

RESOLUTION NO. 2006- 155

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF TWO LEASE AGREEMENTS FROM NORTH BEACH INVESTMENT, INC. AND TOMMY TAYLOR AND NORTH BEACH INVESTMENT, INC AUTHORIZING LEASE OF LAND TO ST. JOHNS COUNTY FOR A PUBLIC BOAT RAMP AND PARK, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LEASE AGREEMENTS ON BEHALF OF THE COUNTY, AND INSTRUCTING THE CLERK OF COURT OF ST. JOHNS COUNTY TO FILE THE LEASE AGREEMENTS IN THE OFFICIAL RECORDS OF THE COUNTY.

RECITALS

WHEREAS, the Lease Agreements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, are between North Beach Investment, Inc and Tommy Taylor and St. Johns County and North Beach Investment, Inc. and St. Johns County to lease land in Block 47 and Block 38 respectively of North Beach off Euclid Avenue; and

WHEREAS, the leases will provide the County with a site that can readily be developed into a boat ramp and park facility; and

WHEREAS, it is in the best interest of the County to accept these Lease Agreements to provide for much needed public boat ramp access for County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the Lease Agreement attached hereto and authorizes the County Administrator to execute said lease.

Section 3. The Clerk of Court is instructed to file the original Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

RENDITION DATE 5/19/2006

ATTEST: Cheryl Strickland, Clerk

By: Robert L. Platt
Deputy Clerk



EXHIBIT "A"

LEASE

THIS LEASE is made as of the _____ day of _____, 2006, between **NORTH BEACH INVESTMENT, INC., a Florida corporation**, whose address for purposes of this Lease is 4125 Coastal Highway, St. Augustine, Florida 32084, and **TOMMY TAYLOR**, whose address for purposes of this Lease is ("Lessors") and **ST. JOHNS COUNTY, a political subdivision of the State of Florida** ("Lessee"), whose address for purposes of this Lease is 4020 Lewis Speedway, St. Augustine, Florida 32084.

RECITALS:

A. Lessor is the owner of certain real property located in St. Johns County, Florida and more particularly depicted on Exhibit "A" attached hereto and incorporated by reference herein (the "Land").

B. Lessee desires to lease the Land from Lessor, and Lessor desires to lease the Land to Lessee, on the terms and conditions hereinafter described.

NOW THEREFORE, the parties hereto hereby covenant and agree:

1. DEMISED PREMISES AND PROPERTY RIGHTS.

a. Demised Premises. In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and the Lessee leases from the Lessor the Land, together with any and all appurtenances, rights, and privileges benefiting, belonging, or pertaining to the Land (all of the foregoing shall be hereinafter referred to as the "Demised Premises").

b. Relationship of Parties. This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and "tenant" only between Lessor and Lessee. This Lease is not intended nor shall it be construed to create a joint venture or partnership between the parties and neither party shall be the agent of the other for any purpose.

2. **TERM.** For purposes of this Lease, the term "Lease Year" shall mean each twelve (12) month period commencing on the Commencement Date (as that term is hereinafter defined). The term of this Lease shall be thirty (30) years, commence on _____, 2006 (the "Commencement Date") and terminate on _____, 2036, (the "Termination Date"). The period from and including the Commencement Date through and including the Termination Date is hereinafter referred to as the "Lease Term."

3. **RENT.** Rent shall be paid by Lessee to North Beach Investment, Inc. in annual installments ("Annual Rent"). Lessee shall pay North Beach Investment, Inc. the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as rent for the first Lease Year. During the first Lease Year, Lessee shall also pay Tommy Taylor the sum of Seventy-five Thousand and No/100 Dollars (\$75,000) as compensation for relocation. This one-time payment to Tommy Taylor for

business relocation is the only compensation or commitment Lessee will provide to this particular Lessor. The remaining rent payments and commitments will be provided to North Beach Investment, Inc. Lessee shall pay North Beach Investment, Inc. the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as rent for the second Lease Year. Thereafter, Annual Rent payable to North Beach Investment, Inc. hereunder shall be increased at the beginning of each Lease Year (beginning with the third Lease Year) during the term hereof, including any renewal or extension period, by 4% annually. The successive rent increases, year three and beyond, will be calculated by adding 4% to the previous year's rent. Annual Rent shall be paid on or before the first (1st) day of each and every Lease Year during said Lease Term in advance and without notice.

