

**GROUND LEASE AGREEMENT FOR CONSTRUCTION OF FACILITIES
BETWEEN LEON COUNTY, FLORIDA AND
THE AMERICAN NATIONAL RED CROSS**

This Ground Lease Agreement for Construction of Facilities ("Ground Lease") is made this _____ day of _____, 2008, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)), hereinafter referred to as the "Red Cross."

RECITALS

WHEREAS, the County seeks to create a joint dispatch operation for public safety agencies ("Joint Dispatch Center") in partnership with the City of Tallahassee, a Florida Municipal Corporation ("City of Tallahassee") and the Leon County Sheriff; and

WHEREAS, the Joint Dispatch Center is planned to be constructed on real property owned by the County and generally bounded by Easterwood Drive to the south, City electric power easements to the north, the Animal Shelter Lease to the East, and Weems Road to the West in Tallahassee, Florida; and

WHEREAS, the Red Cross, a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross Movement, provides relief to victims of disaster and helps people prevent, prepare for, and respond to emergencies; and

WHEREAS, the Red Cross provides immediate assistance to the public in times of disasters and partners with public safety agencies to plan and respond to such disasters; and

WHEREAS, the County is the owner of real property adjacent to the planned Joint Dispatch Center site, which is more specifically described in **Exhibit "A"** attached hereto and by reference incorporated herein; and

WHEREAS, the real property described in Exhibit "A" is located within a larger tract of real property, of which the County is the owner, and such larger tract of real property shall hereinafter be referred to as the "Project Area." The Project Area is located within that particular tract of land as set forth in Quitclaim Deed dated October 12, 1979, and recorded at Book 947, Page 1831, Official Records of Leon County, as generally depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference subject to: (1) City Power Easements, recorded at Book 2559, Page 1695 ("City Power Easements"); (2) Sanitary Sewer Easements, recorded at Book 1751, Page 2082 and Book 2051, Page 1416 ("Sanitary Sewer Easements"); (3) Goose Pond Bike Trail, recorded at Book 2350, Page 00550 ("Goose Pond Bike Trail"); and (4) the Parks and Recreation Agreement (defined below); and

WHEREAS, the Red Cross desires to do site and infrastructure development and erect a Facility (defined below) on the Leased Property (defined below) in close proximity to the Joint Dispatch Center; and

WHEREAS, to enable the Red Cross to erect the Facility on the Leased Property, the County desires to lease the Leased Property to the Red Cross, and the Red Cross desires to lease the Leased Property from the County for the Term (defined below) of this Ground Lease, upon the covenants, conditions and provisions herein set forth; and

WHEREAS, the Parties agree the Facility shall provide disaster and other services typically provided by the Red Cross; and

WHEREAS, the Board of County Commissioners adopted Resolution No. _____ on _____, 2008, which is attached hereto as Exhibit "C".

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Definitions. As used in this Ground Lease, terms shall be construed as follows:

- 1.1. The term "Commencement of Construction" shall mean the Red Cross' performance of physical activities on the Project Area, except Preconstruction Activities (defined below) which results in visible changes which are visible to any reasonable person inspecting the Project Area as the initial steps for the preparation of the land or the installation of improvements or fixtures, and can generally be described as when physical activities on the Project Area occur that are recognizable as commencement of construction, such as clearing or grading, or layouts of foundations.
- 1.2. The term "Completion of Construction" shall mean Substantial Completion has been achieved; all of the conditions of the Red Cross' construction contract, including punch list items, have been physically completed for the Project Area; a final certificate of occupancy has been issued for the Site by the appropriate regulatory agencies; and the construction contractor has submitted all closeout documents to the Red Cross.
- 1.3. The term "Excluded Personal Property" shall mean any inventory, trade fixtures, machinery, equipment or other personal property, used or useful in Red Cross' business owned by Red Cross or third parties, other than permanently attached equipment or machinery constituting real estate fixtures or such equipment or machinery as is necessary to the operation of the Facility.
- 1.4. The term "Facility" shall mean the improvements constructed on the Leased Property, including but not limited to the building, related infrastructure, roadways and walkways, and equipment and machinery not deemed to be Excluded Personal Property.
- 1.5. The term "Force Majeure" shall mean any circumstances beyond the control of Red Cross or the County, including, without limitation, acts of God, acts of a public enemy, governmental interference, inability to obtain labor, energy or supplies, riot, civil commotion, strike, lockout or any other unforeseeable event (other than an inability to obtain financing), the occurrence of which would prevent or preclude Red Cross or the

County, respectively, from fully and completely carrying out the performance of their respective obligations under this Ground Lease other than obligations in respect of the payment of money. The term "Force Majeure" shall also include delays associated with permitting and delays caused by contractors.

- 1.6. The term "Leased Property" shall mean the real property, excluding the Facility, as legally described in Exhibit "A" attached hereto and by reference incorporated herein.
- 1.7. The term "North Abutting Site" shall mean the Project Area (defined below) less the following, all of which are depicted in Exhibit "B": (a) the West Abutting Site; (b) the future expansion area for The Centers; (c) the Leased Property; and (d) the out parcel due to an encroachment.
- 1.8. The term "Parks and Recreation Agreement" shall mean the Parks and Recreation Agreement between the City of Tallahassee and the County dated May 10, 2005, as amended by that certain 1st Amendment to the Parks and Recreation Agreement between the City of Tallahassee and the County, as approved by the County on December 11, 2007 and by the City of Tallahassee on December 12, 2007, as may be amended from time to time.
- 1.9. The term "Parties" shall mean the Red Cross and the County.
- 1.10. The term "Party" shall mean the Red Cross or the County.
- 1.11. The term "Preconstruction Activities" shall mean physical activities undertaken by Red Cross on the Project Area that do not detract from the value of the Project Area, are temporary in nature and easily removed, such as installing contractor's fence around the Leased Property or a portion of the Project Area, a job office, geotechnical testing, surveys, Phase I and Phase II environmental audits, and similar activities.
- 1.12. The term "Red Cross Services" shall mean the Red Cross' planning, coordinating and delivery of disaster and emergency response services, and other services consistent with the mission or business of the Red Cross.
- 1.13. The terms "Repair" and "Maintenance" shall include, but not be limited to, replacement, restoration and renewal when necessary.
- 1.14. The term "Shared or Interconnected Infrastructure" shall mean the roadways and/or walkways that interconnect the Leased Property with the West Abutting Site.
- 1.15. The term "Site" shall mean the Leased Property and Facility, collectively.
- 1.16. The term "Substantial Completion" shall mean the appropriate regulatory authority has inspected Red Cross' construction within the Project Area and issued a temporary or final certificate of occupancy; the Site is available for occupancy for its intended use; the Red Cross has full and unrestricted use and benefit of the Site, both from the operational and safety standpoint; and only punch list items such as minor incidental work, or correction or repair may remain for the physical completion of the total Completion of Construction.
- 1.17. The term "Project Area" shall mean the County-owned real property, which is bounded by and geographically abuts the following: (a) Weems Road to the west; (b) Easterwood Drive to the south; (c) the Animal Shelter Lease to the east; (d) the north projection line of the east boundary of the Animal Shelter Lease to the Seaboard Railroad Right of Way (R/W), which is depicted as the "matchline" in Exhibit "B;" and (e) the Seaboard Railroad Right of Way (R/W) Boundary to the north. The Project Area is shown in Exhibit "B". The Project Area shall include the Leased Property, the North Abutting Site, the West Abutting Site including the future expansion area for The

Centers, the City Power Easements abutting the north boundary of the Leased Property; and the out parcel due to an encroachment.

- 1.18. The term "West Abutting Site" shall mean the County-owned real property, which geographically abuts the Leased Property's west boundary, as shown on Exhibit "B". The West Abutting Site additionally includes the City Power Easements as shown on Exhibit "B".

2. Lease of Property.

- 2.1. The County does hereby lease, let, and devise to the Red Cross, for use as set forth herein, the Leased Property.
- 2.2. The County hereby reserves the right to use the Leased Property for those purposes associated with Shared or Interconnected Infrastructure and easements as further described in this Ground Lease.
- 2.3. The Red Cross shall secure all survey work necessary to prepare the legal description set forth in Exhibit "A" at no cost to the County. All such survey work shall include monumentation and a sketch of description.
- 2.4. Exhibit "A" is based on what is known as of the Effective Date. In order to obtain City of Tallahassee approval of the site plan, it is possible that, due to a change in the western geographical boundary, the legal description of the Leased Property may require modification. The Red Cross agrees to reasonably confine the Facility footprint on the Leased Property to the degree practicable. The Parties agree to cooperate and act in good faith to pursue an adjustment to the Leased Property's western geographical boundary through an amendment to this Ground Lease if necessary. The Red Cross shall secure all survey work necessary for such legal description modification, if necessary, at no cost to the County. All such survey work shall include monumentation and a sketch of description.

