

**LEASE AGREEMENT**

(Volunteer Fire Company No. 40- 9363 Heckscher Drive)

THIS LEASE AGREEMENT ("*Lease*"), effective as of \_\_\_\_\_, 2021 ("*Effective Date*"), between FORT GEORGE ISLAND VOLUNTEER FIRE DEPARTMENT, INC., a Florida nonprofit corporation ("*Landlord*"), whose address is 9363 Heckscher Drive, Jacksonville, FL 32226 and the CITY OF JACKSONVILLE, a Florida municipal corporation ("*Tenant*"), whose address is c/o Jacksonville Fire and Rescue Department, 515 N. Julia Street, Jacksonville, FL 32202.

**BACKGROUND FACTS**

A. Landlord is the owner of certain premises as more particularly described herein and Tenant desires to lease said premises from Landlord.

B. Landlord has agreed to lease said premises to Tenant pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

**1. BACKGROUND FACTS AND CAPITALIZED TERMS.**

The Background Facts above are true and correct and incorporated herein by reference. All capitalized terms shall have the meanings ascribed to them in this Lease.

**2. DEFINITIONS.**

(a). "*Building*" shall mean the building structure located at 9363 Heckscher Drive, Jacksonville, Florida 32226.

(b). "*Commencement Date*" shall mean March 31, 2021.

(c). "*Effective Date*" shall mean March 31, 2021.

(d). "*Floor Plans*" shall mean the floor plans attached hereto as **Exhibit "B"**.

(e). **"Fixtures"** shall mean all personal property, furnishings, machinery, appurtenances, appliances, equipment, generators, signage; and trade fixtures, including but not limited to, the alterations made by Tenant pursuant to Section 10 herein, located or installed in or on the Premises and all additions and/or improvements (exclusive of structural, mechanical, electrical, and plumbing) affixed to the Premises by the Tenant or at the Tenant's expense.

(f). **"Institutional Mortgage"** shall mean a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Premises, including but not limited to those mortgages shown on the Title Commitment.

(g). **"Landlord"** shall mean Fort George Island Volunteer Fire Department, Inc., a Florida corporation. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require.

(h). **"Lease"** shall mean this agreement and any amendments, extensions and renewals thereto.

(i). **"Mortgage"** shall mean and include mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof.

(j). **"Payment Schedule"** shall mean the monthly rental amounts set forth on the Payment Schedule attached hereto as **Exhibit "C"**.

(k). **"Premises"** shall mean the property and the Building located at 9363 Heckscher Drive, Jacksonville, Florida 32226, and more particularly described on **Exhibit "A"**, together with all improvements located thereon, which shall constitute an aggregate area of approximately 2,480 square feet of usable space measured from the base of the interior walls of the premises as depicted on the Floor Plans attached hereto.

(l). **"Tenant"** shall mean the City of Jacksonville, a Florida municipal corporation.

(m). **"Title Commitment"** shall mean a commitment for title insurance from a title insurance company ("Title Company") agreeing to issue to the Tenant a leasehold title insurance policy in the insured amount equal to the value of the Lease. The Title Commitment shall include copies of all exception documents referenced therein. The Title Commitment shall be issued by a title agent for a licensed title insurance company in Florida or a licensed Florida attorney.

**3. PREMISES.**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant does hereby lease and take from Landlord the Premises.

**4. TERM.**

The initial term of the Lease shall begin on the Effective Date and end five (5) years thereafter, with 2 additional 3-year renewals.

**5. RENTALS.**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Premises for the term set out in this Lease and, except as otherwise provided herein, the Tenant agrees to pay to the Landlord the monthly rental amounts as set forth on the Payment Schedule in Exhibit "C" for the time periods shown therein beginning on the Effective Date. The rent for any fractional part of the first month shall be prorated and shall be payable on the first day of occupancy, and thereafter the rent shall be payable on the first day of each month. Landlord and Tenant acknowledge that Tenant is a tax exempt entity, and as such, no sales tax shall be collected for the rent paid hereunder. Tenant agrees to provide such information as reasonably required by Landlord regarding Tenant's tax exempt status. The monthly rental amounts shall be paid by Tenant to Landlord via check or wired funds. Payments should be mailed to the following address: Fort George Island Volunteer Fire Department, Inc., 9363 Heckscher Drive, Jacksonville, FL 32226

**6. HEATING AND AIR CONDITIONING.**

The Landlord agrees to maintain at its cost and expense, and replace if necessary, the existing heating and air conditioning system for the Premises during the term of the Lease.

**7. LIGHT FIXTURES.**

The Landlord shall provide the light fixtures for the use of Tenant. The Tenant shall be responsible for replacement of all bulbs, lamps, tubes, and starters on the Premises. Landlord shall be responsible for maintaining the wiring used in all fixtures for the purpose of furnishing light and shall maintain all light fixtures, except maintenance and repairs caused by the negligence of Tenant, its officers, agents, invitees or employees.

**8. MAINTENANCE AND REPAIRS.**

(A). Tenant Maintenance Obligations. Tenant shall keep that part of the Premises which it occupies and uses, including plumbing facilities, interior surfaces and floor coverings, in a clean and sanitary condition. Tenant shall also use and operate, in a reasonable manner, all

electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances and shall not destroy, deface, damage, impair, or remove any part of the Premises or property therein belonging to the Landlord nor permit any person to do so. With the exception of normal wear and tear and unavoidable casualties, Tenant shall keep the Premises in as good a condition as on the date of occupancy.

