



BOARD OF COUNTY COMMISSIONERS

DATE: June 03, 2008

AGENDA ITEM NO. 18.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Award of Lease - Studio Apartment in St. Pete Beach, Florida
Contract No. 078-0449-A (DM)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD A CONTRACT FOR THE LEASE OF A STUDIO APARTMENT, ST. PETE BEACH, FLORIDA TO ERIC BENNETT, ST. PETERSBURG, FLORIDA. AGREEMENT IS ON FILE IN THE PURCHASING DEPARTMENT.

I FURTHER RECOMMEND THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On March 21, 2008, the Purchasing Department on behalf of Real Estate Management, let a Bid No. 078-0291-R (DM) for the lease of a County owned studio apartment located at 113 10th Avenue, St. Pete Beach, Florida; no bids were received.

After the bid opening date, Eric Bennett contacted staff and expressed an interest in becoming the tenant/caretaker of this property. Staff made the decision to negotiate a lease agreement with Mr. Bennett at the minimum lease amount stated in the bid document of \$625.00 per month, as opposed to spending administrative time and money publicly advertising and re-bidding this lease contract.

This lease shall be for a term of one (1) year commencing on the 1st day of July 2008, and end on the 30th day of June 2009. This lease shall be automatically renewed for four (4) successive additional terms of one (1) year each unless either party notifies the other in writing thirty (30) days prior to the end of any term of its intent not to renew. For purposes of rental redetermination, the anniversary date shall be July 1. The rental rate will increase five (5%) percent each year on the anniversary date.

The Board affirmatively:

1. Recognizes its leasing procedures, which have been complied with, including the requirement to advertise the availability of the property, but waives the request for authority to advertise required under 8.2.3 of the Real Estate Procedures (8-2001)
2. Declares the property surplus
3. Approves the lease form with Eric Bennett; and
4. Approves the Lease Agreement

Fiscal Impact/Cost/Revenue Summary:

TOTAL ANNUAL LEASE REVENUE: \$7,500.00

Exhibits/Attachments Attached:

1. Contract Review
2. Lease Agreement

CONTRACT REVIEW TRANSMITTAL SLIP

CATS # 26074

8 25338

PROJECT: St. Pete Beach Cottage – Lease Agreement

ESTIMATED EXPENDITURE/REVENUE:

TYPE: () Lease (X) License
() Amendment () Other

\$ 625.00
(Circle appropriate choice above.)

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and suggested comments and/or changes.

- *To assist other reviewers in this process, please mark your comments and/or suggested changes directly upon the document itself in INK.*
- *So that we can correctly identify which are your comments on this form, please indicate the page numbers that correspond to your suggested changes and/or comments.*

Upon completion of your review, please complete the Contract Review Transmittal Slip below and call Beth Spaulding, ext. 45447 so that it can be picked up and taken to the next Review Authority on the list.

<u>Review Authority</u>	<u>Review Date</u>	<u>Review Signature</u>	<u>Corres. Pg. #'s to Document</u>	<u>Comments Included/Addressed (Date)</u>
Fac. Mgmt. (L.M.D.)	5/2/08	<i>Percels</i>	5/6/08	<i>Percels</i>
Legal (Michael Zas)	5/4/08	<i>M Zas</i>		<i>Should not be</i>

move the language to party reserves right to terminate w/out cause and of the default provision and maybe make it use our own provision like i. Terminate please

Please return to Facility Management, Lease Management Division by May 5, 2008. All inquiries should be made to Beth Spaulding at telephone extension 45447.

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2008, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," or "COUNTY," which terms shall include County's designated agent(s) and/or successors in interest, and Eric Bennett, hereinafter referred to as "TENANT/CARETAKER."

WITNESSETH:

1. PREMISES:

In consideration of the rent hereinafter agreed to be paid by the TENANT/CARETAKER 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/CARETAKER, and the TENANT/CARETAKER does hereby lease from the COUNTY, an unfurnished cottage. Those certain Premises are situated in Pinellas County, Florida, and located at 113 10TH Avenue, St. Pete Beach, Florida and legally described as:

Lot 19, Blk 4, MOREY BEACH, as recorded in Plat Book H1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

2. TERM AND RENTAL:

This Lease shall be for a term of one (1) year commencing the on the 1st day of July 2008, and end on the 30th day of June 2009. The rental consideration for this term shall be Six Hundred Twenty Five (\$625.00) Dollars per month payable without notice, on the first day of each month of the Lease Term and any renewal options. This Lease shall be automatically renewed for four (4) successive additional terms of one (1) year each unless either party notifies the other in writing thirty (30) days prior to the end of any term of its intent not to renew.

For purposes of rental redetermination, the Anniversary Date shall be July 1. The rental rate will increase five (5%) percent each year on the Anniversary Date.

