

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this 23rd day of September, 2024, between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("COUNTY"), and **JACKSONVILLE TRANSPORTATION AUTHORITY**, a public body politic and corporate agency of the State of Florida created under Chapter 349, Florida Statutes, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32202 ("TENANT").

WITNESSETH:

WHEREAS, TENANT has agreed to serve as the Community Transit Coordinator ("CTC") for Nassau County under the Transportation Disadvantaged Program starting in Fiscal Year 2024-2025, which begins on October 1, 2024; and

WHEREAS, the COUNTY has agreed to lease to TENANT the real property identified herein for TENANT's use in providing CTC services to residents of Nassau County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEMISE. COUNTY hereby lets and demises to TENANT, and TENANT hereby leases from COUNTY, for the term defined below and upon the terms and conditions set forth in this Lease, the premises located at 102 North 13th Street, Fernandina Beach, Florida 32034 (the "Premises"), which Premises are depicted and further described in the attached **Exhibit A**, incorporated herein. The Premises subject to this Lease include the building, parking areas, and all other improvements located on the property as of the commencement date of this Lease.

2. TERM; RENEWALS. The term of this Lease shall be ONE (1) year, which shall commence on October 1, 2024 and expire on September 30, 2025. TENANT shall have the option to renew and extend this Lease for up to THREE (3) additional periods of ONE (1) year each with COUNTY's consent, which consent shall not be unreasonably withheld. Except as otherwise specifically provided herein, each renewal term shall be subject to and in accordance with all of the terms, covenants and conditions of this Lease. TENANT shall deliver to COUNTY written notice of Tenant's desire to renew and extend the Term as aforesaid at least sixty (60) days prior to the expiration of the then current term.

3. 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. Said rent shall be payable upon acceptance and execution of this Lease, and, if this Lease is renewed in accordance with Section 2 herein, before the commencement of any renewal term(s).

4. TAXES. The parties understand that by virtue of TENANT's status as a public entity, TENANT shall not be responsible for any ad valorem real estate taxes on the Premises nor any other taxes to COUNTY in connection with TENANT's use or occupancy of the

Premises.

5. CONDITION OF THE PREMISES. TENANT acknowledges that: (a) COUNTY has made no representations or warranties as to the suitability or fitness of the Premises for the conduct of TENANT's CTC services or for any other purpose; (b) COUNTY has not agreed to undertake any alterations or construct any improvements to the Premises; (c) TENANT has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical systems, and any structural or environmental matters and the present and future suitability of the Premises for TENANT's intended use; (d) TENANT has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions, or other matters of record relating to the TENANT, the Premises, or the use thereof.

6. USE OF PREMISES BY TENANT. TENANT shall use the Premises for the purpose of operating as, and agrees that during the term of the Lease it shall operate as, the CTC for Nassau County by serving transportation disadvantaged residents under the Transportation Disadvantaged Program. TENANT shall not use or permit the use of the Premises in a manner that is unlawful, or that creates damages, waste, or a nuisance.

7. UTILITIES; TRASH REMOVAL. TENANT shall directly contract for the provision of, and shall pay (before delinquency) for, all water, gas, electricity, heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith, if any. TENANT shall also directly contract for the provision of, and shall pay (before delinquency) for any trash removal services for the Premises.

8. TENANT ALTERATIONS. TENANT shall have the right to make alterations in and to the Premises during the term of this Lease, so long as such alterations are for the uses set forth hereinabove. TENANT shall be responsible for all plans, permits, approvals, and work at its sole cost and expense. TENANT shall also be responsible for all costs of maintaining any alterations at its sole cost and expense. TENANT shall have the right to install signs on the exterior of the building and any existing pylon (the "Exterior Signs"). Exterior Signs are subject to COUNTY's written approval as to design, placements, materials and installation, which approval shall not be unreasonably withheld. The Exterior Signs and all other signs installed by TENANT shall, at TENANT's cost and expense, be installed, maintained and removed by Tenant in accordance with the requirements of this Lease and all applicable laws.

9. MAINTENANCE AND REPAIRS. TENANT shall maintain the nonstructural parts of the interior of the Premises, in good repair and condition, ordinary wear and tear excepted. TENANT shall also be responsible for the routine maintenance (but not replacement) of the plumbing, electrical in the building and HVAC systems (including filters), and landscaping. COUNTY shall maintain the roof, structure, plumbing

and electrical outside the footprint of the building and the remainder of the exterior of the building, as well as each sidewalk and parking lot.