(B.) Landlord Maintenance Obligations. The Landlord shall provide for the interior maintenance and repairs in accordance with generally accepted good practices, including but not limited to, re-carpeting, repainting, replacement of worn or damaged vinyl or equal tile, and repairs or replacement of Landlord's interior equipment as may be necessary due to normal usage. Landlord shall maintain the generator, the doors, including bay doors, and locks in the Premises, except any damage caused to such equipment or doors by the negligence of the Tenant, its officers, agents or employees. Landlord shall maintain and repair the electrical and other facilities, and associated mechanical or electrical equipment. The Landlord shall keep the heating, ventilating, and air conditioning and associated equipment in a good state of repair. Landlord shall maintain and keep in a good state of repair the exterior of the Premises during the term of this Lease and shall be responsible for structural components including, but not limited to, roofs, porches, interior load bearing walls and exterior walls. Landlord shall also maintain the HVAC system at its sole cost and expense. The replacement of all windows broken or damaged in the Premises, except such breakage or damage caused to the exterior of the Premises by the negligence of the Tenant, its officers, agents or employees, shall be at Landlord's expense. Notwithstanding the foregoing, Landlord shall not be responsible for cleaning, whether sweeping, vacuuming, steam cleaning, or otherwise, of floor coverings, or for other cleaning or janitorial services to the Premises.

(C.) Permits and Repairs. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable, to the Premises. Each party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Section and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party. Each party agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors; provided however, that the Tenant's indemnification obligations hereunder shall be subject to the limitations of Section 768.28, Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limitations contained therein. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements and perform such work in a good and workmanlike manner.

(D.) Tenant's Notice of Repairs. At such time that Tenant is aware of any repairs or maintenance obligations to the Premises to be made by Landlord pursuant to this Section 8, Tenant shall provide written notice to Landlord specifying the nature repairs or maintenance

obligations to the Premises to be made by Landlord.

(E). Tenant Rights if Landlord Fails to Maintain. In the event that during the term of this Lease, Landlord fails to adhere to any of its maintenance obligations hereunder and is in default of such obligations pursuant to Section 17(B) herein, Tenant shall have the following rights in addition to the right to terminate and the right to cure under Sections 17(B) and (C) hereunder:

(i) In the event that Landlord fails to make a major repair within sixty (60) days of Tenant's written notification of the same, or such a longer period of time as may be required if such repair cannot reasonably be completed within sixty (60) days so long as Landlord is not diligently performing said repairs after Tenant's written notification of the same, Tenant shall have the right in addition to all other remedies provided hereunder to withhold rental payments for so long a period that Landlord is in default of its maintenance obligations hereunder, and Landlord shall not be entitled to said rents thereafter upon having cured said default to the extent that Tenant's use of the Premises was materially interfered with or Tenant was reasonably unable to use the Premises, as reasonably deemed by Tenant, for the purposes permitted under Section 19. For purposes of this Section 8(E)(i), a "major repair" shall mean material repairs made to any portion of the Premises that are essential and necessary to the functionality of the Premises for the stated use of the Premises as described herein, including but not limited to repairs to the HVAC, any structural components of the Premises, electrical, mechanical and plumbing systems.

**9. UTILITIES.**

Tenant will promptly pay all gas, electric, water, and sewer charges which may become payable during the term of this Lease for the gas, water, and sewerage used by Tenant on the Premises. Tenant shall pay for the janitorial services.

**10. ALTERATIONS.**

The Tenant shall have the right to make any alterations in and to the Premises during the term of this Lease, provided however, no structural or exterior alterations shall be made without first having obtained the written consent of the Landlord. The Landlord shall not unreasonably withhold its consent to any such alterations that Tenant desires to make to the Premises. The Tenant shall have the option to remove any or all of said alterations in accordance with the provisions of Section 13 herein at the termination or expiration of this Lease provided such removal does not cause structural damage to the Premises, and Tenant repairs any damage caused by such removal.

## 11. FIRE AND OTHER HAZARDS.

In the event that the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Landlord, at its option, may forthwith repair the damage to such Premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs. Should the premises be only partly destroyed, so that the major part thereof is usable by the Tenant, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Landlord as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term. Notwithstanding other provisions of this Section to the contrary, if the Premises are damaged to such an extent that the Tenant will be unable to occupy the Premises for a period in excess of sixty (60) days, then the Tenant may terminate the lease by providing written notice to Landlord and Landlord shall immediately refund to Tenant the pro rata part of any rentals paid in advance.

## 12. EMINENT DOMAIN.

(A). Total Taking. If, during the Lease term, all of the Premises and the improvements or all reasonable access thereto are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Premises and the improvements are taken, but the improvements cannot, in the Tenant's reasonable judgment, be restored to an economically useful unit without undue economic loss, this Lease will terminate on the date of vesting of title to the Premises and improvements in the condemner. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Subsection 12 (E) below.

(B). Partial Taking. If less than all of the Premises are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and there continues to be access thereto and the improvements can, in the Tenant's reasonable judgment, be restored to an economically useful unit without undue economic loss, this Lease will not terminate but will continue in full force and effect for the remainder of the Lease term with respect to that portion of the Premises and the improvements which is not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Subsection 12 (E) below. In such event, the Landlord shall restore that portion of the improvements not so taken to a complete architectural unit in accordance with plans and specifications approved by the Tenant. For the balance of the Lease term, a just and appropriate part of the rent, according to the nature and extent of the taking, will be abated based on the ratio of the fair market value of the Premises before and after the taking. Notwithstanding the foregoing, if the partial taking occurs in the last 12 months of the term, then Tenant may, at its option, terminate this Lease effective as of the date of the taking.

(C). Temporary Taking. If all or any portion of the Premises is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease will not terminate and the Tenant will continue to perform all of the Tenant's obligations hereunder as

though such had not occurred (except to the extent that the Tenant is prevented from doing so by reason of such taking, provided, however, that in no event will the Tenant be excused from the payment of rent and all other charges required to be paid by the Tenant under this Lease). In the event of such taking, the Tenant will be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise) and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Lease term, in which case the award will be apportioned between the Landlord and the Tenant. Notwithstanding the foregoing, the time for any temporary taking shall not exceed 18 months, or Tenant may, at its option, terminate this Lease effective as of the date of the taking.

(D). Rental Payments. In the event of the termination of this Lease as a result of any total or partial taking of the Premises, the rent payable by the Tenant with respect to that portion of the Premises so taken will terminate on the date title to that portion of the Premises and improvements which is the subject of the taking vests in the condemner and rent will be apportioned as of the date of such vesting. The obligation of the Tenant to pay rent during the remainder of the Lease term will abate and, if the Landlord and the Tenant are unable to agree as to the amount and terms of such abatement arising from a partial taking as contemplated by Subsection 12 (E) below, the same will be determined by a court of law during the eminent domain proceedings.

