

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 8 day of June, 1999, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the "County", which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. hereinafter referred to as the "TENANT."

W I T N E S S E T H:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, 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 COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby hire from the COUNTY, those certain Premises located at 4125 East Lake Road, Palm Harbor, Florida 34684 that includes a 4,500 square foot Building.

See EXHIBIT "A" attached hereto and made a part hereof.

COUNTY reserves the right to use a portion of the property at a later date to be defined in an amendment to this Lease.

2. TERM AND RENTAL: This Lease shall be for a term of twenty years. The "Commencement Date" shall be the date that the Certificate of Occupancy is issued. The rental for the term shall be ONE (\$1.00) DOLLAR per year receipt of which is hereby acknowledged.

This Lease shall stand renewed for four (4) successive automatic five year terms unless COUNTY shall, not less than three hundred sixty (360) days prior to the end of the initial twenty (20) year term hereof, or not less than three hundred sixty (360) days prior to the end of any renewal term, by written notice to the TENANT, terminate the same. TENANT shall not less than

*Commencement
date 8/30/99*

ninety (90) days prior to the end of the initial twenty (20) year term hereof, or not less than ninety (90) days prior to the end of any renewal term, by written notice to the COUNTY, terminate the same.

3. USE: It is understood and agreed between the parties hereto and TENANT covenants that said Premises during the continuance of the Lease shall be used and occupied for a library and referred to as the East Lake Community Library and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT 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 TENANT'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. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY 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 TENANT shall pay all such taxes so imposed.

5. UTILITIES: TENANT agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. The TENANT will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. MAINTENANCE AND SERVICES: The maintenance and repairs of the Premises shall be the sole responsibility of the TENANT. The TENANT shall maintain the Building, grounds including the parking areas, and other areas within the leased Premises in good repair and in a clean, neat, orderly, and sanitary condition.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT and TENANT shall make such payment within thirty (30) days of receipt of said demand. TENANT'S failure to timely reimburse shall be deemed a breach of the Lease.

7. INSURANCE: TENANT shall procure, pay for and maintain during the term

of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$300,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$300,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$250,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida law, and Employers' Liability, where applicable, of not less than \$100,000.

C. Fire and Extended Coverage of at least one hundred percent (100%) of the current replacement dollar value of all buildings, fixtures and improvements of TENANT.

Proceeds from any such insurance shall be paid directly to the insureds. Said proceeds shall be received and disbursed solely to pay for the repair or replacement of any damage or loss to the buildings, fixtures, or improvements, or to any partially constructed building, improvement or other facility. The improvements, buildings, and other facilities shall be revalued by the insurance carrier each year during the term hereof, and the amount of insurance coverage adjusted accordingly within thirty (30) days thereafter.

The TENANT will purchase a "no-co insurance" form or insures for the full value of the building.

D. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Real Estate Management Division, 201 Rogers St., Clearwater, Florida 33756 and every year thereafter. TENANT shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy

clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Other insurance-The Companies shall not be liable if, at the time of loss or damage there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

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

9. ASSIGNMENT AND SUBLETTING: The TENANT 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 COUNTY, 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 COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY's rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT 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 COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT 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 TENANT. Any mechanics liens against the Premises, TENANT's leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in

the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY's interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS: TENANT 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 COUNTY in the Premises herein on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION: TENANT shall be granted possession of the Premises immediately upon the "Commencement Date" of this Lease after the Certificate of Insurance has been received by Real Estate Management 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.

13. INDEMNIFICATION: TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY's costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. 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 the rent shall be paid up to that day, and if such portion of the 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 TENANT 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, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT 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 TENANT exercises its right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking. If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make the repairs made necessary to said partial taking.

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

15. DESTRUCTION OF PREMISES: If the Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, TENANT may, by written notice delivered to COUNTY within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and TENANT shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. If TENANT elects not to restore or rebuild, COUNTY may have the option to do so. If neither party so elects, this Lease shall terminate effective the date of said destruction. If neither party desires to rebuild, TENANT will remove rubble.