3. USE:

It is understood and agreed between the parties hereto and TENANT/CARETAKER covenants that said Premises during the continuance of the Lease shall be used and occupied for residential use and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT/CARETAKER agrees to cause the Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT/CARETAKER'S control. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT/CARETAKER shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT/CARETAKER hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The County-owned Gulf Beaches Historical Museum (Museum) that is adjacent to the Beach Cottage, may utilize, with prior notice to the TENANT/CARETAKER, the front yard of the Beach Cottage for special events. The Museum personnel/volunteers are responsible for any clean-up incurred prior, during and after such event.

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/CARETAKER agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. If such charges are not so paid, they shall be added to the next or any subsequent month's rent thereafter to become due, as COUNTY elects, and be collectible in the same manner as rent. COUNTY shall not be liable in any manner for damages to TENANT/CARETAKER'S possessions, or for any other claim by TENANT/CARETAKER, resulting from any interruption in utility services. The TENANT/CARETAKER will also pay for all telephone service.

COUNTY will pay water, sewer, and garbage collection.

6. TENANT/CARETAKER'S MAINTENANCE AND SERVICES:

The TENANT/CARETAKER shall maintain the Premises, including the building interiors and exteriors and common areas in good repair and in a clean, neat, orderly, and sanitary condition.

TENANT/CARETAKER will maintain the grounds of Lot 19, referred to as the Beach Cottage, including weeding, trimming of the bushes, removal of dead limbs and debris, mowing (if applicable), sweeping and edging. The Beach Cottage property is a visual extension of the Museum, therefore the grounds must be well maintained at all times. TENANT/CARETAKER shall also monitor activities of lot 18 (Museum) and lot 19 (Beach Cottage) and promptly report any suspicious behavior to the appropriate law enforcement authorities; shall monitor the state and condition of the properties and promptly report any unsafe condition or damage to the properties to the proper authority (or to the Director or designee of Heritage Village, as appropriate); and shall generally be the eyes and ears of the COUNTY for the protection of both Lots 19 and 18. The Tenant/Caretaker will unlock, lock, and set alarms for the museum building on an as needed basis as assistance to Friends of Gulf Beaches Historical Museum who manage and operate the museum for Pinellas County.

TENANT/CARETAKER will replace light bulbs in the cottage when needed.

TENANT/CARETAKER will replace air-conditioner filter when needed (if applicable).

TENANT/CARETAKER may paint, at its own expense, the interior of the Beach Cottage, with prior COUNTY approval. A paint sample must accompany the written request.

Prior to the end of the tenancy, the COUNTY may request the TENANT/CARETAKER repaint the interior to an acceptable neutral color.

TENANT/CARETAKER shall provide COUNTY with prompt written notice or telephonic notice of any structural defects or replacements that are outlined in the paragraph titled COUNTY'S MAINTENANCE AND SERVICES.

TENANT/CARETAKER will be responsible for any repairs and replacements outlined in the paragraph title COUNTY'S MAINTENANCE AND SERVICES if covered or resulting from the actions or negligence of TENANT/CARETAKER, its agents, employees, guests, invitees, lessees, customers or clients.

TENANT/CARETAKER, shall be responsible for the maintenance of the washer and dryer currently on the Premises. Should the TENANT/CARETAKER desire to replace the

above mentioned items, the item(s) will be deemed to be his/her personal property. The personal property items shall be removed from the Premises, at TENANT/CARETAKER'S expense, upon termination of the Lease Agreement.

7. COUNTY'S MAINTENANCE AND SERVICE:

COUNTY shall be responsible for the performance of structural repairs and replacements including outside walls, windows, screens, doors, partitions, foundation, floors, indoor and outdoor water fixtures, locks, mechanical systems, air conditioner, lighting fixtures, but only if such repairs and replacements are not determined to be the result or action of TENANT/CARETAKER'S, its agents, employees, guests, invitees, lessees, customers or its clients.

COUNTY shall be responsible for maintenance and replacement of stove, refrigerator, ceiling fan, hot water heater and air conditioner.

COUNTY shall be responsible for painting the outside of the cottage on an as need basis.

In the event COUNTY pays any monies required to be paid by TENANT/CARETAKER, COUNTY shall demand repayment of same from TENANT/CARETAKER within ten (10) days of receipt of said demand. TENANT/CARETAKER'S failure to timely reimburse shall be deemed a breach of this Lease.

8. INSURANCE:

TENANT/CARETAKER 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 \$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. 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/CARETAKER 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/CARETAKER. 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. 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/CARETAKER hereby waives subrogation rights for loss or damage against the COUNTY.

