

RESOLUTION NO. 2011- 320

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND LOWE'S HOME CENTERS, INC., TO SELL COUNTY-OWNED REAL ESTATE FOR THE PURPOSE OF INCREASING ECONOMIC DEVELOPMENT WITHIN ST. JOHNS, COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT TO PURCHASE ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, per Florida Statute Section 125.045(3), County government has the authority to sell County-owned property for a public purpose of economic development in attracting new business to the community; and

WHEREAS, per Florida Statute Section 125.35(3), the Board of County Commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property owned by the county; and

WHEREAS, per Florida Statute Section 125.35(3), at a regular business meeting on May 17, 2011, the Board passed Ordinance No. 2011-17, establishing procedures to negotiate to sell County property that promotes an economic development initiative when it is determined to be in the best interest of the public; and

WHEREAS, Lowe's Home Centers, Inc., approached the County to purchase the Health and Human Services Center property on U.S. 1 South for a future retail sales center; and

WHEREAS, an independent appraisal was performed by Lampe Roy & Associates, Inc., Jacksonville, which valued the property at Seven Million Eight Hundred Thirty-six Thousand Dollars (\$7,836,000.00); and

WHEREAS, Lowe's Home Centers, Inc. has presented to the County an Agreement to Purchase the Health and Human Services Center property for Eight Million Dollars (\$8,000,000.00); plus Two Hundred Fifty Thousand (\$250,000.00) payment for relocation reimbursement; and up to Four Hundred Twelve Thousand (\$412,000.00) payment for utility and impact fees for a new County building, see Exhibit "A" attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, Lowe's Home Centers, Inc. would not take control of the property for a period of two years during which time a new building will be constructed to house the departments and services occupying the facility; and

WHEREAS, the County will Lease the property from Lowe's for a two-year period for the sum of One Dollar (\$1.00), see attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, the past several years have been economically challenging and this opportunity presents itself as a positive public purpose economic development initiative and benefit for the County.

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 terms of the Agreement to Purchase and authorizes the County Administrator, or designee, to execute the original Agreement to Purchase, in substantially the form attached, and take all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original Agreement to Purchase in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of November, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 11/3/11



Exhibit "A"
to the Resolution

St. Augustine, FL

September 21, 2011

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE (the "AGREEMENT"), is made and entered into as of the date of the last execution hereof, which date is the ____ day of July, 2011, (the "Effective Date") by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, having an address of 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter referred to as the "SELLER"), and LOWE'S HOME CENTERS, INC., a North Carolina corporation (hereinafter referred to as the "BUYER"), (Seller and Buyer being sometimes also hereinafter referred to individually as a "Party" or collectively as the "Parties").

WITNESSETH:

THAT WHEREAS, Seller has warranted to Buyer that it is the owner of the Premises described hereinafter; and

WHEREAS, per Florida Statute Section 125.045, County government, as Seller, declares the sale of Premises constitutes a public purpose of economic development in attracting new business to the community; and

WHEREAS, intent of the sale is to provide for economic development and the construction of a retail shopping store.

WHEREAS, Buyer has requested to purchase and Seller has agreed to sell the Premises described hereinafter subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the payments to be made by Buyer hereunder and the mutual covenants, conditions and undertakings contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

1. DESCRIPTION OF REAL PROPERTY. Seller agrees to sell and Buyer agrees to purchase the real property which consists of a tract or tracts of land containing approximately 14.90 acres in the County of St. Johns, State of Florida, as described or shown upon the attached Exhibit "A" which is incorporated herein by reference (the "Premises"). This description of the Premises is subject to a boundary survey to be provided hereunder and shall include any improvements and personal property currently located thereon and all and singular the rights, privileges, advantages, and appurtenances belonging or in any way appertaining to the Premises, as well as all easements in or upon the Premises or benefitting the Premises and all roads, alleys, waters, streets, or rights-of-way bounding the Premises (to the centerline thereof), and rights of ingress and egress thereto, as well as any and all utility capacity, if any (to the extent transferable by Seller), including, without limitation, water, drainage, and sanitary sewer, and other utility capacities and rights relating thereto, affecting or applicable to the Premises and currently owned by Seller, as well as Seller's right, title and interest in and to all zoning and utility capacity applications, if any (and to the extent transferable by Seller), made to any governmental authority and all other inchoate rights affecting or applicable to the Premises (including, without limitation, any fees relating

thereto and the benefits resulting therefrom) and one hundred percent (100%) of the use and control of the surface of the Premises free and clear of the rights of the owners of any mineral interests or the lessees of any surface lease relating to the Premises, and all of Seller's rights, title and interest, if any, to the water rights associated with the Premises and all mineral interests in the Premises.

2. TIME FOR PERFORMANCE. Closing shall take place and the Seller shall convey the Premises to Buyer in accordance with the terms hereof at the earlier of:

(a) thirty (30) days following expiration of the Inspection Period (including any extensions) described in Paragraph 5 hereinafter; or

(b) ten (10) days following written notification by Buyer that all of the requirements set forth in Paragraphs 5, 6, 7, and 8 of this Agreement have been fulfilled to the full satisfaction and in the opinion of Buyer, unless this Agreement is terminated as otherwise herein provided (such date for closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

(c) Notwithstanding anything to the contrary in this Agreement, Buyer shall have the option in its sole and absolute discretion to extend the Closing Date for an additional thirty (30) days by giving written notice to Seller on or before the expiration of the Inspection Period as defined in Paragraph 5 of this Agreement. In addition, in the event the Closing Date falls during the period of November 1 through the last day of February, Buyer may extend the Closing Date to a date within thirty (30) days after the following March 1.

3. PURCHASE PRICE. The total purchase price for the Premises shall be Eight Million Dollars and No/100 (\$8,000,000.00); plus Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00) payment for relocation reimbursement; and up to Four Hundred Twelve Thousand Dollars and No/100 (\$412,000.00) payment for utility and impact fees for the new County building (These utility and impact fees are hereinafter referred to as the "County Impact Fee," which amount shall be determined under Paragraph 11.), for a total up to Eight Million Six Hundred Sixty-two Thousand Dollars and No/100 (\$8,662,000.00) (the "Purchase Price").

4. EARNEST MONEY DEPOSIT. Within five (5) business days following the Effective Date, Buyer shall deposit with Fidelity National Title (the "Title Company") as a partial payment of the Purchase Price and as earnest money to bind this Agreement, the sum of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) in cash (the "Deposit").

The Deposit shall be refunded to Buyer in the event Buyer elects to terminate this Agreement under the terms and conditions defined herein; otherwise, it shall be applied to the Purchase Price at Closing.

Notwithstanding anything contained herein to the contrary, in the event Buyer terminates this Agreement as permitted hereunder, Seller may retain from the Deposit the sum of One Thousand Dollars and No/100 (\$1,000.00) (herein called the "Independent Consideration"). The adequacy of the Independent Consideration is expressly acknowledged by Seller by Seller's execution of this Agreement. Notwithstanding any provision of this Agreement permitting the Buyer to terminate this Agreement and to

thereupon receive a return of the Deposit, if the transaction contemplated by this Agreement does not close in accordance with the provisions of this Agreement and such event is not the result of Seller's default or breach of this Agreement, the Independent Consideration shall be deemed nonrefundable to Buyer and immediately upon the occurrence of such event the Independent Consideration shall be disbursed by the Title Company to Seller.

5. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Buyer determines the Premises to be, in all respects, suitable for its intended purposes. The decision as to whether the Premises are suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both parties. Buyer shall have one hundred fifty (150) days or two hundred seventy (270) days, if extended under the provisions hereof, from Effective Date to notify Seller of its termination of this Agreement due to Buyer's determination in its sole discretion that the Premises are unsuitable (the "Inspection Period"). If Buyer fails to notify Seller of its decision to terminate this Agreement prior to the expiration of the Inspection Period, such failure shall be deemed an election by Buyer to terminate this Agreement and this Agreement shall automatically terminate. If Buyer so elects to terminate or is deemed to have elected, Seller and the Title Company shall be obligated to return the Deposit (less the Independent Consideration) to Buyer as provided in Paragraph 4 hereof, with neither Party having any other rights or obligations under this Agreement. Buyer acknowledges Seller is a political subdivision of the State of Florida and where permitted by law Seller will assist with approvals. Seller shall cooperate and assist Buyer in the obtaining of all permits, assurances, approvals from state, municipal, county and federal authorities necessary for Buyer to satisfy itself during the Inspection Period of the suitability of the Premises.

Subject to the indemnification provisions of Paragraph 9(b) hereof, Seller hereby grants to Buyer, its contractors, agents and employees, the right and license to go onto the Premises for the purpose of conducting surveys, tests, inspections, and evaluations and sampling which Buyer may require in its assessment and inspection of the Premises.

Buyer shall have the option to extend the Inspection Period for an additional one hundred twenty (120) days by giving written notice to Seller on or before the expiration of the Inspection Period.

