

A G R E E M E N T

THIS AGREEMENT entered into this 27th day of September, 1999, by and between, the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **NASSAU COUNTY HEALTH DEPARTMENT**, hereinafter referred to as the "Health Department".

WITNESSETH:

FOR and IN CONSIDERATION of ten and no/100 Dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Health Department needs to lease additional space.
2. The additional space desired is owned by Teresa A. Wilson, and the property is located at 1890 South 14th Street, Fernandina Beach, Florida.
3. Health Department cannot lease space directly and can only sublease from the County.
4. County will lease the required space pursuant to the Lease Agreement attached hereto as Exhibit "A".
5. Health Department shall pay to the County the amount required pursuant to the Lease and subject to the terms of the Lease. If the Legislature does not fund this particular program and the Lease is terminated, the Health Department shall be responsible for any costs and rental amounts for a period of sixty

(60) days following the vacation of the premises.

6. The term of this Agreement is the same term as set forth in the Lease attached hereto as Exhibit "A".

7. Health Department shall be responsible, at its sole cost, to insure that the interior offices and equipment comply with the requirements of the ADA and the Florida Accessibility Guide.

8. Health Department shall pay to County the rental amount each and every month pursuant to the terms of the attached Lease.

9. If Health Department does not receive funding pursuant to Paragraph 5 of the attached Lease, County shall be notified in writing as set forth in Paragraph 5 of the Lease, and Health Department shall be responsible for payments and costs as set forth in Paragraph 5.

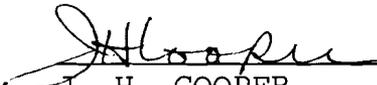
10. DEFAULT: Failure of Health Department to pay the required rental amount or failure to comply with the requirements of this Agreement or the Lease attached hereto as Exhibit "A" shall be considered a default.

11. REMEDIES FOR DEFAULT: Either party may seek any and all legal and equitable remedies available to it for breach of this Agreement and/or of the Lease attached as Exhibit "A". If Health Department is in default of any rental amount set forth in the Lease attached as Exhibit "A", the County may accelerate the remaining balance of the Lease, and Health Department shall be required to pay the accelerated amount.

The prevailing party shall be entitled to collect attorney's fees for any legal action arising out of this Agreement or the Lease in Exhibit "A".

12. The Department of Health, its agents, servants and employees are protected against tort claims as described in Section 768.28, Florida Statutes. The exclusive remedy for injury or damage resulting from such negligent acts or omissions of such agents, servants, and employees of the Department of Health is by action against the State of Florida. Nothing in this Agreement or the Lease in Exhibit "A" shall be deemed a waiver of sovereign immunity or expand the health Department's liability beyond the limits in Section 768.28, Florida Statutes, or require the provision of insurance except as otherwise provided by law.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


J. H. COOPER
Its: Chairman

ATTEST:

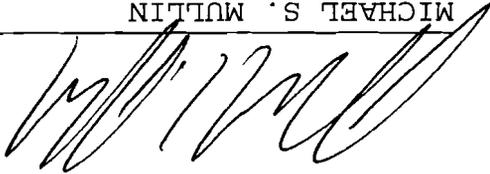

J. M. "CHIEF" OXLEY, JR.
Its: Ex-Officio Clerk

(Signatures continue on next page)

37/a:health-dept-county-agmt

By: E. Ngo-Seidel, M.D.
 Its: Director

NASSAU COUNTY HEALTH DEPARTMENT

MICHAEL S. MULLIN


Approved as to form by the Nassau County Attorney

EXHIBIT "A"
LEASE AGREEMENT

THIS LEASE, made and entered into this 27th day of September, 1999, by and between **TERESA W. WILSON, a married person**, whose address is 1890 South 14th Street, Fernandina Beach, FL 32034, (hereinafter referred to as the "Lessor"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is Post Office Box 1010, Fernandina Beach, FL 32034, (hereinafter referred to as the "Lessee").

WITNESSETH:

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and the Lessee takes, accepts, and rents from the Lessor, the Premises hereinafter described, for the period, at the rental, upon the terms and conditions hereinafter set forth.

