

RESOLUTION NO. 2000-134

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXECUTED LEASE AGREEMENT FROM JANICE TORBETT, OWNER AND INSTRUCTOR OF THE SWITZERLAND DANCE SCHOOL, LEASING THE SWITZERLAND COMMUNITY CLUB.

WHEREAS, Janice Torbett has executed a Lease Agreement for leasing space at the Switzerland Community Club, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the dance school has been operating in the Switzerland Community Club for over 20 years and this lease will approve the space for their continued use; and

WHEREAS, the lease is for a period of 10-months from September 1st until June 30th with a monthly payment of \$400.00; and

WHEREAS, the Switzerland Community Club was donated to the County and accepted by the Board on June 13, 2000.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The Board hereby approves the Lease Agreement attached hereto and authorizes the County Administrator to execute said lease.

Section 2. The Clerk is instructed file the original Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 19th day of September, 2000.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Penora J. Newsome
Deputy Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and executed this 1ST day of September, 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter referred to as Lessor, and **JANICE TORBETT**, whose address is 971 Satsuma Circle, Jacksonville, Florida 32259 hereinafter *referred* to as Lessee.

RECITALS:

1. Description of Leased Premises.

Lessor hereby leases to Lessee the following described space situated within the Switzerland Community Club, 555 Golden Pond Court, Switzerland, Florida 32259.

That certain space designated within the Switzerland Community Club, 555 Golden Pond Court, Switzerland, Florida 32259.

2. Term.

The premise is leased for a term of 10-months commencing on the 1st day of September, 2000 and ending on the 31st day of June, 2001.

3. Rent.

The rental shall be **\$400.00** dollars payable from Lessee to Lessor in equal monthly installments, plus **\$24.00** Dollars for Florida state sales tax (if applicable). Total monthly payment will be **\$424.00** including sales tax, which may change from tax rate change.

All rental payments together with applicable Florida state sales tax shall be paid in advance on the first day of each month during the term hereof. All rent due hereunder shall be paid in lawful United States currency to Lessor at 4020 Lewis Speedway, St. Augustine, Florida 32095. In addition to any rent due hereunder, a late charge of 10% of the monthly rental installments shall be paid with any installment of rent paid more than ten (10) days after due date. The failure of Lessor to insist upon payment of the late charge in one instance shall not be deemed a waiver of Lessor's right to collect such charge if future rental payments are delinquent.

4. Use of Premises.

The Lessee in carrying on its business on said premises will confirm to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus. Lessee shall also comply with all rules and regulations promulgated by Lessor, from time to time, pertaining to the use of the building and adjacent common areas and grounds.

5. Acceptance of Premises in "AS IS" CONDITION.

Lessee hereby accepts the premises in "as is" condition.

6. Utilities and Services.

Utilities that are included in the monthly rental fee are electricity, water and sewer.

7. Care and Repair to Premises.

Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein. Lessor shall maintain the premises, make all necessary repairs to the interior and exterior of the premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, employees, licensees, customers and invitees in which case Lessee shall promptly pay Lessor a reasonable amount for the cost of such repairs. All improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the Lessor upon installation. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as it was at the beginning of the term, except for reasonable wear and tear. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

8. Alterations, Additions or Improvements.

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the premises.

9. Accumulation of Waste or Refuse Matter.

Lessee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of said premises or anywhere in or near the building. Lessee agrees to promptly notify the Lessor of the need for removal of any accumulated matter, and Lessor agrees to have such matter promptly removed by its janitorial staff.



10. Abandonment.

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the premises, or allow premises to become vacated or deserted.

11. Assignment or Sublease.

Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublease the premises or any part thereof. This covenant shall be binding upon the legal representative of Lessee, and upon every person to whom Lessee's interest under this lease passes by operation of law. No assignment or subleasing shall relieve Lessee of its obligations under this lease. The original agreement that is in full force is that the Switzerland Community Club reserves the right to use the premises one day a week of their choice that best fits their schedule.

12. Signs.

Lessee shall not erect any signs or other advertising material on the exterior of the premises or any signs or other advertising material on the interior which may be visible from the exterior without written consent of the Lessor.