(E). Awards. If all or a portion of the Premises are taken as contemplated by Subsections 12 (A) or (B) above, the Landlord and the Tenant agree to request the court conducting any proceeding in connection therewith to make separate awards to the Landlord and the Tenant as to their respective interests in the Premises in accordance with the allocations contained in this Section. If for any reason the court is unwilling or unable to make such separate awards, the Landlord and the Tenant agree that the single award for any such taking will be apportioned in accordance with this Section. The parties agree that the Tenant and the Landlord shall share all net awards for taking of the Premises so that the Tenant receives the fair value of its remaining leasehold term, the unamortized cost of any improvements or other property paid for by the Tenant, damages for loss of business and the taking of, damage to and cost of removal of, any inventory or other property of the Tenant. The Landlord shall be entitled to receive the value of its ownership interests in the Premises, including its lost income stream from this Lease and the value of its reversion, all reduced to present value using the then prevailing discount rate for the applicable term. The Landlord shall be entitled to no portion of the proceeds for the taking of any interests of the Tenant whatsoever, including the value of the Tenant's leasehold and any property owned by the Tenant.

(F). Participation in Court Proceedings. The Landlord and the Tenant shall each have the right, at their respective expense, to participate in any proceeding seeking to take all or any portion of the Premises or the improvements and any appeals which might be taken therefrom.

### 13. EXPIRATION OF TERM.

At the expiration or termination of this Lease, Tenant will peaceably yield up to Landlord the Premises in good and tenantable repair. All Fixtures shall remain the property of Tenant. It is understood and agreed between the parties that Tenant shall have the right, but not to obligation, to remove from the Premises the Fixtures anytime on or before the expiration date during the term of the Lease, or upon the termination of this Lease, at Tenant's expense. In the event that such removal by Tenant shall materially damage the Leased Premises, Tenant agrees to restore, at Tenant's expense, the Premises to as good a state of repair as the Premises were prior to the removal of Fixtures by Tenant. Notwithstanding the foregoing, if, after the expiration or termination of the Lease, Tenant fails to remove such Fixtures, such Fixtures shall become the property of the Landlord, and Tenant shall not be responsible for any costs or expenses incurred by Landlord to alter, remove and/or dispose of said Fixtures.

### 14. SUBLETTING AND ASSIGNMENT.

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this Lease or to sublet all or any portion of the Premises or to cease operating Tenant's business on the Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder. Landlord must consent in writing to any such sublessee or assignee, although such consent shall not be unreasonably withheld. The use of the Premises by such assignee or sublessee shall be expressly limited by and subject to the provisions of this Lease.

### 15. TITLE.

(A). Non-Disturbance Agreement. Within sixty (60) days following the Effective Date, Landlord shall obtain from any present, as well as any future, Institutional Mortgagee holding a mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage a written agreement ("Non-Disturbance Agreement") to be executed by such Institutional Mortgagee and Tenant in the form attached hereto as Exhibit "D" suitable for recording in the public records of Duval County, Florida, providing that:

- (i) in the event of foreclosure or other action taken under the mortgage by the Institutional Mortgagee, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- (ii) the Institutional Mortgagee shall permit insurance proceeds and eminent domain proceeds to be used for any restoration and repair pursuant to the provisions of this Lease. Tenant agrees that if the Institutional Mortgagee or any person claiming under said mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person



respectively shall have ownership of the Premises and thereafter their respective successors in interest shall assume all the obligations of Landlord hereunder.

Landlord shall obtain a Non-Disturbance Agreement from all Institutional Mortgagees shown in the Title Commitment in accordance with Section 15(A) above. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage; Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter contemporaneously into a Non-Disturbance Agreement with Tenant. In any event, if the Landlord fails to obtain Non-Disturbance Agreements as provided herein, Tenant shall have the right to terminate this Agreement.

(B). Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

(C). Representations and Warranties by Landlord. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record shown on the Title Commitment as of the date of this Lease. Landlord further warrants and covenants that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Premises by Tenant; that the Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent Tenant's use as a governmental operation; that the Premises presently are zoned for the uses contemplated by Tenant and throughout the term of this Lease may continue to be so used therefore by virtue of said zoning, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning.

(D) Title Commitment. Landlord shall furnish within sixty (60) days following the Effective Date, a Title Commitment and a prior ALTA boundary survey ("*Survey*"). If the Title Commitment or Survey discloses any defects in title or other matters that would adversely or materially affect Tenant's use of the Premises for Tenant's intended purpose ("*Title Defects*"), then Tenant shall deliver written notice to Landlord within ten (10) business days after the receipt of the Title Commitment and Survey. Landlord shall use its best efforts to cure any Title Defects which will adversely or materially affect the Tenant's proposed use of the. If Landlord is unsuccessful in removing the Title Defects within forty-five (45) days following Tenants notice thereof, the Tenant shall within five (5) days thereafter either: (a) accept the title as it is; or (b) terminate this Lease by written notice to Landlord. If Tenant chooses to obtain title insurance, Tenant shall be responsible for any premium fees associated with said title policy.

(E). Memorandum of Lease. Within ten (10) days following the Effective Date, the parties agree to record a memorandum of lease in the Public Records of Duval County, Florida, in the form attached hereto as Exhibit "E".

**16. RIGHT OF LANDLORD TO INSPECT.**

The Landlord, upon having provided the Tenant with at least five (5) business days advanced written notice, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as there are required to make by Landlord under the terms of this Lease. For a period commencing ninety (90) days prior to the termination of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants and for posting leasing signs.