6. SURVEY AND TITLE INSURANCE.

(a) Survey. Within sixty (60) days of the date hereof, Buyer shall cause to be prepared, at its expense, an on-the-ground, staked, ALTA survey of the Premises drawn in accordance with Buyer's survey requirements, which are attached hereto as Exhibit "B" and incorporated herein by reference (the "Survey"). The metes and bounds description of the Premises resulting from the Survey, if and as accepted by Buyer, shall upon such acceptance supersede and replace the description of the Premises set forth in Paragraph 1 hereof for all purposes hereunder and shall be the description of the Premises used in the Warranty Deed, and Owner's Policy of Title Insurance to be furnished hereunder. Additionally, said metes and bounds description should appear on the Survey plat and be incorporated

therein. The area defined by the boundary Survey of the Premises shall contain a minimum of 14.90 acres as delineated on the attached Exhibit "A".

(b) Title Insurance. Buyer shall be under no obligation to purchase the Premises from Seller unless Buyer can obtain from the Title Company, at Buyer's cost and expense, a commitment ("Title Commitment") and an extended ALTA owner's policy of title insurance satisfactory to Buyer for the Premises (Title Insurance Policy"). Buyer shall obtain the Title Commitment within sixty (60) days following the Effective Date. The Title Commitment shall identify the Premises and easements appurtenant thereto by the legal description(s) set forth on the Survey. The Title Insurance Policy to be issued pursuant to the Title Commitment shall contain, in Buyer's discretion, endorsements (unless prohibited by law) stating (i) all of the parcels comprising the Premises are contiguous (if the Premises is comprised of more than one parcel) and that the Premises is contiguous to any property containing easements appurtenants thereto, (ii) that the Premises abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the site plan provided by Buyer and (iii) such other endorsements as Buyer may reasonably require (the "Endorsements"). Seller hereby agrees to provide to the Title Company any abstracts of title covering the Premises and/or any other form of title evidence it may have obtained, including any owner's title insurance policy. Buyer's decision as to whether "satisfactory" title insurance can be obtained shall be in Buyer's sole discretion and shall not be subject to question by Seller. Seller shall cooperate fully with Buyer in helping Buyer to eliminate such exceptions from Buyer's Title Commitment as Buyer may desire eliminated, and further, Seller shall cooperate fully with Buyer in order for all requirements of Closing outlined in Buyer's Commitment to be accomplished in all respects, including, without limitation, customary owner's affidavits and indemnification agreements with respect to mechanics' liens, leasehold interests and other matters in favor of the Title Company as the Title Company shall reasonably require to issue the Title Insurance Policy.

(c) Review of Survey and Title Commitment. Buyer shall have a period of thirty (30) days from receipt of the Title Commitment, Survey and the documents referred to therein, whichever is later, in which to review such items and to deliver to Seller in writing such objections as Buyer may have to the Title Commitment, Survey, or the other documents referred to therein. Any matters in the Title Commitment, Survey, or the documents referred to therein to which Buyer does not object within the thirty (30) day period shall be deemed approved by Buyer and shall constitute "Permitted Exceptions." In the event Buyer does timely object to the Title Commitment, Survey, or the documents referred to therein as hereinbefore provided, then and in such event, Seller shall have the right, but not the obligation, for a period of fifteen (15) days (the "Cure Period") following the receipt by Seller of Buyer's objections to attempt to cure such objections. In the event Seller fails or refuses to cure such objections within such Cure Period, then, and in such event, Buyer may either (i) undertake to cure such objections, deducting the cost of such cure from the Purchase Price; (ii) waive such objections and proceed to close; or (iii) terminate this Agreement, whereupon, in the latter event, the Deposit shall be refunded and/or returned to

Buyer by the Title Company (except the Independent Consideration) in accordance herewith and the Parties hereto shall have no further rights or obligations hereunder except as may specifically survive under the express terms hereof. Buyer's election to cure or waive such objections or terminate this Agreement must be exercised within thirty (30) days following the expiration of the Cure Period, and Buyer's failure to exercise such election within the said thirty (30) day period shall be deemed an election by Buyer to terminate this Agreement and this Agreement shall automatically terminate.

(d) Changes in Title. In the event any additional matters appear in any updated Title Commitment, which were not contained in the original Title Commitment, such matters shall automatically be deemed unacceptable to Buyer and shall not constitute Permitted Exceptions unless Buyer expressly accepts in writing such additional matters.

Buyer reserves the right to terminate this Agreement and receive the return of the Deposit (less the Independent Consideration) at any time between expiration of the Inspection Period and Closing ("Intervening Period") if during such Intervening Period there shall occur any change in title condition which, in Buyer's sole judgment, materially adversely affects the Premises or Buyer's intended development and/or prospective use thereof.

7. ENTITLEMENTS. Buyer shall be under no obligation to purchase the Premises unless and until each of the following requirements of Buyer is satisfied (the "Governmental Approvals"):

(a) Governmental Approvals. Buyer must be able to obtain the appropriate Governmental Approvals without conditions or costs which Buyer deems, in its sole discretion, to be unacceptable. For purposes of this Paragraph 7, "Governmental Approvals" shall include all discretionary approvals and permits required by municipal, county, state and federal authorities to permit Buyer's intended use, including but not limited to the following: conditional use permits for Buyer's intended use; drainage or storm water management approvals; environmental and wetlands approvals; road and highway access and curb cut approvals; off-site improvements approvals required by any governmental entity or utility provider, impacts and exactions; fire protection approvals; architectural, historic preservation or other design or landscaping approvals; building permits for planned improvements including approval for the construction of utilities; and if and as required by any governmental entity, site plan, plat and development plan approvals and approvals of the elevations of Buyer's building to be constructed on the Premises (but not including obtaining building permits) and the expiration without challenge of all applicable periods to appeal or review such approvals and permits, but excluding the building permit related to Buyer's construction of improvements on the Premises. Buyer must have approved (i) all requirements imposed on Buyer as conditions to obtain such approvals and permits; and (ii) all charges and fees imposed on Buyer to obtain such approvals and permits.

(b) Zoning and Permits. Governmental Approvals shall also include the following requirements. The zoning classification of the Premises must permit Buyer's intended use. Buyer must have obtained all necessary permits, approvals and/or variances, free from (i) conditions and restrictions for which compliance would result in extraordinary costs of construction, development or use, the

determination of the such being in the sole discretion of Buyer, or (ii) restrictions on Buyer's ability to use any part of the Premises for Buyer's intended use. Seller shall cooperate and assist Buyer in the obtaining of all permits, assurances, approvals from state, municipal, county and federal authorities necessary for Buyer to satisfy itself during the Inspection Period of the suitability of the Premises.

(c) Cooperation in Obtaining Governmental Approvals. Buyer shall promptly commence efforts to obtain any and all such permits and approvals at its own expense. Seller shall cooperate with Buyer in this regard and shall, if requested to do so, execute such applications or requests as may be necessary for the owner of the Premises to execute and to provide any information privy to, known to, or in possession of Seller, which may be necessary or useful in completing applications or requests. Nothing herein shall obligate the Board of County Commissioners to rezone the property.

(d) Delays and Termination Right. Buyer shall have until the date one hundred fifty (150) days (or two hundred seventy (270) days, if extended at Buyer's election) after the Effective Date to notify the Seller of its termination of this Agreement due to Buyer's determination, in its sole and absolute discretion, that it has not obtained Governmental Approvals (or has obtained Governmental Approvals with conditions that in Buyer's sole and absolute discretion adversely impact on Buyer's Intended Use) (the "Governmental Approvals Period"). In such event, Seller and the Title Company shall be obligated to return the Deposit (except for the Independent Consideration) to Buyer, with neither party having any other rights or obligations under this Agreement. If, while in compliance with the requirements of this Agreement, Buyer shall experience delay in obtaining Governmental Approvals, Buyer will be entitled to, and may by written notice to Seller, elect one of the following:

(i) to extend the Governmental Approval Period and the Closing Date for a period not to exceed thirty (30) days to obtain the Governmental Approvals, and, if not obtained prior to the expiration of such thirty (30) day extension, to elect whether (ii), (iii) or (iv) below applies;

(ii) to further extend the Governmental Approval Period and the Closing Date by an additional thirty (30) days, as in (i) above;

(iii) to waive such Governmental Approvals and to close the transaction in accordance with the terms of this Agreement; or

(iv) to terminate this Agreement and to receive a refund of the Deposit, except for the Independent Consideration, in which event neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement, except as expressly provided herein; provided, however, that if Buyer elects to terminate this Agreement as a result of Seller's failure to diligently assist Buyer in obtaining the Governmental Approvals, Buyer's termination will be without prejudice to Buyer's right to sue Seller for damages suffered or incurred by Buyer as a result of Seller's breach hereof.

8. ADDITIONAL CONDITIONS TO CLOSING. Buyer shall have no obligation to Close on the transaction contemplated herein unless Buyer and Seller shall have by the Closing Date mutually agreed to a Lease, attached hereto as Exhibit "C," which shall allow Seller to remain in

possession and occupancy of the Premises for up to two (2) years at an annual rental of One Dollar (\$1.00) per year and upon such additional terms and conditions as set forth therein.

9. ENVIRONMENTAL DISCLOSURE, REPRESENTATIONS, INVESTIGATION AND WARRANTIES.

(a) Seller Disclosures. Within ten (10) business days after the Effective Date, Seller shall inform Buyer of any Hazardous Materials or Release, as defined hereinafter, to the best of Seller's knowledge, and of any underground structures or utilities which are or may be present on the Premises and Seller shall deliver to Buyer any documentation (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) Seller has within its possession or control regarding such conditions, structures or utilities. Seller shall immediately notify Buyer, in writing, of any Release, as defined hereinafter, or change to any environmental information previously given by Seller to Buyer, or Seller understands that Buyer needs this information in order to properly evaluate the Premises, to avoid damaging underground structures and utilities and to avoid causing, contributing to or exacerbating the Release of a Hazardous Substance in the course of its investigations.

