

RESOLUTION NO. 2004- 35

A RESOLUTION APPROVING 1ST AMENDMENT TO LEASE AGREEMENT FROM DEPOT PLAZA TO ST. JOHNS COUNTY HOUSING AND COMMUNITY SERVICES TO ADD A SECURITY DEPOSIT IN THE AMOUNT OF \$1,596.67 TO BE HELD BY THE OWNER AS SECURITY AGAINST POSSIBLE DAMAGE.

RECITALS

WHEREAS, on December 16, 2003 per Resolution No. 2003-246 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Lease Agreement for St. Johns County Housing and Community Services to occupy rental space in Depot Plaza located at 3149 North Ponce De Leon Blvd., Unit 9 and 10 St. Augustine, Florida 32084; and

WHEREAS, the original lease was silent in regards to a Security Deposit being needed to insure the owner of security in the case of damage occurring to the property; and

WHEREAS, the owner is asking for an additional \$1,596.67 to be held by owner as security against damage; and

WHEREAS, the Board of County Commissioners of St. Johns County has reviewed the request of the owner, and determined that the request merits consideration and approval.

NOW, THEREFORE, BE IT 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 hereby approves the 1st Amendment Lease Agreement attached hereto and authorizes the County Administrator to execute said lease.

Section 3. The Clerk is instructed to file the original 1st Amendment Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10th day of February, 2004.

BOARD OF COUNTY COMMISSIONER
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/10/2004

1st AMENDMENT TO LEASE AGREEMENT

THIS 1ST AMENDMENT TO LEASE AGREEMENT ("1st Amendment") by and Between **St. Johns County, Florida**, a political subdivision of the State of Florida, as ("Tenant") and **PORTER ST. JOHNS, INC.** whose address is 56 Lee Drive St. Augustine, Florida 32084 as("Owner")

Recitals

WHEREAS, on December 16, 2003 per Resolution No. 2003-246 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Lease Agreement for St. Johns County Housing and Community Services to occupy rental space in Depot Plaza located at 3149 North Ponce De Leon Blvd., Unit 9 and 10 St. Augustine, Florida 32084 ; and

WHEREAS, the original lease was silent in regards to a Security Deposit being needed to insure the owner of security in the case of damage occurring to the property; and

WHEREAS, the owner is asking for an additional \$1,596.67 to be held by owner as a security against damage; and

WHEREAS, the Board of County Commissioners of St. Johns County has reviewed the request of the owner, and determined that the request merits consideration and approval.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference and made a part hereof.

Section 2. The Lease entered into between the County, and Porter St. Johns, Inc. on December 16, 2003 (Original Lease) (attached hereto as Exhibit "A"), and authorized pursuant to County Resolution 2003-246 is amended to add Section 1.11 which reads as follows.

Section 1.11: Security Deposit

The County/Tenant shall pay Porter St. Johns/Landlord, prior to February 13, 2004, a Security Deposit in the amount of one thousand, five hundred ninety-six dollars, and sixty-seven cents (\$1,596.67), which shall be used by Porter St. Johns/Landlord in the event that such Security Deposit is needed to pay unreimbursable damages, uncollected rent, or uncollected fees.

Section 3. "All remaining provisions of Original Lease shall remain applicable and enforceable."

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Tenant
St. Johns County, a Political
subdivision of the State of
Florida

By: Ben W. Adams
Ben W. Adams,
County Administrator

Robin L. Platt
Print Witness Name Robin L. Platt
Yvonne King
Print Witness Name Yvonne King

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of February 2004 by Ben W. Adams as County Administrator of, St. Johns County, Florida. He is personally known.



Patricia DeGrande
Notary Public, State of Florida
My Commission Expires _____

Linda J. White
Print Witness Name _____
Linda J. White

Print Witness Name _____

LANDLORD:
PORTER ST. JOHNS, INC.
By: Dwayne D. Porter
President
Dwayne D. Porter

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of February 2004, by Dwayne D. Porter President of PORTER ST. JOHNS, INC. who is personally known to me or has produced a FL DL # 2636 169 30-3360s as identification.

Patricia DeGrande
Notary Public, State of
Florida

My Commission
Expires _____

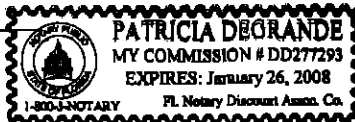


EXHIBIT "A"

To Resolution

LEASE

THIS LEASE, made and executed by and between PORTER ST. JOHNS, INC. whose address is 56 Lee Drive St. Augustine, Florida 32084 ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the 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: Parties.

(A) DATE OF LEASE: January 1, 2004 – December 31, 2004

(B) NAME and ADDRESS OF LANDLORD:

Porter St. Johns, Inc.

