

LEASE AGREEMENT

THIS AGREEMENT entered into this 10th day of May, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **A.L. LEWIS HISTORICAL SOCIETY, INC.**, Post Office Box 15563, Fernandina Beach, Florida 32035, a Florida not-for-profit corporation, hereinafter referred to as "Lewis".

In consideration of mutual promises contained herein, the parties agree as follows:

1. Lewis will lease from the County approximately 800 square feet of the American Beach Community Center for use by Lewis for educational outreach programming and as a museum with exhibits related to American Beach. Said area shall be allocated at the sole discretion of the County. Lewis shall not have the right to occupy, use or schedule the use of the remainder of the building or storage areas that are not utilized by Lewis.
2. The term of the Lease shall be either until at such time that Evans' Rendezvous is renovated or for ten (10) years with the option for additional ten (10) year lease renewals, whichever is less. Additional

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Lease Agreement for American Beach Community Center/The American Beach Museum

terms after the first ten (10) year term shall be mutually agreed upon in writing. Said Lease period shall commence on the issuance of Certificate of Occupancy.

3. Either party may terminate this Lease Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than sixty (60) days prior to the date specified in such notice of termination.
4. Should the Evans' Rendezvous be renovated, the American Beach Museum will be relocated there at the expense of Lewis and a written agreement, for an equal or greater space to be developed with the County.
5. The Lease payment shall be one and no/100 dollars (\$1.00) per year.
6. The County agrees to pay water, sewer, garbage, and landscape maintenance.
7. Lewis agrees to pay for their own electrical, security, and telephone services. Lewis will be allowed key access to the Museum.
8. Lewis agrees to provide liability insurance in an amount acceptable to the County. Lewis shall hold the County harmless from any and all claims made against

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Lewis regarding the utilization of the demised premises.

9. Any and all improvements to the leased premises in order to meet Lewis' needs shall be done by Lewis at no cost to the County. Any improvement to the space must have prior County approval.
10. The leased premises shall comply with all County and State Ordinances and Statutes, including, but not limited to, the Florida Accessibility Code, as to access and parking. Said compliance with said ordinances, statutes, and codes shall be determined by the County.
11. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.
12. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in

writing signed by each party or an authorized representative of each party.

14. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party:

To County:

County Manager  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

To Lewis:

A. L. Lewis Historical Society/The American Beach Museum  
Post Office Box 15563  
Fernandina Beach, Florida 32035

15. The rights of each party under this Agreement are personal to the party and may not be assigned or transferred to another person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
16. This Agreement shall not be construed against any party on the basis of it having drafted the Agreement. The parties hereto agree that each herein played an equal part in reciprocity in drafting this Agreement.
17. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically

held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

18. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice. Non-appropriation shall not constitute a default.
19. If either party does not cure a default that has been noticed, that party may terminate the Lease and may file any and all appropriate legal actions to address damages or may file for specific performance. The prevailing party shall be entitled to recover legal fees and costs.
20. Any dispute arising under this Agreement shall be addressed by the representatives of the County and

Lewis as set forth herein. Disputes shall be set forth in writing to the Department Director with a copy to the County Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the Department Director or their designee and a representative of Lewis. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Manager and the Department Director or their designee(s) shall meet with Lewis's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Department Director. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Lewis. If either party initiates a Court proceeding,

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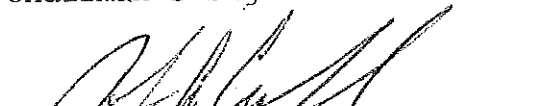
and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by Lewis. No litigation shall be initiated unless and until the procedures set forth herein are followed.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



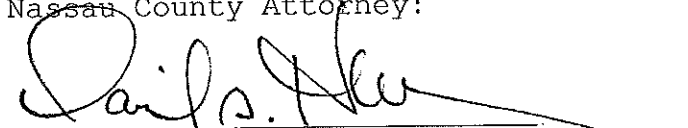
MICHAEL H. BOYLE  
Its: Chairman

ATTEST as to authenticity of  
Chairman's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

EBK  
7/12/10

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN

Lease Agreement for American Beach Community Center/The American Beach Museum

A.L. LEWIS HISTORICAL SOCIETY, INC.

Carol J. Alexander  
CAROL ALEXANDER  
Its: President

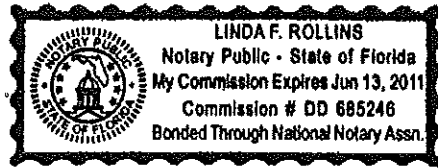
STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared, CAROL J. ALEXANDER,  
who is personally known ✓ or produced \_\_\_\_\_  
as identification, known to be the person described in and who  
executed the foregoing instrument, and acknowledged to and  
before me that he/she executed said instrument for the purposes  
therein expressed.

WITNESS my hand and official seal, this 12<sup>th</sup> day of  
MAY, 2010.