(b) Buyer Indemnification. Buyer agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Premises caused by Buyer's investigations or testing, at Buyer's expense. Buyer also agrees to indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Buyer's negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Premises, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees, to the extent allowed by Florida law, to indemnify and hold Buyer harmless from all costs, expenses and liabilities arising in connection with environmental conditions, Hazardous Materials Release or underground structures or utilities that were not disclosed to Buyer as provided in this paragraph.

Upon expiration of the Lease described in Exhibit "C," Buyer agrees to (i) raze the building; (ii) pay any and all fees for transportation and disposal of any contaminated materials related thereto; and (iii) obtain a no further action letter (in a form reasonably satisfactory to Buyer) regarding any underground storage tanks removed from the Premises.

(c) Seller Environmental Representations and Warranties. Seller has provided Buyer with all known reports related to the environmental condition of the property.

(i) Definitions. For purposes of this Paragraph 9 and this Agreement: "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be

enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste. Without limiting the generality of the foregoing, the term "Hazardous Materials" shall include:

"Hazardous Substances as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;

"Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

Materials as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

"Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

"Governmental Authorities" means the United States, the State of Florida and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing of Hazardous Materials into the environment.

Seller further agrees to execute any documents as may be required by Buyer at the Closing to evidence the continued effectiveness of the warranties, representations and covenants contained within this Paragraph 9.

10. POSSESSION. Buyer and Seller agree that Seller shall remain in possession and occupancy of the Premises under the terms and conditions of the Lease for a period up to two (2) years following Closing.

11. CLOSING. At the Closing Seller shall prepare and deliver at its cost a County deed, per Florida Statute Section 125.411, acceptable to Buyer conveying the Premises to Buyer, and shall state that Seller has conveyed unto Buyer and its successors and/or assigns the Premises in fee simple title. Title to the Premises at Closing shall be marketable and good of record. Buyer shall pay the Purchase Price, less the County Impact Fees if Seller has not provided copies of paid receipts at the Closing. If not paid at the Closing, the County Impact Fees shall be due and payable ten (10) business days after the Seller submits copies of payment receipts, establishing the final amount of the County Impact Fees.

At the Closing the Parties shall execute the settlement statement prepared by the Title Company and such transfer tax forms as may be required by local or state requirements. In addition, on the Closing Date Buyer shall have the responsibility of paying all state, county or municipal transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Premises as well as any notary fees incurred. The cost of Title Insurance shall be allocated as set forth in Paragraph 6(b) and the cost of the Survey shall be allocated as set forth in Paragraph 6(a). The cost of recording the Deed shall be paid by Seller, and the cost of any escrow fees shall be shared equally by the Parties.

Seller and Buyer agree that Buyer may extend the Closing Date for up to an additional fifteen (15) days to (a) complete, obtain signatures, and deliver to Title Company all documentation necessary for Closing, or (b) complete any title examination necessary for Closing. This fifteen (15) day extension may extend beyond the time set in Paragraph 2.

Seller represents to Buyer that Seller has not employed nor engaged any real estate agents or brokers to be involved in this transaction. Buyer's broker, Jonathan Schwartz of Tandem Development Group, LLC, shall be paid \$100,000 commission by Buyer at Closing.

12. ASSIGNMENT BY BUYER. This Agreement and the rights, duties, interests, and obligations of Buyer hereunder may not be assigned by Buyer, unless assigned to a subsidiary of Lowe's Home Centers, Inc., or another entity to be pre-approved by Seller, which would provide economic development in a timely manner. Seller agrees, based on the economic development intended use pursuant to Florida Statute Section 125.045, such approvals would not be unreasonably withheld.

13. NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a widely recognized national overnight

courier service or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

To Seller: St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attention: Mary Ann Blount

and to Buyer: Lowe's Home Centers, Inc.
P.O. Box 1111
(1605 Curtis Bridge Road, Wilkesboro, NC 28697)
North Wilkesboro, North Carolina 28659
Attention: Real Estate (RES-7-N)

cc: Lowe's Home Centers, Inc.
P.O. BOX 1000
(1000 Lowe's Boulevard, Mooresville, NC 28697)
Mooresville, NC 28115
Attention: Legal Department (NB6LG)

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery or three (3) days after deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, either Party may from time to time at any time change its mailing address hereunder.

14. DESTRUCTION, CONDEMNATION. In the event of any material damage to or destruction of the Premises or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof of the Premises or any portion thereof by anyone having the power of eminent domain), Buyer shall, by written notice to Seller delivered within fifteen (15) days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Buyer's obligations under this Agreement, whereupon the Deposit, except for the Independent Consideration, shall be returned to Buyer and this Agreement shall become null and void and no Party shall have any right, duty or obligation under this Agreement, or (ii) consummate the purchase of the Premises. If Buyer fails to notify Seller of its election to either terminate this Agreement or consummate the purchase of the Premises as provided above, such failure shall be deemed Buyer's election to terminate this Agreement and this Agreement shall automatically terminate. If Buyer does not elect to terminate this Agreement, then Seller shall on the Closing Date pay to Buyer all insurance proceeds then received by Seller plus an amount equal to any deductible, or self insurance retention related to the casualty coverage, and all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of

Seller with respect to payment for damages and compensation on account of such damage, destruction or taking.

Seller will not settle any condemnation or eminent domain claim or proceeding nor receive any award or payment in connection with a change in the grade of any street, road, highway or avenue in respect of or in connection with the Premises without obtaining Buyer's prior consent in each case.

15. DEFAULT.

(a) Seller's Default. One of the purposes of this Agreement is to bind Seller to sell the Premises described in Paragraph 1. If the sale and purchase of the Premises contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, the Deposit, together with all interest earned thereon, shall be refunded to Buyer on notice by Buyer to the Title Company holding such Deposit, without prejudice to any other rights or remedies of Buyer hereunder, at law or in equity, which shall include that of specific performance.

(b) Buyer's Default. If the sale and purchase of the Premises contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Buyer, the Parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer as to any claims, injury or loss arising from or in connection with this Agreement: (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of such sums.

Buyer's initials _____

Seller's initials _____

(c) Notice and Cure. Before terminating this Agreement based upon a default, the non-defaulting Party shall give the defaulting Party written notice in accordance with Paragraph 13 hereof. The defaulting Party shall have ten (10) days from the receipt of such notice to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting Party may pursue its termination rights.

16. EASEMENTS AND RIGHTS-OF-WAY. Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, contracts for work, or other agreements affecting the Premises, or the title thereto, without first obtaining the prior written consent of Buyer. Buyer acknowledges that a public right-of-way of _____ feet exists on the premises as

depicted in Resolution No. 2006-71 and said public right-of-way was named Bartola Genovar Road by Resolution No. 2009-24. Buyer further acknowledges that said public right-of-way will be conveyed to Buyer as part of the overall conveyance of the premises. Prior to issuance of the Certificate of Occupancy Buyer shall convey back to the Seller a public right-of-way that provides connectivity through access from U.S. Highway 1 to Old Moultrie Road. At no time shall the road name be altered or changed from Bartola Genovar Road.

17. WARRANTIES, REPRESENTATIONS AND COVENANTS TO SURVIVE CLOSING.

The warranties, representations and covenants made by the Parties shall survive the Closing contemplated by this Agreement and the Closing Date and shall continue in full force and effect without termination. Also, wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or grant certain easements or other rights where the context of the Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants expressed herein shall survive Closing and continue to bind Seller and Buyer. In addition, the warranties, representations and covenants made by the Parties shall survive the Closing of the purchase of the Premises and shall continue to bind Seller and Buyer.

18. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Premises, Seller warrants, represents and covenants to Buyer, as follows:

(a) Authority. Seller (i) is a lawfully constituted county, recognized in 1821 under the laws of the United States of America, currently duly organized and validly existing under the laws of the State of Florida; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

(b) Title and Characteristics of Premises. Seller as of the Effective Date owns the Premises in fee and has marketable, good title of public record and in fact, and the Premises at closing shall have the title status as described in Paragraphs 6 and 11 above.

(c) Conflicts. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Premises as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. On the Closing Date all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this

Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Premises as contemplated herein.

(d) Condemnation. Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof.

(e) Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Premises which does or will involve or affect the Premises or title thereto, to the extent permitted by law. Seller will defend, indemnify and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Premises, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty and/or representations hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

(f) Assessments and Taxes. No assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Premises and due on or prior to the Closing Date.

(g) Boundaries. (i) There is no dispute involving or concerning the location of the lines and corners of the Premises, and such lines and corners are clearly marked; (ii) to Seller's knowledge there are no encroachments on the Premises and no portion of the Premises is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Premises is located within a watershed area imposing restrictions upon use of the Premises or any part thereof.

(h) No Violations. To Seller's knowledge, there are no violations of state or federal laws, municipal or county ordinances, or other legal requirements with respect to the Premises. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations prior to the Closing affecting the Premises, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) Foreign Ownership. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto,

and Buyer has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) Prior Agreements. No prior agreements, options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Premises, or any part thereof, which are effective as of the Effective Date.