**17. DEFAULT.**

(A). Tenant Default. Each of the following events shall constitute a default hereunder by Tenant and a breach of this Lease:

- (i) If within fifteen (15) days after written notice from Landlord, Tenant shall fail to pay Landlord any rent or any other charge due hereunder as and when the same shall become due and payable; or
- (ii) If Tenant shall fail to perform any of its obligations hereunder or the other agreements, terms, covenants, or conditions in this Lease on Tenant's part to be performed, other than the payment of rent, and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant and Tenant has not in good faith commenced such performance within such thirty (30) day period; or if such performance cannot reasonably be obtained within such thirty (30) day period and Tenant has not in good faith commenced such performance within such thirty (30) day period or, having commenced, has failed diligently to proceed therewith to completion.

If any event of default shall occur and be continuing for a period of at least sixty (60) days after receipt of written notice thereof from the Landlord to Tenant of the same, Landlord shall have the right to cancel and terminate this Lease in accordance with Florida law and may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, or any part thereof, and repossess the same as of their former estate and expel the Tenant and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon, this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Landlord for arrears of rent or for any breach of the Tenant's covenants herein contained.

(B). Landlord Default. If Landlord shall fail to perform any of its obligations or other agreements, terms, covenants, or conditions in this Lease on Landlord's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Tenant to Landlord; or if such performance cannot reasonably be obtained within such thirty (30) day period, but Landlord has not in good faith commenced such performance within such thirty day period or, having commenced, has failed diligently to proceed therewith to completion, such shall constitute an event of default on the Landlord's part.

If any event of default shall occur and be continuing for a period of at least sixty (60) days after Landlord having been notified of such default pursuant to the provisions in this Section above, Tenant shall have the right to cancel and terminate this Lease by giving to Landlord notice of such cancellation and termination, and upon the expiration of the time fixed in such notice, this Lease and the term hereof shall expire in the same manner and with the same force and effect; provided, however, that in such event Tenant shall not be obligated or liable to pay any remaining unamortized expenses related to the Tenant Improvements or rents due subsequent to Tenant's termination. The foregoing remedy shall not be Tenant's exclusive remedy for Landlord's default and Tenant may exercise any other remedies provided at law or in equity.

(C). Rights to Cure. Each party shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the default of the other party to perform any of the provisions of this Lease, including repairs and maintenance obligations hereunder pursuant to Section 8 herein. In the event of the exercise of any such right by either party, the defaulting party agrees to pay and reimburse the non-defaulting party, within thirty (30) days after the defaulting party's receipt of a written demand (with sufficient detail of the costs incurred), for such reasonable costs and expenses as actually incurred by the non-defaulting party, and in the event that Tenant expends any sums pursuant to this Section 17(C) and Landlord does not reimburse Tenant within such thirty (30) day period, the rental payment thereafter shall be reduced by such unreimbursed amount until Tenant has been fully reimbursed.

## 18. TAXES AND INSURANCE.

(A). Taxes. Landlord shall pay all real estate taxes on the Premises.

(B). Landlord Insurance. The Landlord and its subcontractors shall procure and maintain insurance at its sole expense during the term of this Lease insurance of the types and in the minimum amounts stated below unless otherwise stated in this agreement:

Workers' Compensation:

Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
(Includes appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

The Landlord insurance shall cover the Landlord (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. **If Landlord is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Written confirmation verifying exemption will be provided on Landlord's letterhead signed by an officer or authorized representative.**

**Commercial General Liability - (Form CG0001)**

General Aggregate Limit (other than Products-Completed Operations)	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Payments	\$5,000 (any one person)
Fire Damage	\$50,000 (any one fire)

(Include Independent Contractors)

ISO Form CGO001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

**Automobile Liability**

Coverage for all automobiles

\$1,000,000 Each Accident

Including Owned (if applicable),

Hired and Non-Owned

(Tenant shall be endorsed as an additional insured under all of the above Commercial General Liability coverage on a form no more restrictive than the most current version filed for use in Florida of CG2010 for General Liability and Automobile CA2048.)

Property Insurance (Form Special Form)

(Including but not limited to Flood, Sinkhole, Sprinkled Leakage and Boiler & Machinery.)

Building, Loss of Rents, Plate Glass, Signage and Landlord's Equipment Replacement Cost

Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Tenant. The insurance provided by the landlord and or its contractors shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Tenant. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Landlord shall be responsible for payments of its deductible(s) and any self-insured retentions assumed by the Landlord. Landlord shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide insurance of the types, additional insured, waiver of subrogation as shown in the minimum insurance requirements in Section 18, B or as otherwise included in this agreement. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, Tenant may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities or make adjustments to the required insurance as deemed necessary, which may or may not require that Tenant also be named as an additional insured.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to executing this Lease, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Landlord shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Landlord is unable to obtain such endorsement, the Landlord agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by Landlord shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the non-renewal, any change

insurance limits and coverages, expiration or termination of the insurance for which previous - evidence of insurance has been provided.

Anything to the contrary notwithstanding, the liabilities of Landlord under the Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by Landlord shall relieve Landlord or its sub-contractors from responsibility to provide insurance as required by the Contract.

(C). Property Manager Insurance. If applicable, the Landlord shall require the Property Manager and its sub-contractors procure and maintain insurance at its sole expense during the term of this Lease insurance of the types and in the minimum amounts stated below:

**Workers' Compensation:**

Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
(Includes appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

The Property Manager's insurance shall cover require the Property Manager and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

**Commercial General Liability - (Form CGOOO1)**

General Aggregate Limit (other than Products- Completed Operations)	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Payments	\$5,000 (any one person)
Fire Damage	\$50,000 (any one fire)

(Include Independent Contractors)

ISO Form CGOOO1 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

**Automobile Liability**

Coverage for all automobiles \$1,000,000 Each Accident  
Including Owned, Hired and Non-Owned

(Tenant shall be endorsed as an additional insured under all of the above Commercial General Liability coverage on a form no more restrictive than the most current version filed for use in Florida of CG20IO for General Liability and Automobile CA2048.)

**Crime**

Employee Dishonesty \$1,000,000 Per Loss  
Errors & Omissions \$1,000,000 Each Claim/Aggregate

Errors & Omissions Liability coverage will be provided on an Occurrence Form or Claims - Made Form with a retroactive date to at least the first date of this Lease and with a three year reporting option beyond the annual expiration date of the policy). The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.)

Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Tenant. The insurance provided by the property manager and or its contractors shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-

insurance maintained by the Tenant. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Property Manager shall be responsible for payments of its deductible(s) and any self-insured retentions assumed by the Property Manager. Property Manager shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide insurance of the types, additional insured, waiver of subrogation as shown in the minimum insurance requirements in Section 18, C. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, Tenant may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities or make adjustments to the required insurance as deemed necessary, which may or may not require that Tenant also be named as an additional insured.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to executing this Lease, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Landlord shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Property Manager is unable to obtain such endorsement, Property Manager agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by Property Manager shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the non-renewal, any change insurance limits and coverages, expiration or termination of the insurance for which previous evidence of insurance has been provided.

Anything to the contrary notwithstanding, the liabilities of Landlord under the Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by Landlord shall relieve Landlord or its sub-contractors from responsibility to provide insurance as required by the Contract.

(D). **Tenant Insurance.** Tenant shall at all times during the term of this Lease carry and maintain a valid program of self-insurance, authorized by Section 768.28, Florida Statutes. With respect to Tenant's self-insurance program, liabilities caused by the negligent acts or omissions of Tenant's employees, or authorized agents shall be subject to the limits of Section 768.28, Florida Statutes. Tenant shall provide Landlord with a letter of self-insurance prior to the execution of this Lease.



**19. USE OF PREMISES.**

The Tenant will not make or suffer any unlawful, improper or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida, or the ordinances of the City of Jacksonville, Florida, now or hereafter made. It is understood that the Premises shall be used for general governmental purposes, including but not limited to, a volunteer fire station. No other use is permitted without prior written consent of Landlord, which consent by Landlord shall not be unreasonably withheld.

**20. NOTICES.**

Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Lease shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Landlord: Fort George Island Volunteer Fire Department, Inc.  
9363 Heckscher Drive  
Jacksonville, FL 32226  
Attention: Rodney Dyal  
(904) 251-3489  
(904)

With a copy to: Jacksonville Fire and Rescue  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: City of Jacksonville  
Jacksonville Fire and Rescue Department  
515 N. Julia Street, Jacksonville, Florida 32202  
Attention: Steve Riska  
(904) 255-3309  
(904) 588-3278

. With a copy to: Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attention: Corporation Secretary

(904) 630-1700  
(904) 630-1731 (fax)

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

**21. INDEMNITY.**

(A). Landlord Indemnity. Landlord shall indemnify, defend and save harmless Tenant, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages, liability and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage or equipment located and stored within the Premises, or any other damage arising from or out of occurrence in, upon or at or from the Premises or any part thereof, resulting from any act or omission of Landlord, its officers, agents, employees or contractors.

(B). Tenant Indemnity. Tenant shall, subject to the limitations and provisions of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived) defend, indemnify and save harmless Landlord, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Premises, resulting from any negligent act or negligent omission of Tenant, its officers, agents, or employees.

The indemnity obligations contained in this Section 21 shall survive the term of the Lease. The above indemnification provision in this Section 21 is separate and is not limited by the type of insurance required herein.

**22. RIGHT TO TERMINATE.**

Tenant shall have the right to terminate this Lease, without penalty, in the event a government owned or leased building becomes available to Tenant for occupancy during the term of this Lease for the purposes for which this building is being leased in the City of Jacksonville, Florida, upon giving sixty (60) days advance written notice to Landlord. Landlord agrees to cooperate with the Tenant during any such relocation that occurs and acknowledges that Tenant needs a minimum period of six (6) months prior to an election and no sooner than sixty (60) days following an election to vacate the Premises in a timely manner.

**23. AVAILABILITY OF FUNDS.**

The obligations of Tenant under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Council of the City of Jacksonville and in the event funds are not available, this Lease may be canceled or terminated without

penalty by Tenant by giving thirty (30) days written notice of such cancellation or termination, such notice to be signed by the Mayor and Corporation Secretary, and be delivered as provided herein.

**24. ACKNOWLEDGMENT OF ASSIGNMENT.**

The Tenant upon the request of the Landlord shall execute such acknowledgment or acknowledgments, including estoppel certificates providing the information referenced in Section 31(C) hereof, or any assignment or assignments of rentals and profits made by the Landlord to any third person, firm or corporation, provided that the Landlord will not make such request unless required to do so by the mortgagee under the mortgage, or mortgages, executed by the Landlord.

**25. SOVEREIGN IMMUNITY.**

Notwithstanding anything in this Lease to the contrary, the Tenant is governed by the provisions of Section 768.28, Florida Statutes, and nothing in this Lease shall be deemed to be a further waiver of the limited waiver of sovereign immunity afforded Tenant as set forth therein.

**26. RADON GAS.**

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**27. HAZARDOUS SUBSTANCES.**

Tenant agrees that any hazardous substances which it may generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Premises will be generated, stored, manufactured, refined, transported, treated and disposed of in compliance with all applicable federal, state and local laws and regulations dealing with same. As used herein, hazardous substances shall be defined as any "hazardous chemical", "hazardous substance" or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et. seq.), any rules or regulations dealing with environmental protection. It is understood and agreed that the provisions contained in this section shall be applicable notwithstanding the fact that any substance shall not be deemed to be a hazardous substance at the time of its use by Tenant but shall thereafter be deemed to be a hazardous substance. Landlord hereby agrees to defend, indemnify and hold Tenant harmless from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Tenant in connection with liabilities associated with cleaning up, moving, disposal of or otherwise eliminating any oil, toxic substance, hazardous substance, solid waste, waste or contaminate from the Premises not

caused by Tenant. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorneys' fees and legal assistants' fees incurred by Tenant under the Environmental Laws. The provisions of this section shall survive Closing.

**28. SIGNAGE AND PARKING.**

(A.) Signage. Tenant shall have the right to place a fire station sign on the outside of the Premises.

(B.) Parking. Tenant shall have the exclusive right to use all parking areas on the Premises.