3. Consideration and Rent.

- 3.1. In addition to ten dollars (\$10.00) consideration, the acceptance of which is hereby acknowledged, this Ground Lease is granted to the Red Cross by the County in consideration for the Red Cross' construction of the Facility upon the Leased Property and for the Red Cross' use of the Site to provide Red Cross Services throughout the Term.
- 3.2. In consideration of Red Cross' use of the Site to provide Red Cross Services throughout the Term, in accordance with the terms of this Ground Lease, the Red Cross shall be entitled to the use of the Leased Property rent free, except as otherwise provided in this Ground Lease.

4. Use of the Property.

- 4.1. The Red Cross shall use the Leased Property for construction, operation, Repair and Maintenance of the Facility.
- 4.2. The Facility shall be used only for the Red Cross' delivery of Red Cross Services, the general and administrative offices of the Red Cross, and for no other purposes.

Notwithstanding the foregoing, this limitation of Facility use shall not preclude Red Cross from partnering with other community service organizations for the temporary use of a portion of the Facility to provide a public service consistent with the mission or business of the Red Cross or other public purpose.

- 4.3. Red Cross Services shall be regularly provided at the Site throughout the Term. Red Cross Services shall not include Red Cross' general and administrative office use. Notwithstanding the foregoing, the Red Cross may use the Facility for its general and administrative offices in combination with Red Cross Services.
- 4.4. Red Cross Services shall not include overnight sheltering or lodging of clients or victims, and overnight sheltering or lodging for victims or other Red Cross clients shall not be permitted at the Site.
- 4.5. The Red Cross shall use reasonable efforts to prevent the gathering of people outside of the Facility during emergency or emergency response operations.
- 4.6. The Red Cross may operate and shall have access to the Site twenty-four (24) hours per day, seven (7) calendar days per week, and three hundred sixty-five (365) calendar days per year.
- 4.7. The Red Cross shall comply at its expense with all present and future laws, ordinances, regulations and orders concerning Red Cross' use and occupancy of the Site. If any such law, ordinance, regulation or order requires an occupancy or use permit for the Site, then the Red Cross shall obtain and keep current such permit at the Red Cross' expense and promptly deliver a copy thereof to the County.
- 4.8. Unless otherwise provided herein, the Red Cross shall not permit the use of any portion of the Site by entities other than Red Cross without the prior written consent of the County. Notwithstanding the foregoing, this limitation of Facility use shall not preclude Red Cross from partnering with other community service organizations for the temporary use of a portion of the Facility to provide a public service consistent with the mission or business of the Red Cross or other public purpose.
- 4.9. Red Cross shall permit the County to utilize the Red Cross' training and classroom spaces within the Facility (the "Training Facility") for County training activities for forty-eight (48) days (the "Classroom Use Day") per calendar year. Such Training Facility is anticipated to be comprised of four classrooms (the "Classrooms"), with each of the four Classrooms containing approximately 1,200 net square feet (30' x 40'). Contiguous Classrooms may be opened to form larger training areas.
 - 4.9.1. The County will abide by the Red Cross' Training Facility use policies and pay the applicable Training Facility use fees that are applied to all governmental and community service organizations and in effect on the date the County submits its request to the Red Cross to schedule use of the Training Facility. Program facilitators/coordinators that fail to comply with Red Cross' Training Facility use policies or cooperate with Red Cross staff may have their Training Facility use privileges suspended.
 - 4.9.2. On those days that the County uses more than one Classroom, for purposes of calculating the number of Classroom Use Days, the use of each Classroom shall be equivalent to one Classroom Use Day.
 - 4.9.3. Each County training day shall count as one Classroom Use Day, regardless of the number of hours that training occurs within the day.

- 4.9.4. Additional Classroom Use Days may be granted on a case by case basis at the discretion of the Red Cross.
 - 4.9.5. The County shall be given preferential scheduling treatment over other non-Red Cross organizations utilizing the Training Facility.
 - 4.9.6. The Red Cross retains the right to cancel any scheduled activity in the Training Facility in the event of a major disaster that requires utilization of the reserved space for mission critical disaster response activities.
5. Non-Assignment.
- 5.1. The Red Cross shall not assign any interest in this Ground Lease, enter into any access or easement agreements, or sublease all or any portion of the Site without prior written consent of the County.
 - 5.2. Notwithstanding the foregoing, the Red Cross may conditionally assign its interest under this Ground Lease as collateral for construction financing and permanent financing of the Facility (the "Collateral Assignment") and may, without the consent of the County, mortgage or otherwise encumber its interest under this Ground Lease with respect thereto (which mortgage or other encumbrance is hereinafter referred to as the "Leasehold Mortgage"); provided, however, that in no event shall the Ground Lease be deemed to be subordinate to any such financing agreement.
 - 5.3. The Red Cross shall give written notice to the County of each Collateral Assignment of this Ground Lease and Leasehold Mortgage and of the lender to which such Collateral Assignment and Leasehold Mortgage are given (the "Leasehold Mortgagee"). Should the County give notice of default to the Red Cross pursuant to this section, the County shall provide a copy of such notice to each Leasehold Mortgagee for which it has received notice from the Red Cross. The County agrees to accept payment from or performance by any such Leasehold Mortgagee in order to cure the noticed failure by Red Cross. The Leasehold Mortgagee shall be given an additional thirty (30) days beyond any default cure provision provided herein to cure a default by the Red Cross under the Ground Lease.
6. Effective Date and Term.
- 6.1. The effective date of this Ground Lease shall be the date on which the last Party signs this Ground Lease (the "Effective Date"). The expiration date shall be at midnight on September 30, 2098 (the "Expiration Date").
 - 6.2. The term of this Ground Lease (the "Term") shall begin on the Effective Date and shall end on the Expiration Date.
 - 6.3. The Term may be extended by mutual agreement of the Parties upon such terms and conditions as may be negotiated by the Parties. Each Party agrees to negotiate in good faith with the other should a request for such extension be made by either Party.
7. Transfer Upon Termination.
- 7.1. Upon termination of this Ground Lease, the Red Cross shall:
 - 7.1.1. Transfer the Facility and Fixed Facility Equipment to the County at no cost to the County; or

- 7.1.2. If the County determines the Facility is outdated, obsolete or too expensive to upgrade for the County's intended purpose, remove the Facility and Fixed Facility Equipment from the Leased Property or a portion thereof, at the County's direction, and clear and grade the Leased Property, with the Red Cross and County each paying fifty percent of the cost for such Facility removal, clearing and grading, no later than ninety (90) calendar days following the effective termination date of this Ground Lease.
 - 7.2. The Red Cross shall provide Notice of intent to terminate this Ground Lease to the County pursuant to the terms herein, no later than ninety (90) calendar days prior to the termination of this Ground Lease.
 - 7.3. The County shall have reasonable discretion to direct the Red Cross to remove all or a portion of the Facility, while retaining other portions such as shared infrastructure in good working order. The County shall, within sixty (60) calendar days of receipt of Red Cross' Notice of intent to terminate this Ground Lease, provide direction to the Red Cross regarding the removal of the Facility through Notice to the Red Cross pursuant to the terms herein.
8. Title to Improvements and Leased Property.
- 8.1. Red Cross shall retain and hold legal title to, and possession of, the Facility and the Excluded Personal Property.
 - 8.2. It is the intention of Red Cross and County that the separation of title to the Leased Property from title to the Facility shall not change the character of the Facility as real property, but any personal property included in the Facility shall not lose its character as such personal property.
 - 8.3. Red Cross and County agree that:
 - 8.3.1. the leasehold estate granted hereby and the Facility and the Excluded Personal Property each is and shall be separable, one from the others,
 - 8.3.2. title to the Facility and Excluded Personal Property may, subject to the terms of this Ground Lease, each be effectively transferred without a conveyance of the leasehold estate created hereby,
 - 8.3.3. the leasehold estate created hereby may, subject to the terms of this Ground Lease, be effectively conveyed without a transfer of title to the Facility and Excluded Personal Property, and
 - 8.3.4. upon expiration or other termination of this Ground Lease, either by Red Cross' election or by County's election resulting from a default by Red Cross, title to the Facility that then exists on the Leased Property shall vest in the County, and the Red Cross shall cooperate in executing and delivering conveyance documents to the County as appropriate.
 - 8.4 The County is the owner of the Leased Property and represents to the Red Cross that it has the authority to enter into this Ground Lease. The County further represents to the Red Cross that this Ground Lease is and shall be binding upon and enforceable against the County in accordance with its terms and the transaction contemplated by this Ground Lease will not

result in a breach of, or constitute a default under, any agreement to which the County or the Leased Property are subject.