(k) Mechanics and Materialmen. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Premises for which any person could claim a lien against the Premises and shall not have done any work on the Premises within one hundred eighty (180) days prior to the Closing Date.

(l) Patriot Act Representation. Neither the undersigned, nor any member, partner or shareholder of the Seller, nor any owner of a direct interest in the Seller (i) is listed on any Government Lists (as defined below), (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense (as defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (i) the criminal laws against terrorism; (ii) the criminal laws against money laundering; (iii) the Bank Secrecy Act, as amended; (iv) the Money Laundering Control Act of 1986, as amended; or (v) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit and aiding or abetting another to commit a Patriot Act Offense. For purposes hereof, the term "Governmental Lists" means (i) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"); (ii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or (iii) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America.

19. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

20. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday,

then such time period will be automatically extended through the close of business on the next following business day.

21. FURTHER ASSURANCES. The Parties agree that they will each take such steps and execute such documents as may be reasonably required by the other Party or Parties to carry out the intent and purposes of this Agreement.

22. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

23. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Buyer hereunder shall be deemed to be cumulative and may be exercised by Buyer at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Buyer shall have the right to choose to enforce any or all such rights, privileges or remedies.

24. AUTHORITY. The undersigned officers of Seller and Buyer hereby represent, covenant and warrant that all actions necessary by their respective members, managers, Boards of Directors, shareholders and/or partners, as applicable, will have been obtained and that they have been specifically authorized to enter into this Agreement and that no additional action will be necessary by Seller and Buyer in order to make this Agreement legally binding upon them in all respects. Buyer and Seller covenant to provide written evidence of compliance with this Paragraph 24 prior to or on the Closing Date.

25. SUCCESSORS AND ASSIGNS. The designation Seller and Buyer as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the Parties in order for the same to be binding upon the Parties.

27. LITIGATION. In the event of any litigation in relation to or in connection with this Agreement or the transaction contemplated hereby, the unsuccessful Party, in addition to all other sums that the unsuccessful Party may be required to pay, shall be required to pay all costs of court..

28. DISCLOSURE OF TAX ITEMS. Buyer and its employees, officers, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structures of this transaction or agreement and all materials or documents of any kind (including opinions or other tax analyses) that are provided to us relating to such tax treatment and tax structure.

29. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the Parties. It is understood that the relationship is an arms length one that shall at all times be and remain that of Buyer and Seller.

30. CONSTRUCTION OF DOCUMENT. Since the Parties hereto have participated in extensive negotiations in the drafting of the terms and provisions of this Agreement, the Parties agree that this Agreement shall be construed without regard to the identity of the person or party who drafted the various provisions and any rule of construction that the document is to be construed against the drafting party shall not be applicable.

31. CONFIDENTIALITY. Until the Closing or earlier termination of this Agreement, Seller agrees to maintain this Agreement and the information in this Agreement as confidential, and will not disclose such information to any other person without the prior written consent of Buyer, to the extent permitted by law. However, Seller may disclose such confidential information to its legal counsel, broker, to other professional advisors or consultants of Seller, to the Title Company and surveyor, to governmental authorities in seeking to obtain permits, approvals and licenses, and as required by law or legal process or to perform under this Agreement. Seller, as a political subdivision of the State of Florida, must comply with the Public Records law per Florida Statute Section 119.

32. INCENTIVES. Seller represents and warrants to Buyer that: (i) Seller has not applied for, (ii) Seller has not received or been approved to receive, and (iii) without Buyer's prior written consent, Seller shall not apply for or receive in the future any Incentives (defined below) from any governmental or quasi-governmental authority (including, without limitation, business districts or special improvement districts) attributable to or in connection with development of the Premises or the Shopping Center. For purposes of this section, "Incentives" shall include, to the extent available under state or local laws, grants, tax credits or tax exemptions attributable to Buyer's employment, sales tax, real estate tax payments or payment of site work costs, incentive financing, tax rebates, tax abatements, fee waivers or reductions, or similar financial incentives. Buyer will not consent to provide any sales or valuation information regarding its proposed store to any party. If in the future Seller desires to apply for any Incentives, Seller shall first obtain Buyer's written consent to do so and shall provide Buyer with copies of all applications and other submissions and information related thereto. Seller shall not make any representations to any party about the future performance of Buyer's proposed store in connection with any Incentives, including but not limited to sales, construction costs, real estate value or employment. In the event any Incentive is obtained by Seller, the benefit of such Incentive shall be shared equitably between Seller and Buyer (for example, by offset of amounts due Seller for site work costs). For the purpose of this provision, Seller includes any person or entity which has legal or practical control of or is controlled by Seller.

33. 1031 TAX-FREE EXCHANGE.

(a) Seller's Exchange Cooperation. If requested to do so by Buyer, Seller shall cooperate in a simultaneous or deferred exchange by transferring the Premises to a third party (also an

"Exchange Facilitator"), should Buyer assign this Agreement to the Exchange Facilitator. The assignment may take effect only simultaneously with the Closing under this Agreement, and in no event shall Buyer be relieved of any liability under this Agreement by reason of the assignment to an Exchange Facilitator and in no event shall the Exchange Facilitator have any right to enforce this Agreement that Buyer would not have if there had been no assignment. Seller shall not be required to bear any escrow, title, or other expenses in excess of those Seller would bear if there were no exchange, nor shall Seller be required to expend any sums of money in connection with the exchange. Seller shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the Closing Date be extended to consummate an exchange. In no event shall Seller be required to take title to any property other than the Premises, and in no event shall Seller be responsible for any tax consequences to Buyer or any other party in connection with an exchange. Buyer agrees and covenants to defend, indemnify, protect, and save harmless Seller from any liability, damages, loss, cost and expense (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange.

(b) Buyer's Exchange Cooperation. If requested to do so by Seller, Buyer shall cooperate in a simultaneous or deferred exchange by permitting Seller to assign this Agreement to a third party (an "Exchange Facilitator") and by accepting a conveyance of the Premises from the Exchange Facilitator. This assignment may take effect only simultaneously with the Closing under this Agreement, and in no event shall Seller be relieved of any liability under this Agreement by reason of the assignment and in no event shall the Exchange Facilitator have any right to enforce this Agreement that Seller would not have if there had been no assignment. Buyer shall not be required to bear any escrow, title, or other expenses in excess of those Buyer would bear if there were no exchange, nor shall Buyer be required to expend any sums of money in connection with the exchange. Buyer shall not be required to execute any document creating personal liability or assume or be exposed to any liability in connection with an exchange, nor shall the Closing Date be extended to consummate an exchange. In no event shall Buyer be required to take title to any property other than the Premises or accept a deed from anyone other than Seller, and in no event shall Buyer be responsible for any tax consequences to Seller or any other party in connection with an exchange. Seller agrees and covenants to defend, indemnify, protect, and save harmless Buyer from any liability, damages, loss, cost and expense (including reasonable attorneys' fees) of whatsoever kind and nature arising out of any exchange.

34. ADEQUACY OF CONSIDERATION. Seller and Buyer acknowledge that each is either a sophisticated real estate investor and/or developer (in the case of Seller) or a sophisticated buyer (in the case of Buyer) of real property and that each Party has a sophisticated understanding of the real property development process. The Parties further acknowledge that because of legitimate and significant economic and legal concerns (including, but not limited to, land use constraints and potential environmental liability), it is not prudent or reasonable to purchase real property for development purposes without conducting due diligence and seeking assurances that the intended use of the real

property will be legally permitted on terms that make business sense as this Agreement so provides and Seller agrees that those instances in which this Agreement affords Buyer the right to exercise its sole discretion are entirely reasonable under the circumstances. Each Party agrees that the agreements, undertakings, covenants, conditions and payments contained in this Agreement are adequate and sufficient consideration to support the enforcement of this Agreement in accordance with the terms and conditions of this Agreement and each of the Parties (for itself and its successors) irrevocably, completely, and unconditionally waives the right to assert any claim, in any forum or under any theory, now and in the future on behalf of such waiving Party and its successors and assigns that this Agreement is not enforceable, in whole or in any part, due to any claims that the Agreement is an option contract and/or that the Agreement lacks adequate or sufficient consideration.

35. ESCROW TERMS. The Title Company, as escrow agent, will provide Seller and Buyer with a written statement acknowledging receipt of any and all "Deposits," as herein defined, when received. The Title Company will invest all Deposits in an interest-bearing account in a federally insured banking institution. Seller and Buyer agree that in the event of a Closing any interest earned on the Deposit shall be credited to Buyer. Otherwise, interest shall be credited to the Party entitled to the Deposit under the terms of this Agreement. In performing its duties as escrow agent hereunder, the Title Company shall not incur any liability to anyone for any damages, losses or expenses, except for its gross negligence or willful misconduct, and it shall accordingly not incur any such liability with respect to any action taken or omitted: (a) in good faith upon advice of its counsel, or (b) in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein that the Title Company shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform to the provisions of this Agreement. Seller, to the extent permitted by law, and Buyer hereby agree to indemnify, defend and hold harmless the Title Company against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and legal fees and disbursements which may be claimed through either Buyer or Seller, respectively, that may be imposed upon the Title Company or incurred by the Title Company in connection with its acceptance or performance of its duties as escrow agent hereunder, including without limitation, any litigation arising out of this Agreement. The Title Company shall disburse all Deposits in accordance with the terms of this Agreement within five (5) days after receipt of written notice to the Title Company and each other Party, provided that the Title Company has not received a written objection from any other Party. If any dispute shall arise between Seller and Buyer sufficient in the discretion of the Title Company to justify doing so, the Title Company shall be entitled to tender into the registry or custody of the clerk of the appropriate court having jurisdiction in the state where the Premises is located, any or all money, property or documents in its hands relating to this Agreement, together with such pleadings as it shall deem appropriate, and thereupon be discharged from all further duties under this Agreement. The

losing Party shall bear all costs and expenses incurred by the Title Company in connection with its duties as escrow agent hereunder in any such legal proceedings (collectively, the "Escrow Terms").

36. COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

37. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida, and venue shall be located in St. Johns County.

38. SELLER ACKNOWLEDGEMENT. SELLER ACKNOWLEDGES THAT UNTIL THE CLOSING, ANY SITE WORK, GRADING OR OTHER WORK SELLER UNDERTAKES ON THE PREMISES, [SHOPPING CENTER] OR ON SELLER'S ADJACENT PROPERTY, AND ANY OTHER ACTION, MONEY SPENT OR ACTIVITY SELLER UNDERTAKES IN ANTICIPATION OF BUYER PURCHASING THE PREMISES IS STRICTLY AT SELLER'S SOLE RISK AND EXPENSE.

{Remainder of page intentionally left blank; signature page follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date first above written.

SELLER:
ST. JOHNS COUNTY, A political subdivision of the State of Florida

Michael D. Wanchick Date
County Administrator

BUYER:
LOWE'S HOME CENTERS, INC., a North Carolina corporation

By: _____
Name: _____
Title: _____

Escrow Terms Agreed and Escrow Accepted by:

FIDELITY NATIONAL TITLE

Title Company

By:

Name: _____

Title: _____

Legally Sufficient:

County Attorney Date

EXHIBIT INDEX

<u>Exhibit</u>	<u>Title</u>
A	Site Plan or Legal Description
B	Survey Requirements
C	Lease

Exhibit "A"
to the Agreement to Sell and Purchase Real Estate

Exhibit "A"
Legal Description

LEGAL DESCRIPTION: (PER OFFICIAL RECORD BOOK 1446, PAGES 200 THROUGH 204)

A PARCEL OF LAND IN THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING PART OF THE PROPERTY AS DESCRIBED IN DEED BOOK 52, PAGE 531, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, RUN THENCE NORTH 00°28'00" WEST ALONG THE WEST LINE OF SAID SECTION 41 A DISTANCE OF 3448.50 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°28'00" WEST A DISTANCE OF 118.72 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. S-5-A (COUNTY ROAD 5-A) AND TO A POINT ON A CURVE WHOSE DELTA IS 02°39'31" AND A RADIUS OF 2831.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 131.41 FEET TO THE POINT OF CURVATURE. SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°06'29" EAST, 131.41 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 09°26'15" EAST A DISTANCE OF 365.97 FEET TO THE NORTH LINE OF OFFICIAL RECORDS BOOK 886, PAGES 1886-1887; THENCE NORTH 89°39'35" EAST ALONG SAID NORTH LINE A DISTANCE OF 1016.54 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 00°38'20" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 A DISTANCE OF 606.92 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 52, PAGE 531; THENCE SOUTH 89°32'00" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1100.90 FEET TO THE POINT OF BEGINNING.

AND A PARCEL OF LAND IN THE G.W. PERPALL GRANT, SECTION 30, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, RUN THENCE NORTH 00°28'00" WEST ALONG THE WEST LINE OF SAID SECTION 41 A DISTANCE OF 3448.50 FEET TO THE POINT OF BEGINNING. (SAME POINT OF BEGINNING AS IN O.R.B. 462, PAGES 546-548)

THENCE SOUTH 89°32'00" WEST A DISTANCE OF 12.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. S-5-A (COUNTY ROAD 5-A) AND TO A POINT ON A CURVE WHOSE DELTA IS 02°24'56" AND A RADIUS TO 2831.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 119.38 FEET TO SAID WEST LINE OF SECTION 41, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°34'16" EAST, 119.38 FEET; THENCE SOUTH 00°28'00" EAST ALONG SAID WEST LINE OF SECTION 41 A DISTANCE OF 118.72 FEET TO THE POINT OF BEGINNING.

SAID OVERALL DESCRIBED PARCEL CONTAINING 14.90 ACRES, MORE OR LESS.

Exhibit "B"
to the Agreement to Sell and Purchase Real Estate

SURVEY REQUIREMENTS

SECTION 500

LOWE'S SURVEY REQUIREMENTS

LOCATION AND TOPOGRAPHIC SURVEY

- A. Generate one (1) foot contours from a fifty (50) foot grid, or less as required to accurately represent surface features. Lowe's will need to be notified if fifty (50) foot grid is not possible or if extraordinary costs will be associated with using fifty (50) foot grid. All one (1) foot contours shall be identified by a dashed line.
- B. Establish a permanent benchmark on or near a property corner, convenient for use during grading operations, clearly indicate benchmark on plans. Benchmark shall be accurately tied to and coordinated with a horizontal control monument of some Federal or Provincial survey system and shall be shown in X (easting), Y (northing), and Z (elevation) coordinates.
- C. Extend grid and contours one hundred (100) feet outside of all property lines, and identify all buildings, structures and utilities of any device within the one hundred (100) foot boundary, inclusive of all adjacent roadways and associated curb cuts (both sides of roadway).
- D. Provide top and invert elevations for all storm sewer structures, outlets, headwalls, sanitary sewer manholes, etc. Provide pipe size, material, and slope for all storm sewer and sanitary sewer within the aforementioned boundary. Locate all stormwater facilities such as detention ponds, bioretention basins, sand filters, infiltration basins, etc. and their associated outlet structures along with rim elevations, weirs, orifice elevations, and inverts.
- E. Reference any other drainage systems on or near the property.
- F. Provide spot elevations at all existing street intersections. Locate entire roadway including edge of pavement, curb and gutter, traffic markings, medians, islands, and right-of-way widths.
- G. Locate all utility poles, overhead utilities, underground utilities, traffic signalization, signage, vaults, and all utility appurtenances on the property. All underground utilities should be located by a licensed utility locate company and field located for inclusion into the final survey.
- H. Locate all buildings, parking areas, driveways, curb and gutter, retaining walls, fencing, rock outcroppings, signs, and all other aboveground site features on the property.
- I. Locate all underground storage tanks, monitoring wells, etc.
- J. Identify heavily vegetated areas and major trees (10" diameter breast height or greater) by species in isolated locations. If area is heavily wooded, show only area of woods without identifying each tree.
- K. Should utilities not abut or cross the property, show distance to water service, sanitary sewer service, telephone service and electrical service.
- L. Provide the property flood zone classification (with proper annotation based on Federal Insurance Rate Maps or the state, province, or local equivalent) depicted by scaled map location and graphic plotting only. (See certification under boundary survey requirements).
- M. Locate all watercourses. Locate any recorded or identified "wetland" areas. Provide United States Army Corp of Engineers (USACE) reference number for any USACE Jurisdictional Determinations.
- N. Provide six (6) copies - all signed and sealed.
- O. Use a scale that will fit a 24" x 36" sheet.
- P. Show North arrow and bearings and distances of all property boundaries.

Q. Survey must be generated by computer and provided to Lowe's in one of the following formats (listed in order of preference):

DWG AutoCAD drawing file (2004 format or higher)

DXF drawing interchange file

Information may be sent by e-mail or on CD and should be uploaded to Lowe's intranet site.

EXHIBIT "B"

LOWE'S SURVEY REQUIREMENTS

I. BOUNDARY SURVEY AND SEPARATE LEGAL DESCRIPTION

Lowe's requires an ALTA land survey, accompanied by the attached Schedule B Surveyor's Report Form. The survey should be certified and sealed according to Schedule C, entitled "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" and "Accuracy Standards for ALTA/ACSM Land Title Surveys" as per the most current adopted requirements. The survey should include items 1 – 11, 13, 19, and item 20 of Table A thereof.

The certification shown below should appear on the face of all survey prints with both an original signature and seal. Provide any additional certifications as required by state/local requirements. The surveyor must fill in, sign and certify four (4) copies of the enclosed Surveyor's Report Form, together with the survey prints.

- A. Entitle the survey and description "Survey for Lowe's Home Centers, Inc" (or "Lowe's HIW, Inc." or "Lowe's Companies Canada, ULC, or as applicable).
- B. Use scale of one (1) inch equals one hundred (100) feet (or approximate equivalent).
- C. Reference description and plat, to a clearly definable point away from the property. Example: Intersection of two right-of-ways, etc.
- D. Clearly mark the property corner designated as the point-of-beginning using "P.O.B.". "P.O.B." shall be accurately tied to and coordinated with a horizontal control monument of some Federal or Provincial survey system and shall be shown in X (easting), Y (northing), and Z (elevation) coordinates.
- E. Clearly show all adjacent property owners and zoning classifications.
- F. Clearly show acreage within the confines of the property to the nearest one hundredth of an acre.
- G. Regarding adjacent rights-of-way:
 1. Clearly define rights-of-way on Boundary Survey. Example: "North right-of-way", "East right-of-way", etc.
 2. Clearly mark centerlines as "CL".
 3. Clearly show right-of-way widths, both from centerline and total width.
- H. Show all easements crossing property and:
 1. Clearly define type of easement. Example: electrical, sewer, etc.
 2. Clearly mark centerlines as "CL" (if applicable).
 3. Clearly show easement widths, both from centerline and total width.
 4. Within or directly adjacent to each easement, show the recording information. Example: Book 285, Page 163.
- I. Prepare Metes and Bounds description on a separate sheet of paper from Boundary Survey.