4. TAXES AND ASSESSMENTS.

a. Payment of Taxes and Assessments. During the Lease Term, Lessee shall pay as additional rent, when due, all real estate taxes and other assessments or charges of any kind or nature which may hereafter be imposed or assessed upon the Demised Premises and any improvements made thereon or any part thereof, and all taxes and assessments or charges of any kind or nature imposed or assessed upon fixtures, equipment, or other property installed in or brought onto the Demised Premises by or for the Lessee. All such taxes and assessments shall be paid by Lessee before any fine, penalty, interest, or costs may be added thereto for the nonpayment thereof, and shall be apportioned between Lessee and Lessor for the tax year in which the Term of this Lease shall begin, as well as for the tax year in which this Lease shall end. Lessee shall provide proof of payment of such taxes and assessments to Lessor within seven (7) days of payment.

b. Separation from Other Premises. Lessee shall use Lessee's best efforts to cause the Demised Premises and any improvements to be assessed and taxed separately and apart from all other premises. Until Lessee is successful, Lessor shall use its best efforts to obtain and forward to Lessee all tax bills and assessments applicable to the Demised Premises.

c. Insurance Premiums. As provided below, Lessee shall be required, at Lessee's sole cost and expense, to carry and maintain casualty insurance on the improvements located on the Demised Premises. The insurance premiums incurred by Lessee in carrying such insurance shall be referred to herein as the "Insurance Premiums."

d. Contest of Taxes. Lessor agrees that Lessee, after notice to Lessor, shall have the right, at Lessee's sole cost and expense, in the Lessor's and/or the Lessee's name, to contest the legality or validity of any of the taxes, assessments, or other public charges required to be paid by Lessee, but no such contest shall be carried on or maintained by Lessee after such taxes, assessments, or other public charges become delinquent unless Lessee shall have duly paid the amount involved under protest or shall procure and maintain a stay of all proceedings to enforce any collection thereof and any forfeiture or sale of the Demised Premises, and shall also provide for payment thereof together with all penalties, interest, cost, and expense by deposit of a sufficient sum of money or by a good and sufficient undertaking as may be required by law to accomplish such stay. Lessor agrees that it will, at the request of Lessee, and provided Lessee agrees to hold Lessor harmless for all costs incurred or damages suffered by Lessor, including reasonable attorneys' fees, execute or join in the execution of any instrument or document which

may be necessary and appropriate in connection with any such contest, except for bonds or undertakings. In the event any such contest is made by Lessee, Lessee shall promptly, upon final determination thereof adversely to Lessee, pay and discharge the amount involved or affected by any such contest, together with any penalties, fines, interest, costs, and expenses that may have accrued thereon. Any recovery of taxes as a result of Lessee's action hereunder shall belong solely to Lessee.

e. Failure to Make Payments. Failure of Lessee to make any payments of taxes or other assessments as required under this paragraph shall be deemed to be a breach of this Lease to the same extent and in the same manner as though Lessee had failed to pay Annual Rent when due.

5. **USE OF DEMISED PREMISES.** Lessee may use the Demised Premises for the purpose of operating a boat launch ramp and docks with associated parking, fishing, and picnic areas ("Lessee's Intended Use") provided such is made available for public use without charge or fee and such is not in violation of any applicable law, ordinance, or regulation of any governmental body having jurisdiction thereof. Lessee shall not use or suffer to be used the Demised Premises or any portion thereof for any commercial venture (whether owned and/or operated by Lessee or a third party) or any purpose or purposes other than those specified above without Lessor's prior written consent, which consent may be granted or withheld in Lessor's sole discretion. Lessee shall regularly police the Demised Premises to inhibit and/or suppress conduct by the public that is or may be a nuisance to neighboring property or in violation of any federal, state, or local law or ordinance, such as over flow parking on neighboring properties or along the rights-of-way of adjacent streets, the dumping of litter or trash on the Demised Premises and neighboring properties, late-night partying, excessive noise and/or loitering on the Demised Premises.

6. **UTILITIES.** Lessee shall be solely responsible for, and shall promptly pay, all charges for use or consumption for electricity, potable water, sewer, or any other utility services. Lessor shall not be liable in the event of any interruption in the supply of any utilities.

7. **ALTERATIONS.**

a. Exclusion of Warranties. THE DEMISED PREMISES ARE BEING LEASED BY LESSOR TO LESSEE "AS IS", WITHOUT ANY WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF HABITABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

b. Intended Improvements. After and only after Lessee has obtained all necessary building permits (including but not limited to permits issued by the County of St. Johns, the St. Johns River Water Management District, the Department of Environmental Protection and the Army Corps of Engineers), authorizations, filings, approvals, sign permits, concurrency determinations, and licenses required for any construction by Lessee, Lessee may, at its own cost and expense, obtain utility connections and construct on any part or all of the Demised Premises such boat ramps, docks, restroom facilities, buildings, parking areas, picnic areas, driveways, walks, landscaping, utility and water management systems, signage, and other improvements as Lessee may from time to time determine are necessary for Lessee's Intended

Use of the Demised Premises (collectively the "Intended Improvements"). Any and all Intended Improvements to the Demised Premises shall be constructed by Lessee in a thorough and workmanlike fashion and in accordance with all applicable laws, rules, regulations, and ordinances.