9. Title Insurance

- 9.1. No later than one hundred twenty (120) calendar days after the Effective Date, Red Cross shall have the right to obtain a title insurance commitment for the Leased Property (the "Commitment"), with a copy delivered to the County, issued by a title insurance company chosen at Red Cross' discretion (the "Title Company").
- 9.2. Red Cross shall, no later than thirty (30) calendar days after receipt of the Commitment, deliver Notice to the County of any matters of title that Red Cross deems unacceptable (the "Title Defects"). Title shall be deemed acceptable to Red Cross if (a) Red Cross fails to deliver Notice of Title Defects within the time specified, or (b) Red Cross delivers Notice and the County cures the Title Defects within thirty (30) calendar days from receipt of notice (the "Curative Period"). The County shall use reasonable efforts to cure the Title Defects within the Curative Period; provided, however, that such cures shall be at no cost to the County, and if the Title Defects are not cured within the Curative Period, Red Cross shall have ten (10) calendar days from the end of the Curative Period to elect and provide Notice to the County, to: (i) terminate this Ground Lease, whereby this Ground Lease shall be of no further force and effect, or (ii) extend the Curative Period up to the last date of the Study Period, or (iii) accept title subject to existing Title Defects.

10. Quiet Enjoyment.

- 10.1. So long as this Ground Lease has not been terminated, County covenants that Red Cross shall and may peaceably and quietly have, hold, and enjoy the Leased Property for the Term, subject to the terms of this Ground Lease, without molestation, hindrance, or disturbance by or from the County or anyone claiming by or through the County.
- 10.2. Notwithstanding anything to the contrary in this Ground Lease, the County and its agents, representatives and designees may enter the Site upon reasonable Notice during regular business hours to ascertain whether Red Cross is complying with this Ground Lease.

11. Condition of Property. Upon the Effective Date and execution of this Ground Lease, the County shall deliver the Leased Property to the Red Cross in "AS IS" condition, without any warranties as to the physical condition of the Leased Property, suitability of the Leased Property for the purposes intended by the Red Cross, or title to the Leased Property, except as set forth in this Ground Lease.

12. Study Period.

- 12.1. During the initial one hundred eighty (180) day period of the Term, Red Cross' obligations under this Ground Lease shall be contingent on Red Cross' satisfactory review of title, survey, and any and all tests, permitting and studies it desires to undertake with respect to the Leased Property (the "Study Period"). The County

expressly authorizes the Red Cross to apply for and obtain any and all permits and governmental approvals for the Facility and all other associated improvements following the Effective Date and will, to the extent consistent with the terms and conditions of this Ground Lease, cooperate with the Red Cross in the submission of all such documentation required by the permitting authorities for purposes of applying for and obtaining any and all such permits and governmental approvals.

- 12.2. The Facilities Management Director shall be authorized to execute all documents necessary to apply for and obtain permits for the Site, utilities or stormwater conveyances necessary for the Red Cross to develop the Site, including but not limited to utilities and stormwater conveyances within the North Abutting Site.
- 12.3. The Facilities Management Director shall be authorized to review and approve or deny all easements from the County necessary for the Red Cross to develop the Site and, consistent with the Resolution (**Exhibit "C"**), and the Chairman of the Board of County Commissioners shall be authorized to subsequently execute all such approved easements. Such easements shall include, but shall not be limited to, easements for utilities, access and stormwater conveyances within the North Abutting Site.
- 12.4. The Study Period shall terminate on the earlier of:
 - 12.4.1. one hundred eighty (180) calendar days following the Effective Date, or
 - 12.4.2. the date of Commencement of Construction.
- 12.5. Within five calendar days after the Effective Date, the County shall permit Red Cross to inspect and copy any and all documents in County's possession related to the Leased Property.
- 12.6. Red Cross shall have the right to terminate the Ground Lease for any reason or no reason by giving the County Notice, pursuant to the terms herein, on or before the date that is the last date of the Study Period. If this Ground Lease is terminated by Red Cross, neither the Red Cross nor the County shall have any further liability or obligation to each other under this Ground Lease.
- 12.7. With the County's Facilities Management Director's prior written approval, the Red Cross may undertake Preconstruction Activities on the Leased Property during the Study Period. Should the Red Cross perform Preconstruction Activities during the Study Period and subsequently terminate the Ground Lease during the Study Period, the Red Cross shall, at Red Cross' expense, expeditiously return the Leased Property to the condition it was in as of the Effective Date of this Ground Lease at no cost to the County.

13. Site Design and Construction.

- 13.1. The Red Cross, at Red Cross' expense, shall design, permit and construct the Facility which may include general office areas, training facilities, emergency operations areas, commercial kitchen facilities, and warehouse building area, with adequate on-site parking. The Facility shall be constructed on the Leased Property.
- 13.2. The County is entering into this Ground Lease with the anticipation that the Joint Dispatch Center, Traffic Management Center, and other offices for governmental use (collectively, "The Centers") will be constructed adjacent to the Leased Property; however, nothing herein shall be deemed to obligate the construction of The Centers or to guarantee that The Centers will be constructed.

- 13.3. Stormwater management for the Site shall be constructed at no cost to the County, except as may be provided in the Stormwater Agreement, identified in section 16.4 below, whereby certain stormwater management expenses may be shared by the Parties proportionate with the benefit each Party is reasonably expected to receive. All stormwater holding or treatment facilities for the Site shall be constructed on the North Abutting Site with the prior written approval of the County's Facilities Management Director. The Red Cross shall assure that the stormwater facilities for the Site are designed, constructed Repaired and Maintained in accordance with the Parks and Recreation Agreement.
- 13.4. The Red Cross' rights to develop within the Project Area shall be consistent with the terms and conditions of this Ground Lease and shall be limited to development within the following areas:
- 13.4.1. the construction of the Facility within the Leased Property;
- 13.4.2. the construction of stormwater management facilities, including stormwater conveyance, stormwater holding and stormwater treatment facilities, within the North Abutting Site and City Power Easements consistent with the Stormwater Agreement; and
- 13.4.3. the placement of underground utilities within the North Abutting Site, consistent with easements or other approvals that have been granted from the County.
- 13.5. The Red Cross shall have no right to develop on the West Abutting Site, including the future expansion area for The Centers, other than development consistent with specific easements granted by the County to the Red Cross for utilities and/or stormwater conveyance.
- 13.6. Notwithstanding anything to the contrary in this Ground Lease, the County represents:
- 13.6.1. the County is the owner of the North Abutting Site;
- 13.6.2. the North Abutting Site will be available and sufficient for stormwater management for the Site in accordance with all applicable laws, rules, ordinances and regulations; and
- 13.6.3. the County will grant and convey the Red Cross a nonexclusive stormwater management and conveyance easement with respect to such stormwater management over, across, through and under the North Abutting Site, in accordance with the terms and conditions of this Ground Lease and the Stormwater Agreement, following the Red Cross' request of such easement.
- 13.7. To the extent that Red Cross obtains plans and specifications or surveys, including working plans and specifications and "as-built" plans and specifications and surveys for any construction on the Site or for the Site's stormwater management, Red Cross shall promptly upon County's request give County a copy, subject to the terms of any agreement between the Red Cross and the applicable architect, engineer, or surveyor. Red Cross shall exercise reasonable efforts to cause its agreements with such professionals to permit these deliveries, which are for the County's information only except to the extent, if any, this Ground Lease otherwise expressly states.

