

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 8 day of September, 2005, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" and "County," which terms shall include County's designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC., a Florida non-profit corporation, hereinafter referred to as "PHCSA" or "TENANT."

WHEREAS, the Palm Harbor Community Services District Municipal Servicing Taxing & Benefit Unit, hereinafter referred to as "MSTU", was created to fund recreation and library services for the citizens of Palm Harbor; and

WHEREAS, PHCSA is the non-profit corporation contracted to administer and operate the MSTU; and

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

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 lease from the COUNTY, 8.534 acres of property. Those certain Premises are situated in Pinellas County, Florida and located at 1500 - 16th Street, Palm Harbor, FL. These are legally described as:

The South ½ of Tract "A" of CAMPBELL'S PALM HARBOR GROVE
REPLAT subdivision, according to the plat thereof, as recorded in Plat Book 21,
page 75, Public Records of Pinellas County, Florida.

The premises are commonly described as: Building 1 = Palm Harbor Community Activity Center and Building 2 = Auxiliary Building.

2. TERM AND RENTAL:

This Lease shall be for a term of five (5) year(s) commencing October 1, 2005; (hereinafter referred to as the "Commencement Date"), and ending on September 30, 2010. This Lease shall stand automatically renewed for successive additional one-year terms. Either

party may send written notice to the other party of its intent to terminate the Lease at any time by giving one hundred eighty (180) days notice.

3. USE:

A. It is understood and agreed between the parties hereto and TENANT covenants that the Premises during the continuance of the Lease shall be used for recreation and for such "private events" and "special events" as are customary to support the facility and for no other purpose or purposes, without the written consent of the COUNTY. In the event the TENANT wishes to alter the outdoor recreation activities with new or future planned activities, the TENANT must obtain prior written consent of COUNTY. Such Consent shall be granted by the Manager of Lease Management Division, or his/her designee. The TENANT agrees to cause the Leased Premises to be operated for such purposes 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.

"Private events" as used above may include events such as weddings and other private rentals and "special events" may include dances, dinners, and other fund raising events. For private events and special events, the TENANT shall be permitted to serve alcoholic beverages on the Premises, subject to the provisions herein.

- a. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is no licensed professional caterer, TENANT shall at all times during the term of this Lease carry blanket event coverage with limits of \$1,000,000.
- b. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is a licensed professional caterer, then TENANT shall require the caterer to obtain such license as is necessary and shall require the caterer to carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. Alternatively, if private events or special events are hosted by licensees of TENANT, then that licensee shall carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. If such policy excludes coverage for dispensing of alcoholic beverages, then the policy shall contain a "Dram Shop" endorsement, or similar endorsement, which provides coverage to the extent of the liquor license held by the caterer or host of the private event or special event. The Pinellas County Board of County Commissioners shall be named as an additional insured on any required insurance policy. The TENANT, its licensees, and licensed caterer shall comply with all

Federal, State and Local Laws, rules and regulations concerning the service and consumption of alcoholic beverages.

- c. In the event that TENANT permits or hosts private events or special events at which alcohol is sold, or if licensees of TENANT are hosting private events or special events at which alcohol is sold, then TENANT or TENANT'S licensee, as applicable, shall contract with a licensed professional caterer who is licensed to serve alcohol. The caterer shall carry the insurance described in subparagraph b. above and comply with all provisions described in subparagraph b. above.
- d. Additionally, for any and all use of alcoholic beverages on the Leased Premises, TENANT covenants and agrees that it will, and by contract it will require its licensees' licensed caterers, as well as its licensees, to indemnify and hold harmless the COUNTY and all of the 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 the TENANT, its officers, employees, agents, contractors, or subcontractors during the term of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or the 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, employees, agents, contractors, or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by the sole negligence of COUNTY or any of its officers or employees.
- e. The provisions of Pinellas County Ordinance No. 00-42, as codified, are hereby waived and the consumption of alcoholic beverages shall be permitted within the Premises during the date and time of the private event or special event.
- f. The TENANT shall not allow the Premises to be used for activities prohibited in all COUNTY-owned or COUNTY-occupied buildings under the provisions of Federal, State, or Local Laws, rule, regulations, or ordinances. By way of illustration and not limitation, State Law prohibits the use of COUNTY-occupied buildings for political fundraisers see § 106.15(40), Fla. Statutes, and Federal and State Law prohibit use of county-occupied buildings for any implied promotion of a religion.

This Lease Agreement is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. All rights of TENANT hereunder may be terminated by the COUNTY, effective upon receipt of written notice, in the event that any other use is made thereof.

