

RESOLUTION NO. 2004- 159

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE RENEWAL OF A LEASE FROM THE TOWN OF HASTINGS TO ST. JOHNS COUNTY FOR THE HASTINGS LIBRARY AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID LEASE.

RECITALS

WHEREAS, the Town of Hastings has executed the renewal of the Lease, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the Hastings Branch of the St. Johns County Public Library. The current lease was executed July 12, 1994 for a term of (10) ten years and will expire July 12, 2004; and

WHEREAS, the lease is for approximately 6,000 interior square feet within the Historical Hastings High School and has been and is currently housed by the Hastings Branch of the St. Johns County Library. The cost is (\$8.00) eight dollars per interior square foot of the Premises; and

WHEREAS, it is in the best interest of the County to accept this lease renewal to benefit the citizens in this area of the County.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners accepts the terms of the renewal of the Lease Agreement and authorizes the County Administrator to execute said lease.


Section 3. The Clerk of the Courts is instructed to file the original Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 13th day of July, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7-19-04

LEASE

THIS LEASE, made and executed by and between The Town of Hastings, a Florida Municipal Corporation, hereinafter referred to as Landlord, and St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as Tenant.

IN consideration of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the below described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein.

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01 Basic Lease Provisions and Exhibits

- (A) DATE OF LEASE: July 12, 2004
- (B) NAME OF LANDLORD: TOWN OF HASTINGS
A Florida Municipal Corporation
- ADDRESS OF LANDLORD: 6195 S. Main Street, Ste. A
Hastings, FL 32145
- (C) NAME OF TENANT: ST. JOHNS COUNTY, FLORIDA
A political subdivision
Of the State of Florida
- ADDRESS OF TENANT: 4020 Lewis Speedway
St. Augustine FL 32084
- (D) PERMITTED USE: The property leased hereby shall be used solely and exclusively for public and governmental purposes including but not limited to public library, office for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, governmental offices and related parking.
- (E) HISTORICAL HASTINGS HIGH SCHOOL: Historic Hastings High School (the "High School") shall mean the lands and improvements described in Exhibit "A" attached hereto and incorporated into this Lease.
- (F) THE PREMISES: The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant. Said Premises contain approximately 6,000 interior square feet.

- (G) AREA LEASED: The Areas Leased by the Landlord to the Tenant pursuant to this Lease include the Premises, the Other Areas and the Common Areas.
- (H) THE OTHER AREAS: The Other Areas shall consist of the non-Premises portions of the High School that are hereby leased exclusively to the Tenant. The Other areas will include parking spaces located near the entrances to the Premises. The number of parking spaces will include one space for delivery vehicles and one space for each regular County staff member serving the offices located in the Leased Premises.
- (I) COMMENCEMENT DATE: The Lease Term begins and the first Rent is due on the earlier of: (i) 30 days after notice by Landlord that the entire exterior of the building, the interior leased Premises, and other interior spaces accessible to the general public have been renovated and that the Areas Leased to the Tenant have been prepared to Tenant's specifications and are ready for Tenant's occupation; or (ii) and date Tenant occupies the Premises.
- (J) LEASE YEAR: A Lease Year shall consist of 12 consecutive calendar months commencing on October 1 and ending September 30. The term "Partial Lease Year" is the period from the Commencement Date through September 30, of the first year or is the period from October 1 to the expiration or earlier termination of this Lease prior to September 30, as is applicable.
- (K) SCHEDULED LEASE TERM: The term of this Lease shall be 10 years beginning on the Commencement Date and expiring on the tenth (10th) anniversary of the Commencement Date, but if the Commencement Date is not the first day of a calendar month, the Lease Term will expire on the last day of the calendar month in which the 10th anniversary of the Commencement Date occurs.
- (L) RENT: Rent for the Lease Term shall be Eight Dollars (\$8.00) per interior square foot of the Premises per year, payable in equal monthly installments in advance without notice or demand at Landlord's address or such other address as Landlord shall specify. See also Article 3 hereof.
- (M) OPTION TO RENEW: Tenant's Option to Renew and the rental for the renewal term is set forth in Article 11.
- (N) COVENANT OF OWNERSHIP: Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictions encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01 – Demise

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, Other Areas and Common Areas to Tenant, and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02 – Use of Common Areas

Tenant and its officer's, agents, employees, clients, invitees and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitees and customers. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitees and customers. The Common Areas shall be maintained by Landlord.

Section 2.03 – Quiet Enjoyment

Upon paying all sums due from Tenant to Landlord hereunder and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease Term without interference by Landlord.

ARTICLE 3
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

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ARTICLE 3 TENANTS OBLIGATION TO PAY RENT

Notwithstanding any other section of this Lease, the Tenants obligation to pay Rent and/or to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant: Covenant to Budget and Appropriate. The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds (as hereinafter defined in this Article) lawfully available for such purposes in each Lease Year, amounts sufficient to make the Rent and other payments required under this Lease during such Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any specific services or programs now or later provided or maintained by the Tenant, which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad Valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non-Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant's obligations secured by a pledge or pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made or entered into (including the payment of debt service on bond and other debt instruments). The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem

Funds of services and programs which (i) are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

ARTICLE 4 UTILITIES

Section 4.01 – Utilities

Tenant shall contract and pay for all electric and telephone utilities used or consumed in the premises; provided that Landlord shall first furnish the meters of other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid waste removal services to and for the High School, including the leased Premises.

ARTICLE 5 MAINTENANCE, OPERATION AND REPAIR

Section 5.01 – Maintenance by Landlord

Landlord shall maintain, repair and keep supporting walls, foundations, roof, sprinkler systems (if any), mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements of the High School in good repair. Landlord, however, shall have no duty to make any repairs within the Premises resulting from (a) any alterations, modifications or improvements made by or on behalf of Tenant, (b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory, (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith, or (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.

Section 5.01 – Premises Maintenance by Tenant

Except for Landlord's maintenance responsibilities as provided in Section 5.01, tenant shall, at Tenant's expense, keep the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties and Tenant agrees to reimburse Landlord the reasonably incurred costs upon 10 days request.

Section 5.01 – Signs, Awnings and Canopies

Tenant shall maintain its signs, decorations, lettering and advertising matter in good condition and repair.

Section 5.04 – Liens

No encumbrances, charges or liens against the High School shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within 10 days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05 – Surrender of Premises

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

Section 5.06 – Common Area Maintenance Payments

In addition to the rent described in Section 1.01(m), above, the Tenant is obligated to pay its pro rata share of maintaining the Common Areas of the High School facility. As used herein, “Common Areas” shall mean the grounds, parking areas and bathroom facilities available for general public use. The Tenants pro rata share shall be determined in accordance with the following formula:

Square Footage of Interior		Then Current 6 months
<u>Floor Space of Premises</u>	x	Costs of Maintaining such
Square Footage of Interior Floor		Common Areas
Space within the main High School structure		

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a monthly basis with the first payment due 45 days after the date of the commencement of the lease term and the following payments due on the same day of each month thereafter to and including the month after the termination of the initial lease term.

ARTICLE 6
INSURANCE

Section 6.01 – Tenant’s Coverage

Tenant shall be responsible for insuring its property on the Premises and may maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas. The Landlord shall be named as a coinsured on the Tenant’s liability policy.

Section 6.02 – Landlord’s Coverage

Landlord shall maintain adequate liability and property insurance covering the High School. Tenant shall be named as a co-insured on all liability policies.

ARTICLE 7
DAMAGE AND DESTRUCTION

Section 7.01 – Fire, Explosion or Other Casualty (an Occurrence)

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas. If the Premises are damaged by fire, explosion, wind, water or other casualty (an Occurrence) to an extent that the cost of repairing the damages is less than 50% of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant’s improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an Occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is 50% or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is 25% or more of the cost of completely replacing the building, or (iii) the buildings (taken in the aggregate) in the High School shall be damaged to the extent that the cost of their repair is more than 25% of the cost of their complete replacement, Landlord shall at its election, either promptly repair or rebuild the Premises and the building(s), or terminate this Lease by written notice to Tenant within 90 days after the Occurrence. If the Occurrence renders 25% or less of the Premises untenable and Tenant elects to utilize the portion not rendered untenable during Landlord’s repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration; said proportion to be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than 25% percent of the Premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord’s repairs, then if and until Landlord restores the High School to the condition it was in on the Commencement Date, the Tenant’s obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. In the event

Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than one 120 days from the date of notification to complete, the Tenant may at its option unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

Section 7.02 – Landlord's Work

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the High School in the same condition as when possession of the Premises was initially delivered to Tenant.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.01 – Default

If Tenant fails to:

- (i) Pay all or any monthly installment of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is pat due;
- (ii) Cease all conduct prohibited hereby within 10 days of receipt of written notice from Landlord;
- (iii) Take appropriate action with 10 days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms, covenants and conditions hereof;
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured such failure within 60 days following written notice from Landlord; then Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination the Tenant shall be responsible for the reasonable expenses incurred by Landlord in regaining possession. In addition, upon such termination occasioned by Tenant's default the Tenant shall pay the Landlord all rents due and payable hereunder for the remainder of the Lease Term; provided however, that the amounts the Tenant is obligated to pay pursuant to this sentence shall be reduced by the amount of rents, if any, received from replacement tenants during the remainder of the Lease Term. Upon ender of all such payments all obligations of Tenant to Landlord under this

Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

If Landlord fails to:

- (i) Take appropriate action within 10 days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof, or
- (ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within 60 days following written notice from Tenant; then Landlord shall be in default. Upon such default, the Tenant may terminate this Lease. Upon such termination the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant in moving its possessions from the Premises to another site. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages the difference between the rents due hereunder for the remainder of the Lease Term and the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments all obligations of the landlord to Tenant under this Lease shall cease.

ARTICLE 9 ASSIGNMENT AND SUBLETTING/RENTAL OF OTHER PORTIONS OF HIGH SCHOOL

Section 9.01 – Covenant Not to Assign or Sublet Without Consent

Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 9.02 – Covenant Not to Rent other Portions of the High School Without Consent

Landlord covenants that it will not rent, lease or otherwise allow occupancy of the High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10 HAZARDOUS SUBSTANCES

Section 10.01 – Hazardous Substances

- (A) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall

(i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a "Hazardous Substance" (as hereinafter defined) on the Premises, the High School or any part thereof of (ii) permit the "release" (as hereinafter defined) of an unlawful quantity or concentration of a Hazardous Substance on or from the Premises, the High School or any part thereof unless the manufacturing, treatment, use, storage, disposal, or release of such Hazardous Substance is approved in writing by landlord.

- (B) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (herein called "CERCLA"), or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under federal or Florida Law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

The term "release shall have the meaning given to such term in Section 101(22) of CERCLA.

ARTICLE 11 OPTION TO RENEW

Section 11.01 – Option to Renew

Provided the Tenant is not then in default of this Lease in a manner set forth in Section 8.01 hereof, Tenant shall have the option to renew this Lease for an additional term of 10 years (the "Renewal Term") by delivering written notice to Landlord not less than 60 days or not more than 120 days prior to the scheduled termination date.

Section 11.02 – Renewal Rental

Rent for the Renewal Term shall be One Hundred Dollars (\$100.00) per year, payable in advance, plus Tenant's semi annual payment of its pro rata share of maintaining the Common Areas of the High School. As used in this Article 11, "Common Areas" shall mean grounds, parking areas, and the bathroom facilities that are available for general public use. Tenant's pro rata share shall be determined by the following formula.

Square Footage of Interior Floor Space of Premises	x	Then Current 6 months Costs of Maintaining such Common Areas
Square Footage of Interior Floor Space within the main High School structure		

The costs of maintaining the common area grounds will include only the cost of the normal, regular maintenance of these grounds.

ARTICLE 12
RIGHT OF FIRST REFUSAL

Section 12.01 – Right of First Refusal

As additional consideration for this Lease, Landlord grants to Tenant a Right of First Refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord (which terms Landlord hereby affirms must comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board), Landlord shall convey the terms of such offer to Tenant which shall have 60 days within which to elect to purchase the High School on the same terms and conditions as contained in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer of the offeror and this Right of First Refusal shall terminate. In the event Landlord conveys the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

ARTICLE 13
MISCELLANEOUS

Section 13.01 - Severability

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 13.02 – Execution in Counterparts