c. Required Improvements. Lessee shall construct and maintain a six foot tall vinyl privacy fence along the south and east side of the Leased portion of Block 47 in North Beach Subdivision, Map Book 3 Page 28 at approximately the existing tree line. Lessee shall also construct and maintain a six foot tall vinyl privacy fence along the south side of the East 125 feet of the North ½ of Block 47 North Beach, Map Book 3 Page 28. These fences shall be constructed at the same time Lessee constructs the Intended Improvements.

d. Access to Demised Premises. Public access to the Demised Premises shall be by way of Euclid Avenue only. No vehicular access shall be permitted from Myrtle or 10th Street.

e. Approval of Site Plan. Prior to the construction, alteration, or reconstruction of the Required Improvements or the Intended Improvements on the Demised Premises or the removal of trees having a circumference in excess of six inches measured two feet above the surface of the ground, the Lessee must submit to the Lessor for approval a site plan depicting vehicular access to the Demised Premises, anticipated tree removal, and all boat ramps, docks, restroom facilities, buildings, parking areas, picnic areas, driveways, walks, landscaping, drainage systems, signage and other improvements currently existing or to be constructed on the Demised Premises. The Lessor's approval of such site plan shall not be unreasonably withheld or delayed.

f. Mechanic's Liens. Lessee shall have no authority to subject the Demised Premises or any part thereof or any interest of Lessor therein to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or any part thereof or any interest of Lessor therein, by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record or transferred by bond or otherwise within thirty (30) days after notice by Lessor.

g. Notice to Contractors. Notice is hereby given to all persons furnishing labor or materials to or for Lessee that no mechanic's, materialmen's, or other lien sought to be taken on the Demised Premises shall in any manner affect the right, title, or interest of Lessor therein.

h. Ownership of Improvements. Upon the expiration or earlier termination of this Lease all improvements and fixtures constructed by the Lessee shall become the property of the Lessor. All trade fixtures, equipment, and furnishings installed by Lessee on the Demised Premises shall remain the property of the Lessee upon the expiration or earlier termination of this Lease; provided, however, that any of same remaining on the Demised Premises at the end of the Term of this Lease shall be deemed abandoned by the Lessee and be and become the property of the Lessor.

i. Permits and Licenses. Lessee, at its own cost and expense, shall apply for and prosecute with reasonable diligence, all necessary building permits (including but not limited to permits issued by the County of St. Johns, the St. Johns River Water Management District, the Department of Environmental Protection, and the Army Corps of Engineers), authorizations, filings, approvals, concurrency determinations, sign permits, and licenses required for any construction by Lessee. Lessor, without cost or expense to itself, shall cooperate with Lessee in securing building permits and authorizations necessary from time to time for any construction, alteration(s), or other work permitted to be done by Lessee under this Lease, but such cooperation by Lessor shall not be construed as consent to the filing of a construction lien or a notice of intention to file a construction lien or any claim relating thereto.

j. Environmental Issues. Lessee shall not use or permit the use of the Demised Premises for the unlawful generation, cultivation, storage, treatment, use, transportation, or disposal of any chemical, material, vegetation (such as oleander plants, for example), or other substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority, or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants, invitees, licensees, or visitors of the Lessor's property or any adjacent property. In the event of any unlawful generation, deposit, or disposal of any toxic or hazardous material during the term of this Lease on, at, upon, under, or from the Demised Premises, Lessee will remove, or cause to be removed, such unlawful material at its own expense and will indemnify Lessor for any loss, damage, or expense, including reasonable attorney fees, Lessor suffers as a result. The provisions of this subparagraph shall survive the termination of this Lease.

8. **SIGNS.** Lessee shall have the right to install, maintain, and replace on the Demised Premises such signs, in such locations as Lessor shall hereafter approve in Lessor's sole discretion, as Lessee may determine are necessary for Lessee's Intended Use of the Demised Premises and Lessee shall comply with any applicable requirements of the County of St. Johns and other governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. In spite of Lessor's reservation of approval, Lessor shall not unreasonably withhold approval of sign locations.

9. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign or sublease all or any portion of its interest in this Lease or the Demised Premises without the Lessor's prior written consent, which consent may be withheld by the Lessor in its sole and absolute discretion. Any assignment or subleasing permitted hereunder shall not relieve Lessee from its obligation under this Lease. Lessor shall have the right to assign its interest in this Lease without Lessee's consent, and any such assignment by Lessor shall relieve Lessor of any liability or obligation hereunder.