Dwayne D. Porter

56 Lee Drive

St. Augustine, FL 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:

ST. JOHNS COUNTY HOUSING AND COMMUNITY SERVICES

C/O Real Estate Division

4020 Lewis Speedway

St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 3149 North Ponce De Leon Blvd. Unit 9 and 10, St. Augustine, Florida 32084. Said Premises contain approximately 1,886 square feet.

Section 1.04: THE OTHER AREAS.

The Other Area shall consist of the parking spaces located in the front of the building and consist of 13 parking spaces for County employees and visitors.

Section 1.05: COMMENCEMENT DATE.

The Lease Term begins on the first day of January, 2004.

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be for one (1) year beginning on the Commencement Date of January 1, 2004, and expiring on December 31, 2004. The Tenant retains the option to extend this Lease for up to two (2) twelve (12) month terms. If the Tenant exercises the option to extend this Lease, then the Landlord shall be entitled to a five percent (5%) increase in the monthly rent for one thousand, six hundred seventy-six dollars and fifty cents (\$1,676.50) per month for the second twelve-month extension.

Section 1.07: CONDITION OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.08: RENT.

Rent for the Lease Term shall be one thousand five hundred seventy one dollars and 67/100 (\$1,571.67) a month plus \$25.00 Common Area Maintenance total monthly payments of \$1,596.67 in equal monthly installments. Said units 9 and 10 include square footage of 1,886. Payment to be sent to Landlord's address or such other address as Landlord shall specify. See also Article 3 hereof.

Section 1.09: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

Section 1.10: TERMINATION OF LEASE

St. Johns County as tenant of said Lease reserves the right to terminate this Lease by giving Porter St. Johns, Inc. a (90) ninety day written notice without cause.

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, invitee 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, invitee and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord 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
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and 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.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all electrical and telephone utilities used or consumed in the Premises; provided, that Landlord shall first furnish the meters or 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. The Landlord will provide at its cost a separate water meter for the Premises, and the Tenant shall pay the water and sewer fees.

**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 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.
- (e) Landlord shall maintain and provide cleanup of parking lot, (3) Flood lights in front of building, (2) Lights in rear of building, and lighted sign on U.S. 1 are included in the \$25.00 CAM fee.

Section 5.02: MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall 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 ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

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

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (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.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal 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 building. 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.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other area if the Premises are damaged by fire, explosion, wind, water or other casualty ("Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent 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 fifty (50%) percent 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 twenty-five (25%) percent 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 twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenantable and Tenant elects to utilize the portion not rendered untenantable 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 shall be computed on the basis of the relation which the gross square footage of the untenantable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenantable, 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 premises 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 120 days from the date of notification to complete, the Tenant, at its option, may 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 property in the same condition as when possession of the Premises was initially delivered to Tenant.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments 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 past due;

- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (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; or
- (iv) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the 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 termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement 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.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

- (i) Take appropriate action within ten (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 fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default. Upon such default, the Tenant may terminate this Lease, the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. 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 to difference between 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 Landlord to Tenant under this Lease shall cease.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

**Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT
CONSENT.**

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises 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: HAZABDOUS 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 on or from the Premises, 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 ("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.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: SEVERABILITY.

Severability-If any word, Phrase, sentence, part, subsection, section, or other portion of this Lease, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining portions of this Lease, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 11.02 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 11.03 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.

Section 11.04 FORCE MAJEURE.

Force Majeure—Notwithstanding any other provision in this Lease, the Tenant shall neither be held in default, nor in non-compliance with the terms, conditions, or requirements of this Lease, nor suffer any enforcement, or penalty relating thereto (including termination) where such non-compliance, or alleged default occurred and/or was caused by a strike, riot, war earthquake, flood, tidal wave, severe rainstorm, or other act of nature, or other act of nature, or other event that is reasonably beyond the Tenant's ability to anticipate and control.

Section 11.05 GOVERNING LAW

Governing Law and Venue—This Lease shall be construed according to the Laws of Florida. Venue for any administrative and /or legal action arising under this Lease shall be St. Johns County, Florida.;

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

Tenant:

Patricia De Grande

Print Witness Name: Patricia De Grande

Yvonne King

Print Witness Name: Yvonne King

ST. JOHNS COUNTY, a Political Subdivision of the State of Florida

By: Ben W. Adams
Ben W. Adams, County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5th day of January, 2007 by Ben W. Adams as County Administrator of, St. Johns County. He is personally known.

Landlord:
PORTER ST. JOHNS, INC.

Linda J. White
Print Witness Name: Linda J. White

Debbie Taylor
Print Witness Name: Debbie Taylor

BY: Dwayne D. Porter
Dwayne D. Porter
President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of December, 2003, by Dwayne D. Porter, President of PORTER ST. JOHNS, INC. who is personally known to me or has produced a DL# P63616430- as identification.

Debbie Taylor
Notary Public, State of Florida
My Commission Expires _____

3310
 Debbie Taylor
Commission # CC 913963
Expires April 14, 2004
Bonded Thru
Atlantic Bonding Co., Inc.