14. Master Planning.

- 14.1. The Site and all stormwater conveyances are being permitted as part of the entire Project Area.
- 14.2. The Red Cross shall submit or shall have submitted to the County a conceptual site plan for the site improvements related to the Facility, any related improvements, and the stormwater management system for the Site.
- 14.3. Such conceptual site plan shall be submitted to the County's Facilities Management Director within one hundred eighty (180) calendar days following the Effective Date.
- 14.4. Such conceptual site plan shall, at a minimum, provide for the location of the Facility, other proposed improvements on the Leased Property, stormwater management facilities for the Site, and elements that shall interconnect to or be coordinated with the West Abutting Site and the North Abutting Site as further described herein.
- 14.5. The Red Cross shall not proceed to site plan approval through the City of Tallahassee until such conceptual site plan is approved by the County's Facilities Management Director as it relates to the elements described herein. The County's Facilities Management Director shall review and approve or deny the conceptual site plan within a reasonable period of time, subject to delays caused by Force Majeure.
- 14.6. During the Term, the Red Cross may seek to modify the site plan initially approved by the County and City of Tallahassee (the "Site Plan Modification"). Such Site Plan Modification may include, but not be limited to, increasing the Facility's gross square feet or adding improvements, such as additional buildings, to the Site. Site Plan Modifications shall be submitted to the County's Facilities Management Director for review and approval. The Red Cross shall not proceed to approval of the Site Plan Modification through the City of Tallahassee until the Site Plan Modification is approved by the County's Facilities Management Director as it relates to the elements described herein. The Parties agree to cooperate and act in good faith in such review and approval processes. The process for the review and approval of the conceptual site plan provided in section 14.5 above shall apply here as well.
- 14.7. The Parties agree to cooperate and act in good faith on the sharing of infrastructure, including but not limited to stormwater and utilities.

15. Roadways and Walkways.

- 15.1. The Red Cross' design and construction of improvements on the Leased Property shall include roadways and/or walkways that interconnect with the West Abutting Site.
- 15.2. The Red Cross' construction shall stub such roadways and/or walkways to the West Abutting Site as desired by the County or as required through the site plan approval process.
- 15.3. The Red Cross shall be responsible for the cost of design, construction, Maintenance and Repair of such interconnecting roadways and/or walkways internal to the Leased Property. The Red Cross shall not be responsible for the cost of design, construction, Maintenance and Repair of such interconnecting roadways and/or walkways external to the Leased Property.
- 15.4. Throughout the Term, the Red Cross shall allow the County and other entities operating within The Centers the normal use of such roadways and/or walkways at no cost to such entities. While the primary consideration shall be for the security and

functionality of The Centers and County facilities, such normal use of roadways and/or walkways at no cost shall, at the County's sole discretion, be reciprocal to the Red Cross to the extent the County and other entities operating within The Centers can reasonably provide such reciprocity.

16. Stormwater Management.

16.1. The Red Cross shall be responsible for design, construction, Repair, Maintenance and all associated costs for the provision of stormwater management necessary to meet local development requirements for the development of the Site, except as may be provided in the Stormwater Agreement, as described herein below, whereby certain stormwater management expenses may be shared by the Parties proportionate with the benefit each Party is reasonably expected to receive.

16.2. The Parties agree that all stormwater retention or treatment systems that provide stormwater management for the Site shall not be located on the Site, and that such systems shall be located on the North Abutting Site.

16.3. The Parties acknowledge that the North Abutting Site is part of Tom Brown Park and is, therefore, subject to the terms and conditions of the Parks and Recreation Agreement.

16.4. The Parties agree to execute a stormwater management agreement (the "Stormwater Agreement") with terms and conditions reasonably acceptable to the Parties. Such Stormwater Agreement shall address stormwater capacity allocations and reservations for the Red Cross, the County, and The Centers to maximize the shared use and interconnection of such facilities, with shared expenses for construction, Repair and Maintenance distributed among the beneficiaries of such stormwater system based on a fair and reasonable assessment, such as the entity's proportionate share of permitted impervious area. The Parties agree to cooperate and act in good faith, such that the Stormwater Agreement may be executed in a timely manner. The Stormwater Agreement shall be executed by the Parties prior to the Commencement of Construction.

17. Exterior Signage. Red Cross shall submit the design and specifications of exterior signage for the Site to the County's Facilities Management Director for review and approval, which approval shall not be unreasonably withheld or delayed. The County's Facilities Management Director shall review, approve and deny the exterior signage design and specifications within a reasonable period of time, subject to delays caused by Force Majeure. Such approval shall not be required for interior Facility signage.

18. Construction Commencement and Completion.

18.1. Red Cross agrees to make best efforts to ensure Commencement of Construction shall occur on or before July 1, 2009. Red Cross shall use best efforts to achieve Substantial Completion of the Facility on or before July 1, 2011, subject to delays caused by Force Majeure. Any extension of these dates shall be subject to the approval of the Board of County Commissioners.

18.2. Substantial Completion shall not occur until the County's Facilities Management Director, Red Cross Project Manager and CEO of the Capital Area Chapter of the Red

Cross have given written approval of the construction contractor's certificate that the Facility has been Substantially Completed in accordance with the plans and specifications, which approval shall not be unreasonably withheld or delayed.

- 18.3. Red Cross shall cause its construction contractor to complete the work and achieve Completion of Construction within sixty (60) calendar days of Substantial Completion unless such time period is extended in writing by the County's Facilities Management Director.
- 18.4. Red Cross shall provide County Notice, as required by this Ground Lease, of the date for each of the following: commencement of Preconstruction Activities, Commencement of Construction, Substantial Completion and Completion of Construction.

19. Development and Use Restrictions.

- 19.1. Development and construction of improvements by the Red Cross on or under the Project Area shall be subject to the terms, conditions, and requirements of this Ground Lease.
- 19.2. In its development of utility and stormwater management facilities, including but not limited to stormwater conveyance, stormwater holding and stormwater treatment facilities within the Project Area, and in its Repair and Maintenance of the Site, the Red Cross shall comply with all applicable laws, statutes, ordinances, rules, and regulations, as the same exist or are amended from time to time, of any governmental entity having jurisdiction over such development or use. Red Cross shall not cause or permit to occur during any construction by Red Cross within the Project Area or on, under or at the Leased Property during the Term:
 - 19.2.1. any violation of any Environmental Law; or
 - 19.2.2. the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substance or transportation to or from the Leased Property, or to or from the Red Cross' construction site within the Project Area, of any hazardous substance, unless both:
 - 19.2.2.1. reasonably necessary and customary to conduct any legal business on the Site in accordance with customary standards in such business, or to operate and maintain the Site for uses this Ground Lease permits, and
 - 19.2.2.2. in compliance with all Environmental Laws.
- 19.3. During the Term of the Ground Lease, with the Red Cross' prior written approval and without cost to the Red Cross and without an assessment or other charge by the Red Cross to the County:
 - 19.3.1. the County may install, lay, construct, maintain and repair and operate such underground utilities necessary or convenient to the County in connection therewith, in, upon, through, across and along the Leased Property or any part hereof, and may enter thereupon for any and all such purposes, provided such matters do not interfere with the Red Cross' rights under this Ground Lease and its use of the Site; and
 - 19.3.2. The County may, with the prior written approval of the Red Cross, grant nonexclusive easements for underground utilities in, over and upon, along or across any and all portions of the Leased Property; and

19.3.3. The County may enter and have access to the Leased Property to make, construct or carry out such improvements. The County will cause the surface of the Leased Property to be restored to its prior condition upon completion of construction of such improvements and shall not unreasonably interfere with the Red Cross' operations or enjoyment of the Site.

19.4. The Red Cross' approval under this section shall not be required for an emergency repair, or when such access, easements or improvements are required for public health, welfare or safety concerns provided such matters do not interfere with the Red Cross' rights under this Ground Lease and its use of the Site and to the extent such actions of the County interfere with such rights, then Red Cross shall be entitled to avail itself of all of its remedies at law or in equity.

20. Telecommunications.

20.1. In the event that telecommunications equipment, wiring and facilities installed within the Site by or at the request of the Red Cross causes interference to operations at The Centers, the Red Cross shall use reasonable efforts and shall cooperate with the County and other parties that operate within The Centers to promptly identify and eliminate such interference. In the event that the Red Cross is unable to eliminate such interference, the Red Cross shall substitute alternative equipment that remedies the situation. If such interference persists, the Red Cross shall discontinue the use of such equipment, and, at the County's discretion, remove such equipment.

20.2. The Red Cross shall have the right to install a communications tower on the Site.

20.2.1. The Red Cross shall submit plans, specifications, planmetric details, and a site plan depicting the proposed location for such communications tower, all prepared by appropriate professionals, to the City for approval, and to the County's Facilities Management Director for approval regarding stand off distances and potential risk to County property and The Centers. The County's Facilities Management Director shall review, approve or deny such tower installation within a reasonable period of time, subject to delays caused by Force Majeure.

20.2.2. In addition to the above, if such communications tower exceeds thirty-five (35) feet in height, prior written consent from the Board of County Commissioners shall be obtained prior to commencement of its construction. However, prior written consent from the Board of County Commissioners is not required if such communications tower is thirty-five (35) feet or less in height.