10. **MAINTENANCE AND REPAIRS.** Lessee shall be solely responsible for the maintenance and repair of all buildings and improvements located on the Demised Premises including, without limitations, all boat ramps, docks, restroom facilities, buildings, parking areas, picnic areas, drainage systems, paving and landscaping. Lessee shall maintain such buildings and improvements in a good condition and repair, normal wear and tear excepted, and shall not suffer or commit waste thereto. Lessee shall maintain such buildings and improvements in a

clean, safe and sanitary condition making reasonable efforts to insure that adequate receptacles for trash and garbage are maintained on the Demised Premises and appropriately emptied, that the Demised Premises are regularly policed for trash and litter, and that the exterior and interior of all buildings and improvements are regularly repaired, repainted or resurfaced to preserve the appearance and safe condition of such buildings and improvements against normal wear and tear and acts of vandalism and graffiti.

11. **INDEMNITY.** Except for losses, damages, and claims arising out of the acts or omissions of Lessor or Lessor's agents, contractors, and employees, Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Demised Premises or from any activity, work, or things done by Lessee in or about the Demised Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel acceptable to Lessor.

12. **INSURANCE.**

a. Lessee Liability Insurance. Lessee shall, at all times during the Lease Term and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Lessor against liability for injury to, or death of, any person, arising in connection with the construction of improvements on the Demised Premises and use, operation, or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and no/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to said Demised Premises or arising out of the use or occupancy thereof.

b. Lessee Insurance/Property Damage. At all times during the Lease Term hereof during and after construction of any improvements on the Demised Premises by the Lessee, the Lessee shall maintain in effect policies of property damage insurance covering: (i) the Demised Premises and all leasehold improvements (including any alterations, additions, or improvements as may be made by Lessee); and (ii) trade fixtures, and other personal property from time to time in, on, or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the Lease Term, providing protection against all perils including without limitation, fire, vandalism and malicious mischief (and "Builder's Risks" during construction). Lessee shall be entitled, at its option, to include in such policies a deductible provision of up to five percent (5%) per occurrence. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds of all insurance shall be paid to Lessor.

c. Policy Form. All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies with at least an A rating by A.M. Best (or the equivalent), qualified to do business in the State of Florida and reasonably acceptable to Lessor. Each policy shall name Lessor and at Lessor's request any mortgagee of Lessor, as an additional

insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Lessor by Lessee at least ten (10) days prior to Lessee's occupancy of the Demised Premises. No such policy shall be cancelable except after thirty (30) days prior written notice to Lessor and Lessor's mortgagee. Lessee shall furnish Lessor with renewals or "binders" of any such policy at least thirty (30) days prior to the expiration thereof. Lessee agrees that if Lessee does not maintain such insurance, Lessor may (but shall not be required to) procure said insurance on Lessee's behalf and charge the Lessee the premiums, plus a five percent (5%) handling charge, payable upon demand.

d. Waiver of Subrogation. All insurance policies carried by Lessee covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the Lessor.

13. **DAMAGE AND RESTORATION.** If, at any time after the execution of this Lease, the buildings and improvements located on the Demised Premises, or any portion thereof, should be damaged or destroyed by any casualty, Lessee shall promptly commence, and with due diligence complete, the repair, reconstruction, or restoration of such buildings and improvements so far as practicable to the condition in which they were immediately prior to such casualty. The previous sentence to the contrary, if such casualty occurs in the last six (6) months of the Lease Term, then the Lessee shall not be required to repair and restore the improvements so damaged. In the event of any such damage, Lessee shall remove all trash and debris caused by such casualty and restore the remainder of the building and improvements, so far as practicable to the condition in which they were immediately prior to such casualty. Any insurance proceeds remaining after the completion of all repairs and the restoration shall be the property of the Lessor. In no event shall (i) there be an abatement of rent or (ii) this Lease be terminated, as a result of any such casualty.

14. **EMINENT DOMAIN.**

a. Total Condemnation. If the whole of the Demised Premises shall be taken for a public or quasi-public use or purpose under power of eminent domain, the term of this Lease shall terminate as of the date actual possession thereof shall be so taken by the condemning authority.

b. Partial Condemnation. If any portion of the Demised Premises shall be taken for a public or quasi-public use or purpose under the power of eminent domain and such partial taking may reasonably be construed to render the remainder of the Demised Premises unsuitable for Lessee's use, Lessee shall be entitled either to elect to cancel and terminate this Lease as of the date actual possession of said portion shall be so taken by the condemning authority, or to remain in possession of the remainder of the Demised Premises not so taken; provided, however, that Lessee shall give Lessor written notice of its said election within thirty (30) days after the date of transfer of title or possession, whichever occurs first, and failing so to do Lessee shall be deemed to have elected to remain in possession.

c. Abatement of Rent.