Section

1. DEFINITIONS. The Lessor and the Lessee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified, such definitions to be applicable equally to the singular and the plural form of such terms:

(a) "Premises" shall mean that certain area as indicated on Exhibit "A", attached hereto and made a part hereof, located at 1896 South 14th Street, Suite Six, Fernandina Beach, FL 32034, Parcel ID # 0000-31-142P-0005-0000.

(b) "Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall consist of twelve (12) consecutive full calendar months, plus the partial month, if any beginning on the Commencement Date hereof. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year which shall be the first day of the full calendar month.

Section 2. LEASED PREMISES.

The Lessor demises and leases to the Lessee, and Lessee rents from Lessor, the Premises consisting of approximately 1,450 square feet of ground floor space being located on that portion of the improvements on the land of Lessor in Nassau County, Florida. The boundaries of the Premises and square feet are outlined on the Site Plan attached hereto marked Exhibit "A" and made a part hereof.

Section 3. RENT.

Lessee hereby covenants and agrees to pay rent to Lessor, which said rent shall be paid in the form of "Basic Rent". The Payment of such Basic Rent shall begin on the Commencement Date. In the event the Commencement Date occurs on a day other than the first day of a month, Lessee shall pay rent for the fractional month on a per diem basis until the first day of a month following such Commencement Date and thereafter the Basic Rent shall be paid as discussed in Section 3(a), on the first day of each and every month in advance. Rent shall be mailed to and be made payable to: Teresa W. Wilson, 1896 South 14th Street, Suite 5, Fernandina Beach, FL 32034.

(a) BASIC RENT

(i) During the first Lease term, Lessee covenants and agrees to pay the Lessor the following: One Thousand Two Hundred Fifty and no/100 dollars (\$1,250.00) per month each and every month for the first term. Basic Rent shall include garbage service. Lessee shall be responsible for all other utilities, i.e. - electric, telephone, water, sewer. The first lease term is for a period of three (3) years, subject to the provisions set forth in Section 5.

(b) STATE TAXES. Lessee is exempt from all state, or Federal taxes assessed against the leasehold interest or any fixtures, furnishings, equipment, stock-in-trade, or other personal property of any kind owned, installed, or used in or on the Premises. Lessee shall be responsible for all State sales tax due as a result of the rental amount.

Section 4. COMMENCEMENT DATE AND TERM

The term of this Lease shall commence on the 1st day of October, 1999, and shall continue until September 30, 2002, subject to the provisions of Section 5. The Lease may be extended for two (2) year intervals based upon the consent of the Lessor and the Lessee. Said written consent must be executed at least sixty (60) days prior to the expiration of each Lease term.

Section 5. SUBLEASE.

(a) Lessor acknowledges that Lessee shall not occupy and use the demised Premises. Lessee shall sublease the premises. Lessor acknowledges and consents to Lessee's sub-leasing the demised premises to a Sub-Lessee. Lessee shall sublease to the Nassau County Health Department. The Health Department shall utilize the demised premises for a particular program that is funded by the

Legislature. This Lease is subject to the availability of funds appropriated by the Florida Legislature. If the Legislature does not fund this program in any year, the Lease shall be terminated, and Lessee's obligation shall only be for a two (2) month rental amount beyond the vacation date of the premises.

Section 6. MAINTENANCE OF LEASED PREMISES.

(a) Lessor shall maintain exterior walls, and roof in good order, condition and repair and maintain all electrical appliances (including the air conditioning) and equipment that are the property of Lessor as well as window glass and plumbing. Any and all repairs shall be made by Lessor in a prompt manner.

(b) Sub-Lessee may make any alterations or additions to the Premises for purposes of the ADA and/or the Florida Accessibility Guide and non-ADA parking.

(c) Lessor and its agents shall have free access to the Premises during all reasonable and regular business hours for the purpose of examining the same and to ascertain if they are in good repair, to make reasonable repairs which the lessor may be required to make hereunder, and to exhibit the same to prospective purchasers or tenants.