16. DEFAULT: If the TENANT 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 TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have fifteen (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 TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said

default, it may be lawful for the COUNTY to declare said term ended and to re-enter upon the Premises and to retake possession of the said leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

In the event TENANT defaults as set out above or elsewhere in this Lease, any monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS: TENANT agrees that any signs or advertising, including awnings, to be used in connection with the leased Premises must have COUNTY'S written approval before installation. COUNTY'S approval may not be unreasonably withheld.

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

19. OBSERVANCE OF LAWS: TENANT 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 boards and agencies, and of insurance carriers, due to this use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES: The COUNTY 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 to any property owned or controlled by the COUNTY therein. Such events shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the work.

The entrance way and parking lots on the Property shall be shared by the TENANT and any other County agency that is permitted to locate on the site.

21. 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 any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. 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.

22. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Ellyn Kadel, Manager
Real Estate Management Division
General Services Department
201 Rogers Street
Clearwater, FL 33756

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

Mr. Almonte Paolilli, Director
Palm Harbor Library
2330 Nebraska Ave.
Palm Harbor, Florida 34683

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

24. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon TENANT performing all of the covenants and conditions aforesaid on TENANT's part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

25. 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 TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY 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.

26. PUBLIC ENTITY CRIME ACT:

The TENANT is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. 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.

28. FISCAL FUNDING: In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES: TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. GRANT REQUIREMENT: COUNTY and TENANT assure that the Building will be used exclusively for the public library purposes for which constructed or altered and submit proposed changes in use to the Division of Library and Information Services for approval if within 20 years of the completion of the construction.

31. WARRANTY CONTRACTS: COUNTY agrees to assist TENANT with but not limited to such items as roofing and heating/air conditioning that are covered under warranty contracts.

32. OWNERSHIP OF BUILDING: Upon termination or expiration of the Lease, all permanent buildings and improvements constructed on the leased Premises and any fixtures herein shall become property of the COUNTY.

The TENANT warrants that it will execute such Bill of Sale or Deed which the COUNTY requires to effect the transfer of ownership, but if the TENANT fails to do so, the terms of this Lease shall be sufficient to transfer title.

33. ENTIRE AGREEMENT: The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

WITNESS:

TENANT:

PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: Joan Gimlin
Print Name: JOAN GIMLIN
Title: _____

By: [Signature]
Print Name: J. Stephen Ubra
Title: Chairman

(CORPORATE SEAL)

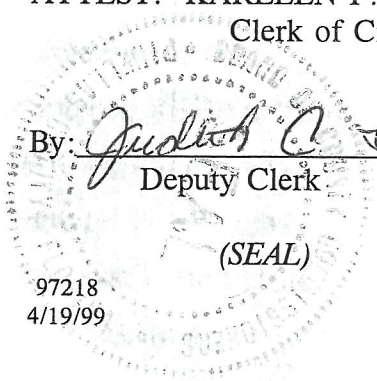
COUNTY:

ATTEST: KARLEEN F. DE BLAKER
Clerk of Circuit Court

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

By: Judith A. Buben
Deputy Clerk

By: [Signature]
Chairman



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY [Signature]
ATTORNEY

EAST LAKE ROAD

RIGHT-OF-WAY
O.R. 8663, P. 1872

EA GLE COVE R. & 102, PP. 96 - 100 N89°58'50"W

PINELLAS COUNTY SCHOOL BOARD

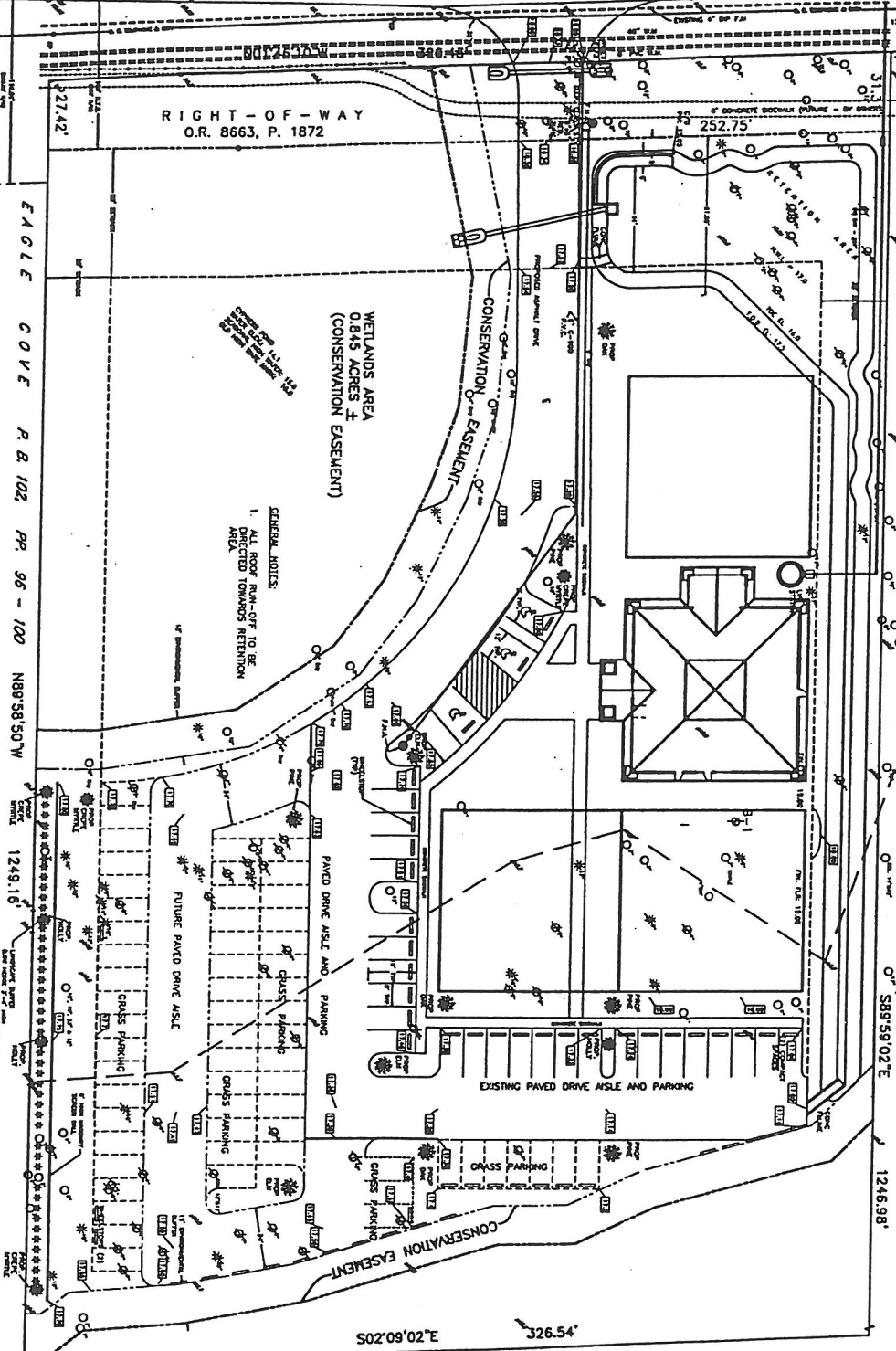


EXHIBIT "A"

- LEGEND
- PROPOSED DRIVE WAY
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT
 - PROPOSED ACCESSORY BUILDING FOOTPRINT

SHEET NO.
A-0

WILLIAMSON / DACAR ASSOCIATES, INC.
ARCHITECTS & ENGINEERS

SHEET TITLE:
SCHEMATIC PLAN

CONVEYOR NO. -
PHASE SCHEMATIC
SCALE 1/8" = 1'-0"
DATE 07/20/00
BY: [Signature]
CHECKED BY: [Signature]
DATE: 07/20/00

MARK DATE REVISION

NO.	DATE	REVISION

PROJECT
NEW LIBRARY
EAST LAKE COMMUNITY LIBRARY
PALM HARBOR, FLORIDA