i. Minimum Annual Rent. If any portion of the Demised Premises shall be taken for a public or quasi-public use or purpose and Lessee shall elect or be deemed to have elected to remain in possession as hereinabove provided, or if the portion of the Demised Premises so taken shall not be so extensive as may reasonably be construed to render the remainder of the Demised Premises unsuitable for Lessee's use, then, and in either such event, the rent for the land constituting the Demised Premises shall be reduced in the same proportion which the number of square feet of in the Demised Premises so taken bears to the total number of square feet in the Demised Premises immediately prior to such taking of physical possession.

ii. No Other Abatement. Except for the abatement in the rent and other charges expressly hereinabove provided for there shall be no reduction, change, or abatement of any rental or other charge payable by or on the part of Lessee to Lessor hereunder, or in the method of computing, accounting for, or paying the same; and in no event shall there be any reduction, change, or abatement of any rental or other charge whatsoever hereunder until such time as there shall have been an actual taking of physical possession of a portion of the Demised Premises.

d. Separate Awards. No provision contained in this Lease shall operate so as to prevent Lessor or Lessee from recovering full compensation and damages as provided by Florida law on account of an acquisition or taking by a public or quasi-public authority. Lessee shall be entitled to business damage claims, relocation expenses, and claims for loss of trade fixtures occasioned by the taking, as provided under Florida law.

e. Effect of Termination. In the event this Lease is canceled or terminated pursuant to any of the provisions of this paragraph, all rent and other charges payable on the part of Lessee to Lessor hereunder shall be paid either as of the date upon which possession shall be taken by the condemnor or as of the date upon which Lessee ceases to occupy the Demised Premises, whichever last occurs; and the parties shall thereupon be released from all further liability hereunder, except that Lessor shall make a refund to Lessee of any unearned, unused, or unappropriated advance rental theretofore paid by Lessee to Lessor hereunder.

f. Voluntary Sale. A voluntary sale of all or any part of the Demised Premises by Lessor to any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this paragraph.

15. **DEFAULT BY LESSEE/REMEDIES.**

a. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

i. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder as, and when, due.

ii. The Lessee defaults in the performance of any of the covenants, agreements, and obligations of Lessee under the terms and conditions of this Lease (other than a default that is otherwise the subject matter of any other subparagraphs in this subparagraph) and such default is not curable, or if curable, continues for a period of thirty (30) days after notice of such default is delivered by Lessor to Lessee; provided, however, if such non-performance or violation may not reasonably be cured within such thirty (30) day period, a default shall not be deemed to have occurred so long as same shall be diligently and continuously endeavored to be cured. Notwithstanding the foregoing, it shall be a default if such non-performance or violation has not been cured within ninety (90) days after notice thereof.

b. Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

i. Terminate this Lease and retake possession upon the Lessor's own account, terminating all further liability and rights of the Lessee (with the exception of any outstanding rent or other sums due Lessor at the time of such termination) under the terms of this Lease;

ii. Not terminate this Lease, but hold the Lessee liable for all rent as it comes due under the terms of this Lease (or as may be accelerated if elected by Lessor pursuant to the terms of this Lease);

iii. Retake possession of the Demised Premises for the account of the Lessee, holding the Lessee liable for the difference between the rent stipulated to be paid (whether such rent comes due as stipulated in this Lease or upon acceleration under the terms of this Lease) under this Lease and what the Lessor is able to actually recover from reletting. Lessor and Lessee specifically agree that Lessor shall not be liable for repayment back to Lessee of any sums actually received from reletting in excess of the rent stipulated to be paid under this Lease. Any such sums received by Lessor shall first be applied to any expenses incurred or to be incurred by Lessor in reletting the property, including without limitation brokerage commissions and tenant improvements, then to payment of attorneys' fees and costs incurred or to be incurred by Lessor, then to outstanding rent at the date of default under the terms of this Lease, then to any rent payable either as such rent comes due as stipulated in this Lease or upon acceleration under the terms of this Lease;

iv. Accelerate all sums due under the terms of this Lease. Upon such acceleration, all rent and any other sums payable by Lessee directly to Lessor or by Lessee to others on behalf of Lessor or for Lessor's benefit under the terms of this Lease, shall be added to arrive at a total accelerated sum due;

v. All other remedies permitted in law or in equity.