Section 7. PARKING. Lessor shall provide the requisite number of ADA/Florida Accessibility Guide compliant parking spaces. Said policy shall reflect the Lessor as an additional insured in respect to the demised premises.

Section 8. INSURANCE. Lessee shall maintain insurance on the demised premises during the lease period to the limits of its coverage.

Section 9. DEFAULT BY LESSOR. This Lease is made upon the condition Lessor shall punctually and faithfully perform all of the concerns and agreements to be performed as set forth herein, and if any of the following events of default shall occur, to-wit: (a) a default on the part of the Lessor in the observance or performance of any of the covenants or conditions of this Lease and said default shall continue for a period of fifteen (15) days after written notice thereof from the Lessee to Lessor; or (b) Lessor shall file a Petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors; or (c) any trustee, receiver, or liquidator of Lessor or of all or any substantial part of its properties or of the Premises shall be appointed in any action. In any of said cases, Lessee, at its option, may terminate this Lease and have no further obligation to

Lessor pursuant to said Lease, or Lessee may, if it elects to do so, bring suit for applicable damages.

Section 10. DAMAGE AND DESTRUCTION. In the event damage due to any peril not covered by Lessee's insurance, or in the event of damage, regardless of the cause and (a) the Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises or (b) Lessor may elect either to repair or rebuild the Premises or the portion of the building of which the Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor is require or elects to repair the Premises as herein provided, Lessee shall repair or replace its trade fixtures, furniture, furnishings, floor and wall coverings, ceiling-hung lighting and other adornments, special equipment and other items of construction and personal property which Lessee is required to have in order to commence operation. Lessee shall have the option to terminate, if repair by the Lessor shall exceed ninety (90) days, if such repairs are capable of accomplishment within said ninety (90) day period.

Section 11. MORTGAGE SUBORDINATION. Upon written request or notice by Lessor, Lessee agrees to subordinate its rights under this Lease to the lien or liens of any mortgage that may hereafter be placed upon the property by Lessor and further, Lessee shall at Lessor's request execute any estoppel certificates or documentation as deemed necessary by Lessor.

Section 12. EMINENT DOMAIN. In the event the building or any part shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefore, including, but not limited to, all damages as compensation for diminuation in value of the leasehold, reversion, and fee, shall belong to the Lessor without any deduction therefrom for any present or future estate of Lessee, and Lessee hereby assigns to lessor all its right, title, and interest to such award.

If the whole of the Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority or on the day upon which further profitable operation of Lessee's business shall become impracticable as a result thereof, and Lessee shall pay Rent up to the date with an appropriate refund by Lessor of such amount thereof as shall have been paid in advance for a period subsequent to the effective date of the termination. In the event the lessor does not elect to terminate the within

Lease, Lessor shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remainder of the Premises a complete architectural unit. If more than twenty-five percent (25%) of the gross leasable area of the Premises shall be so taken, then this Lease shall terminate with respect to the part so taken from the date possession shall be so taken by such public authority and Lessee shall pay Rent, Percentage Rent, and Additional Rent up to that date with an appropriate refund by Lessor such amounts thereof as may have been paid in advance for a period subsequent to the date of the taking.

Section 13. WAIVER. No waiver of any condition or legal right or remedy shall be implied by the failure of Lessor to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Lessor.

Section 14. QUIET ENJOYMENT. Lessor hereby covenants and agrees that if Lessee shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any matter of interference or hindrance from Lessor or any person or persons lawfully claiming the Premises.

Section 15. ENTIRE AGREEMENT. This Lease and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions, and understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by them. Lessee agrees that Lessor and its agents have made no representations or promises with respect to the Premises or the building or property of which the same are a part except as herein expressly set forth.

Section 16. FUNDS. Lessee is not pledging ad valorem tax monies pursuant to this Lease.

Section 17. SURRENDER AND HOLDING OVER. Lessee shall deliver up and surrender to lessor possession of the Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire

and extended coverage insurance and ordinary wear and tear only excepted).