B. TENANT may subcontract for other recreation services and programs, such as but not limited to AARP and YMCA of the Suncoast, Inc. However, all subcontracts must have prior written consent by the COUNTY, which consent may be granted by the Manager of Lease Management Division, or his other designee. All subcontracts shall be in the form of a written PHCSA

Contract for Services, a copy of which will be provided to the COUNTY upon execution. Subcontractors shall carry the amount and type of insurance required by TENANT under the terms of this Lease. Additionally, TENANT covenants and agrees that it will have its subcontractors indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, employees, contractors, and subcontractors from any claim, loss, damage, cost, charge or expenses arising out of any act, action, neglect, or omission by TENANT, its officers, employees, agents, contractors or subcontractors during the term of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or the 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, employees, agents, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

PHCSA shall subcontract certain recreation activities to YMCA of the Suncoast, Inc. PHCSA shall permit YMCA to occupy a portion of Building 2, Rooms J, K, and L, as shown on Exhibit "A" attached hereto, and as agreed to between PHCSA and YMCA. The amount and location of this space may change from time to time upon mutual agreement between PHCSA and YMCA. The subcontract shall be co-terminus with the terms of this Lease Agreement.

C. COUNTY RESERVATION FOR DISASTER RELIEF

Notwithstanding other provisions of this Lease, in response to the post-Hurricane Andrew studies in South Florida, COUNTY expressly reserves the right to utilize the Premises for an emergency shelter, disaster preparedness, and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude PHCSA'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

D. ANNUAL REPORT

TENANT shall provide and submit annually to COUNTY a Report. The Report shall include its activities, along with any subtenant or sublessee's activities, upon and uses of the Premises, including a brief statement of the services or facilities which it has provided and made available on the Premises for the use and enjoyment of the general public, together with a statement of the approximate number of persons who have used the Premises and a Financial Statement. The Report shall be delivered to the County on or before March 31st of each year.

TENANT shall also provide other reasonable information as COUNTY may, from time to time, request, and COUNTY shall allow TENANT a reasonable period of time within which to comply.

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 demised 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 telephone service.

6. MAINTENANCE AND SERVICES:

TENANT is responsible for the maintenance and repair of all the buildings and grounds including but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, walls, floors, and roof. It is the intent of the parties that the TENANT must be responsible for the buildings, systems, structural and non-structural aspects of the buildings, including but not limited to roof, windows, plumbing, electric, HVAC, walls, bearing & non-bearing, ceilings, painting interior and exterior, landscaping, site drainage, and parking lots.

TENANT shall create a fund for maintenance, repair, and replacement expenses and will follow the Facility Management Guidelines Standard for Maintenance, as it may be amended from time to time, a copy of which will be delivered to TENANT upon request and as changed in the future. TENANT will maintain a log sheet of all maintenance performed and upon request will provide a copy of the log sheet to the COUNTY through the Lease Management Division.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of demand. TENANT'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

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 \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. 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 in an amount equal to one hundred (100%) percent of current replacement dollar value of all buildings, fixtures, and improvements. Proceeds from such insurance shall be paid directly to the insured, subject however, to the reasonable requirements of TENANT'S lender. Said proceeds shall be received and disbursed solely to pay for the repair or replacement of any damage or loss to the building, fixtures, or improvements or any partially constructed buildings improvements or other facility. Said improvements shall be re-valued by the insurance carrier each year during the term hereof, and the amount of insurance coverage adjusted accordingly within thirty (30) days thereafter. TENANT may purchase a policy for the Fire and Extended Coverage that includes the TENANT, subcontractors, and COUNTY, if TENANT prefers one policy including all.

D. Builders Risk Insurance and/or Installation Floater shall be provided to insure against loss of or damage to the work by perils insured under an all risk form including, but not limited to, fire, lightning, extended coverage perils, sinkhole and flood. The amount of coverage shall be the replacement cost of the work as determined by the COUNTY. Said policy shall show the COUNTY, TENANT and contractor, as their interests may appear, as additional named insured with any loss payment made payable to the COUNTY for the benefit of all concerned. Subrogation rights shall be waived. Deductibles shall be the responsibility of TENANT.

E. Any insurance company carrying the required coverages shall have a Best's rating of at least B+VII.

F. TENANT shall require any contractors or subcontractors to provide, pay for and maintain the above types of insurance with companies meeting the qualifications listed above. To the extent permitted by law, such policies shall name Pinellas County Board of County Commissioners as an additional insured.

G. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Lease Management Division, 201 Rogers Street, Clearwater, FL 33756 and annually thereafter. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. TENANT shall notify 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. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The TENANT hereby waives subrogation rights for loss or damage against the COUNTY.

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, either indoors or outdoors, 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. In the event the TENANT wishes to alter the outdoor recreation activities with new or future planned activities, the TENANT must obtain prior written consent of COUNTY. Such Consent shall be granted by the Manager of Lease Management Division or his/her designee. 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 demised or 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 demised 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 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 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 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 demised 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 untenantable, COUNTY may, by written notice delivered to TENANT within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY 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. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenantable. If COUNTY elects not to restore or rebuild, TENANT may have the option to do so only with COUNTY'S written approval. If neither party so elects, this Lease shall terminate effective the date of said destruction.

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 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 COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised 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 demised term.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other 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 demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES:

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 for making repairs to the demised Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being effected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification.

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 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 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 demised 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 notices, checks for rental, and other sums accruing under this Lease shall be forwarded to COUNTY, by Registered or Certified mail, return receipt requested, until TENANT is notified otherwise in writing, to the following address:

David DelMonte, Manager
Lease Management Division
General Services Department
201 Rogers Street
Clearwater, FL 33756

All notices given to TENANT shall be forwarded by Registered or Certified mail, return receipt requested, until COUNTY is notified otherwise in writing, to the following address:

Palm Harbor Community Services Agency, Inc.
1500 - 16th Street
Palm Harbor, FL 34683

24. QUIET ENJOYMENT:

The COUNTY covenants and agrees that upon TENANT paying said rent and 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 demised 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 the County Public Health Department.

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:

A. TENANT hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT' business (the "Permitted Activities") provided said Permitted PHCSA

Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by COUNTY; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT'S business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws and approved in advance in writing by COUNTY; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought thereon, TENANT shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws; (vii) COUNTY shall be permitted to conduct at COUNTY'S expense any Environmental Testing reasonably necessary by COUNTY or COUNTY'S agent, to determine the presence of any Hazardous Substance. If at any time during or after the term of the Lease the Premises is found to be so contaminated or subject to said conditions demonstrated to have been caused exclusively by TENANT during the Lease Term, TENANT agrees to clean up the Premises according to Environmental Laws. If any contamination is found to have been caused in part by TENANT, TENANT agrees to be responsible for clean-up expenses only to the extent that it is contributorily negligent. The foregoing obligation shall survive the termination or expiration of this Lease. In the event TENANT fails to act in the removal, proper disposal, or all required clean-up procedures to the satisfaction of appropriate Federal, State or Local Agencies, COUNTY shall have the right to remedy TENANT'S environmental problem at TENANT'S costs, and seek recovery from TENANT through proper legal channels. The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, including, but not limited to, asbestos, polychlorinated byphenyls, and petroleum products, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any Federal, State or Local Law or ordinance relating to pollution or protection of the environment.

B. TENANT agrees to promptly notify COUNTY of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of

responsibility, and to advise COUNTY of any environmental concern expressed by any private party or government agency.

30. OWNERSHIP & MAINTENANCE OF PERSONAL PROPERTY:

The parties agree that the personal property described in the previous Lease dated November 24, 1998, and its subsequent amendments, and as outlined in paragraph 32 of said previous Lease, is hereby transferred to PHCSA, by its predecessor NPCAC.

Any personal property, which includes but is not limited to furnishings, stoves, refrigerators, tables, chairs, and kitchen equipment which may have been acquired through grants, will belong to the TENANT. TENANT will maintain and insure all personal property acquired through grant monies. Since grant funds were intended for this specific purpose and if for any reason PHCSA ceases to be the TENANT, it shall convey the personal property obtained through grants to COUNTY through a Bill of Sale. In the event PHCSA fails or refuses to sign a Bill of Sale within sixty (60) days of receipt of notice to do so by the COUNTY, then the above-referenced personal property shall be deemed to become the property of the COUNTY without further action.

31. 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.