20.3. The Red Cross shall cooperate with the County and other entities operating within The Centers for shared use of Red Cross' communications tower, through a lease, should such entities request shared use. The Centers' use of the Red Cross' communications tower shall not negatively impact the structural integrity of Red Cross' communications tower or decrease the wind load resistance of Red Cross's communications tower below the minimum design requirements.

20.4. The Parties shall explore opportunities for the Red Cross to lease space on the 800 MHz tower that is planned to be co-owned by the County and City of Tallahassee, and constructed in calendar year 2008 within Tom Brown Park. The Parties further agree to cooperate in good faith with one another in the development of such lease, and the granting of easements necessary for the Red Cross to access and utilize the 800 MHz

tower, if the Parties determine it is feasible. Nothing herein shall be construed to require or guarantee the construction of the 800 MHz tower described herein

21. Maintenance and Repair.

21.1. The County shall have no responsibility for security, operation, cleanliness, Maintenance or Repair of the Site.

21.2. Throughout the Term, the Red Cross shall without any cost or expense to the County:

21.2.1. Take reasonable care of, and keep in satisfactory condition and repair, or cause the same to be done, inside and out, all improvements constructed or located on or within the Leased Property, and all alterations, additions and improvements therein or thereon, and the roofs and foundations thereof, all building service equipment, and all other fixtures, machinery and equipment installed and owned by the Red Cross, now or hereafter, on or within the Site;

21.2.2. Promptly pay or cause the payment of the expense of such repairs properly made and timely delivered; and

21.2.3. Keep all areas and improvements located on or within the Site reasonably free from dirt and rubbish.

22. Utility Services.

22.1. The County shall have no responsibility for supplying utility services to the Site or paying the ongoing cost thereof. The Red Cross shall be responsible for payment of all tap fees, permit fees, systems charges, require extensions, capacity upgrades, and impact fees, of any kind, not otherwise waived by the assessing authority. The Red Cross shall permit the County and City to interconnect, tap in, or receive services from such utility feeds at no cost to the County or City, and shall cooperate in the execution of documents necessary for such interconnection.

22.2. The County shall grant easements necessary for the Red Cross to access utilities required for the development and use of the Site.

23. Required Insurance Coverage and Limits. The Red Cross shall, at its sole expense, procure and maintain throughout the Term of this Ground Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Red Cross, its agents, representatives, employees, and volunteers of the rights, duties, and responsibilities pursuant to this Ground Lease, in the minimum coverage and amounts as follows, provided that the County reserves the right to review and revise the minimum coverage and amounts ("Revised Minimum Coverage and Amounts") throughout the Term of the Ground Lease and the Red Cross shall procure the Revised Minimum Coverage and Amounts within thirty (30) calendar days of receipt of written notice from the County. The Red Cross shall additionally ensure that the Red Cross' contractors and subcontractors maintain such insurance in force and effect, in accordance with this section 23 and as may be required by applicable law, throughout their performance of work at the Project Area. The Red Cross shall provide the County's Risk Manager such assurances or instruments, as may be reasonably requested by the County's Risk Manager, to evidence the

Red Cross' and its contractors' and subcontractors' compliance or agreement to comply with the provisions of this section 23.

- 23.1. **Liability Insurance.** The Red Cross shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. The Red Cross' insurance shall include the County as an additional insured as provided hereinbelow.
- 23.2. **Automobile Liability.** The Red Cross shall provide automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than \$1,000,000 per accident for non-owned, hired automobile. The Red Cross' insurance shall include the County as an additional insured as provided hereinbelow.
- 23.3. **Workers' Compensation Employers Liability Insurance.** The Red Cross shall provide workers' compensation insurance covering all employees meeting statutory requirements in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee.
- 23.4. **Umbrella/Excess Liability Insurance.** The Red Cross shall provide umbrella/excess liability insurance coverage, with combined single limits for bodily injury and property damage of no less than \$5,000,000 combined per occurrence and annual aggregate. The Red Cross' umbrella insurance shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability. The Red Cross' insurance shall include the County as an additional insured as provided hereinbelow.
- 23.5. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions applicable to any of the Red Cross' policies required under this section shall be declared to and approved by the County.
- 23.6. **County as Additional Insured.** The County, its officers, officials, employees, and assigns, is to be named and covered as additional insured, with no limitations on the scope of protection afforded, in all of the Red Cross' insurance policies, other than workers' compensation policies, that include coverage for the following:
 - 23.6.1. liability arising from, or in connection with, activities performed by, or on behalf of, the Red Cross;
 - 23.6.2. products and completed operations of the Red Cross;
 - 23.6.3. premises owned, occupied, or used by the Red Cross; or
 - 23.6.4. automobiles owned, leased, hired, or borrowed by the Red Cross.
- 23.7. **Red Cross' Insurance as Primary.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Red Cross, its agents, representatives, employees, and/or volunteers of the rights, duties and responsibilities pursuant to this Ground Lease, the Red Cross' insurance coverage shall be primary insurance with respect to County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of the Red Cross' insurance and shall not contribute with it. In such instances where the Red Cross' insurance coverage is primary, the Red Cross hereby waives all rights of subrogation

against the County with respect to losses payable under general liability and automobile liability insurance coverage.

23.8. Certificates of Insurance. The Red Cross shall furnish the County with certificates of insurance and with any endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County prior to the execution of the conveyance of the Leased Property to the Red Cross under this Ground Lease. The County reserves the right to require complete, certified copies of all the Red Cross' required insurance policies at any time. Each of the Red Cross' required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the County. All of the Red Cross' required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the State of Florida.

23.9. Other Endorsements Requirements for Insurance. The Red Cross' required insurance policies shall contain endorsements for, or otherwise provide, the following:

23.9.1. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers;

23.9.2. that, to the extent of insurer's limits of liability, the Red Cross' insurance coverage, as applicable, shall apply separately to each insured against whom claims are made or suit is brought; and,

23.9.3. that the companies issuing the insurance policy(ies) shall have no recourse against the County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of the Red Cross.

23.10. The County shall, upon request from the Red Cross, provide the Red Cross Certificates of Insurance for the County's use of the Red Cross' Training Facility.

24. Damage or Destruction of Property. The Red Cross' responsibilities in relation to damage or destruction of any portion of the Site, and the County's rights in that regard, are as follows:

24.1. If during the Term, any improvements located on the Leased Property shall be destroyed or damaged in whole or in part by fire, lightning, storms, earthquakes, sinkholes, or any other hazard or cause, except condemnation, and regardless of whether or not such destruction or damage is covered by insurance, the Red Cross shall give to the County prompt notice thereof, and shall diligently repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt, so that upon completion thereof the improvements and building service equipment shall have been restored to substantially the condition they were in prior to such occurrence, including any alterations or additions thereto elected to be constructed by the Red Cross pursuant to the terms of this Ground Lease as part of such restoration ("Restoration"), and the County shall in no event be called upon to repair, replace or rebuild the Facility or other improvements on the Leased Property, or any part thereof.

24.2. The proceeds of insurance recovered on account of the loss or casualty causing any such destruction or damage, net after reasonable expenses of recovering same ("Net

Proceeds") shall be applied by the Party receiving the same to the cost of any Restoration.

- 24.3. The Ground Lease shall not terminate or be affected in any manner by reason of damage to or total, substantial, or partial destruction of any improvements or the building service equipment, or by reason of the untenability thereof or any part thereof, except in the case where the Parties mutually agree that it is not the most expeditious, feasible, and fiscally responsible course of action to restore the affected improvement upon or within the Leased Property.

25. Control of Property, Negligence and Indemnification.

25.1. The Red Cross shall be deemed to be in control of the Red Cross' construction areas within the Project Area during construction ("Red Cross' Construction Areas"), the Leased Property and all improvements located thereon or thereunder, except for the Shared or Interconnected Infrastructure that is located outside of the boundaries of the Leased Property, and the County, except in the case of negligence and willful acts or omissions of the County, its officials, officers, and employees for which it would be liable under Florida law, shall not be liable for any injury or damage to any property or to any person happening on, in, or about such Red Cross' Construction Areas and/or Leased Property, improvements or appurtenances thereto, or for any injury or damage to such improvements, or to the Red Cross' Construction Areas and/or Leased Property, whether belonging to the Red Cross or any other person.

