

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 12th day of March, 2018, by and between **THE SCHOOL BOARD OF NASSAU COUNTY**, hereinafter called "LESSOR", and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE".

WHEREAS, the LESSOR and LESSEE entered into a Lease Agreement on March 1, 1996 for property described in Exhibit "A", which has expired; and

WHEREAS, the lease was for property utilized as a recreational site and known as the "Kirsten M. Higginbotham Sports Complex"; and

WHEREAS, the LESSEE and LESSOR desires to renew said lease commencing on the date of execution; and

WHEREAS, the LESSOR and LESSEE desire to add an additional five (5) acres for utilization with the property described in the attached Exhibit "B".

WITNESSETH:

That LESSOR, for and in consideration of the mutual covenants and agreements hereinafter mentioned to be kept and performed by the LESSEE, has demised and leased to the LESSEE, 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" and Exhibit "B".

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 Lessor for the term of TEN (10) YEARS, commencing on the 12th day of March, 2018.

- 1. **DESCRIPTION OF PREMISES:** Subject to and upon the terms, provisions and conditions herein set forth, LESSOR does hereby lease, demise and rent to the LESSEE and the LESSEE does hereby lease, demise and rent from the LESSOR +9 acres at the Kirsten M. Higginbotham Sports

Complex, f/k/a the Callahan Little League Park, said property being in Nassau County, Florida, and bring more particularly described in the attached Exhibit "A" and Exhibit "B".

2. **ACCEPTANCE OF PREMISES:** LESSOR or LESSOR'S agents have made no representations or promises with respect to the said leased premises, or this Agreement except as herein expressly set forth. The taking possession of the leased premises by LESSEE shall be conclusive evidence, as against LESSEE, that LESSEE accepts same "as is".
3. **TERM:** Subject to and upon the conditions set forth herein, or in any exhibit or addendum hereto, this Lease shall continue in force for a term of ten (10) years, commencing March 12, 2018. However, either party shall have the right to terminate this Agreement upon giving the other party thirty (30) days written notice of termination. Upon the mutual consent of the parties, this Lease may be renewed for additional five (5) year periods.
4. **RENT:** As consideration for this Lease, LESSEE shall pay to LESSOR commencing March 12, 2018, during the term of this Lease an annual rental amount of Ten and no/100 dollars (\$10.00).
5. **USE OF PREMISES BY LESSEE.** LESSEE shall utilize the Demised Premises described in the attached Exhibit "A" and Exhibit "B" for the purpose of a recreational facility. The Demised Premises includes the building and parking areas currently on the property as of the date of this lease. The LESSEE 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.
6. **ALTERATIONS.** Subject to prior written approval by LESSOR, the LESSEE shall have the right to make alterations in and to the grounds on the Demised Premises during the term of this Lease, so long as such alterations are for the uses set forth hereinabove. The LESSEE shall be responsible for all plans and work, and shall fund same. LESSEE shall bear all costs of maintaining alterations and improvements.

7. **MAINTENANCE AND REPAIRS.** LESSEE shall maintain and keep in good repair the Demised Premises. LESSEE shall pay and be responsible for all costs of any and all security for the Demised Premises.
8. **ASSIGNMENT AND SUBLETTING.** LESSEE may not assign this Lease or any interest thereunder or sublet the premises or any part thereof, or permit the use of the premises by any party other than the LESSEE without the written consent of LESSOR.
9. **INJURY OR DAMAGE TO PROPERTY.** 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 LESSEE, and the LESSOR shall not be liable to the LESSEE 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 LESSEE does not repair any damage suffered during the term of this Agreement, LESSOR, at its option, may assume the responsibility to repair said Demised Premises, and may recover the costs of any such repairs from LESSEE.
10. **FIRE AND OTHER HAZARDS.** In the event the Demised Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, LESSEE shall forthwith repair the damage to such Demised Premises at its own costs and expense. In the event that the LESSEE does not repair the damage, LESSOR, at its option, may assume the responsibility to repair said Demised Premises, and may recover the costs of any such repairs from LESSEE.
11. **INDEMNIFICATION.**
 1. LESSEE shall indemnify, defend and save harmless LESSOR 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 LESSEE to perform any of the agreements, terms, covenants, or conditions of this Lease on LESSEE'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. LESSEE'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 LESSEE;
 - E. LESSEE'S possession of the Demised Premises;
 - F. any negligent or intentional act or omission of LESSEE or any of LESSEE'S employees, agents, licensees, or invitees; or
 - G. any toxic or hazardous waste or substance stored, spilled, or disposed of on the Demised Premises by LESSEE or any of LESSEE'S employees, agents, licensees, or invitees.
2. LESSEE shall provide to LESSOR a copy of LESSEE'S General Liability Certificate.