13. Damages to Premises.

If the premises are damaged by fire or any other cause, Lessor shall promptly repair the damage and restore the premises to the condition existing immediately prior to the occurrence of casualty. If the reasonable time for completing such restoration or repair is ninety (90) days or longer, either party shall have the right to terminate this lease by giving notice of termination to the other party. Such notice shall be given within fifteen (15) days after the date of casualty. If the damage or destruction of the premises occurs within six (6) months of the expiration date of the term hereof, or if the damage or destruction of the premises are so substantial that it has effectively destroyed the premises totally, Lessor, may at its sole option, terminate the lease by giving written notice to the Lessee within fifteen (15) days after the date of casualty. If the premises are damaged by fire or other casualty, the rent shall be abated until the premises is restored or until the lease is terminated in accordance with this paragraph. The abatement shall be in proportion to the impairment of the use that Lessee can reasonably make of the premises. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty. Damages resulting from the fault of the lessee, or Lessee's agents, employees, licensees, customers or invitees, shall not result in any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

14. Indemnification of Lessor and Requirement of Insurance.

The Lessee, in consideration for the use of the premises and the rate of payment herein provided for, does hereby release and discharge and further will indemnify and save harmless the said Lessor from any and all claims for loss or damage caused by fire, theft or robbery or other tort to any and all property kept or stored in or about the leased premises, whether or not such property is owned by the Lessee or there by its permission or sufferance, including any and all liability and claims for personal injuries or property damages during the existence of this lease, arising in any manner by virtue of the use or occupancy of such premises by the Lessee; that the Lessee does hereby further agree to indemnify and save harmless the Lessor from liability for damage, injury or death to any person or persons arising out of the use of said property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any cause of any nature whatsoever, providing such damage, injury or death is not due to Lessor's own negligence.

- a. The Lessee assumes all obligations and shall maintain for its benefit and the benefit of the Lessor, at Lessee's expense liability insurance in an amount not less than \$500,000.00 combined single limits for injury to person or property. A copy of such insurance policy naming Lessor as an additional insured thereunder shall be furnished to and approved by Lessor, which approval shall not be unreasonably withheld.

15. Lessor's Remedies on Default.

If Lessee defaults in the payment of rent, or in the performance of any other covenant or condition of this agreement, Lessor may give to Lessee notice of such default and if Lessee does not cure any default in the payment of rent within ten (10) days, or other default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence to cure such default within thirty (30) days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Lessor may, on not less than five (5) days notice to lessee, at its option, either (1) immediately terminate this lease and re-enter the premises; or (2) retake possession on account of the lessee without terminating the lease; or (3) hold the Lessee liable for the rent as it comes due. If lessor elects to terminate this lease, Lessor may at any time thereafter resume possession of the premises by any lawful means and recover from Lessee all damages proximately resulting from breach.

16. Lessee's Liability for Deficiency.

In any case, where Lessor has retaken possession of the premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the premises or cause the premises to be reasonably repaired or otherwise changed or prepared for reletting, and may relet the premises or any part

of the premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent thereof. Rent so received shall be applied first to the payment of such reasonable expenses as Lessor may have incurred in connection with the recovery of possession, repairing or preparing for reletting, and the reletting, including reasonable attorneys' fees, and then to the payment of damages in equal amounts to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, and the damages shall be payable to Lessee on the several rent days above specified. If Lessor elects, pursuant to this agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed and since extended, there shall be allowed against the Lessee's obligation for rent or damages, as herein defined, a reasonable deduction, during the period of Lessor's occupancy, not to exceed in any event the rent herein reserved; and such occupancy shall not be construed as a release of Lessee's liability under this agreement. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

17. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option, herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

18. Subordination of Lease.

This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations and replacements of the underlying leases and mortgages. Although no instrument or act on the part of the lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments confirming such subordination of this lease as may be desired by the holders of such mortgages, any proposed mortgagee or by any of the Lessors under such underlying leases.

19. Lessor's Right to Cure Lessee's Breach.

If Lessee breaches any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice be given in case of emergency), cure such breach at the expense of the Lessee and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed rent due under this lease and payable on demand.

20. Mechanics' Lien.

Lessee shall have 15 days, after notice from Lessor, to discharge any mechanics' liens for materials of labor claimed to have been furnished to the premises on Lessee's behalf.

21. Notices.

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail; if to Lessee, at the address of the premises; if to Lessor, at Lessor's address as set forth above; or, to either, at such address as Lessee and Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the third day after the mailing of such notice.

22. Lessor's Right to Inspection, Repair and Maintenance.

Lessor may enter the premises at any reasonable time, upon adequate notice to Lessee (except that no notice be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable.

23. No Recording.

This lease may not be recorded in the public records of St. Johns County, Florida, without the Lessor's prior written consent.