**29. COUNCIL APPROVAL.**

This Lease Agreement is subject to approval by the City Council of the City of Jacksonville, Florida.

**30. EXTENSIONS/WAIVERS/DISPUTES.**

(A.) Renewal Options. Provided that at the time of such exercise, Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, Tenant shall have the option to renew this lease for two (2) additional three (3) year periods under the same and continuing terms and conditions contained herein and providing sixty (60) days written notice to Landlord prior to the expiration of the current term.

(B.) Holdover. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

(C.) Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which

either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

(D). Payment Under Protest. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right but not the obligation to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease, and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

### 31. MISCELLANEOUS.

(A). Captions. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as otherwise provided in this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(B). Brokerage Commission. No party has acted as, by or through a broker in the effectuation of this Lease, except as set out hereinafter. Each party agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorney's fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Lease based upon any agreement alleged to have been made or other action alleged to have been taken by either party; provided however, Tenant's indemnification obligation shall be subject to the limitations contained in Section 768.28, Florida Statutes, which provisions are not altered, expanded, extended or waived beyond the limitations contained in Section 768.28, Florida Statutes.

(C). Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the

same, and the dates to which the rent and other charges have been paid. Tenant shall approve the form of Estoppel Certificate prior to execution by Tenant.

(D). Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified or amended in any way except by a writing executed by both parties.

(E). Attorney's Fees. If either party to this Lease brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Lease, or to recover damages for their breach, each party shall be responsible for its own attorney's fees, and other expert witnesses, accountants, and court reporters fees incurred in connection therewith including all such costs and expenses incurred: (i) in trial and appellate court proceedings, (ii) in connection with any and all counterclaims asserted by one party to this Lease against another where such counterclaims arise out of or are otherwise related to this Lease, (iii) in bankruptcy or other insolvency proceedings, and (iv) in post-judgment collection proceedings.

(F). Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. The parties further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Duval County, State of Florida.

(G). Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

(H). Exhibits. All exhibits attached hereto are made a part hereof and incorporated herein by reference.

(I). Severability. If any term or condition of this Lease or the application of the Lease to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law.

(J). Construction. This Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and

provisions. It is acknowledged that this Lease has been negotiated at arm's length by both parties after advice by counsel or other representatives chosen by such parties, and both parties have contributed substantially to the contents of this Lease.

(K). Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and legal representatives and their respective assigns.

(L). Governmental Penalties. Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant as soon as practicable of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the activities of Landlord, its employees, or agents shall be paid by Landlord as soon as practicable of the earlier of the governmental notice to Landlord or Tenant's notice to Landlord.

(M). Merger. This Lease sets forth all the representations, promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as set forth in the Lease. Any verbal or other representations (i.e., marketing brochures, etc.) shall be merged into the written terms of this Lease. Except as otherwise provided in this Lease, no alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(N). Time is of the Essence. Time is of the essence for all matters provided in this Lease.

(O). No Third Party Beneficiary. Nothing contained in this Lease shall be construed to as to confer upon any other party the rights of a third-party beneficiary except rights contained herein for the benefit of Landlord's mortgagee.

(P). Survival. All indemnity obligations, as well as all representations, warranties, conditions and agreements contained herein, which either are expressed as surviving the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

(Q). Approvals. Each party covenants and agrees that whenever, pursuant to the terms of the Lease, the consent, satisfaction, determination or approval is required or permitted of either party, such consent, satisfaction, determination or approval shall not be unreasonably determined, withheld or delayed.

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

**LANDLORD:**

**WITNESSES AS TO LANDLORD:**

**FORT GEORGE ISLAND VOLUNTEER  
FIRE DEPARTMENT, INC., a Florida  
non-profit corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**TENANT:**

**CITY OF JACKSONVILLE, a Florida  
municipal corporation**

By: \_\_\_\_\_

Lenny Curry, as Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
James R. McCain, JR.  
As Corporation Secretary

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpected, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing lease and provision has been made for the payment of moneys provided therein to be paid.

\_\_\_\_\_  
As Finance Director  
CONTRACT NUMBER \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel



**EXHIBIT "A"**

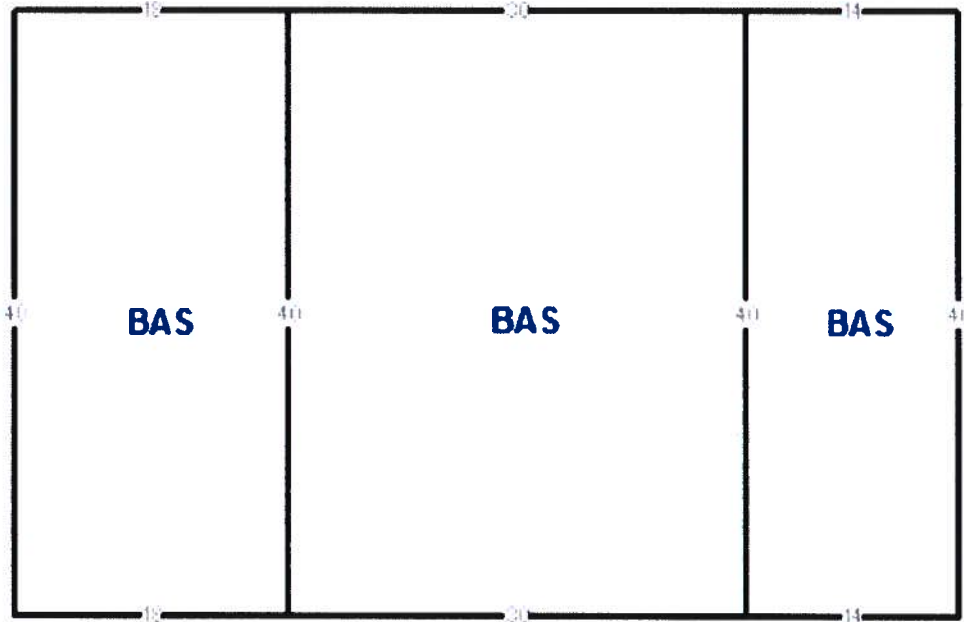
**Property Legal Description**

**RE#** 160837-0000  
**Property Address:** 9363 Heckscher Drive, Jacksonville, FL 32226  
**Legal Desc.** 25-1S-28E .46  
FLA SURVEY, CHAPTER 253 OF PT N  
OF ST JOHNS RIVER-SEC 25  
PT RECD 0/R 12817-2164