25.2. Notwithstanding any other agreements, Red Cross agrees to defend, hold harmless, and indemnify the County, its officials, officers, and employees against any legal liability, judgments, claims, demands, suits, actions, losses, penalties, fines, damages, costs, and expenses, including reasonable attorney's fees, of any kind or nature whatsoever, due to or arising out of the following:

25.2.1. any breach, violation or nonperformance of any covenant, condition, provision or agreement in this Ground Lease on the part of the Red Cross to be fulfilled, kept, observed, and performed, and

25.2.2. claims arising out of the use or occupation by the Red Cross of the Site and/or Red Cross' Construction Areas, including, without limitation, any damage to property occasioned or arising out of the occupation thereof by the Red Cross and any injury to any person or persons, including death resulting therefrom, occurring in or about the Site and/or Red Cross' Construction Areas. The Red Cross shall further require all assignees of the Site and/or Red Cross' Construction Areas, or any portion thereof, to so indemnify and hold the County, its officials, officers, and employees, harmless to the fullest extent permitted by law and shall have such obligation set forth and executed in a form acceptable to County.

25.3. Notwithstanding anything to the contrary herein, the indemnity provided in this section 25 shall not apply to injury or damage occurring on the Shared or Interconnected Infrastructure located outside the boundaries of the Leased Property.

26. Taxes and Assessments.

26.1. The Red Cross covenants and agrees with the County that the Red Cross shall timely pay, throughout the Term, all lawful taxes, assessments, utilities, rents, rates and charges, excises, levies, licenses and permit fees, and other governmental charges and assessments of any kind, both general and special, or imposed by any governmental authority, which at any time during the Term may be:

26.1.1. Assessed or imposed by the County, or

26.1.2. Assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or as a result of, or become a lien on, the Leased Property, or any other improvement located upon or under the Leased Property, or any part thereof or any appurtenance thereto, or any use thereof by the Red Cross (hereinafter referred to collectively as "Impositions"). All Impositions shall be paid directly to the taxing or assessing authority, before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law, for the nonpayment thereof.

26.1.3. If the Red Cross desires to contest the amount or validity of any Impositions, the Red Cross may do so without being in default hereunder as to the Red Cross' obligations to pay Impositions.

26.1.4. In the event that the Red Cross shall fail, refuse, or neglect to either make any or either of the payments required in this section, or to contest the payment of any such amounts as permitted in this section, then the County without limitation as to any of the County's other remedies hereunder may, but shall not be required to, pay the same after having given the Red Cross not less than ten (10) calendar days prior written notice of such intent, and the amount or amounts of money so paid shall be repaid by the Red Cross to the County, upon demand of the County, as additional rent. Such additional rent shall also include reasonable attorneys' fees and expenses incurred by the County because of or in connection with such payments, and interest on all such amounts at a rate equal to the maximum legal interest rate, but in no event greater than ten (10) percent. The payment of all such amounts due the County may be collected or enforced by the County in such manner as it determines to be reasonable. The election of the County to pay such Impositions, taxes, or charges shall not waive any default under this Ground Lease which may have been committed by the Red Cross in connection with such failure to pay such taxes, or charges.

27. Legal Requirements.

27.1.1. The Red Cross shall comply with all applicable laws, statutes, ordinances, orders, rules, regulations, and requirements of federal, state, and local governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term.

27.1.2. The Red Cross shall promptly comply with these Legal Requirements, but shall have the right, after prior written notice to the County, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided that the County will not be subject to any criminal or civil liability as a result of any such legal contest.

28. Liens and Encumbrances.

- 28.1. The Red Cross shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Property or the fee simple estate, or other interests, of the County. If any lien or encumbrance shall at any time be filed or imposed against the Leased Property, the fee simple estate, or any other interests of the County, the Red Cross shall cause the lien or encumbrance to be discharged of record within thirty (30) calendar days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. The County shall not be liable for any labor, services, or materials furnished or to be furnished to the Red Cross or to any subleases in connection with any work performed on or at Site, and no mechanic's lien or other lien or encumbrance for any labor, services, or materials shall attach to or affect the fee simple estate or other interests of the County. Construction, permanent, and other financing documents, including but not limited to construction loan agreement, mortgage and security agreement, shall encumber only the Red Cross' leasehold interest in the Leased Property, and any improvements thereon, and the fee simple interest and other rights of the County shall not be affected by the terms of such documents. A specific provision to such effect shall be included in the memorandum of lease prepared and recorded pursuant to this Ground Lease. The County agrees to reasonably cooperate with Red Cross' lender with respect to any such financing.
- 28.2. If the Red Cross shall fail to cause the lien or encumbrance to be so discharged, then in addition to any other right or remedy of the County, the County shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, the County shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor or to pay the amount of the judgment for and in favor of the lienor with interest, cost, and allowances if the County elects to take this action. All amounts paid by the County and all of its costs and expenses in connection with the actions taken by the County, including court costs, reasonable attorney's fees and expenses, and interest at the highest legal rate in effect at the time these monies are due, but in no event greater than ten (10) percent, shall be deemed to be an additional rent under this Ground Lease and shall be paid by the Red Cross to the County promptly on demand by the County.

29. Default by the Red Cross and Remedies of Red Cross.

- 29.1. In the event that the Red Cross should fail to observe or perform, or cause to be observed or performed, any term, covenant, or agreement under this Ground Lease, and should such failure continue for a period of forty-five (45) calendar days after the County's written notice to the Red Cross specifying the nature of such failure, then such event shall constitute default under this Ground Lease. Provided, however, if any such failure cannot be cured within such forty-five (45) day period, the Red Cross shall have a reasonable period of time within which to cure such failure, so long as the Red Cross promptly commences such cure within such forty-five (45) day period and thereafter diligently pursues such cure to completion. Should any event of default occur, including but not limited to the Red Cross not regularly providing Red Cross Services at the Site, the County may elect to terminate the Red Cross' right of possession under this Ground

Lease, subject to the terms hereof. In the event of such termination, the Red Cross shall quit and surrender to the County its possession of the Site. At any time after the termination of Red Cross' right of possession under this Ground Lease, the County may enter and possess the Site by legal proceedings, and the County may remove the Red Cross and all other persons and property from the Site. The County, in such event, shall further possess the Site and shall assume the right to receive all income and profits from the Site. If on the effective date of such termination, any improvements on the Leased Property are not substantially complete, the Red Cross shall restore the Leased Property to its condition prior to Commencement of Construction unless the Parties otherwise mutually agree.

29.2. Remedies of Red Cross. In the event that the County should fail to observe or perform, or cause to be observed or performed, any term, covenant, or agreement under this Ground Lease, and should such failure continue for a period of forty-five (45) calendar days after the Red Cross' written notice to the County specifying the nature of such failure, then such event shall constitute a default under this Ground Lease. Provided, however, if any such failure cannot be cured within such forty-five (45) day period, the County shall have a reasonable period of time within which to cure such failure, so long as the County promptly commences such cure within such forty-five (45) day period and thereafter diligently pursues such cure to completion. In the event of a default by the County, the Red Cross shall have the right, in addition to all other remedies now or hereafter provided by law, to perform any act or do anything required under this Ground Lease to be performed by the County and to bill the County for the reasonable documented out of pocket costs paid by the Red Cross in curing such default.

29.3. Notices to Leasehold Mortgagee/Right to Cure. The County agrees to send, by certified or registered mail, to Red Cross' Leasehold Mortgagee of which the County has been given written notice, a copy of any notice to Red Cross of a default by the Red Cross under this Ground Lease at the same time as and whenever any such notice of default shall be given by the County to the Red Cross, addressed to the Leasehold Mortgagee at the address furnished to the County by the Leasehold Mortgagee. No notice by the County shall be deemed to have been given unless and until a copy of it shall have been so given to and received by the Leasehold Mortgagee. The Red Cross irrevocably directs that the County accept, and the County agrees to accept, performance and compliance by the Leasehold Mortgagee of any obligation on Red Cross' part to be performed under this Ground Lease with the same force and effect as though performed by the Red Cross. Notwithstanding anything provided to the contrary, this Ground Lease shall not be terminated because of a default or breach on the part of Red Cross until and unless proper notice of any such default or breach shall have been delivered to the Leasehold Mortgagee in accordance with the provisions of this section and such Leasehold Mortgagee has not cured such default under the terms of this Ground Lease.

30. Surrender of the Property.

30.1. On the Expiration Date, or any earlier termination hereof, or any entry or possession of the Site by the County, the Red Cross shall promptly quit and surrender the Site and deliver to the County actual possession and ownership of the Site in good order, condition, and repair and such improvements and any ownership interests of the

Red Cross in the Site shall thereafter be extinguished and the property shall become the property of the County.