INTENTIONALLY LEFT BLANK

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

ATTEST: Ken Burke
Clerk of Circuit Court

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

By: Linda R. Reed
Print Name: LINDA R. REED
Print Title: DEPUTY CLERK

By: John Morroni
Print Name: JOHN MORRONI
Print Title: BCC-CHAIR
(SEAL)

WITNESSES:

TENANT: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: Rick Burton
Print Name: RICK BURTON

By: Benjamin J. Gagliardo
Print Name: BENJAMIN J. GAGLIARDO
Print Title: CHAIRMAN
(SEAL)

By: Mary Sanchez
Print Name: MARY SANCHEZ

Approved as to Form
Office of County Attorney

By: Sarah Richardson
Title: Assistant County Attorney

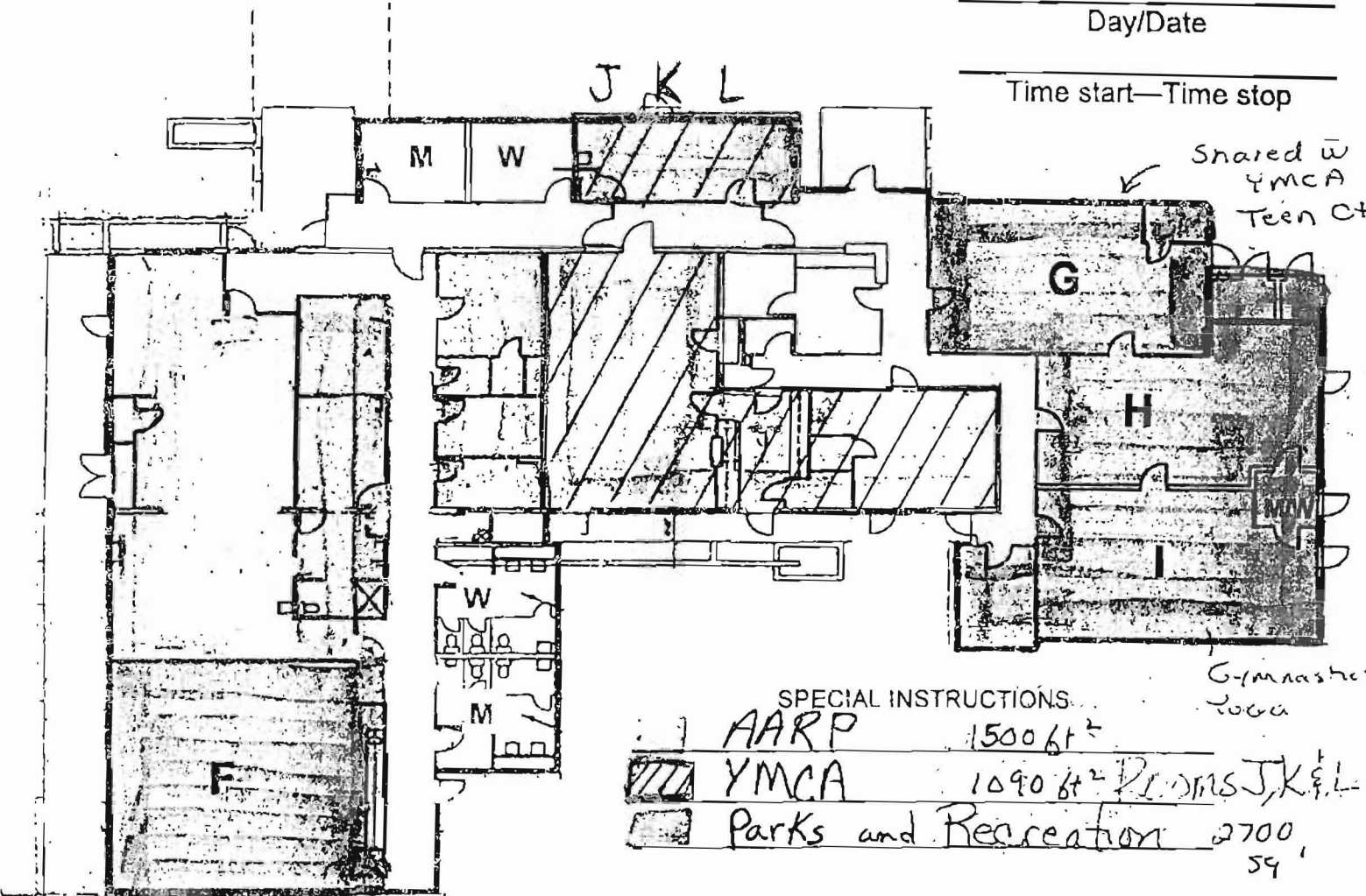
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**Palm Harbor Parks & Recreation
1550 16th Street — Building 2**

Name

Day/Date

Time start—Time stop



ROOM OCCUPANCY RATES

ROOM	SIZE	SQ FT	BANQUET	BANQUET WITH DANCE FLOOR	THEATRE
F	30' x 30'	900	60	45	90
G	20' X 30'	600	50		80
H	20' X 30'	600	50		80
I	20' X 30'	600	50		80