DRAFT

**EXHIBIT B**

**9363 Heckscher Drive (160837-0000)**



Obtained From the Property Appraiser's Website (01/06/2021)

[<https://paopropertysearch.coj.net/Basic/Detail.aspx?RE=1608370000>]

**EXHIBIT "C"**

**Payment Schedule  
2,480 Square Feet**

<b>Term</b>	<b>Monthly Rent Amount</b>	<b>Annual Rent Amount</b>
3/31/2021- 3/30/2026	\$616.66666	\$7,400.00
3/31/2026 - 3/30/2029	\$616.66666	\$7,400.00
3/30/2029 - 3/31/2031	\$616.66666	\$7,400.00

DRAFT

**EXIDBIT "D"**

**Non-Disturbance Agreement Form**

**Prepared by and after  
recording return to:**

**Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_ a national banking association (the "Mortgagee"), THE CITY OF JACKSONVILLE, a Florida municipal corporation (the "Tenant"), and \_\_\_\_\_ (the "Landlord").

**Recitals**

A. The Landlord is the owner of those certain premises commonly known as \_\_\_\_\_ Center, more particularly described in Exhibit A attached hereto (the "Real Estate").

B. The Mortgagee is the owner and holder of that certain Promissory Note executed by the Landlord in favor of the Mortgagee dated \_\_\_\_\_ in the original principal sum of \$ \_\_\_\_\_ .00 (as amended from time to time and collectively referred to as the "Note") and secured by a \_\_\_\_\_ dated \_\_\_\_\_ Recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, public records of Duval County, Florida (the "Mortgage"); and,

C. Under the terms of a certain Lease Agreement dated \_\_\_\_\_ (the "Lease") the Landlord has leased to the Tenant certain interests in the Real Estate and improvements more particularly described in the Lease and having a street address of \_\_\_\_\_, Jacksonville, Florida \_\_\_\_\_ (the "Premises").

D. The parties wish to establish additional rights of quiet and peaceful possession for the benefit of the Tenant under the Lease, to define the terms, covenants and conditions precedent for such additional rights and to provide certain representations in connection with the Lease.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

I. Landlord Representations. The Landlord represents and warrants to the Mortgagee as of the date hereof as follows:

(a) A true and complete copy of the Lease has been provided to the Landlord.

(b) The Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the Property and has not been changed, modified, amended, supplemented or assigned.

2. **Tenant Representations.** The Tenant represents and warrants to the Mortgagee as of the date hereof as follows:

(a) The Tenant is the sole owner and holder of all rights and interests of the tenant under the Lease.

(b) The Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the Property and has not been changed, modified, amended, supplemented or assigned.

(c) The Tenant has not sublet any portion of the Premises.

(d) The term of the Lease commenced on \_\_\_\_\_ and expires on \_\_\_\_\_,

(e) There is no security deposit paid by Tenant to Landlord under the Lease.

(f) There are no actions, whether voluntary or otherwise, pending against the Tenant under the bankruptcy, debtor reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

3. **Subordination.** The Lease is and at all times shall be subordinate to the Mortgage and to all renewals, modifications and amendments thereof and thereto.

4. **No Amendment.** Except as expressly permitted in the Lease, the Landlord and the Tenant each agree not to further amend, modify, terminate or surrender the Lease without the written consent of the Mortgagee.

5. **Non-Disturbance.** In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder or hereafter consented to in writing by the Mortgagee, and so long as the Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, the Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure (the "Purchaser") that the Tenant shall not be disturbed in the quiet and peaceful possession of the Premises under the Lease.

6. **Attornment** In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder or hereafter consented to in writing by the Mortgagee, the Tenant shall attorn to the Mortgagee or the Purchaser and recognize the Mortgagee or the Purchaser as its landlord under the Lease, and the Mortgagee or the Purchaser shall recognize and accept the Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between the Mortgagee or the Purchaser and the

Tenant for the full term thereof, together with all extensions and renewals now provided thereunder or hereafter consented to in writing by the Mortgagee, upon the same terms, covenants and conditions as therein provided, and the Mortgagee or the Purchaser shall thereafter assume and perform all of the Landlord's obligations, as landlord under the Lease, with the same force and effect as if the Mortgagee or the Purchaser were originally named therein as the Landlord and the Tenant shall thereafter make all Rent payments directly to either the Mortgagee or the Purchaser, as the case may be, subject to limitations contained in paragraph 8 below.

7. Insurance. Mortgagee shall permit insurance proceeds and eminent domain proceeds to be used for any restoration and repair pursuant to the provisions of the Lease.

8. Limitation of Liability. Notwithstanding any contrary provision contained herein or in the Lease, neither the Mortgagee, its successors and assigns, nor the Purchaser, as the case may be, shall in any event:

(a) be liable to the Tenant for any past act, omission or default on the part of the original or any prior landlord under the Lease;

(b) be subject to any offsets, defenses or deficiencies which the Tenant might be entitled to assert against the original or any prior landlord under the Lease;

(c) be liable to the Tenant for any prepayment of Rent or deposit, rental security or any other sums deposited with the original or any prior landlord under the Lease and not delivered to the Mortgagee;

(d) except as may be expressly permitted by the Lease, be bound by any amendment, modification, termination or surrender of the Lease not consented to by the Mortgagee;

(e) be bound by any warranty or representation of the Landlord relating to work performed by the Landlord under the Lease;

(f) be bound by any payment of Rent or additional Rent made by the Tenant to the Landlord for more than one month in advance unless expressly provided for by the terms of the Lease; or

(g) be obligated for the restoration of the Premises or improvements in the event of any casualty or taking of any part of the improvements under power of eminent domain beyond any insurance or condemnation proceeds received in connection therewith.

9. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. The Tenant agrees, however, to execute and deliver to the Mortgagee or to any person to whom the Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate said provisions.

10. Notice to Mortgagee and Right to Cure. The Tenant agrees that if there occurs a default by the Landlord under the Lease:

(a) A copy of each notice given to the Landlord pursuant to the Lease shall also be given by U.S. registered or certified mail, postage prepaid to the Mortgagee to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No such notice shall be effective for any purposes under the Lease unless so given to the Mortgagee; and

(b) If the Landlord shall fail to cure any default within the time prescribed by the Lease, the Tenant shall give further notice of such fact to the Mortgagee at the address set forth above. If the Mortgagee gives written notice to the Tenant that the Mortgagee elects to undertake to cure such default, the Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default in the exercise of due diligence.

11. **Notice to Tenant.** All notices, demands and other correspondence under this Agreement shall be deemed to have been properly given to and received by the Tenant when personally served or three (3) days after being deposited in the U.S. registered or certified mail, postage prepaid, addressed as follows:

City of Jacksonville  
Attn: Real Estate Division  
214 North Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, Florida 32202

12. **Binding Effect.** The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

13. **Modification.** This Agreement may not be modified orally or in a manner other than by an agreement signed by the parties hereto or their respective successors in interest.

14. **Choice of Law.** This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Florida.

WITNESS the due execution of this instrument by the parties hereto, effective the day and year first above written.

Witnesses: \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as President of \_\_\_\_\_, a national association, on behalf of the national association. He is personally known to me or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public of the State of Florida

Print Name: \_\_\_\_\_

Commission no. \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Witnesses: \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as President of \_\_\_\_\_, a \_\_\_\_\_ on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public of the State of Florida

Print Name: \_\_\_\_\_

Commission no. \_\_\_\_\_

My Commission Expires \_\_\_\_\_



Signed, sealed and delivered  
in the presence of:

CITY OF JACKSONVILLE

By: \_\_\_\_\_  
James R. McCain, JR.  
As Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain, as corporation secretary, on behalf of the City of Jacksonville, a Florida Municipal corporation, who are personally known to me or who have produced a Florida Driver's License as identification.

(SEAL)

\_\_\_\_\_  
Notary Public of the State of Florida

Print Name: \_\_\_\_\_

Commission no. \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXHIBIT "E"**

**Memorandum of Lease Agreement**

Prepared by and after  
recording return to:

Assistant General Counsel  
Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

**MEMORANDUM OF LEASE AGREEMENT**

( \_\_\_\_\_, Jacksonville, FL \_\_\_\_\_ )

**THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum")** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021, between the **CITY OF JACKSONVILLE**, a Florida municipal corporation, whose address is \_\_\_\_\_ (the "**Tenant**"), and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the "**Landlord**").

**Recitals**

A. Landlord and Tenant have entered into the Lease Agreement dated \_\_\_\_\_ (the "**Lease**") pursuant to which Landlord has demised to Tenant the premises known as \_\_\_\_\_ (the "**Premises**"), consisting of approximately \_\_\_\_\_ square feet of rentable space in the Building located at \_\_\_\_\_ Jacksonville, Florida \_\_\_\_\_, which property is as more particularly described in **Exhibit A** attached hereto.

B. Landlord and Tenant desire to execute this Memorandum, which is to be recorded in the Public Records of Duval County, Florida, in order that third parties may have notice of the Tenant's interest in the Premises and of the Lease.

**NOW, THEREFORE**, in consideration of the covenants provided for in the Lease to be performed by Landlord and Tenant, Landlord does hereby demise to Tenant the Premises on the terms, and subject to the conditions set forth in the Lease, which are the following:

- I. **Recitals**. The Recitals above are true and correct and incorporated herein by reference.
2. **Term**. The initial term of the Lease shall be for a period of five years commencing on the Commencement Date (as defined in the Lease), and ending five years thereafter, as may be renewed by Tenant pursuant to Section 30(A) of the Lease.

3. Incorporation of Lease Terms by Reference. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall control.

4. Termination. Upon termination of the Lease, either party may record, without the joinder of the other, an affidavit confirming that the Lease and Tenant's interest in the Premises have terminated.

**IN WITNESS WHEREOF**, the due execution of this instrument by the parties hereto, effective the day and year first above written.

**LANDLORD:**

**FORT GEORGE ISLAND  
VOLUNTEER FIRE DEPARTMENT,  
INC., a Florida non-profit corporation**

**WITNESSES AS TO LANDLORD:**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as President of \_\_\_\_\_, a national association, on behalf of the national association. He is personally known to me or has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Print Name:  
My commission expires:  
My commission number:

**TENANT:**

**ATTEST:**

**CITY OF JACKSONVILLE**, a Florida  
municipal corporation

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Dated: \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

**STATE OF FLORIDA**  
**COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain, as corporation secretary, on behalf of the City of Jacksonville, a Florida Municipal corporation, who are personally known to me or who have produced a Florida Driver's License as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Print Name:  
My commission expires:  
My commission number:

**EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY**

Contract Purchase Agreement POA-70770-21



Agreement	POA-70770-21
Agreement Date	08-JAN-2021
Revision	0
Agreement Amount	7,400.00 USD
Solicitation Number	POA-70770-21

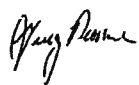
Sold To **City of Jacksonville**  
**117 West Duval Street**  
**JACKSONVILLE, FL 32202**  
**US**

Supplier **FORT GEORGE VOLUNTEER**  
**9363 Heckscher Drive**  
**JACKSONVILLE, FLORIDA 32226**

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
25336	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
01-Apr-2021	31-Mar-2022	Olive Wallace Cohen owcohen@coj.net		

DRAFT

<p>This Order is subject to the General conditions attached here to.</p> <p>Manufacturer's Federal excise tax exempt no 59-89-0120K</p> <p>Florida State sales and use tax exemption no. 85-8012621607C-8</p>	<p>Approved by Gregory Pease, Chief Procurement Division</p> 
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