- 30.2. The Red Cross shall have the right to remove from the Site all Excluded Personal Property, provided that the Red Cross shall promptly repair, or cause to be repaired, any damage resulting to the Site by reason of this removal. Any trade fixtures, equipment or article of personal property of the Red Cross that remain at or on the Site after the termination of this Ground Lease shall be deemed to have been abandoned by the Red Cross and may either be retained by the County as its property or disposed of by the County without accountability, or for any proceeds derived, to the Red Cross for the value of these trade fixtures, equipment, or other articles of personal property, or any proceeds derived from the sale of these items.
31. Holding Over. In the event that Red Cross, with the written consent of the County, holds over and remains in possession of the Leased Property beyond the Expiration Date, or any earlier termination hereof, that holding over shall be deemed to be from month to month only, and upon all of the same terms, covenants and conditions as contained herein.
32. Consents and Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein referred to as "approval") is required of County or Red Cross hereunder, such approval shall not be unreasonably withheld.
33. Nonwaiver. The failure of either Party to seek redress for violation of, or to insist on the strict performance of, any covenant, agreement, term, provision, or condition of this Ground Lease shall not constitute a waiver of the same. No provision of this Ground Lease shall be deemed to have been waived unless such waiver is in writing and signed by the Party against whom the enforcement is sought.
34. Amendment. This Ground Lease may be amended only by written instrument signed by the Parties.
35. Early Termination. This Ground Lease may be terminated by the Red Cross by giving County no less than one hundred twenty (120) calendar days written Notice, pursuant to the terms herein.
36. 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.
37. Captions and Paragraph Headings. Captions and paragraph headings contained in this Ground Lease are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Ground Lease nor the intent of any provision hereof.
38. Governing Law, Binding Effect, and Venue. The interpretation and enforcement of this Ground Lease shall be governed by and construed in accordance with the laws of the State of

Florida, and shall bind, and the benefits and advantages shall inure to and be enforceable by; the Parties and their respective successors and assigns, if any. Venue for any legal proceedings commenced with regard to this Ground Lease shall be, as appropriate, either in the Second Judicial Circuit in and for Leon County, Florida, or in the U.S. District Court – Northern District of Florida. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

39. Integration. This Ground Lease constitutes the whole agreement of the Parties and there are no promises, terms, conditions, or other obligations in regard to the subject matter hereof other than those set forth herein. This Ground Lease shall supersede all previous communications, discussions, representations, proposals, or agreement, either verbal or written, between the County and Red Cross and not contained herein.
40. No Third-Party Beneficiary. It is the intent of the Parties hereto that this Ground Lease is solely among the Parties hereto and no person or entity not a party to this Ground Lease shall have any rights or privileges hereunder as a third-party beneficiary or otherwise.
41. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any Third Party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.
42. Title to Improvements. Title to, and ownership of, all improvements constructed on or under the Leased Property shall vest in the County upon the Expiration Date, or any earlier termination hereof of this Ground Lease.
43. Memorandum of Lease. Both the County and the Red Cross agree that this Ground Lease will not be recorded; however, the Parties will execute the mutually agreeable Memorandum of Lease (**Exhibit "D"**) that shall be recorded in the Public Records of Leon County, Florida, prior to recording of any documents by the Red Cross and prior to recording of any documents relating to financing of improvement to be constructed on the Real Property.
44. Brokers. The Parties acknowledge and agree that there is not a brokerage agreement or commission payable as a result of this Ground Lease.
45. Notices. All notices required by law or this Ground Lease given by one Party to the other shall be in writing by certified mail, return receipt requested. All such notices shall be addressed as follows:

To the County: County Administrator
Leon County
301 South Monroe Street
Leon County Courthouse
Suite 500
Tallahassee, Florida 32301

With copies to: County Attorney
Leon County
301 South Monroe Street
Suite 202
Tallahassee, Florida 32301

Management Services Director
Leon County
301 South Monroe Street
Suite 202
Tallahassee, Florida 32301

Facilities Management Director
1907 South Monroe Street
Tallahassee, Florida 32301

To Red Cross: The American National Red Cross
2025 E Street NW,
Washington, DC 20006,
Attention: Vice President for Real Estate.

With copies to: The American National Red Cross
2025 E Street NW,
Washington, DC 20006,
Attention: General Counsel

The American Red Cross
Capital Area Chapter
187 Office Plaza Drive
Tallahassee, FL 32301
Attention: Chief Executive Officer
(until occupancy of Leased Premises; at the premises once occupied by
Chapter)

IN WITNESS WHEREOF the Parties have caused these presents to be executed in their name, the day and year aforesaid.

LEON COUNTY, FLORIDA

Witness as to the County

By: _____
Parwez Alam
County Administrator

Witness as to the County

APPROVED AS TO FORM:
County Attorney's Office
Leon County, Florida

By: _____
County Attorney

The American National Red Cross:

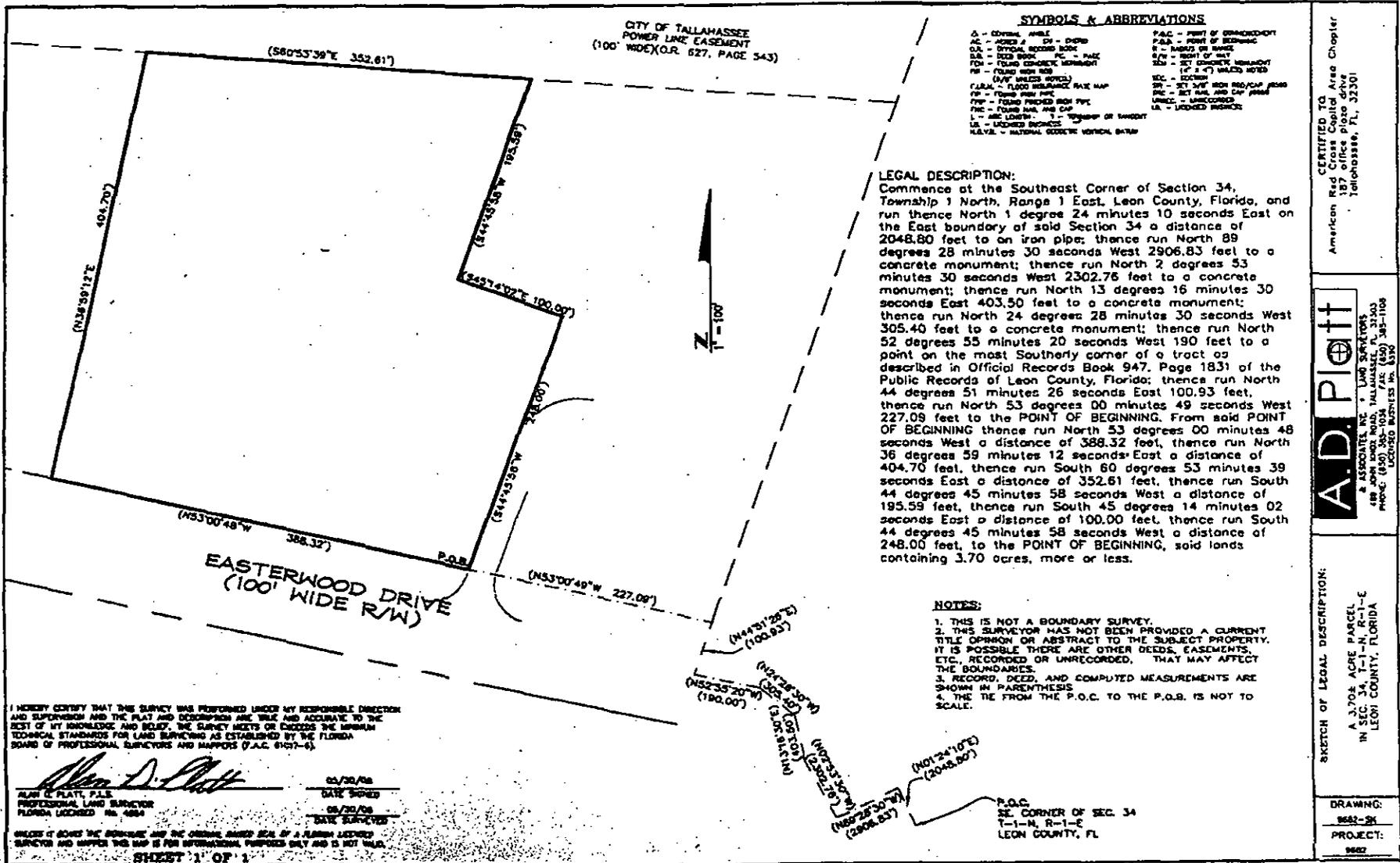
Witness as to the Red Cross

By: _____
David Chayer
CEO, Capital Area Chapter of the
American National Red Cross