16. **SUBORDINATION AND NON-DISTURBANCE.**

a. Subordination and Non-Disturbance. This Lease, and the rights of the Lessee hereunder shall be at all times, and is hereby made subject and subordinate to any mortgage now or hereinafter encumbering Lessor's fee simple interest in the Demised Premises. Upon written request by Lessor, Lessee shall execute and deliver an agreement evidencing such subordination of this Lease to any mortgage upon the Demised Premises. The other provisions of this paragraph to the contrary notwithstanding, such subordination shall be upon the express condition that the validity of this Lease shall be recognized by the mortgagee, and that, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, Lessee's possession and right of use under this Lease in and to the Demised Premises shall not be disturbed by such mortgagee unless and until Lessee shall default in the performance of its obligations hereunder and this Lease or Lessee's right to possession hereunder shall have been terminated in accordance with the provisions of this Lease.

b. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage covering Lessor's interest in the Demised Premises, and such holder takes possession of the Demised Premises, either as the result of foreclosure of such mortgage or by accepting a deed to the Demised Premises in lieu of foreclosure, or the Demised Premises shall be purchased at such a foreclosure by a third party, and such holder or third party shall furnish Lessee satisfactory evidence that it has acquired title to the Demised Premises subject to no liens or encumbrances superior to this Lease, other than taxes not yet due and payable and those matters referenced herein, Lessee shall attorn to such holder or third party and recognize it as its lessor under this Lease, and such holder or third party will in such event recognize and accept Lessee as its lessee hereunder, whereupon this Lease shall continue in full force and effect as a direct lease between such holder or third party and Lessee for the term of this Lease and such holder or third party shall, henceforth, be subject to all of the terms of this Lease and perform all of the obligations of Lessor hereunder with the same force and effect as if it were originally named as Lessor hereunder.

c. Agreement to Obtain. At Lessee's request, Lessor further agrees that, it shall endeavor to obtain a written non-disturbance and attornment agreement from any mortgagee, lienholder, trustee, or encumbrancer whose interest shall be prior to this Lease as of the Commencement Date and Lessor shall furnish Lessee with a copy of such agreement. Said non-disturbance agreement shall expressly provide, inter alia, that (i) the parties thereto are executing such agreement for the benefit of Lessee herein; and (ii) so long as Lessee shall be not then in default under this Lease, no action or proceeding shall be taken at any time during the Lease Term or any extension thereof, which shall disturb Lessee's possession, quiet enjoyment, or any other beneficial use of the Demised Premises as provided for in this Lease.

17. **ESTOPPEL CERTIFICATES.** Lessee shall at any time and from time to time, upon not less than thirty (30) days prior written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing certifying certain facts including, without limitation, that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental, and other charges, if any, are paid in advance, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, and

no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Lessor hereunder, or specifying such defaults, events, or conditions, if any are claimed. It is expressly understood and agreed that any prospective purchaser or encumbrancer of all or any portion of the Demised Premises shall be entitled to rely upon any such statement. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (i) this Lease is in full force and effect without modification except as may be represented by Lessor; (ii) that there are no uncured defaults in Lessor's performance; and (iii) that not more than the current month's Monthly Rent has been paid.

18. **QUIET ENJOYMENT.** Lessee, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject nevertheless to the terms of this Lease and to any covenants, conditions, restrictions, and easements appearing in the public record prior to the date of this Lease.

19. **FORCE MAJEURE.** Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, insurance proceeds, or financing, or through acts of God.

20. **END OF TERM.** At the expiration of this Lease, Lessee shall surrender to the Lessor the Demised Premises clean and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. At the expiration of this Lease, Lessee shall also surrender to the Lessor all improvements, whether Required or Intended, to the Demised Premises in good order and repair and in a safe, clean, and tenantable condition. Before surrendering the Demised Premises, Lessee may remove all its personal property, trade fixtures, decorations, and signage and shall repair any damage caused thereby. Lessee's obligations to perform this provision shall survive the end of the term of this Lease.

21. **HOLDING OVER.** Any holding over after the expiration of the Lease Term shall be construed to be a tenancy from year to year, but Lessee shall also be bound by all of the terms herein specified so far as applicable, except that Annual Rent shall be increased to two hundred percent (200%) of the Annual Rent in effect upon the expiration of the Term of this Lease.

22. **NO WAIVER.** Failure of Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the party purporting to waive the provision in question.

23. **NOTICES.** Any notice, demand, request, or other instrument which may be or required to be given under this Lease shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed

delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

24. **RECORDING.** The parties will at any time, at the request of either one, promptly execute an instrument, in recordable form, which will constitute a Memorandum or Short Form of Lease, setting forth a description of the Demised Premises, the term of this Lease, and other relevant portions thereof, excepting the rental provisions, as either party may request. Either party may, at its own cost and expense, record such Memorandum or Short Form thereof.

25. **SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their permitted legal representatives, successors and assigns, and any sale by Lessor of the fee title to the Demised Premises shall be subject to, and include, this Lease provided the same is not in default at the time of such sale.