- J. Forward four (4) copies of the Boundary Survey, all copies signed and sealed.
- K. Forward four (4) copies of the Metes and Bounds description, all copies signed and sealed.
- L. Forward four (4) copies of the Surveyor's Report, all copies signed and sealed.
- M. All surveys and descriptions must be prepared in form suitable for recordation in jurisdictional land records office.

NOTE: Any bearing, distance, lot line, section or township number, County or State name, street name, recording data, etc., included in the Metes and Bounds description must also be shown on the Boundary Survey itself. In short, any items included in the Metes and Bounds description must be clearly shown on the Boundary Survey.

- N. Indicate on the survey coordinates for our approximate building location or approximate center of property.
- O. Our title insurance company will forward to you a copy of the title insurance commitment and the exceptions. Please prepare an index on the face of the survey itemizing each exception listed on Schedule B-Section 2 in the commitment. The index should be prepared with the following guidelines:

INDEXING THE EXCEPTIONS ON THE SURVEY:

- 1. State if the exception affects or does not affect the property surveyed;
- 2. State if the exception cannot be described;
- 3. State if the exception is a blanket easement; and
- 4. When indexing the exception, state to whom the exception is to (with the recording Book and Page).

EXAMPLE:

- 1. Blanket easement granted unto XYZ Power Company affecting all parcels (or be specific as to which parcel it does affect), D.B. 29, Page 89 (unplottable).
- 2. Twenty foot access easement to John and Mary Jones affecting Parcel B, D.B. 31, Page 90 (Drawn).

DRAWING THE EXCEPTIONS ON THE SURVEY:

- Draw every exception in the title commitment and reference it with the Deed Book and Page, and the number where it is itemized in the index.

EXAMPLE:

20' Access Easement
D.B. 31, Page 90
See Index Note 2

- II. We will notify you of the attorney examining the title and you should provide four (4) copies of the Boundary Survey and the Surveyor's Report to that attorney.
- III. You should certify the four (4) copies of the Survey with an original seal to the following entities:
- A. Lowe's Home Centers, Inc. (or Lowe's HIW, Inc. as applicable)
 - B. Title company

Per the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, the plat or map of an ALTA/ACSM Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. of the aforementioned standard:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items of Table A thereof. The field work was completed on _____.
Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

EXHIBIT "C"

LEASE

THIS LEASE, made and executed by and between **LOWE'S HOME CENTERS, INC., a North Carolina corporation**, as "Landlord" and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida whose address is 500 San Sebastian View, St. Augustine, Florida 32084 as "Tenant".

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant and Tenant hereby leases from Landlord the land and improvements more particularly described in Schedule A, attached and made a part hereof (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:

**Lowe's Home Center, Inc.
P.O. Box 1111
 Mooresville, N.C. 28115**

(C) NAME OF TENANT and ADDRESS OF TENANT:

**St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084**

Section 1.02: PERMITTED USE.

The property leased hereby shall continue to be used by St. Johns County, as The Health and Human Services Center facility which offers services for mental health, social services, wic, food stamps, dental care, health care, child services, veteran affairs, VA clinic, and other service related agencies of the State of Florida and the County.

Section 1.03: THE PREMISES.

The Premises shall consist of the property and buildings located at 1955 U.S. 1 South, St. Augustine, Florida 32084 and contains approximately 107,006 square feet of climate controlled space.

Section 1.04: SCHEDULED LEASE TERM.

The term of this Lease shall be for two (2) years beginning on _____ and expiring on _____ (the "Original Term"). Tenant shall give Landlord written notice of any needed Lease extensions seven (7) months prior of the expiration date of this Lease. Subject to Landlord's "Permit Survival Right" (defined below), Tenant shall have the right to extend the Original Term for up to six (6) months upon giving timely notice. The desired length of the extension must be stated in the written notice (the "Extended Term"). Landlord's "Permit Survival Right" means (a) if Landlord has obtained permits for its new retail store use sufficient to commence construction thereof and (b) if extensions of the lapse date of such permits is not available despite Landlord's request therefor and (c) if Landlord's failure to commence construction will result, as a matter of law, in the expiration or lapse of any such permits prior to the end of the Extended Term, then Tenant shall be obligated to vacate the minimum portion of the Premises necessary for Landlord to commence construction sufficient to prevent the lapse of Landlord's permits.

Section 1.05: CONDITION OF PREMISES

The Premises are leased to Tenant in their present condition without representation or warranty by Landlord and subject to the rights of parties in possession, to the existing state of title and any state of facts which an accurate survey or physical inspection might reveal, to all applicable Legal Requirements (as hereinafter defined) now or hereafter in effect and subject to those covenants, restrictions, encumbrances and other matters of record (but not including any mortgage, deed or trust or similar security instruments creating a lien on Landlord's interest in the Premises to secure any indebtedness of Landlord) ("Permitted Exceptions"). Tenant has examined the Premises and title to the Premises and has found all of the same satisfactory for all purposes. Tenant represents that the employees of Tenant involved with this transaction are knowledgeable and experienced in the leasing of properties comparable to the Premises and agrees that Tenant will be relying solely on Tenant's inspections of the Premises in leasing the Premises. Therefore, 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 1.06: RENT.

(A) The rent due hereunder for the Original Term shall be the sum of \$1.00, to be payable in advance on execution of the Lease (the "Base Rent"). The Base Rent for the Extended Term(s) shall be Fifty-Three Thousand, Three Hundred Thirty-Three Dollars (\$53,333) per month and shall be paid in advance on the first day of the month. See also Article 3 hereof.

(B) All taxes (or "Impositions", as hereinafter defined in Section 3.02), costs, expenses and amounts which Tenant is required to pay pursuant to this Lease (other than Base Rent), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rent ("Additional Rent"). If Tenant shall fail to pay any such Additional Rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of any Base Rent and shall, except as expressly provided herein, have the right to pay the same on behalf of Tenant if such failure by Tenant continues beyond the applicable cure period. Tenant shall pay to Landlord interest at a rate (the "Rate") equal to the prime rate announced from time to time by Citibank, N.A., plus two percent (2%) (but in no event shall the Rate exceed the maximum amount permitted by law), on all overdue Base Rent, Additional Rent and Holdover Rent (as hereinafter defined in Section 9.03) from the expiration of the applicable cure period provided under Section 3.04(A)(i) until paid and on all overdue Additional Rent and other sums due hereunder, in each case paid by Landlord on behalf of Tenant, from the date of payment by Landlord until repaid by Tenant. Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Base Rent, Additional Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

(C) Except for those taxes which are the obligation of Landlord as described in Section 3.02(A), this Lease is a net lease and, notwithstanding any present or future law to the contrary, shall not terminate except as otherwise expressly provided herein, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Base Rent, Additional Rent or other sums payable hereunder. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable during the Term or thereafter) shall be paid by Tenant except as otherwise expressly provided herein. It is the purpose and intention of the parties to this Lease that the Base Rent due hereunder shall be absolutely net to Landlord and that this Lease shall yield, net to Landlord, the Base Rent provided in this Lease. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. Except as otherwise expressly provided herein, Tenant waives all rights to any abatement or deferment of Base Rent, Additional Rent or other sums payable hereunder.

Section 1.07: COVENANT OF OWNERSHIP.

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

Section 1.08: LEASES.

Landlord is aware and in agreement that the Tenant will retain a leasehold interest in this property for a term of 24 months. All revenues collected from the Sub-lessee's shall be retained by the Tenant on subject property as a condition of this Lease.

Section 1.09: TENANTS

It is hereby disclosed to Landlord that the following subtenants are currently occupying subject health care facility. The subtenants are as follows: Department of Children and Family, Community Base Care, St. Johns County Mental Health, Putnam-St. Johns Behavioral Health Care, St. Johns County Sheriff Office, St. Johns County Tax Collector, St. Johns County Social Services, St. Johns County Veteran Affairs, VA Medical Clinic, and the State of Florida Health Department and its agencies. Tenant is permitted to sublease space as it may become available during the Original Term, with all such subleases being co-terminus with the Original Term.

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, to **St. Johns County**.

Section 2.02: USE OF COMMON AREAS.

Tenant and its Subtenants, officers, agents, employees, clients, invitee and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its Subtenants, officers, agents, employees, clients, invitees and customers.

Section 2.03: 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 throughout the Lease term without interference by Landlord.

**ARTICLE 3
TENANT'S OBLIGATIONS**

Section 3.01: OBLIGATION TO PAY RENT.

Tenant shall be obligated to pay on a timely basis all rents set forth in Section 1.06.

Section 3.02: TAXES AND COMPLIANCE WITH LAW.