C. In the event the above described insurance may not be obtained by tenant, TENANT/CARETAKER shall procure, pay for, and maintain during the term of the Lease the following:

A HO4 policy covering fire, theft, and lightning, and limited personal liability in a form and in such amounts established by the COUNTY'S Risk Management Department. In the future, if the coverage described in Paragraph 8 of the Lease becomes available for this property, the TENANT/CARETAKER will be required to provide such coverage within thirty (30) days of the date of notice sent to TENANT/CARETAKER by the COUNTY.

9. 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/CARETAKER, and COUNTY shall not be liable to TENANT/CARETAKER or any other person for any injury, loss, or damage to property or to any person on said Premises.

10. ASSIGNMENT AND SUBLETTING:

The TENANT/CARETAKER 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.

11. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT/CARETAKER 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/CARETAKER shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Premises undertaken by TENANT/CARETAKER. All such additions, improvements and fixtures, except personal furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease. (See Attachment "County Assets")

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

12. COVENANT AGAINST LIENS:

TENANT/CARETAKER 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/CARETAKER with respect to the Premises or any part thereof, are hereby charged

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with notice that they must look to TENANT/CARETAKER to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

13. POSSESSION:

TENANT/CARETAKER 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 Commencement Date.

14. INDEMNIFICATION:

TENANT/CARETAKER 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/CARETAKER, 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/CARETAKER 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.

15. DESTRUCTION OF PREMISES:

If the Premises shall, without fault of TENANT/CARETAKER, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT/CARETAKER within thirty (30) 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 untenable. If COUNTY elects not to restore or rebuild, TENANT/CARETAKER 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/CARETAKER 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/CARETAKER, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT/CARETAKER of the default and its demand to cure the default. Upon receipt of notice, TENANT/CARETAKER 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/CARETAKER agrees and shall pursue continuously until the default is finally cured. Upon TENANT/CARETAKER'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 Premises and to retake possession of the said Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT/CARETAKER 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/CARETAKER, 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/CARETAKER defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT/CARETAKER 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.

The parties acknowledge that the maintenance, services and duties of TENANT/CARETAKER are an integral part of TENANT/CARETAKER'S consideration for the use of the Premises. Accordingly, any failure to comply with the duties described in Paragraph 6 above and elsewhere in this Agreement shall be deemed a material default.

17. TERMINATION:

COUNTY reserves the right to terminate this Lease with thirty (30) day notice, at any time, with or without cause.

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/CARETAKER 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/CARETAKER.

19. OBSERVANCE OF LAWS:

TENANT/CARETAKER 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:

The COUNTY shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same or for making repairs to the Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT/CARETAKER'S quiet enjoyment, except as is naturally necessitated by the nature of the repairs being affected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification. TENANT/CARETAKER may not change the locks without prior approval from the COUNTY. Should approval be granted, the TENANT/CARETAKER shall provide the COUNTY with a key.

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/CARETAKER. 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/CARETAKER 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/CARETAKER is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES:

The checks for rental or other sums accruing hereunder shall be made payable to Pinellas County Board of County Commissioners and forwarded to the COUNTY at the following address:

Lease Management Division
201 Rogers Street
Clearwater, FL 33756

All written requests for maintenance will be mailed to:

Cultural, Education and Leisure Department
631 Chestnut Street
Clearwater, FL 33756

Until TENANT/CARETAKER 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/CARETAKER is notified otherwise in writing. All notices given to the TENANT/CARETAKER hereunder shall be forwarded to TENANT/CARETAKER at the following address:

113 10th Avenue
St. Pete Beach, FL 33706

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/CARETAKER paying said rent and performing all of the covenants and conditions aforesaid on TENANT/CARETAKER 'S part to be observed and performed, the TENANT/CARETAKER 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/CARETAKER to assign TENANT/CARETAKER'S interest under this Lease is and shall be subject to the written consent of the Manager of Lease Management 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/CARETAKER 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/CARETAKER 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:

TENANT/CARETAKER shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT/CARETAKER 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/CARETAKER 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/CARETAKER 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/CARETAKER 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. ENTIRE LEASE AGREEMENT:

The 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.

COUNTY:

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

ATTEST: Ken Burke
Clerk of Circuit Court

By: _____

Print Name: _____
Deputy Clerk

By: _____

Print Name: _____
Chairman

WITNESSES:

TENANT/CARETAKER:

Stephanie Prestwood

Print Name: Stephanie Prestwood

By: [Signature]

Print Name: Eric Bennett

Skye Brown

Print Name: Skye Brown

Approved as to Form
Office of County Attorney

By: [Signature]
Assistant County Attorney

[Handwritten initials]

LIST OF COUNTY ASSETS
LOCATED AT 113-10TH AVENUE
A/K/A BEACH COTTAGE

1. Water Heater
2. Air Conditioner Window Unit
3. Stove
4. Refrigerator
5. Washer and Dryer
6. Ceiling Fan

2007-0088