26. **ENTIRE AGREEMENT.** This Lease and the Exhibits hereto, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Lessor to Lessee. It is herewith agreed that this Lease contains no restrictive covenants in favor of Lessee. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners, or co-tenants between Lessor and Lessee; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **BROKERAGE COMMISSION.** Lessor and Lessee represent and warrant to each other that neither Lessor nor Lessee has engaged or employed any real estate broker, agent, or other intermediary in connection with this Lease. Lessor shall and does hereby indemnify, defend, and hold Lessee harmless from and against any and all claims, demands, actions, and judgments of any and all brokers, agents, and other intermediaries alleging a commission, fee, or other payment to be owing by reason of Lessor's dealings, negotiations, or communications in connection with this Lease or the demise of the Demised Premises. Lessee shall and does hereby indemnify, defend, and hold Lessor harmless from and against any claims, defenses, actions, and judgments of any brokers, agents, and intermediaries alleging a commission, fee, or other payment to be owing by reason of Lessee's dealings, negotiations, or communications in connection with this Lease or the demise of the Demised Premises. This paragraph shall survive the termination or expiration of this Lease.

29. **LIMITATION ON LIABILITY.** Notwithstanding anything to the contrary herein provided, each and every term, covenant, condition, and provision of this Lease is hereby

made specifically subject to the provisions of this paragraph. The term "Lessor" as used in this Lease means only the owner or lessor for the time being of the Demised Premises, so that in the event of any conveyance of the fee simple interest of the Demised Premises, Lessor shall be entirely freed and relieved of any and all obligations of Lessor hereunder thereafter accruing, and it shall be deemed without further agreement between the parties and such grantee(s) that the grantee has assumed and agreed to observe and perform all obligations of Lessor hereunder. Anything in this Lease to the contrary notwithstanding, Lessor shall have no personal liability for any damages resulting from its default under the terms of this Lease, and Lessee agrees that it shall look solely to the estate and property of the Lessor in the Demised Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants, and conditions of this Lease to be observed and/or performed by Lessor, and no other assets of the Lessor shall be subject to levy, execution, or other procedures for the satisfaction of Lessee's remedies.

30. **RADON GAS DISCLOSURE.** 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 your county public health unit.

31. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

32. **RIGHT OF FIRST REFUSAL.** The term "Right of First Refusal" shall mean the exclusive right to purchase the Real Property, before all others, at the same price and on the same terms (except as otherwise provided herein) at which the Lessor (North Beach Investment, Inc.), in good faith, intend to accept from a bona fide (made in good faith without fraud or deceit) purchaser. The Lessor hereby conveys to Lessee a Right of First Refusal as so described in partial return for the consideration of the payments stated herein. This Right of First Refusal shall remain in effect during the entire effective period of this lease, during which time the Lessor cannot (a) accept an offer to purchase the Real Property except if in writing; (b) accept an offer to purchase the Real Property if the deposit(s) on or the purchase price of the Real Property is payable in other than federal currency of the United States of America; or (c) accept an offer to purchase the Real Property except subject to this Right of First Refusal.

If Lessor receives an offer to purchase the Real Property which Lessor intends to accept, Lessor shall give Lessee notice thereof to which there shall be attached a photographic copy of the offer. Lessee shall have thirty (30) days after the giving of such notice to give Lessor written notice of its exercise of Lessee's Right of First Refusal. If Lessee exercises its Right of First Refusal, then all times allowed for performance as set forth in the offer to purchase shall date from the giving of Lessee's notice of exercise of Lessee's Right of First Refusal. Closing for the

sale of the Real Property shall be ninety (90) days following date of Lessee's exercise of its Right of First Refusal. If Lessee does not exercise Lessee's Right of First Refusal, then Lessor may sell the Real Property to the purchaser so named in such offer to purchase. Notwithstanding, if such sale is not consummated by Lessor with such purchaser within ninety (90) days following the time granted for Lessee to exercise Lessee's Right of First Refusal, then Lessee shall again have the Right of First Refusal before Lessor may sell to such purchaser or accept an offer from another bona fide purchaser.

33. **BOND PROCEEDS.** The Lessor acknowledges that the Intended Improvements and the Required Improvements may be financed by the Lessee with tax exempt bond proceeds and the Lessor will not knowingly take any action that may adversely effect the tax exempt status of such bonds.

SIGNATURES ON FOLLOWING PAGE

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

Signed, sealed, and delivered
in the presence of:

Name: _____

Name: _____

“LESSEE”

**ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida**

By: _____
BEN W. ADAMS, County Administrator

“LESSOR”

**NORTH BEACH INVESTMENT, INC., a
Florida corporation**

Tony Cubbedge
Name: Tony Cubbedge

Lisa Colee
Name: Lisa Colee

By: Frank D. Ulsina
Name: Frank D. Ulsina
Its: President

Candice mchone
Name: Candice mchone

Candice mchone
Name: Candice mchone

Tiffany Wilson
Name: Tiffany Wilson

TOMMY TAYLOR
By: Thomas Taylor
Name: Thomas Taylor
Its: _____

Exhibit "A"

Legal Description of Land

All of Block 47, except the East 125 feet of the North ½ of Block 47, North Beach, according to map or plat thereof recorded in Map Book 3, Page 28, of the public records of St. Johns County, Florida, together with that portion of vacated Bay Street lying to the west of said Block 47.

