

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this 3 day of January, 1994⁵, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSOR" and the "County", which terms shall include LESSOR's designated agent(s) and/or successors in interest, and STATE OF FLORIDA, DEPT. OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF FORESTRY, a State agency hereinafter referred to as the "LESSEE."

W I T N E S S E T H:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by the LESSEE to the LESSOR, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the LESSOR does hereby lease and let unto the LESSEE, and the LESSEE does hereby hire from the LESSOR, those certain premises to be situated in Pinellas County, Florida, at Brooker Creek Preserve. These are legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

All buildings should be closely clustered and not permitted to sprawl. All site plans must have prior approval by the Preserve Manager. LESSEE will not remove any trees from Lot 15 unless requested, in writing, by LESSOR.

2. TERM AND RENTAL: This lease shall be for a term of fifteen (15) year(s) commencing upon the first day of January, 1995, and ending on the thirty first (31st) day of

December, 2009. The rental for the term shall be in kind services valued up to ~~THIRTY SEVEN THOUSAND (\$37,000) DOLLARS~~ per year, payable in those services described in Exhibit "B", exchanged at the values published in Forestry Fire Manual Chapter 15.

It is mutually understood and agreed that LESSEE'S rental payment shall be satisfied in services only; if LESSOR fails to request services valued at Thirty-seven Thousand (\$37,000.00) per year, or LESSEE fails to perform requested services due to LESSEE'S statutorily mandated Forest Protection responsibilities or its charge under the State's Emergency Response Plan, the lease shall nonetheless continue without either party claiming a failure of consideration. Instead, this shall be deemed a lease for less than fair market value pursuant to Pinellas County Ordinance No. 90-90, as amended by Ordinance 92-13.

It is mutually understood and agreed that the LESSEE is a Cooperating Agency in the management of the Brooker Creek Preserve. As a Cooperating Agency LESSEE shall assist the LESSOR in the planning and management of the preserve. It is mutually understood and agreed that this contract is subject to the provisions of section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes. This contract is also subject to the approval of the State Comptroller (Department of Banking and Finance). The provision of the services described

in "Exhibit B" and other similar services as shall be requested by LESSOR from time to time in connection with its management of County's land. Such services may be modified as needed upon written agreement between the County Administrator or his designee and the District Manager, District Fourteen (14), Florida Division of Forestry.

The LESSEE shall submit quarterly statements to the LESSOR documenting the monetary value of goods and services provided during the previous quarter in accordance with "Exhibit B".

This Lease is renewable under the same terms and conditions for successive additional terms of five years upon ratification by both parties, not less than ninety (90) days prior to the end of the term hereof, or not less than ninety (90) days prior to the end of any renewal term, or by amendment to lease.

3. USE: It is understood and agreed between the parties hereto and LESSEE covenants that said premises during the continuance of the lease shall be used and occupied for a Forestry Service Work Center and for no other purpose or purposes, without the written consent of the LESSOR, and the LESSEE agrees to cause the leased Premises to be operated for such use during the entire term of this lease, unless prevented from doing so by causes beyond LESSEE'S control, and to conduct its business at all times in a reputable manner. This lease is made on the express condition that the Premises shall be used

only in conformance with the applicable laws and ordinances.

~~LESSEE shall not make or permit any offensive or unlawful use of~~
said Premises. All rights of LESSEE hereunder may be terminated by the LESSOR in the event that any other use be made thereof.

4. TAXES: In the event that any ad valorem, rental, sales or similar taxes are levied upon the leased premises due to the existence of this Lease, then LESSEE shall pay all such taxes so imposed.

5. UTILITIES: LESSEE agrees to promptly pay all charges for gas and electricity supplied the demised Premises, whether determined by meter or otherwise. LESSOR shall not be liable in any manner for damages to LESSEE or for any other claim by LESSEE, resulting from any interruption in utility services. The LESSEE will pay for all water consumption and sewer charges, as well as for trash collection and telephone service. All additional costs of water and sewer service shall be paid by LESSEE.

In the event LESSOR pays any monies required to be paid by LESSEE hereunder, LESSOR shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within forty (40) days of receipt of said demand. LESSEE's failure to timely reimburse shall be deemed a breach of this Lease.

6. MAINTENANCE AND SERVICES: The LESSEE shall maintain the leased Premises, including the building or other

structures which it constructs thereon and common areas in good repair and in a clean, neat, orderly, and sanitary condition.