Section 18. RECORDING. The parties hereto agree that upon request of either party, each will execute, acknowledge, and deliver a short form of Lease in reasonable form. Recording probating, and like charges and any stamp or like tax shall be paid by the Lessee. Notwithstanding the recording or lack of recording thereof, Lessee shall pay any stamp tax required in connection with this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR:

Rebecca E. Coch
Rebecca E. Coch
(Printed Name of Witness)

Teresa W. Wilson
TERESA W. WILSON

U. M. Rothwell
U. M. Rothwell
(Printed Name of Witness)

LESSEE:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Joan M. Gagnon
JOAN M. GAGNON
(Printed Name of Witness)

J. H. Cooper
J. H. COOPER
Its Chairman

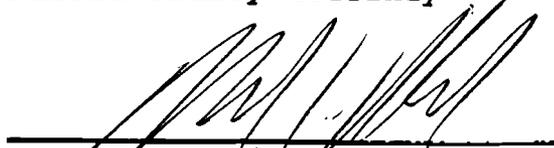
Brenda K. Linville
Brenda K. Linville
(Printed Name of Witness)

ATTEST:

J. M. Oxley Jr.
J. M. "CHIP" OXLEY JR.
Its: Ex-Officio Clerk

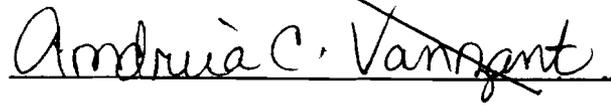
(Signatures continue on next page)

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by J. H. COOPER, as Chairman
of the Board of County Commissioners of Nassau County, Florida, who
is personally known to me or who has produced personally known
as identification and who did take an oath.



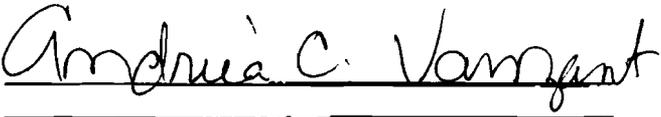
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

ANDRIEA C. VANZANT
Notary Public, State of Florida
My comm. expires June 17, 2002
Comm. No. CC 752113



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by TERESA W. WILSON, a
married person, who is personally known to me or who has produced
personally known as identification and who did take
an oath.



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

ANDRIEA C. VANZANT
Notary Public, State of Florida
My comm. expires June 17, 2002
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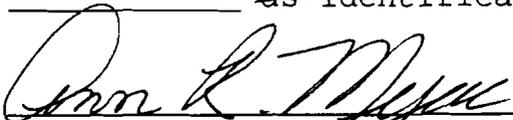
Approved ~~as to form~~ by the
Nassau County Attorney

MICHAEL S. MULLIN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by J. H. COOPER, as Chairman
of the Board of County Commissioners of Nassau County, Florida, who
is personally known to me ~~or who has produced~~ _____
~~_____ as identification~~ and who did take an oath.



ANN R. MYERS

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



Ann R. Myers
MY COMMISSION # CCS22648 EXPIRES
January 3, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA .

COUNTY OF NASSAU

~~The foregoing instrument was acknowledged before me this _____
day of _____, 1999, by TERESA W. WILSON, a
married person, who is personally known to me or who has produced
_____ as identification and who did take
an oath.~~

~~_____

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:~~

LEASE AGREEMENT

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Legislature. This Lease is subject to the availability of funds appropriated by the Florida Legislature. If the Legislature does not fund this program in any year, the Lease shall be terminated, and Lessee's obligation shall only be for a two (2) month rental amount beyond the vacation date of the premises.

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Lessor pursuant to said Lease, or Lessee may, if it elects to do so, bring suit for applicable damages.

Section 10. DAMAGE AND DESTRUCTION. In the event damage due to any peril not covered by Lessee's insurance, or in the event of damage, regardless of the cause and (a) the Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises or (b) Lessor may elect either to repair or rebuild the Premises or the portion of the building of which the Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor is require or elects to repair the Premises as herein provided, Lessee shall repair or replace its trade fixtures, furniture, furnishings, floor and wall coverings, ceiling-hung lighting and other adornments, special equipment and other items of construction and personal property which Lessee is required to have in order to commence operation. Lessee shall have the option to terminate, if repair by the Lessor shall exceed ninety (90) days, if such repairs are capable of accomplishment within said ninety (90) day period.