12. **DEFAULT.**

- A. Each of the following events shall be default hereunder by LESSEE and a breach of this Lease:
 - 1. If LESSEE shall fail to perform any of the other agreements, terms, covenants, or conditions in this Lease on LESSEE'S part to be performed and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by LESSOR to LESSEE, or if such performance cannot reasonably be obtained within such thirty (30) day period, but LESSEE 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, LESSOR shall have the right to cancel and terminate this Lease by giving to LESSEE 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 LESSOR'S exclusive remedy for LESSEE'S default and LESSOR 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 Nassau County School Board, and shall relinquish all rights, title and interest in the subject building and property to the Nassau County School Board.

B. The failure of LESSEE 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 LESSOR may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

13. **ADA COMPLIANCE.**

LESSEE 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.

14. **AUTHORITY TO TERMINATE.**

The Nassau County School Board shall have the authority to cancel this Lease if County 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.

15. **TERMINATION BY LESSEE.** Upon the expiration or other termination of this Lease, with thirty (30) days notice, LESSEE shall quit and surrender to LESSOR the leased premises in the same condition as at the beginning of the term, natural wear and tear only excepted and LESSEE shall remove all of its property. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If the last day of the term of this Lease or any renewal thereof falls on Sunday, this Lease shall expire on the business day immediately preceding.

16. **AUTHORITY TO SUBLEASE AND ASSIGN.**

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

17. 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 (LESSEE)

Chairman
Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

FOR THE LESSOR

School Superintendent
Nassau County School Board
1201 Atlantic Avenue
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.

WITNESSES:

LESSOR
NASSAU COUNTY SCHOOL BOARD

Robin Jones
Signature of Witness

By: Donna Martin
DONNA MARTIN
Its: Chairman

Robin Jones
Printed Name of Witness

SJDavis
Signature of Witness

By: Kathy J. Burns
DR. KATHY BURNS
School Superintendent

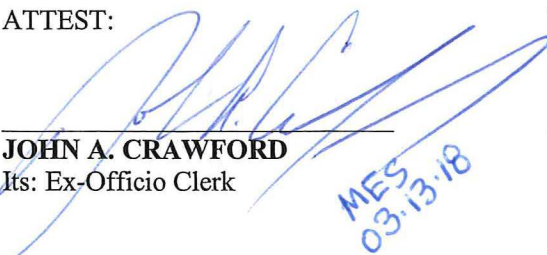
Suzanne J. Davis
Printed Name of Witness

Approved as to form by the
Nassau County School Board Attorney:


[Signature]
RAY POOLE, ESQ.

LESSEE
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk



PAT EDWARDS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN, ESQ.

MES
03-13-18

EXHIBIT A

PARCEL "A" :

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA; THENCE, ON THE NORTH LINE THEREOF, NORTH 89 DEGREES 19 MINUTES 25 SECONDS EAST, 1254.25 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 00 DEGREES 30 MINUTES 35 SECONDS EAST, 450.00 FEET; THENCE, PARALLEL WITH THE NORTH LINE OF SAID SECTION 35, NORTH 89 DEGREES 19 MINUTES 25 SECONDS EAST, 350.00 FEET TO THE EAST LINE OF THE LANDS OF THE NASSAU COUNTY SCHOOL BOARD; THENCE, ON SAID EAST LINE, NORTH 00 DEGREES 30 MINUTES 35 SECONDS WEST, 450.00 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE, ON SAID NORTH LINE, SOUTH 89 DEGREES 19 MINUTES 25 SECONDS WEST, 350.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 3.61 ACRES, MORE OR LESS, IN AREA.

EXHIBIT B

MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF LAND LYING SITUATE IN SECTION 35, TOWNSHIP 2 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 24 EAST; THENCE NORTH 89°19'26" EAST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1543.75 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 399, PAGE 338 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°29'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 449.16 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 00°29'04" EAST ALONG THE SAID WEST LINE A DISTANCE OF 617.16 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°19'26" WEST ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SECTION 35, A DISTANCE OF 352.91 FEET; THENCE NORTH 00°29'04" WEST ALONG A LINE PARALLEL TO THE SAID WEST LINE OF OFFICIAL RECORDS BOOK 399, PAGE 338, A DISTANCE OF 617.16 FEET; THENCE NORTH 89°19'26" EAST ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF SECTION 35, A DISTANCE OF 352.91 FEET TO THE SAID WEST LINE OF OFFICIAL RECORDS BOOK 399, PAGE 338 AND THE POINT OF BEGINNING.

CONTAINING 5.0 ACRES±