Witness as to the Red Cross

(Type or print name and title of signatory)

Exhibit A



CITY OF TALLAHASSEE
 POWER LINE EASEMENT
 (100' WIDE)(O.R. 627, PAGE 543)

SYMBOLS & ABBREVIATIONS

- | | |
|---|--------------------------------|
| Δ - CONTROL POINT | P.A.C. - POINT OF COMMENCEMENT |
| AC - ADJUSTED AREA | P.O.B. - POINT OF BEGINNING |
| Q.L. - QUARTER SECTION CORNER | R - RADIUS OF CURVE |
| S.B. - SECTION BOUNDARY | S.P. - POINT OF SIGHT |
| T.M. - TOWNSHIP MONUMENT | T.M. - TOWN MONUMENT |
| W. - WIDE (WIDE MONUMENT) | W.M. - WIDE MONUMENT |
| (W.M. UNLESS NOTED) | W.C. - WIDE CORNER |
| F.L.M. - FLOOD HAZARD RATE MAP | W.P. - WIDE POINT |
| P.P. - POINT OF PITCH | W.P.P. - WIDE POINT OF PITCH |
| P.C. - POINT OF CURVE | W.P.P. - WIDE POINT OF PITCH |
| L - LINE | W.P.P. - WIDE POINT OF PITCH |
| L.S. - LOCKED RECORD | W.P.P. - WIDE POINT OF PITCH |
| N.E.V. - NATIONAL GEODETIC VERTICAL DATUM | |

LEGAL DESCRIPTION:
 Commence at the Southeast Corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 1 degree 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.60 feet to an iron pipe; thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument; thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument; thence run North 13 degrees 16 minutes 30 seconds East 403.50 feet to a concrete monument; thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument; thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most Southerly corner of a tract as described in Official Records Book 947, Page 1831 of the Public Records of Leon County, Florida; thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet, thence run North 53 degrees 00 minutes 49 seconds West 227.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 53 degrees 00 minutes 48 seconds West a distance of 388.32 feet, thence run North 36 degrees 59 minutes 12 seconds East a distance of 404.70 feet, thence run South 60 degrees 53 minutes 39 seconds East a distance of 352.61 feet, thence run South 44 degrees 45 minutes 58 seconds West a distance of 195.59 feet, thence run South 45 degrees 14 minutes 02 seconds East a distance of 100.00 feet, thence run South 44 degrees 45 minutes 58 seconds West a distance of 248.00 feet, to the POINT OF BEGINNING, said lands containing 3.70 acres, more or less.

- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY.
 2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
 3. RECORD, DEEDS, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS.
 4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAN AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.S. 4707-6).

Alan D. Platt
 ALAN D. PLATT, P.L.S.
 PROFESSIONAL LAND SURVEYOR
 FLORIDA LICENSE NO. 4884

05/20/08 DATE SPORED
 06/20/08 DATE SURVEYED

UNLESS IT BONES THE BOUNDARY AND THE ORIGINAL SIGNED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

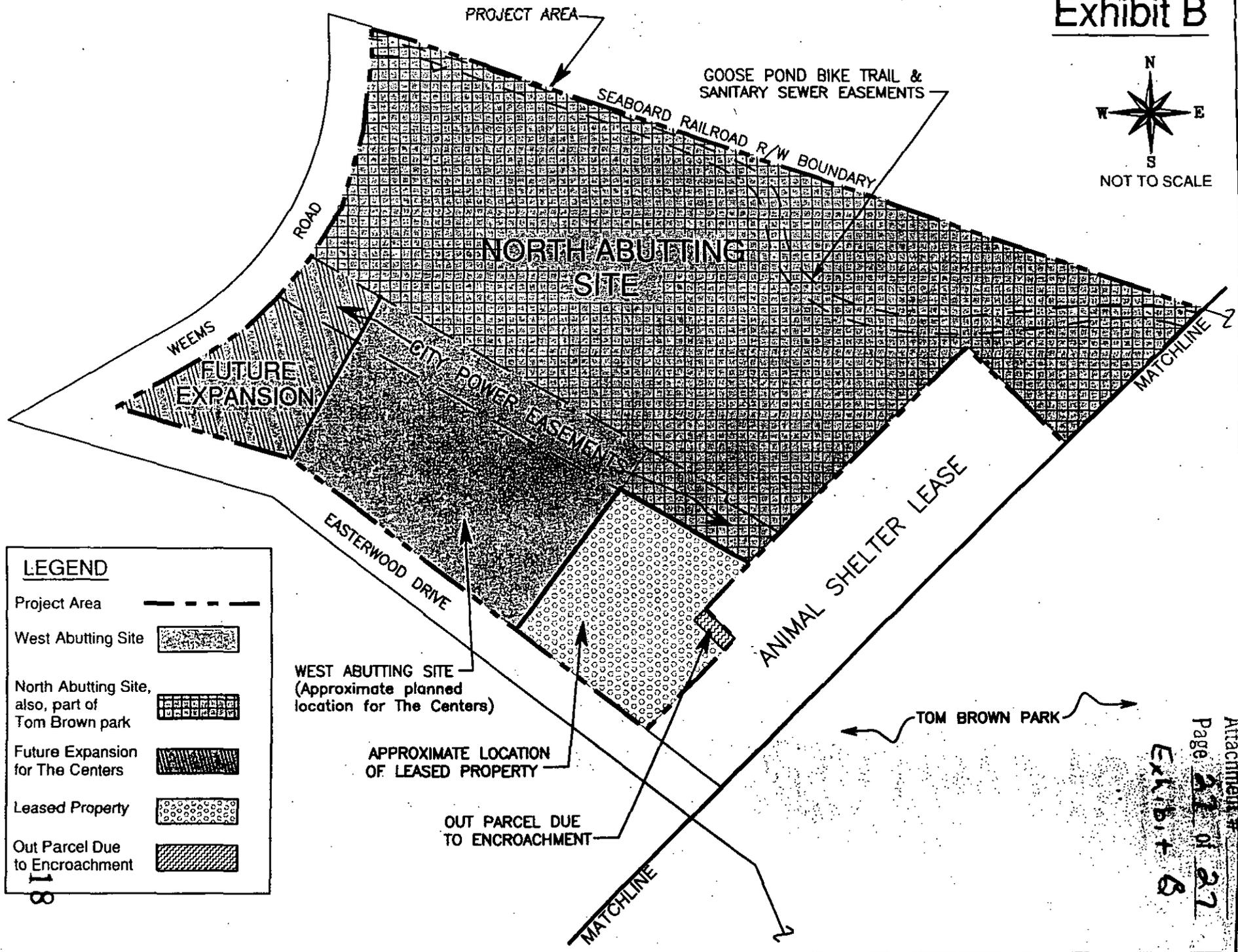
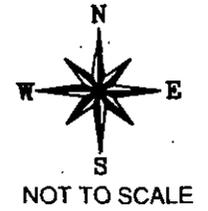
CERTIFIED TO
 American Rec. Area Chapter
 187 office phone 904
 Tallahassee, FL 32301

A.D. Platt
 & ASSOCIATES, INC. • LAND SURVEYORS
 418 JOHNSON ROAD, TALLAHASSEE, FL 32303
 PHONE: (904) 930-1100 FAX: (904) 930-1108

SKETCH OF LEGAL DESCRIPTION:
 A 3.702 ACRE PARCEL
 IN SEC. 34, T-1-N, R-1-E
 LEON COUNTY, FLORIDA

DRAWING:
 9582-26
 PROJECT:
 9582

Exhibit B



LEGEND	
Project Area	--- ---
West Abutting Site	[Stippled pattern]
North Abutting Site, also, part of Tom Brown park	[Grid pattern]
Future Expansion for The Centers	[Diagonal hatching]
Leased Property	[Dotted pattern]
Out Parcel Due to Encroachment	[Cross-hatching]

WEST ABUTTING SITE
(Approximate planned location for The Centers)

APPROXIMATE LOCATION OF LEASED PROPERTY

OUT PARCEL DUE TO ENCROACHMENT

Attachment # 1
 Page 27 of 27
 Exhibit B