10. INSURANCE.

- a. 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 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 Premises by TENANT. TENANT shall not be responsible to carry property or casualty insurance on the building or improvements on the Premises.
- b. Anything herein to the contrary notwithstanding, each party hereto hereby releases and waives all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party by subrogation or otherwise may now or hereafter have against the other party or any of the other party's partners, directors, officers, employees or agents for any loss or damage that may occur to the Premises, TENANT's improvements or any of the contents of any of the foregoing by reason of fire or other casualty, or any other cause except gross negligence or willful misconduct (but including negligence of the parties hereto or their partners, directors, officers, employees, or agents) that could have been insured against under the terms of (i) any standard fire and extended coverage insurance policies; or (ii) any other loss covered by insurance required to be maintained under the terms of this Lease; provided, however, that this waiver shall be ineffective against any insurer of COUNTY or TENANT to the extent that such waiver (i) is prohibited by the laws and insurance regulations of the State of Florida; or (ii) would invalidate any insurance coverage of COUNTY or TENANT.

11. INJURY OR DAMAGE TO PROPERTY OR PREMISES; SECURITY.

All property of any kind which may be on the Premises during the term 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 Premises. TENANT shall also be responsible for all costs of any security for the Premises. In the event that TENANT does not repair any damage caused by TENANT to the Premises during the term of this Lease, COUNTY, at its option, may assume the responsibility to repair said Premises, and may recover the costs of any such repairs from TENANT.

12. FIRE AND OTHER HAZARDS. In the event the Premises, or a material part thereof, is destroyed by fire, lightning, storm, or other casualty, COUNTY shall forthwith repair the damage to such Premises at its own costs and expense, with commercially reasonable promptness (taking into account the time required by the COUNTY to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty, but in any event within ninety (90) days after the date of such casualty) to substantially their condition immediately before such casualty, and may temporarily enter and possess any or all of the Premises for such purpose (provided, that the COUNTY shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by the TENANT. If such restoration is not accomplished within the said period of ninety (90) days, TENANT terminate this Lease by giving written notice thereof to COUNTY.

13. INDEMNIFICATION. TENANT shall indemnify, defend, and hold 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 Premises and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use, or operation of the Premises, during the Lease 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 ("Laws");
- d. any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Premises or any equipment therein or any materials used in the construction or alteration of any improvement thereon by TENANT;
- e. TENANT's possession and use of the Premises;
- f. any negligent or intentional act or omission of TENANT or any of TENANT's employees, agents, licensees, or invitees; or
- g. any Hazardous Substance (as that term is defined below) stored, spilled, or disposed of on the Premises by TENANT or any of TENANT's employees, agents, licensees, or invitees.
- h. TENANT is an agency of the State of Florida and nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- i. The foregoing shall not constitute an agreement by TENANT to

assume any liability for the acts, omissions and/or negligence of the COUNTY.

14. MECHANICS AND OTHER LIENS. The TENANT agrees that it shall not permit any mortgage, lien, or security interest to be placed on the real property or improvements or fixtures thereto that constitute or are located on the Premises. If because of any act or omission of TENANT, any mechanic's or other lien, charge, or order for the payment of money is filed against the 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.

15. HAZARDOUS SUBSTANCES.

a. TENANT shall not knowingly use, handle, store, or permit the use, handling, or storage of Hazardous Substances on the Premises. Notwithstanding the preceding sentence, TENANT may use cleaning and office products, and transportation-related and other products routinely used for TENANT's operations, in accordance with their customary use, provided that TENANT complies with all applicable laws in connection therewith, and further provided that in no event may TENANT release or discharge such products into the plumbing, drainage, or sewer system in violation of the law or in excessive amounts. TENANT shall not dispose of or permit or knowingly allow the disposal, leakage, spillage or discharge on or upon the Premises of any Hazardous Substances. If any Hazardous Substances are disposed of or permitted to leak, spill, or discharge on or upon the Premises by accident or otherwise in violation of this section, TENANT shall provide immediate written notice thereof to COUNTY and TENANT shall immediately commence and diligently pursue the removal of any such Hazardous Substances 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 section.

b. TENANT shall provide written notice to COUNTY within three (3) days of:

i. any change in TENANT's operation involving the use, handling, or storage of Hazardous Substances;

ii. receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

iii. receipt of any complaint, claim or lawsuit filed by any third party relating to environmental impacts; or

iv. releases, spillage, leakage or disposal of any Hazardous Substances on the Premises.

c. If TENANT shall fail to comply with any of the provisions of this section, COUNTY shall have the right, but shall not be obligated, to enter into or go upon

the 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.

d. For purposes of this section, "Hazardous Substances" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

16. DEFAULT.

a. Each of the following shall be an event of default hereunder by TENANT and a breach of this Lease:

i. If TENANT shall fail to pay COUNTY any 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

ii. 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, including providing CTC services, 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.

b. Each of the following shall be an event of default hereunder by COUNTY and a breach of this Lease:

i. COUNTY shall fail to perform any of the other agreements, terms, covenants, or conditions in this Lease on COUNTY's part to be performed, including providing CTC services, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by TENANT to COUNTY, 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.