In the event LESSOR pays any monies required to be paid by LESSEE hereunder, LESSOR shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within forty (40) days of receipt of said demand. LESSEE'S failure to timely reimburse shall be deemed a breach of this Lease.

7. INSURANCE:

A. The Florida Casualty Insurance Risk Management Trust Fund under section 284.30, Florida Statutes, will provide insurance coverage covering the LESSEE against any and all claims caused by LESSEE'S negligent or tortious acts or omissions, up to the limit of the limited waiver of sovereign immunity in tort under section 768.28, Florida Statutes, for injuries received in connection with the operation and maintenance of the leased Premises.

B. Fire insurance on the leased premises will be provided by the Florida Fire Insurance Trust Fund in section 284.01, Florida Statutes.

8. LIABILITY OF LESSOR: All property of any kind that may be on the premises during the continuance of the Lease shall be at the sole risk of LESSEE, and LESSOR shall not be liable to LESSEE or any other person for any injury, loss, or damage to property or to any person on said premises.

9. ASSIGNMENT AND SUBLETTING: The LESSEE further

agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of the LESSOR, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of LESSOR. Consent by the LESSOR to one or more assignments of this lease or to one or more sublettings of said Premises shall not operate as a waiver of LESSOR'S rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. It is acknowledged by the parties that LESSEE intends to construct a Forestry Service facility on the Premises. Notwithstanding this acknowledgement, LESSEE will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of LESSOR. Proposed plans shall be submitted to the Real Estate Management Division for approval in addition to the normal site plan review process. LESSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by LESSEE. All such additions, improvements and fixtures, shall be removed by the LESSEE at LESSEE'S expense and the Premises restored as reasonably as possible to its original condition at the end of the Lease.

B. LESSEE shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the leased Premises undertaken by LESSEE. Any mechanics liens against the Premises, LESSEE's leasehold, or the land and Building arising out of work performed by or for LESSEE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, LESSEE shall promptly satisfy same or transfer it to a bond; and LESSEE shall in any event protect LESSOR's interest in underlying real estate and shall hold LESSOR harmless against any such claims.

11. COVENANT AGAINST LIENS: LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LESSOR in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the demised Premises or any part thereof, are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purposes during the term of this lease.

12. POSSESSION: LESSEE shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties. It is recognized by the LESSEE that the demised premises are located within the

Brooker Creek Preserve and, as such, may require shared ingress and egress with LESSOR'S staff over such land mutually agreed upon by the parties.

13. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day the LESSEE shall have the right either to terminate this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided. If the LESSEE shall fail to terminate this lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this lease shall continue for the then balance of the term. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of LESSOR'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by LESSOR.

14. DEFAULT: If the LESSEE should fail to keep and perform any of the terms, covenants, conditions or provisions in this lease contained to be kept and performed by the LESSEE, then within 15 days of the LESSOR becoming aware of the occurrence of the default, LESSOR shall notify LESSEE of the default and its demand to cure the default. Upon receipt of notice, LESSEE shall have 15 days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the LESSEE agrees and shall pursue continuously until the default is finally cured. Upon LESSEE'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the LESSOR to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said leased Premises by process of law, or the LESSOR may have such other remedy as the law and this instrument afford. The LESSEE covenants and agrees that upon termination of the said demised term, at such election of the LESSOR, or in any other way, it, the LESSEE, will surrender and deliver up said Premises and property peaceably to the LESSOR, their agents and attorneys, immediately upon the termination of the said demised term.

15. SIGNS: LESSEE agrees that any signs or advertising, including awnings, to be used in connection with the leased Premises must have LESSOR'S written approval before installation. Such approval shall be requested through the Real

Estate Management Division. LESSOR'S approval may not be
~~unreasonably withheld.~~

16. WAIVER: One or more waivers of any covenant or condition by the LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the LESSOR to or of any act by the LESSEE requiring the LESSOR'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the LESSEE.

17. OBSERVANCE OF LAWS: LESSEE agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and federal governments, boards and agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

18. ACCESS TO PREMISES: The LESSOR shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by the LESSOR therein. Such repairs shall not unduly interfere with LESSEE'S business, except as is naturally necessitated by the nature of the repairs being

effected. Because the Premises are located with the Brooker
~~Creek Preserve it is acknowledged that shared ingress and egress~~
may be necessary.

19. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate. This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this lease will necessitate a change in lease terms and conditions which may be effected thereby, at the time such changes may arise.

20. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this lease, LESSEE agrees to surrender and yield possession of the demised Premises to the LESSOR, peacefully and without notice, and in good order and condition, and subject to such damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of this lease.

21. NOTICES: The checks for any sums accruing
~~hereunder shall be forwarded to the LESSOR at the following~~
address:

Ellyn Kadel, Manager
Real Estate Management Division
General Services Department
201 Rogers Street
Clearwater, FL 34616

until LESSEE is notified otherwise in writing; and all notices given to the LESSOR hereunder shall be forwarded to the LESSOR at the foregoing address, by registered or certified mail, return receipt requested, until LESSEE is notified otherwise in writing. All notices given to the LESSEE hereunder shall be forwarded to LESSEE at the following address:

District Manager
Dept. of Agriculture and
Consumer Services
Division of Forestry
5745 South Florida Avenue
Lakeland, Florida 33813

by registered or certified mail, return receipt requested, until LESSOR is notified otherwise in writing.

22. QUIET ENJOYMENT: The LESSOR covenants and agrees that upon LESSEE paying said rent and performing all of the covenants and conditions aforesaid on LESSEE'S part to be observed and performed, the LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

23. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively

and their respective heirs, executors, administrators, successors
~~and assigns, as applicable, except that the right of the LESSEE~~
to assign LESSEE's interest under this lease is and shall be
subject to the written consent of the LESSOR as hereinabove
provided, which provision it is not intended to waive, qualify or
alter in any manner whatsoever by this clause or any other clause
herein referring to assigns.

24. 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.

25. ENTIRE AGREEMENT: This document its attachments,
exhibits and rider, if any, constitutes the entire agreement of
the parties and supersedes all written, oral or other
representation made prior to or contemporaneously to its
execution.

IN WITNESS WHEREOF, the parties hereto have hereunto

~~executed this agreement of Lease the day and year first above~~
written.

ATTEST: KARLEEN F. DEBLAKER
Clerk of the Circuit Court

LESSOR: PINELLAS COUNTY, FLORIDA
By and through its Board
of County Commissioners

By: *Norma Grant*
Print Name: NORMA Grant

By: *Stan G. Feilert*
Chairman

(SEAL)

ATTEST:

LESSEE: STATE OF FLORIDA,
DEPT. OF AGRICULTURE
AND CONSUMER AFFAIRS
DIVISION OF FORESTRY,

By: *SR McKinley*
Print Name: Susan R. McKinley

By: *Mike Gresham*
MIKE GRESHAM, DIRECTOR
DIVISION OF ADMINISTRATION

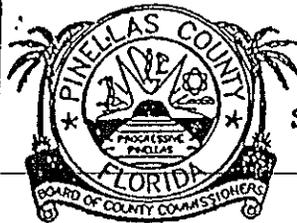
(SEAL)

DEPARTMENT OF AGRICULTURE
& CONSUMER SERVICES

Approved as to Form
Office of County Attorney

Sheridan Richardson
Sr. Asst. County Attorney

lease/9110510/13/94



PINELLAS COUNTY PUBLIC WORKS
 LAND SURVEY DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 34625-2347

SECTION(S) 12&13, TOWNSHIP 27 SOUTH, RANGE 16 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor



SKETCH--NOT A SURVEY

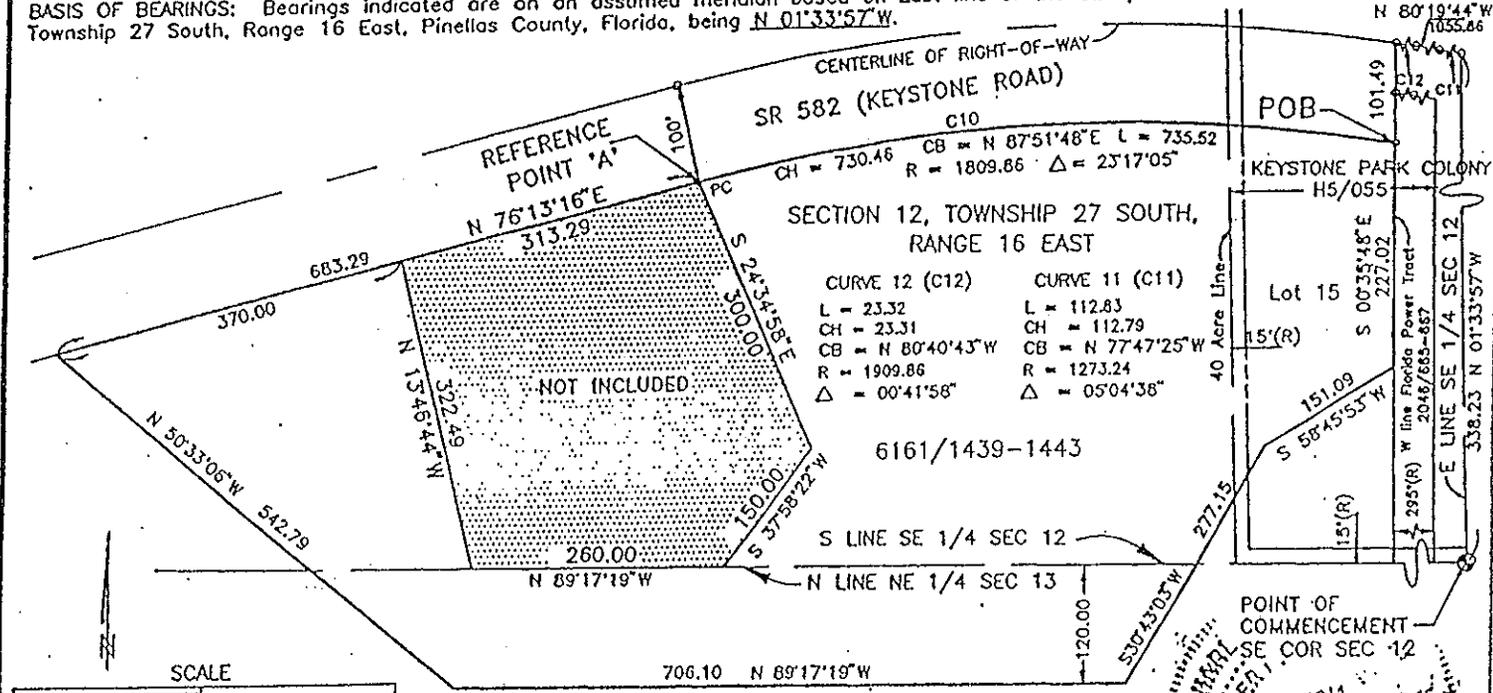
An irregular shaped tract, the same being a portion of Sections 12 & 13, Township 27 South, Range 16 East, Pinellas County, Florida, and also together with a portion of Lot 15 of Keystone Park Colony Subdivision, according to the plat thereof, as recorded in Plat Book H5, Page 55, public records of Hillsborough County, Florida, of which Pinellas County, was formerly a part, being described as follows:

Commencing at the Southeast Corner of said Section 12, run N 01°33'57"W along the East line of SE 1/4 of said Section 12, for a distance of 338.23 feet to a Point on Curve, same being the centerline of State Road 582 (Keystone Road), a radial to said point being N 14°44'54"E; thence westwardly, 112.83 feet along the arc of a curve concave southwest, having a radius of 1273.24 feet, through a central angle of 05°04'38", a chord of N 77°47'25"W, 112.79 feet to a Point of Tangency; thence continuing along said centerline N 80°19'44"W, for a distance of 1055.86 feet to a Point of Curvature; thence westwardly, 23.32 feet, continuing along said centerline, the same being the arc of a curve concave southwest, having a radius of 1909.86 feet, through a central angle of 00°41'58", a chord of N 80°40'43"W, 23.31 feet, to a non-tangent point of intersection with the northerly prolongation of the West line of that certain Florida Power Tract, as recorded in O.R. 2046, Pages 665-667, public records of Pinellas County; thence S 00°35'48"E along said prolongation and along said West line, for a distance of 101.49 feet to the POINT OF BEGINNING; thence S 00°35'48"E along said West line, for a distance of 227.02 feet; thence S 58°45'53"W, for a distance of 151.09 feet; thence S 30°43'03"W, for a distance of 277.15 feet; thence N 89°17'19"W along a line being 120 feet south of and parallel with the North line of the NE 1/4 of said Section 13, for a distance of 706.10 feet; thence N 50°33'06"W, for a distance of 542.79 feet to a point 100 feet south of said centerline of State Road 582 (Keystone Road); thence N 76°13'16"E along a line 100 feet southerly of and parallel with said centerline, for a distance of 683.29 feet to a Point of Curvature, said point being hereinafter referred to as Reference Point 'A'; thence eastwardly, 735.52 feet along the arc of curve, same being 100 feet southerly of and parallel with said centerline, concave southerly, having a radius of 1809.86 feet, through a central angle of 23°17'05", a chord of N 87°51'48"E, 730.46 feet, to the POINT OF BEGINNING.