LEASE

THIS LEASE AGREEMENT, made and executed by and between **North Beach Investment Inc.**, whose address is 4125 Coastal Highway, St. Augustine, Florida 32084 ("Landlord"), and **St. Johns County**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the Property described in Exhibit "A" (the "Premises"), all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: _____

(B) NAME and ADDRESS OF LANDLORD:

North Beach Investment Inc.
4125 Coastal Highway
St. Augustine, Florida 32084

(C) NAME and ADDRESS OF TENANT:

St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32095

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public recreational purposes including, but not limited to, passive recreation purposes and boat ramp related recreation parking.

Prior to the construction, alteration, or reconstruction of the Required Improvements or the Intended Improvements on the Demised Premises or the removal of trees having a circumference in excess of six inches measured two feet above the surface of the ground, the Lessee must submit to the Lessor for approval a site plan depicting vehicular access to the Demised Premises, anticipated tree removal, and all parking areas, picnic areas, driveways, walks, landscaping, drainage systems, signage and other improvements currently existing or to be constructed on the Demised Premises. The Lessor's approval of such site plan shall not be unreasonably withheld or delayed.

Section 1.03: THE PREMISES.

The Premises shall consist of the parking areas as described in Exhibit "A". It is envisioned that the lease will be revised to include only the legal description of property needed for boat and trailer access and parking once the plans have been developed for the site.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the first day of _____, 2006.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for 1 year(s) beginning on the Commencement Date and expiring on _____, 2007 with twelve (12) month extensions at Landlord option.

Section 1.06: CONDITION OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.08: RENT.

Rent for the Lease Term shall be \$1 a year and all payments will be paid in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. See also Article 3 hereof.

Section 1.09: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the property in fee simple title and has full authority to enter into this Lease.

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual Recreation budget for payment on the Lease Agreement.

**ARTICLE 4
MAINTENANCE, OPERATION AND REPAIR**

Section 4.01: MAINTENANCE BY LANDLORD.

Landlord shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.

Section 4.02: MAINTENANCE BY TENANT.

Tenant, at Tenant's expense, shall keep the Premises, in good condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request. Tenant shall be permitted to remove trees, buildings and floating docks on the Leases Premises as needed to make improvements to the boat ramp and establish boat parking areas.

Section 4.03: SIGNS.

Tenant shall maintain its signs, decorations and lettering in good condition and repair.

Section 4.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 4.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises and improvements, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord.

**ARTICLE 5
INSURANCE**

Section 5.01: TENANT'S COVERAGE.

Tenant will maintain adequate liability insurance for the Leased Premises. The Landlord shall be named as an additional insured on the Tenant's liability policy.

Section 5.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance and Tenant shall be named as an additional insured on all liability policies.

**ARTICLE 6
DAMAGE AND DESTRUCTION**

Section 6.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence").

**ARTICLE 7
DEFAULT AND REMEDIES**

Section 7.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any annual installment of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 7.02: LANDLORD'S DEFAULT.

If Landlord fails to:

(i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
(ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default. Upon such default, the Tenant may terminate this Lease, the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages the cost of Tenants improvements on the property. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

ARTICLE 8 ASSIGNMENT AND SUBLETTING/RENTAL

Section 8.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.
Tenant covenants that it will not rent, lease or otherwise assign or sublet the Premises.

ARTICLE 9 HAZARDOUS SUBSTANCES

Section 9.01: HAZABDOUS SUBSTANCES.

(a) Neither Tenant, nor licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA "); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

ARTICLE 10 MISCELLANEOUS

Section 10.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 10.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Print Witness Name: _____

Print Witness Name: _____

Tenant:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

By: _____
Ben W. Adams, County Administrator

Print Witness Name: Tony Cabbage

Print Witness Name: Isa M. Caloe

Landlord:
NORTH BEACH INVESTEMENT, INC.

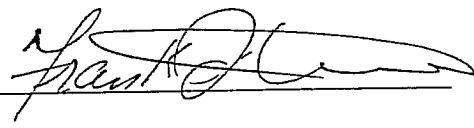
BY: 

Exhibit A

Legal Description of Land

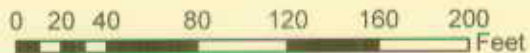
East 200 feet of the South ½ of Block 38, North Beach, according to map or plat thereof recorded in Map Book 3, Page 28, of the public records of St. Johns County, Florida.

Exhibit A



Usina Lease Parcels - Block 47

St. Johns County
Real Estate Division
(904) 209-0794
March 15, 2006



DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.

