGING,
INC.

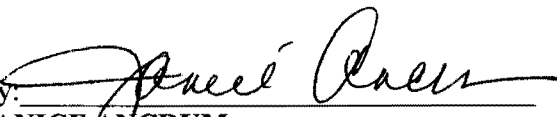
WITNESSES:


Sign Name

Brenda K. Linville
Print Name


Sign Name

PEGGY B. SNYDER
Print Name

By: 
JANICE ANCRUM
Its: Executive Director

(Signatures continue on the next page)

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 12th day of December, 2016, 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.

PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12, 2019
Commission No. FF 935754

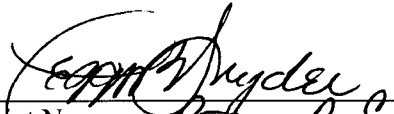

Print Name: Peggy B Snyder
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
My Commission Expires: 11/12/19

EXHIBIT "A"

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR 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 1887 AND 1901) AS:

SUBLOTS B, C, D AND E OF LOT 3 AND SUBLOTS E, F, G & H OF LOT 4, ALL IN BLOCK 244.

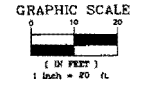
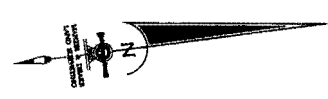
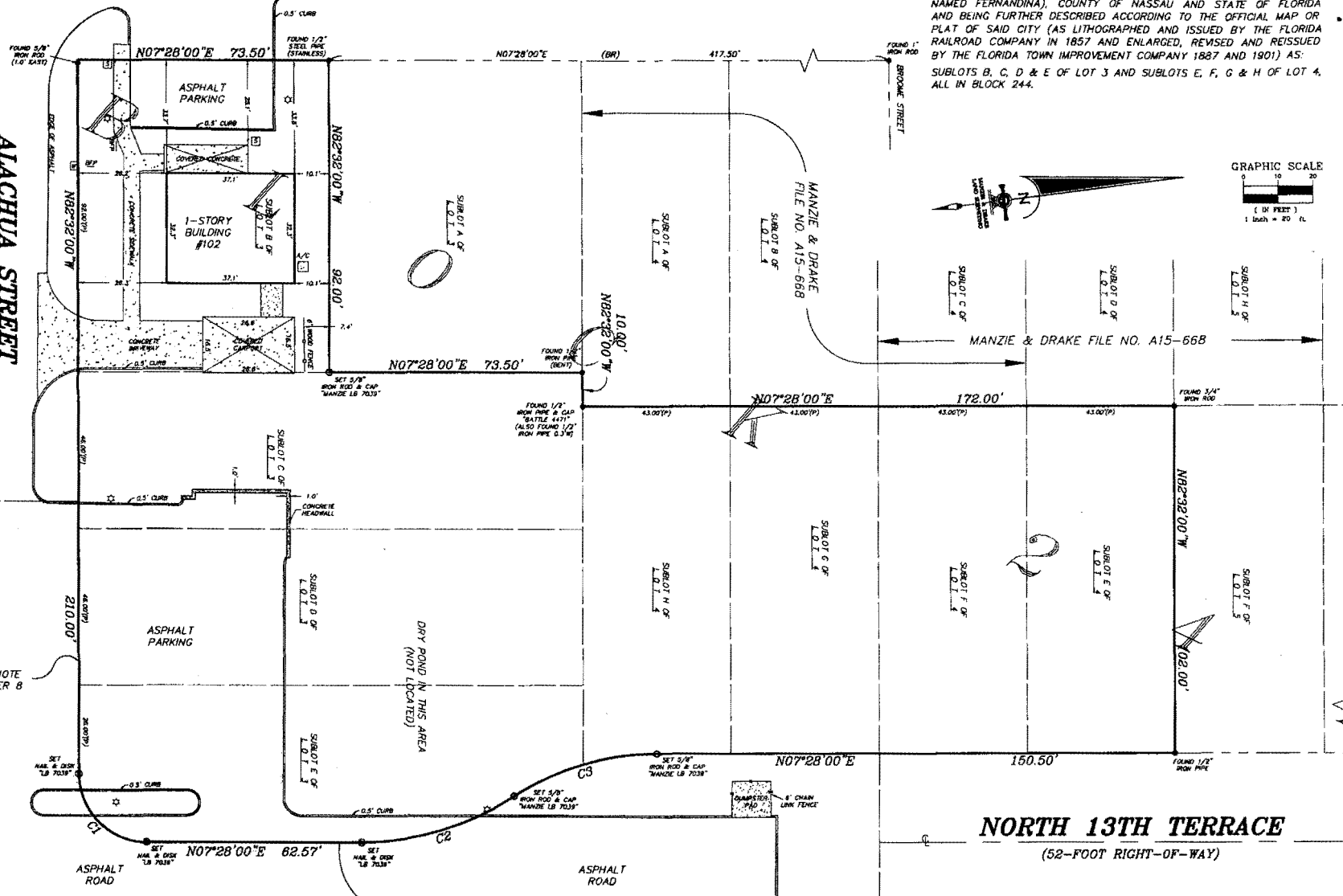
NORTH THIRTEENTH STREET (60'-FOOT RIGHT-OF-WAY)

MAP OF BOUNDARY SURVEY

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, (FORMERLY NAMED FERNANDINA), COUNTY OF HASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR 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 1887 AND 1901) AS:

SUBLOTS B, C, D & E OF LOT 3 AND SUBLOTS E, F, G & H OF LOT 4, ALL IN BLOCK 244.

ALACHUA STREET
(50'-FOOT RIGHT-OF-WAY)



SURVEY NOTES:

- 1) The "Legal Description" herein is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lots shown herein were not abstracted by this office for assessments, rights-of-way, ownership or other instruments of record.
- 4) Bearings shown herein are based on N07°28'00"E for the easterly right-of-way line of North Thirteenth Street. The bearing reference line is indicated as line (BN).
- 5) Unless it bears the signature and the original rubber seal of a Florida Licensed Surveyor and Mapper, this map/report is for informational purposes only and is not valid.
- 6) The property shown herein lies within flood zone "Z" as per F.E.M.A. Flood Insurance Rate Map, Panel 13060C-0002L (Date: 11/12/2010). Flood Zone information is provided as a courtesy and is representative of best available information. County Building Department for accuracy. We assume no liability for the accuracy. Flood Zone information is not covered by the certification herein and is not required to be shown per Chapter 5A-17, Florida Administrative Code, pursuant to Section 475.017, Florida Statutes.
- 7) This survey is protected by copyright and is certified only to the entities listed and only for the particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transaction is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification or warranty in future transactions. No notice other than those noted should rely upon this survey in future transactions. No notice other than those noted should rely upon this survey in future transactions.
- 8) Portions of Alachua Street and 13th Terrace right-of-way are shown herein. However, no documentation provided showing that they have been formally closed or abandoned.

SEE NOTE NUMBER 8

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.42'	20.00'	90°00'00"	N52°28'00"E	28.28'
C2	47.01'	80.00'	33°40'00"	N9°22'03"W	46.34'
C3	44.07'	75.00'	33°40'00"	S9°22'03"E	43.44'

- LEGEND**
- ▲/C = AIR CONDITIONER
 - = CENTERLINE
 - = CHAIN LINK FENCE
 - = CONCRETE FLOWLINE
 - = LIGHT POLE
 - = COVERED AREA
 - = BACK-FLOW PREVENTER
 - = SEWER CLEANOUT
 - = WATER METER
 - = WOOD OR VINYL FENCE
 - = 3/8" IRON ROD & CAP (LB 7033) SET

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

SCALE: 1"=20' JOB NO: 17471 DATE: 8/31/16 CADD: WKD
F.B. NO: X-286 PAGE NO: 33 FIELD CREW: SS FILE NO: B-1072