Linda F. Rollins  
Notary Signature



Notary-Public-State of FLORIDA at large  
My Commission expires:



RESOLUTION NO. 2010-92

**A RESOLUTION, PURSUANT TO ORDINANCE NO. 2009-05, FINDING THAT IT IS IN THE BEST INTEREST OF THE CITIZENS OF NASSAU COUNTY, FLORIDA, TO LEASE TO THE A. L. LEWIS HISTORICAL SOCIETY, INC. A PORTION OF THE AMERICAN BEACH COMMUNITY CENTER**

**WHEREAS**, the Board of County Commissioners, pursuant to Ordinance No. 2009-05, finds that it is in the best interest of the citizens of Nassau County to lease to the A. L. Lewis Historical Society, Inc., a Florida non-profit corporation, property which is more particularly described as approximately 800 square feet of the American Beach Community Center, located at 1600 Julia Street, Fernandina Beach, Florida 32034; and

**WHEREAS**, the A. L. Lewis Historical Society, Inc., is desirous of utilizing the 800 square feet of the building for educational-outreach programming and a museum; and

**WHEREAS**, the lease of said property would serve a vital public interest to the residents of American Beach as well as all the citizens of Nassau County, Florida; and

**WHEREAS**, the Board of County Commissioners of Nassau County, Florida, finds that it is in the best interest of the citizens of Nassau County, Florida, that the property be utilized as a museum.

**NOW, THEREFORE, BE IT RESOLVED** this 10<sup>th</sup> day of May, ~~2009~~<sup>2010</sup>, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Board of County Commissioners (hereinafter referred to as the "County") finds that, pursuant to Ordinance 2009-05, subsection 5, it is in the best interest of the citizens of Nassau County, Florida to enter into a ten (10) year lease agreement with the A. L. Lewis Historical Society, Inc. (hereinafter referred to as the "Tenant"), in order for the Tenant to utilize a portion of the American Beach Community Center for educational outreach programming and a museum to serve community needs.
2. The Board of County Commissioners finds that a valid public purpose exists and that the needs of the citizens of Nassau County, Florida, will be served by leasing the

described real property to the A. L. Lewis Historical Society, Inc., to operate a museum for the residents of Nassau County, Florida.


3. The Board of County Commissioners finds that the term of the Lease Agreement (Contract No. CM1558) shall be either until such time that the Evans' Rendezvous is renovated or for ten (10) years, with the option for additional ten (10) year lease renewals, whichever is less. Additional terms after the first ten (10) year term shall be mutually agreed upon in writing. Said lease period shall commence on the issuance of the Certificate of Occupancy.
4. A finding has been made that the proposed use for the property is consistent with the County's adopted Comprehensive Plan and Land Development Regulations.
5. The Board of County Commissioners finds that in the event that the property to be leased to the A. L. Lewis Historical Society, Inc., is not used or ceases to be used for the stated purpose, the lease term shall immediately terminate.
6. This Resolution is hereby adopted at a public hearing on May 10, 2010, which was duly advertised.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



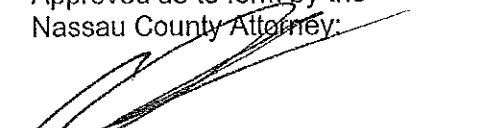
MICHAEL H. BOYLE  
Its: Chairman

Attest as to Chairman's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EBC*  
*7/12/10*

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

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In consideration of mutual promises contained herein, the parties agree as follows:

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Yulee, Florida 32097

To Lewis:

A. L. Lewis Historical Society/The American Beach Museum  
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Fernandina Beach, Florida 32035

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16. This Agreement shall not be construed against any party on the basis of it having drafted the Agreement. The parties hereto agree that each herein played an equal part in reciprocity in drafting this Agreement.
17. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically

held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

18. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice. Non-appropriation shall not constitute a default.
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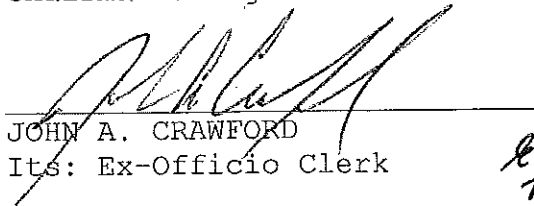
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BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



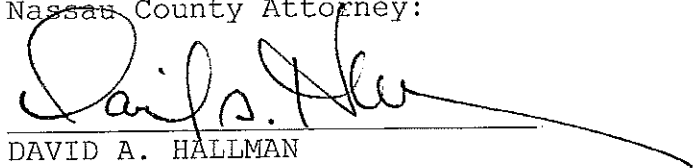
MICHAEL H. BOYLE  
Its: Chairman

ATTEST as to authenticity of  
Chairman's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

EBK  
7/12/10

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

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A.L. LEWIS HISTORICAL SOCIETY, INC.

Carol J. Alexander  
CAROL ALEXANDER  
Its: President

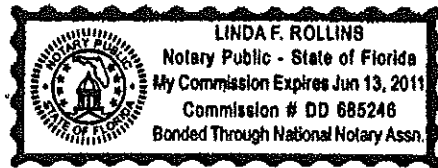
STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared, CAROL J. ALEXANDER,  
who is personally known  or produced \_\_\_\_\_  
as identification, known to be the person described in and who  
executed the foregoing instrument, and acknowledged to and  
before me that he/she executed said instrument for the purposes  
therein expressed.

WITNESS my hand and official seal, this 12<sup>th</sup> day of  
MAY, 2010.

Linda F. Rollins  
Notary Signature



Notary-Public-State of FLORIDA at large  
My Commission expires:

RESOLUTION NO. 2010-92

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4. A finding has been made that the proposed use for the property is consistent with the County's adopted Comprehensive Plan and Land Development Regulations.
5. The Board of County Commissioners finds that in the event that the property to be leased to the A. L. Lewis Historical Society, Inc., is not used or ceases to be used for the stated purpose, the lease term shall immediately terminate.
6. This Resolution is hereby adopted at a public hearing on May 10, 2010, which was duly advertised.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MICHAEL H. BOYLE  
Its: Chairman

Attest as to Chairman's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN