

RESOLUTION NO. 2000- 44

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A RENTAL AGREEMENT WITH OPTION TO PURCHASE THE COUNTY OWNED PROPERTY ON MARINE STREET BY THE COUNCIL ON AGING AND AUTHORIZING THE EXECUTION.

RECITALS

WHEREAS, the Board of County Commissioners has purchased the Flagler Hospital West property which is being renovated for the new location for the County Health Department and the existing Health Department and Mental Health buildings now located on certain portions of County property on Marine Street are no longer required for County use; and

WHEREAS, this property was declared surplus by Resolution No. 98-131 and advertisements for sale and for lease bids went out in November 1998 and April 1999 with no bid responses received complying with stated terms and conditions; and

WHEREAS, the St. Johns County Council on Aging has made application and presented to St. Johns County the Rental Agreement with Option to Purchase, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the St. Johns County Council on Aging plans to use this facility as a senior living center providing screening and education for our senior citizens which will serve a major public purpose; and

WHEREAS, pursuant to Florida Statute 125.38, the Board of County Commissioners is authorized to sell or lease any County owned property to any organization not for profit which may be organized for the purposes of promoting community interest and welfare.

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

1. The above recitals are hereby adopted as findings of fact.
2. The Rental Agreement with Option to Purchase in substantially the form attached hereto as Exhibit "A" is hereby approved and adopted and the County Administrator is authorized to execute the Agreement and also make changes to the Agreement prior to execution that include occupancy dates and legal descriptions.

3. The Clerk is instructed to record the executed Agreement in the Public Records of St. Johns County, Florida, and mail copies to respective parties.

PASSED AND ADOPTED this 11th day of April, 2000.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

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Public Records of
St. Johns County, FL
Clerk# 00-019101
O.R. 1494 PG 306
04:59PM 05/04/2000
REC \$21.00 SUR \$3.00

This instrument prepared by:
Joseph L. Boles, Jr., Esquire
Florida Bar No. 437522
120 Charlotte Street
St. Augustine, FL 32084
904-824-4278

RENTAL AGREEMENT
WITH OPTION TO PURCHASE

THIS AGREEMENT made and entered into this 20 day of April, 2000, between **COUNTY OF ST. JOHNS, FLORIDA**, hereinafter called "Owner", and **COUNCIL ON AGING ST. JOHNS COUNTY, a Florida non-profit corporation 501(c)(3)**, hereinafter called "Tenant".

W I T N E S S E T H:

The said Owner does hereby rent to the Tenant the following described property:

Parcel A & B, more particularly described in Exhibit A attached hereto and made a part hereof;

for use and occupation as senior living center.

The Tenant is aware that the property referred to herein has limitations regarding its use under the current Comprehensive Land Use Plan of the municipality of St. Augustine, Florida. The Tenant is solely responsible for determining the allowable uses and the Owner makes no representations whatsoever that the property is fit and proper for the use intended by the Tenant. The Tenant accepts responsibility for any and all issues of use and should Tenant need to modify those uses through either rezoning, procurement of variance or any type of adjustment needed, it will initiate same through the City of St. Augustine's Practices and Procedures and Ordinances. Owner agrees to execute whatever documents are needed to grant Tenant consent to pursue changes in zoning; the procurement of variances and/or adjustments upon request of Tenant. The consent of the Owner shall be exhibited by the execution of any application prepared by the Tenant; said execution being made by the County Administrator. The County Administrator is hereby authorized to accomplish same by virtue of the approval of this Rental Agreement without need for further action from the Board of Commissioners of St. Johns County.

1. **Term.** This Agreement is to be for a term of **FIVE (5) YEARS** beginning on the 1st day of OCTOBER, 2000, and ending on the 31st day of SEPTEMBER, 2005.

2. **Rent.** In consideration of the rental of the above-described property, the Tenant agrees to pay the Owner, as rent for the premises, the sum of **\$120,000.00**, payable in monthly installments of **\$2,000.00**, on the 1st day of each month during the term of this Rental Agreement.

3. **Security Deposit.** The Tenant herewith deposits an additional sum of **\$5,000.00**, as and for security deposit, which shall be held by the Owner as security for the full performance of the Agreement and as security for the payment of any damage to the premises by the Tenant, and as security for any cleaning costs or repairs necessary to return the premises to their present condition, ordinary wear and tear excepted.

THIS RENTAL AGREEMENT IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

Mark P. Dequardie
BCC Secty

4. Payment of Rent. The Tenant will pay for the rental as herein provided, and that if said rent, or any part thereof, shall remain unpaid for **THIRTY (30) DAYS** after the same shall become due and payable, then at the option of the Owner, the total of said rent under this Agreement shall become due and payable immediately, and in such event, the Owner may sue for and recover the same forthwith by distress or any other legal or equitable means of proceeding. Mention in this Agreement of any particular remedy in favor of the Owner shall not preclude the Owner from any other remedy at law or in equity and such particular remedy shall be, in addition to any other remedies, conferred upon the Owner by law or in equity.

5. Condition of Premises. The Tenant agrees to take the premises "as is" and Owner makes no representations regarding the sufficiency of any of the mechanical systems, electrical, plumbing, structural, and makes no representations whatsoever regarding the condition of the premises and/or their building to be used for purposes for the Tenant's use.

6. Modifications to Premises. The Owner grants to the Tenant the right to modify the premises in any manner desired so long as the Tenant makes such modifications using licensed contractors, sub-contractors, and procures all necessary permits needed to accomplish same.

7. Utilities. The Owner shall not be responsible for payment of any utilities whatsoever, and it is the responsibility of the Tenant to pay for any and all utilities, including, but not limited to gas, cable, electricity, water, trash removal, and any others during the term of this Agreement.

8. Inspection. The Tenant agrees to allow said Owner or his agent or representative, at any reasonable hour of the day, to enter upon said premises for the purpose of inspecting said premises.

9. Assignment or Subletting. The Tenant may assign this Agreement to any other entity that is owned and/or controlled or is a subsidiary or successor of the Tenant. Any other assignment of this agreement to a third party, even a 501(C)(3) charitable organization, shall require the written consent of the Owner first being obtained unless that third party 501(C)(3) charitable organization is owned or controlled or an active subsidiary or successor to the Tenant.

The Tenant may sublet any part of the premises to third parties that reasonably relate to and provide support services/goods to the general constituency which is also served by the Tenant. The Tenant shall remain liable in all respects for the performance of this agreement, however, and no rights or remedies of the Owner shall be affected by any sub-lease.

10. Use of Premises. The Tenant agrees to use the premises for no purpose prohibited by the laws of the United States or the State of Florida or the County of St. Johns or the city of St. Augustine now in force or hereinafter enacted.

11. Recovery. If the Owner is compelled to pay any expenses, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Owner, with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Owner on the first day of the month following the payment of such expense.

12. Re-Entry. Should any of the rents provided in this Agreement become due and remain unpaid for a period of **THIRTY (30) DAYS**, or should the Tenant fail to keep and perform any of the covenants which this Agreement requires it to perform for a period of **TWENTY (20) DAYS** after written notice from the Owner, then in either of such events, the Owner may, at his or her option, declare this Agreement void, and on giving the Tenant **THIRTY (30) DAYS** notice, re-enter and take possession of the premises. The Owner shall have all the legal rights and remedies available under the laws of the State of Florida for the collection of any rent due or payable under this Agreement.

13. Notices. Any notices required to be sent shall be sufficiently served on the Tenant if addressed to the Tenant at the leased premises and shall be served sufficiently on the Owner if addressed to him or her at his or her last known address.

14. Option to Purchase Real Property.

A. Grant of Option. Optionor (Owner), in consideration of the sum of **\$100.00** paid by the Optionee (Tenant) to Optionor, receipt of which is acknowledged by Optionor, grants to Optionee the exclusive right and option to purchase, on the following terms and conditions, that real property in St. Johns County, State of Florida, described as follows:

Parcel A & B, more particularly described in Exhibit A attached hereto and made a part hereof.

B. Option Period. The term of this option shall be equal to the term of this Rental Agreement and shall run consecutively with same. If this Rental Agreement is breached for any reason then this option expires also.

C. Purchase Price of Property. The full purchase price of the property is **\$800,000.00**, which amount shall be payable as hereinafter provided, if Optionee elects to exercise this option. The purchase price shall be payable as follows:

1. **\$300,000.00** shall be due and payable within **SIX (6) MONTHS** following the exercise of the option by the Optionee (Tenant).

2. The balance of the purchase price shall be paid no later than the final date of this Agreement, **AUGUST 31, 2005**.

3. The foregoing shall be the exact amount due at the time of closing and shall be adjusted based on any closing costs required to be paid.

D. Application of Consideration and Rents to Purchase Price. If Optionee purchases the property described in this option, and under the terms and conditions hereof, the full consideration paid for this option, and **EIGHTY (80%) PERCENT** of the rentals paid periodically under this Agreement shall be applied to the purchase price at the time it is due. The amount shall be applied first to that amount due in C.(1) above and the balance applied toward the final total amount due at the ultimate time of closing, which shall be no later than as provided in C.2. above.

E. Exercise of Option. Optionee may exercise this option by giving Optionor written notice thereof, signed by the Optionee before the time herein set for expiration.

F. Proof of Title. Optionor shall, at Optionor's expense, furnish a policy of title insurance insuring the title to the property to be free and clear of all defects. Optionor shall pay any documentary stamps due on the conveyance instrument. Optionee shall pay any costs associated with financing, and for the recording of the conveyance instrument.

G. Failure to Exercise Option. If Optionee does not exercise this option in accordance with its terms and within the option period, this option and the rights of Optionee shall automatically and immediately terminate without notice. In the event Optionee fails to exercise this option, Optionor shall retain the sum paid as consideration for this option, together with any and all rents received.

H. Additional Agreements.

NONE.

I. Notices. All notice provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the party for whom intended at the party's above-listed address, or when delivered personally to such party.

J. Time of Essence. Time is of the essence of this option.

K. Binding Effect. This option shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Witnesses:

OWNER/OPTIONOR
ST. JOHNS COUNTY BOARD OF
COMMISSIONERS

Laura S. Taylor
Signature of Witness

Laura S. Taylor
Print Name of Witness

BY: Ben W. Adams, Jr.
Print BEN W. ADAMS, JR.

COUNTY ADMINISTRATOR

Attest: Cheryl Strickland, Clerk

Sandea J. Sheffield
Signature of Witness

SANDEA J. SHEFFIELD
Print Name of Witness

By: Patricia DeGrande - Deputy Clerk
Print Patricia DeGrande

TENANT/OPTIONEE
COUNCIL ON AGING ST. JOHNS
COUNTY, INC.

Rosalie Gordon Mills
Signature of Witness

ROSALIE GORDON MILLS
Print Name of Witness

BY: Joseph L. Boles, Jr.
Its President

Attest:

Doris Tanner
Print DORIS TANNER

Kenneth D. Forrestier
Print Name of Witness
coal.00j

SKETCH OF:
A PARCEL OF LAND IN BLOCK 49 (POWDER
HOUSE LOT) ST AUGUSTINE, TOWNSHIP 7
SOUTH, RANGE 30 EAST, TALLAHASSEE
MERIDIAN, FLORIDA