This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

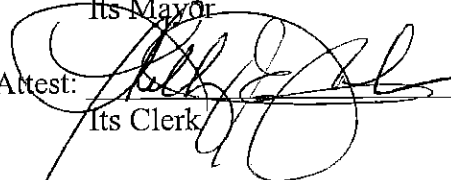
Section 13.03 – Captions

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

TOWN OF HASTINGS
A Florida Municipal Corporation

By: 
Its Mayor

Attest: 
Its Clerk

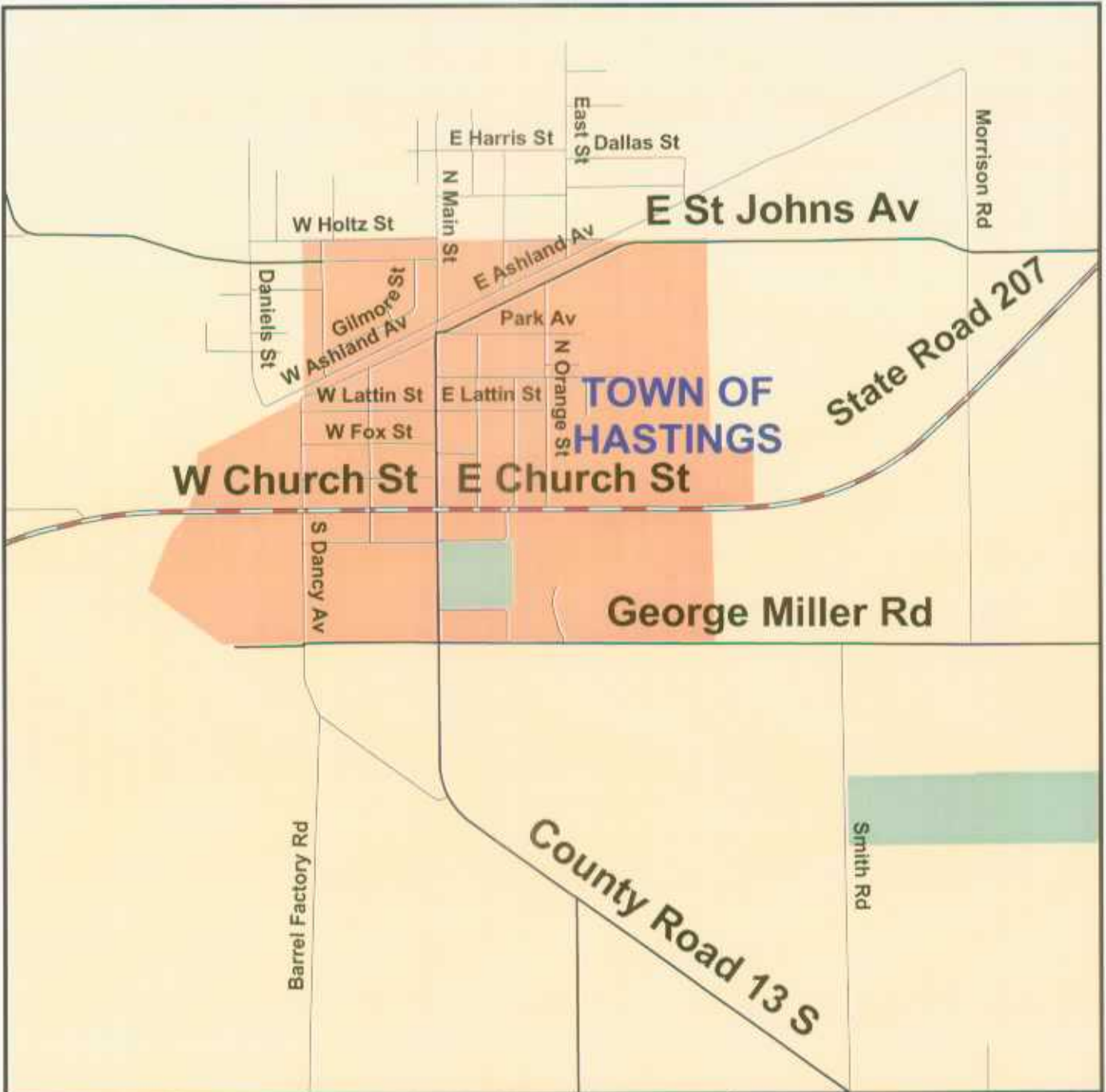
(Town Seal)

ST. JOHNS COUNTY
a political subdivision of the
State of Florida

By: _____
County Administrator

Attest: _____
Its Clerk

(County Seal)




**GENERAL
LOCATION MAP**

0 1,600 3,200
Feet

Map Prepared: 6/30/2004
*Depicts General Project Boundary

**Hastings Branch
St. Johns County
Public Library**

File: BCC July 13, 2004


 St. Johns County
Public Works Dept.
Real Estate