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Lease, Lessor shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remainder of the Premises a complete architectural unit. If more than twenty-five percent (25%) of the gross leasable area of the Premises shall be so taken, then this Lease shall terminate with respect to the part so taken from the date possession shall be so taken by such public authority and Lessee shall pay Rent, Percentage Rent, and Additional Rent up to that date with an appropriate refund by Lessor such amounts thereof as may have been paid in advance for a period subsequent to the date of the taking.

Section 13. WAIVER. No waiver of any condition or legal right or remedy shall be implied by the failure of Lessor to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Lessor.

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Section 15. ENTIRE AGREEMENT. This Lease and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions, and understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by them. Lessee agrees that Lessor and its agents have made no representations or promises with respect to the Premises or the building or property of which the same are a part except as herein expressly set forth.

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Section 18. RECORDING. The parties hereto agree that upon request of either party, each will execute, acknowledge, and deliver a short form of Lease in reasonable form. Recording probating, and like charges and any stamp or like tax shall be paid by the Lessee. Notwithstanding the recording or lack of recording thereof, Lessee shall pay any stamp tax required in connection with this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR:

Deborah E. Coch
Deborah E. Coch
(Printed Name of Witness)

Teresa W. Wilson
TERESA W. WILSON

Cardack M. Rothwell
Cardack M. Rothwell
(Printed Name of Witness)

LESSEE:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Joan M. Gagnon
JOAN M. GAGNON
(Printed Name of Witness)

J. H. Cooper
J. H. COOPER
Its Chairman

Brenda K. Linville
Brenda K. Linville
(Printed Name of Witness)

ATTEST:

J. M. "CHIP" OXLEY JR.
J. M. "CHIP" OXLEY JR.
Its: Ex-Officio Clerk

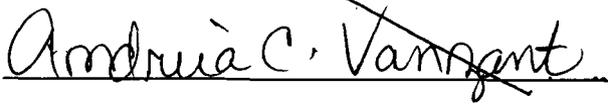
(Signatures continue on next page)

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by J. H. COOPER, as Chairman
of the Board of County Commissioners of Nassau County, Florida, who
is personally known to me or who has produced personally known
as identification and who did take an oath.



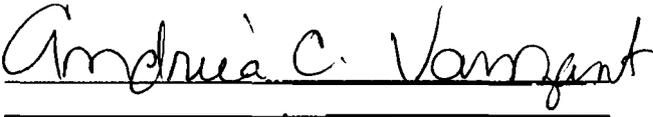
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

ANDRIEA C. VANZANT
Notary Public, State of Florida
My comm. expires June 17, 2002
Comm. No. CC 752113



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by TERESA W. WILSON, a
married person, who is personally known to me or who has produced
personally known as identification and who did take
an oath.



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

ANDRIEA C. VANZANT
Notary Public, State of Florida
My comm. expires June 17, 2002
Comm. No. CC 752113



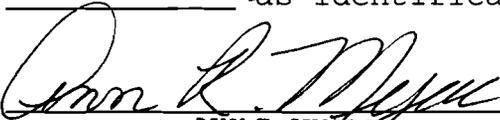
Approved ~~as~~ to form by the
Nassau County Attorney

MICHAEL S. MULLIN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st
day of October, 1999, by J. H. COOPER, as Chairman
of the Board of County Commissioners of Nassau County, Florida, who
is personally known to me ~~or who has produced~~ _____
~~as identification~~ and who did take an oath.



ANN R. MYERS

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



Ann R. Myers
MY COMMISSION # CC522646 EXPIRES
January 3, 2000
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF NASSAU

~~The foregoing instrument was acknowledged before me this _____
day of _____, 1999, by **TERESA W. WILSON**, a
married person, who is personally known to me or who has produced
_____ as identification and who did take
an oath.~~

~~_____

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:~~