(A) Tenant shall pay, prior to delinquency, all "Impositions", which are defined as: (i) all taxes (except ad valorem taxes, which remain an obligation of Landlord), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Lease), excises, levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), water and sewer rents and charges, ground lease rents, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, and any interest and penalties thereon which are, at any time prior to or during the Original Term or the Extended Term hereof, imposed or levied upon or assessed against or which arise with respect to the Premises; any Base Rent, Additional Rent or other sums payable hereunder; this Lease; and/or the operation, possession or use of the Premises; (ii) all sales (including those imposed on lease rentals), value added, single business, gross receipts, use and similar taxes at any time levied, assessed or payable on account of the ownership, leasing, operation, possession or use of the Premises; (iii) all offers, claims and demands of mechanics, laborers, materialmen and others relating to Tenant's (or Subtenant's) activities at the Premises which, if unpaid, might create a lien on the Premises (subject, however, to Tenant's right to bond over any such offers, claims or demands), and (iv) all charges of utilities, communications and similar services serving the Premises. Tenant shall not be required to pay any franchise, estate, transfer, net income or similar tax of Landlord, unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Tenant is required to pay pursuant to this Section 3.02(A) or, in the case of a franchise or similar tax, unless such tax is determined based on gross rents or gross revenues or the value of the Premises or any part thereof.

(B) Tenant shall during the Term comply with and cause the Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations presently in effect or enacted during the Term, applicable to the Premises or the ownership, operation, use or possession thereof and (ii) all contracts, agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises, or the ownership, operation, use or possession of any thereof (collectively, "Legal Requirements"). To the extent that there are Legal Requirements that only Landlord can comply with, Landlord hereby authorizes

Tenant to so comply on Landlord's behalf and, if necessary for such compliance and requested by Tenant, Landlord shall reasonably cooperate with Tenant at Tenant's reasonable cost and expense. Landlord shall not, after the date hereof, enter into any contracts, agreements, covenants, conditions or restrictions applicable to the Premises with which Tenant would be obligated to comply hereunder without the written consent of Tenant; provided, that the foregoing shall not restrict or impair Landlord's right to obtain mortgage financing of its interest in the Premises that is subordinate to this Lease.

Section 3.03: INDEMNIFICATION.

To the extent permitted by law, Tenant shall defend all actions against Landlord or any owner, beneficial owner, partner, member, officer, director or shareholder of Landlord, and of any of Landlord's partners or members, together with any mortgagee or beneficiary (whether one or more, a "Lender"), or any owner, beneficial owner, partner, member, officer, director or shareholder of any Lender, together with their respective successors and assigns (herein, collectively, "Indemnified Parties") with respect to, and to the extent permitted by law, shall pay, protect, indemnify and save harmless the Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any Indemnified Party is subject solely because of Landlord's estate in the Premises (other than in connection with Environmental Laws and environmental matters which are separately addressed under Article 8) or (b) arising from (i) injury to or death of any person, or damage to or loss of property, relating to Tenant's use or occupancy of the Premises, (ii) Tenant's violation of this Lease, and (iii) any act or omission of Tenant or its agents, contractors, licensees, Subtenants or invitees. Notwithstanding the foregoing, Tenant shall not be obligated to indemnify and save harmless any Indemnified Parties for their own acts of negligence or willful misconduct or their own acts of negligence or willful misconduct occurring during such Indemnified Parties' entry (or entry by any person authorized by an Indemnified Party) upon the Premises. The indemnity obligations of the Tenant and the rights and remedies of Landlord under this Article shall survive the termination of this Lease for a period of six months for any incident occurring during the term of the Lease.

Section 3.04: DEFAULT PROVISIONS.

(A) Any of the following occurrences or acts shall constitute an "Event of Default" under this Lease (i) if Tenant shall fail to pay any Base Rent, Additional Rent or Holdover Rent when required to be paid by Tenant or Subtenant hereunder, and such failure shall continue for ten (10) days after the date Landlord provides written notice to Tenant of its failure to pay; or (ii) if Tenant (or Subtenant) fails to observe or perform any other provision hereof and such failure shall continue for thirty (30) days after written notice to Tenant from Landlord of such failure (provided, that in the case of any such failure which

cannot be cured by the payment of money and which is not cured within such 30-day period, if Tenant shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence, but in no event more than ninety (90) days); or (iii) if Tenant (or Subtenant) shall fail to surrender possession of the Premises as required under Section 5.05 upon the expiration or early termination of this Lease.

(B) If an Event of Default shall have occurred and be continuing beyond the applicable cure period, if any, Landlord shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, Landlord shall have the right to give Tenant notice of Landlord's termination of the Term of this Lease effective not earlier than five (5) days following the date of such notice. Upon the effective date of such notice, the Term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Tenant, and any and all Subtenants, hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided.

(C) If an Event of Default shall have occurred and be continuing beyond the applicable cure period, Landlord shall have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 3.04(B), to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Except for the negligence or willful misconduct of Landlord, Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate this Lease unless a notice of such termination is given to Tenant pursuant to Section 3.04(B).

(D) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 3.04(C), regardless of whether the Term of this Lease shall have been terminated pursuant to Section 3.04(B), Landlord may relet any or all of the Premises, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its reasonable discretion, may determine. Landlord may collect any rents payable by reason of such reletting. Landlord shall be obligated to act reasonably to mitigate its damages.

(E) No expiration or termination of the term of this Lease pursuant to Section 3.04(B), by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 3.04(C) or otherwise, and no reletting of the Premises pursuant to Section 3.04(D) or otherwise, shall relieve Tenant of its

liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting. If Tenant shall be in default beyond the applicable cure period in the observance or performance of any term or covenant on Tenant's part to be observed or performed under any of the provisions of this Lease, then, without thereby waiving such default, Landlord may, but shall be under no obligation to, take all action, including, without limitation, entry upon the Premises to perform the obligation of Tenant hereunder immediately and without notice in the case of an emergency and upon 30 days' notice to Tenant in other cases.

(F) In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default as permitted under this Lease, Tenant shall pay to Landlord all Base Rent, Additional Rent, Holdover Rent and other sums required to be paid by Tenant for periods up to the date of such expiration, termination, re-entry, repossession or removal, in each case together with interest thereon at the Rate from the due date thereof to and including the date of such expiration, termination, re-entry, repossession or removal; and thereafter, Tenant shall, until the end of what would have been the Term of this Lease in the absence of such expiration, termination, re-entry, repossession or removal and regardless of whether the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated damages: (i) all Base Rent, Additional Rent, Holdover Rent and other sums which would be payable under this Lease by Tenant in the absence of any such expiration, termination, re-entry, repossession or removal, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to Section 3.04(D), after deducting from such proceeds all reasonable expenses of Landlord in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration costs and expenses of preparation for such reletting. Tenant shall pay such liquidated damages on the dates on which Base Rent would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Landlord shall be entitled to recover the same from Tenant on each such date.

(G) Except where expressly set forth to the contrary in this Lease, no right or remedy hereunder shall be exclusive of any other right or remedy but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Receipt by Landlord of any Base Rent, Additional Rent, Holdover Rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless made in writing duly executed by Landlord or Tenant, as the case may be. Subject to the limitations on Landlord's right to pursue its termination remedies

against Tenant as set forth in Section 3.04(A) and Section 3.04(B) hereof, Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Landlord by law or equity. All reasonable expenses incurred by Landlord in connection therewith, including attorneys' fees and expenses (including those incurred in connection with any appellate proceedings), together with interest thereon at the Rate from the date any such expenses were incurred by Landlord until the date of payment by Tenant and shall be paid by Tenant to Landlord within thirty (30) days after written demand therefor.

ARTICLE 4 UTILITIES

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all utilities used or consumed in the Premises.

ARTICLE 5 MAINTENANCE OPERATION AND REPAIR

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord has no maintenance responsibilities and will agree to execute any permits that may be required during the 2 year terms as the owner.

Section 5.02: MAINTENANCE BY TENANT.

Tenant, at Tenant's expense, agrees at its expense to keep and maintain the buildings and premises in good sanitary and neat order, condition and repair and to make repairs, replacements or renewals of any kind, including electrical, mechanical, and plumbing repairs to the premises that are required. Tenant acknowledges that it has received the Premises in good order and repair. Tenant, at its own expense, will maintain the Premises in compliance with all Legal Requirements and the terms of this Lease. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises. Tenant waives the right to require Landlord to maintain, repair or rebuild all or any part of the Premises, or make repairs to the Premises at the expense of Landlord pursuant to any Legal Requirement or contract, agreement, covenant, condition or restriction set forth in Subsection 3.02(B), at any time in effect.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

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

Section 5.04: 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 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises free of debris, in good order and condition, capable of being locked and secured against the elements (including, without limitation, wind and water) with reasonable wear and tear and damage due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant will remove all its trade fixtures and personal property if requested, and any other installation, alterations or improvements made by Tenant.

Section 5.06: EXTERIOR AND INTERIOR CLEANING OF STRUCTURE.

Tenant shall incur the cost of all general and exterior and interior cleaning of said building for the duration of the lease.

Section 5.07: CONDEMNATION.

(A) If the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold (or threatened to be taken, requisitioned or sold) in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain ("Condemnation"), Tenant has the right to exercise its right to termination by delivering written notice to Landlord at least thirty (30) days prior to the termination date.

(B) If Tenant does not exercise its right of termination, and more than fifty percent (50%) of the Premises is taken by Condemnation, the Term shall, at the option of the Landlord, cease and terminate as of the day possession shall be taken by Condemnation. Such option to terminate shall be exercisable by the Landlord by giving written notice to Tenant within thirty (30) days after the date that Landlord received notice of such taking or conveyance.