LESS & EXCEPT: Beginning at previously established Reference Point 'A', run S 24°34'58"E, for a distance of 300.00 feet; thence S 37°58'22"W, for a distance of 150.00 feet to a point on the South line of the SE 1/4 of said Section 12; thence N 89°17'19"W along said South line, for a distance of 260.00 feet; thence N 13°46'44"W, for a distance of 322.49 feet to a point 100 feet south of said centerline of State Road 582; thence N 76°13'16"E along a line 100 feet southerly of and parallel with said centerline, for a distance of 313.29 feet to the POINT OF BEGINNING.

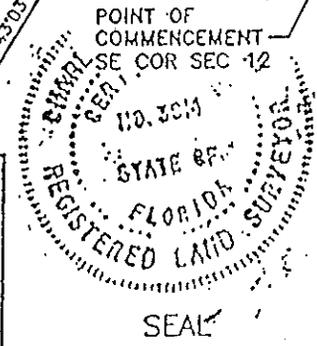
CONTAINING: 441,742 square feet or 10.141 acres more or less.

BASIS OF BEARINGS: Bearings indicated are on an assumed meridian based on East line of the SE 1/4 of Section 12, Township 27 South, Range 16 East, Pinellas County, Florida, being N 01°33'57"W.



CALCULATED BY: D.B. & R.D.
 CHECKED BY: C.N.
 S.F.N.: 336

The above sketch and/or Land Description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
 By: *[Signature]* Pinellas County Public Works
 DATE: 9/9/94
 CHARLES R. NORWOOD, LAND SURVEYOR CERTIFICATE NUMBER: 3914
 STATE OF FLORIDA. PHONE # (813) 464-8904



"EXHIBIT B"

Description of Services (noted in Item 2 - TERM AND RENTAL) provided by LESSEE and rates of each for lease agreement between Pinellas County known as LESSOR and Florida Department of Agriculture and Consumer Services, Division of Forestry known as LESSEE

- A. Services to be provided by LESSEE as consideration under this lease are described as:
1. Security: The LESSEE shall establish a forestry service facility on the LESSOR'S approximately 5,000 acre parcel. If any violation of laws are observed, LESSEE will notify the Pinellas County Sheriff.
 2. Fireline Construction: LESSEE shall construct a minimum number of presuppression firelines, not to exceed a total of twenty five (25) miles, for basic protection of said parcel from wildfires and for use during prescribed burns. All plow lines created as emergency fire breaks must be regraded to original topography following the fire. Any presuppression fireline construction will be in coordination with the Preserve Manager.
 3. Fireline Use: Existing firelines and other barriers such as roads will be used whenever possible as fire breaks for wild fires. Additional firelines may be plowed only under emergency conditions.
- B. Services, requested by the LESSOR, to be provided by LESSEE at rates published in the then current Division of Forestry Fire Manual, Chapter 15 are as follows:
1. Presuppression Fireline Maintenance: All necessary, functional presuppression firelines, as determined by the LESSEE, will be maintained on a routine basis with costs based on current published rates.
 2. Control Burning: Control burning activities shall be mutually planned by the LESSOR and LESSEE with costs based on current published rates.
 3. Planted Pine Area: LESSEE shall provide consulting services to LESSOR in all aspects of the planted pine area, located north of Keystone Road, including, but

area, located north of Keystone Road, including, but not limited to replanting, timber marketing, harvesting, and marketing.

4. Timber Harvesting: LESSEE shall provide consulting services to LESSOR regarding tree thinning and other forestry operations that may be required within the Brooker Creek Preserve.
5. Reforestation: LESSEE shall assist, when appropriate, with restoration projects planned by LESSOR. This shall include the procurement of appropriate seedling stock through the Division of Forestry nurseries and assistance with planting, with costs based on current published rates.
6. Topography Restoration: Regrading of past fire lines and other disturbances to restore original topography shall be mutually planned by the LESSOR and LESSEE with costs based on current published rates.

Lease/91105
10/13/94