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

17. TERMINATION.

a. If an event of default shall occur and be continuing, the non-defaulting party shall have the right to terminate this Lease by giving to the defaulting party not less than ten (10) days' notice of such 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 the non-defaulting party's exclusive remedy and that party may exercise any other remedies provided at law or in equity.

b. If during the term of this Lease TENANT decides, in its sole discretion, that it cannot provide CTC services, then TENANT shall have the right to terminate this Lease, with 90 (ninety) days' prior written notice.

c. If the parties mutually agree to a separate location and premises for TENANT to use for the purpose of acting as the CTC for Nassau County to replace the Premises, then the parties may terminate this Lease and enter into a separate lease agreement for the separate location and premises to replace this Lease.

18. END OF TERM. Upon the expiration or sooner termination of this Lease, TENANT shall deliver and surrender to COUNTY possession of the Premises in good order and repair (damages reasonably beyond the Tenant's control and reasonable wear and tear excepted), and broom clean. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by TENANT performing all of its obligations under this Lease.

19. AUTHORITY TO SUBLEASE AND ASSIGN. TENANT shall not assign, mortgage, or otherwise transfer or encumber all or any part of TENANT's interest in this Lease or in the Premises or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other person, without COUNTY's prior written consent. Any assignment or subletting shall not release TENANT from its obligations hereunder unless otherwise agreed to in writing. Notwithstanding the foregoing, TENANT is a governmental agency of the State of Florida and this Lease may be assigned to any successor entity for the same use as provided in this Lease and may sublet or license space within the Premises for uses incidental to Tenant's operations.

20. 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. Notwithstanding the foregoing, except for alterations undertaken by TENANT for its uses of the Premises pursuant to Paragraph 8 above, TENANT shall not be responsible to make structural alterations or repairs to the Premises, building or parking lot to bring it into compliance with the ADA and the Florida Accessibility Guide.

21. 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.

22. NOTICES. All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Lease shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

For the COUNTY: Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

For TENANT: JTA
100 LaVilla Center Drive
Jacksonville, FL 32204
Attention: Chief Executive Officer

With copy to: Nelson Mullins Riley and Scarborough
390 North Orange Avenue, Suite 1400
Orlando, FL 32801
Attention: Richard N. Milian, Esq.,
JTA General Counsel

23. MISCELLANEOUS.

a. **No Oral Modifications.** This Lease may not be changed or terminated, in whole or in part, except in a writing signed by the parties.

b. **Captions.** The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the sections of this Lease

c. **Severability.** If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

d. **Governing Law; Venue; Jury Trial Waiver.** This Lease shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Lease shall be brought in Nassau County, Florida, and any trial shall be non-jury. **THE PARTIES HEREBY**

KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION OR PROCEEDINGS BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

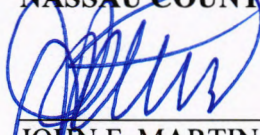
e. **Compliance with Laws.** TENANT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards

f. **Quiet Enjoyment.** COUNTY hereby covenants that the TENANT, subject to performing the covenants set forth herein, shall peaceably and quietly hold and enjoy, throughout the term, (a) the Premises, and (b) such rights as the Tenant may hold hereunder with respect to the Premises.

[Signatures on following page.]

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

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA**

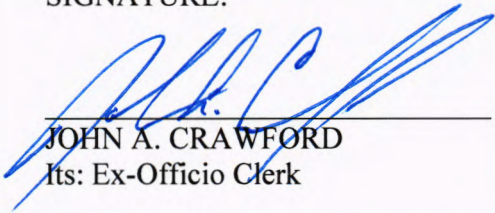


JOHN F. MARTIN, MBA

Its: Chairman

Date: 9-23-24_____

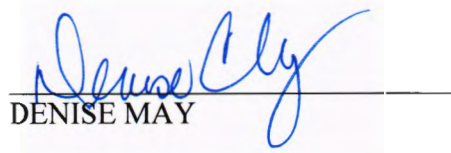
ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DENISE MAY

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____

Its: _____

Date: _____

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

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA**

JOHN F. MARTIN, MBA

Its: Chairman

Date: _____

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

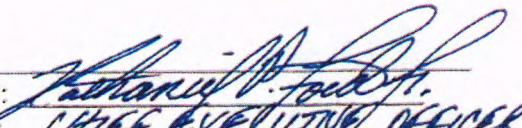
JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

DENISE MAY

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: 

Its: CHIEF EXECUTIVE OFFICER

Date: 9-24-04

Exhibit A

Premises

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, ALL IN BLOCK 244.

Commonly referred to as Parcel ID Nos.:

00-00-31-1800-0244-03C0

00-00-31-1800-0244-03B0