24. Entire Agreement.

This lease agreement contains the entire agreement between the parties. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in
The presence of :

LESSOR
ST. JOHNS COUNTY

By: _____
Ben W. Adams
County Administrator

Witness _____

Witness _____

LESSEE

E. W. Torbett
Witness: E. W. TORBETT

By: *Janice Torbett*
JANICE TORBETT

Shelley Wilson
Witness Shelley Wilson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of July, 2000, by Ben W. Adams as County Administrator of, St. Johns County. He is personally known to me.

Elena Maxon
Notary Public, State of Florida
My Commission Expires: 02/13/04

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of July, 2000, by Janice Torbett, who is personally known to me or has produced a Florida D.L. as identification.

Elena Maxon
Notary Public, State of Florida
My Commission Expires: 02/13/04



A

B

C

See Page 16

4

3

2

1

4

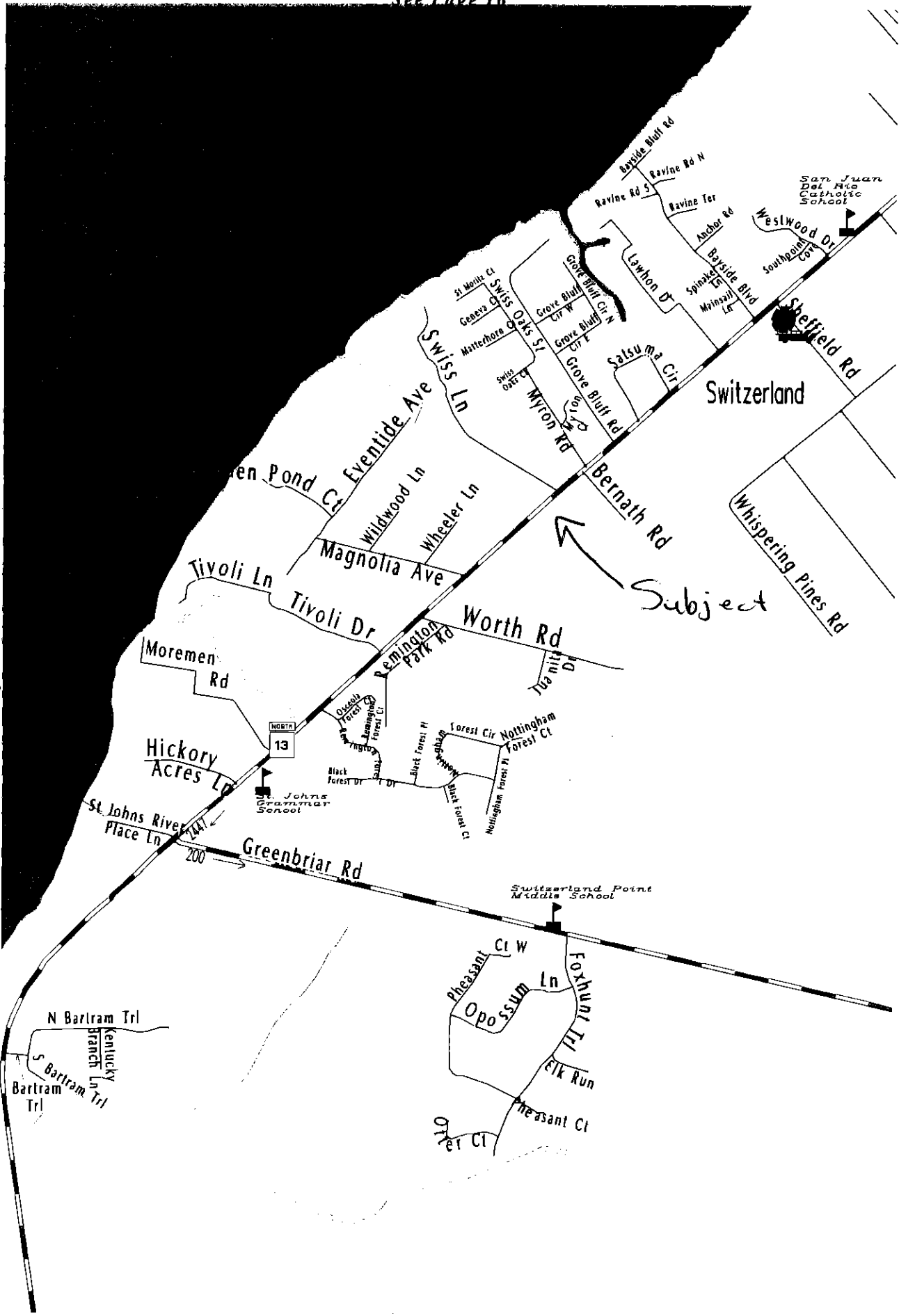
3

2

1

See Page vi

See Page 18



1" = .30 miles

See Page 19

Page 17