(C) If, in the event of a taking this Lease is not terminated as permitted in this Section 5.07, then the Term shall cease only with respect to that portion of the Premises so taken or conveyed, as of the day possession shall be taken.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

(A) Tenant will maintain, or cause to be maintained, insurance on Premises of the following character:

General liability insurance insuring Tenant against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about Premises, in limits of \$1,000,000 per occurrence and \$3,000,000 aggregate

combined single limit for bodily injury or death to any one person, and property damage.

(B) Such insurance shall be issued by companies authorized to transact business in the State of Florida. Upon Landlord's request, certificates of insurance evidencing the insurance required hereunder shall be delivered to Landlord.

(C) All such insurance shall be endorsed to provide that (i) the Landlord is an additional insured, with the understanding that any obligation imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Tenant and not that of any other insured; and (ii) such insurance shall be primary without right of contribution from any other insurance carried by or on behalf of the Tenant or the Landlord or any other person with respect to its interest in the Premises.

(D) Tenant shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this Section 6.01 unless Landlord is an additional insured therein. Any insurance required hereunder may be provided under blanket policies provided that the Premises and the applicable coverage thereto are specified therein.

(E) Tenant shall have the right to elect to self-insure against the risks required to be insured against by Tenant under this Section 6.01. If Tenant shall not be self-insuring in accordance with the provisions of this Section 6.01, Tenant shall maintain the insurance required hereunder.

The requirements of this Section 6.01 shall not be construed to negate or modify Tenant's indemnification obligations under Section 3.03.

(F) Nothing in this Lease is intended to change, modify or waive the sovereign immunity provisions as outlined in Section 768.28 of the Florida Statutes.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: LANDLORD'S WORK.

Upon an Occurrence, Landlord is relieved of any liability related to replacement or repair of work to the structures and or improvements of the area occupied by the County for the duration of the Lease. Tenant shall be responsible for the cost of replacement or repair of said structures for the duration of the Lease. Tenant shall insure the structures so that the improvements and or replacement will be constructed in a timely manner.

ARTICLE 8 HAZARDOUS SUBSTANCES

Section 8.01: HAZARDOUS SUBSTANCES.

(A) Tenant, and any permitted assignee, Subtenants, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) refrain from the manufacturing, treatment, use, storage, release or disposal of any unlawful quantity or concentration of a Hazardous Substance (as defined below) on or from the Premises, or any part thereof, and (ii) otherwise shall comply, and cause all its activities on the Premises to comply, with Article 8 of this Lease and all Environmental Laws (as defined below) applicable to the Premises.

(B) Tenant agrees to comply with all directives, orders or requirements of an Environmental Authority (as defined below) in connection with environmental conditions at the Premises that are applicable to Tenant's (or its Subtenants') uses, operations, or possession on account of its tenancy until the latter of the expiration of the Term or any holdover period. Tenant shall consult and cooperate with Landlord concerning all investigations and remediation of the Premises by Tenant or Landlord and compliance with any other directives, orders or requirement of any Environmental Authority in connection with environmental conditions at the Premises. Tenant shall promptly provide Landlord copies of any notice, citations, orders, correspondence or other documents submitted to or received from any Environmental Authority in respect to environmental conditions at the Premises.

(i) To the extent allowed by law, Tenant shall indemnify, reimburse, defend, and hold harmless the Landlord or any owner, beneficial owner, partner, member, officer, director or shareholder of Landlord, and of any of Landlord's partners or members, together with any mortgagee or beneficiary (whether one or more, a "Lender"), or any owner, beneficial owner, partner, member, officer, director or shareholder of any Lender, together with their respective successors and assigns (herein, collectively, "Indemnified Parties") for, from, and against all claims, actions, liabilities, assessments, cleanup costs, governmental response costs, natural resource damages, property damage, personal injuries, penalties, suits, judgments, damages, costs, reasonable attorneys fees, reasonable consultants' fees, disbursements and expenses (but excluding internal overhead, administrative and similar costs of the Indemnified Parties) (collectively, "Damages"), asserted against, resulting to, imposed on, or incurred by the Indemnified Parties, and caused by the acts or omissions of Tenant and/or its employees, contractors, consultants or invitees, in connection with Tenant's management, use, control or operation of the Premises during the Term related to or arising out of breach of any of the covenants or agreements of Tenant under this Article 8, except to the extent (a) such Damages result from the Indemnified Parties' negligence or willful misconduct, or (b) Landlord owes an obligation of indemnity pursuant to Section 8.01(B)(ii) herein. For the avoidance

of doubt, Tenant shall have no indemnification obligations pursuant to Section 8.01 for Damages caused by Landlord or third parties other than Tenant's employees, Subtenants, contractors, consultants or invitees.

(ii) Landlord shall indemnify, reimburse, defend, and hold harmless the Tenant or any employee, officer, elected official of Tenant, and of any of Subtenant, together with their respective successors and assigns (herein, collectively, "Landlord Indemnified Parties") for, from, and against all Damages asserted against, resulting to, imposed on, or incurred by the Landlord Indemnified Parties, directly or indirectly, in connection with Landlord's ownership of the Premises and/or acts of Indemnified Parties and/or their respective employees, contractors, consultants or invitees except to the extent (a) such Damages result from the Landlord Indemnified Parties' negligence or willful misconduct, or are caused by the acts or omissions of Tenant, Subtenants and/or their employees, contractors, consultants or invitees, or (b) Tenant owes an obligation of indemnification to the Indemnified Parties pursuant to the provisions of Section 8.01(B)(i) herein.

(iii) Any party claiming indemnification pursuant to this Article 8 shall promptly notify the party obligated to provide such indemnification of any actual or threatened losses hereunder. Any indemnified party shall notify the indemnifying party, promptly upon the receipt of any claimed or threatened claim or loss for which indemnity and/or defense is requested. The indemnified party shall cooperate fully with indemnifying party in the defense of any such matter. The indemnifying party shall defend any such claim with counsel of its own choosing, subject to consent of the indemnified party, which consent shall not be unreasonably withheld. Should the indemnifying party not agree in writing to undertake such defense and to indemnify the indemnified party, within fifteen (15) days of receipt of the indemnified party's notification to the indemnifying party, the indemnified party shall be entitled to undertake such defense with counsel of its choosing and to be reimbursed by the indemnifying party for all reasonable costs and expenses thereof.

Section 8.02: ENVIRONMENTAL DEFINITIONS

(A) "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass such of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted or promulgated from time to time (i) the Comprehensive Environmental Response, Compensation and Liability

Act (codified in scattered sections of 26 U.S.C, 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 9601 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.);

(B) "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include;

(C) "Hazardous Substance(s)" as (i) defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste 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;

(D) "Hazardous Waste" as defined in RCRA and regulations promulgated thereunder;

(E) "Materials" as defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(F) "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder;

(G) "Environmental Authorities" means the United States, the State of Florida and any political subdivision thereof, including the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence;

(H) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

Section 8.03: SURVIVAL

The provisions of this Article 8 shall survive the expiration or termination of this Lease for three (3) years.

**ARTICLE 9
MISCELLANEOUS**

Section 9.01: 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 9.02: 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 9.03: HOLDOVER.

If the Tenant (or any Subtenants) shall continue to occupy the Premises after the Expiration Date or earlier termination of this Lease, then Tenant shall be deemed to be a holdover tenant, the tenancy shall be from month to month upon the same provisions and conditions set forth in this Lease, except that Base Rent for the holdover period shall be an amount equal to One Hundred Thousand and No/100ths Dollars (\$100,000.00) per month (pro rata for any portion thereof) ("Holdover Rent"). This Section 9.03 does not amount to a waiver of the Landlord's right of reentry or any other right granted under Section 3.04 and shall not constitute a consent to any holdover by Tenant. Tenant shall be jointly and severally liable for any Holdover Rent owed by a Subtenant.

Section 9.04: 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.

Section 9.05: NO WAIVER, AMENDMENTS

No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

Section 9.06: NO BROKERS.

Each of the Landlord and the Tenant represents and warrants to the other that it has not dealt with any broker in connection with the leasing of the Premises and indemnifies the other against the claims of any brokers.

Section 9.07: GOVERNING LAW; VENUE.

The laws of the state of Florida shall govern this Lease, regardless of conflict of laws principles thereof. Venue for any action taken under this Lease shall be in St. Johns County, Florida.

Section 9.08: WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LEASE.

Section 9.09: TRUE LEASE.

This Lease is intended as, and shall constitute, an agreement of lease, and nothing herein shall be construed as conveying to the Tenant any right, title or interest in or to the Premises nor to any remainder or reversionary estates in the Premises held by any person, except, in each instance, as a tenant. Under no circumstances shall this Lease be regarded as an assignment of all of Landlord's interests in and to the Premises; instead Landlord and Tenant shall have the relationship between them of landlord and tenant, pursuant to the provisions of this Lease.

Section 9.10: 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 a period of 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. (Section 404.056(5), F.S.)

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: _____

Print Witness Name

Print Witness Name

Tenant

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

BY: _____
Michael D. Wanchick,
County Administrator

Landlord

Lowe's Home Centers, Inc.

BY: _____
Name _____
Title _____