

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE TERMS OF A RENEWAL LEASE AGREEMENT BETWEEN NORTH SHORES IMPROVEMENT ASSOCIATION, INC. AS LANDLORD, AND ST. JOHNS COUNTY AS TENANT TO PROVIDE NEEDED COUNTY PARK FACILITIES FOR THE VILANO BEACH AREA.**

**RECITALS**

**WHEREAS**, on July 1, 1977 North Shore Improvement Association, Inc. as Landlord and St. Johns County, as Tenant entered into a Lease on subject property located on 150 Meadow Avenue, St. Augustine, Florida for a County Public Park, for recreational and cultural purposes and for no other purposes attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof; and

**WHEREAS**, attached hereto as **Exhibit "B"**, incorporated by reference and made a part hereof is a renewal of the lease on the same premises, for a term of 20 years; and

**WHEREAS**, this lease specifies that this location known as North Shores Park is to be used as a public park, recreational and or cultural purposes and for no other purposes. The Lease states that St. Johns County as Tenant shall maintain the park site, but excludes the building from the Lease located at 150 Meadow Avenue, St. Augustine, Florida; and

**WHEREAS**, by execution of this lease is for the benefit of the residents of St. Johns County, Florida.

**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 Lease Agreement attached hereto and authorizes the County Administrator to execute the lease on behalf of the County.

**Section 3.** The Clerk of the Circuit Court is instructed to record the original Lease in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 16 day of May, 2006.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk  
By: Robert S. Peck  
Deputy Clerk

RENDITION DATE 5/19/2006

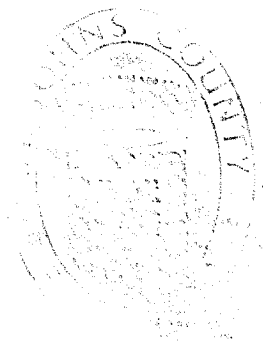


EXHIBIT "A" TO RESOLUTION

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 17 day of July, 1977, between NORTH SHORES IMPROVEMENT ASSOCIATION, a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter called the Lessor, and SAINT JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the Lessee,

W I T N E S S E T H

That the Lessor, for and in consideration of the covenants, agreements and rentals hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the terms and under the conditions hereinafter set out, those certain premises in Saint Johns County, Florida, described as follows:

Block AF, also a tract of land in Government Lot one (1) of Section five (5), Township seven (7) South, Range thirty (30) East - further described as Bounded on the South by Meadow Avenue, on the East by First Street, on the North by Gardiner Road and on the West by Second Street with the exception of the East 150 feet thereof.

To have and to hold the said demised premises for a term commencing on the 1st day of July, 1977, to and including the 30th day of June, 1987.

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described demised premises for the term set out in this lease and the Lessor acknowledges receipt from the Lessee of the sum of One Dollar (\$1.00) and other good and valuable considerations, for the lease term provided herein.

The Lessee shall use the demised premises for public park, recreational and/or cultural purposes and for no other purpose.

The Lessee shall have the right to make alterations of the said demised premises and to construct improvements on, under and over the said demised premises.

The Lessee will promptly pay all gas, water, electricity, sewerage, garbage and other utility expenses of every kind incurred in connection with the use of the said demised premises.

The Lessee shall pay all ad valorem taxes and governmental assessments levied upon the said demised premises during the term of the lease, excepting those for the year 1977.

The demised premises and any improvements thereon shall be at the sole risk of the Lessee, who shall hold the Lessor harmless for any injury, loss or damage to person or property occurring on the demised premises. The Lessor shall not be responsible for maintaining hazard or casualty insurance of any kind on the demised premises.

No assignment of this lease or sub-lease of the demised premises shall be made by Lessee.

These presents are upon the condition that, except as otherwise provided herein, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on Lessee's part is to be performed, and such breach or default shall continue for a period of six (6) months after receipt of written notice thereof from Lessor to Lessee, then the Lessor lawfully may immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and retake possession of the same as of its former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate, but without prejudice to any other remedy which might be available to Lessor. The waiver by the Lessor of any breach or default by the Lessee shall not be construed as a waiver of any subsequent breach of any subsequent duty or covenant imposed by this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have

caused this instrument to be executed for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Col. Long E  
Mary B. Neena  
As to Lessor

NORTH SHORES IMPROVEMENT ASSOCIATION

By: William R. Long  
Its President  
Attest: Mary Neena Smith  
Its Secretary

LESSOR

SAINT JOHNS COUNTY

Mrs. Hazel Foster  
Marian Spaulding  
As to Lessee

By: W. Earl Boyd  
Chairman, Board of County Commissioners  
Attest: Oliver Smith  
Clerk, Board of County Commissioners

(Official Seal)

LESSEE

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared WILLIAM LONG and MARY U. SMITH, well known to me to be the President and Secretary respectively, of the NORTH SHORES IMPROVEMENT ASSOCIATION, a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of July, A.D., 1977.

Mary B. Neena  
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 19, 1981  
Revised by American Bar & Carroll-Kennedy

EXHIBIT "B" TO RESOLUTION

LEASE

**THIS LEASE**, made and executed by and between **NORTH SHORES IMPROVEMENT ASSOCIATION, INC.** whose address is 150 Meadow Avenue, 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: \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(B) NAME and ADDRESS OF LANDLORD:  
North Shores Improvement Associations, Inc.  
150 Meadow Avenue  
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:  
St. Johns County, Florida  
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, and limited to a public park, recreation, sports activities and or cultural purposes and for no other purposes.

Section 1.03: THE PREMISES.

The Premises shall consist of property located at in St. Augustine, Florida 32084, described as follows:

Block AF, also a tract of land in Government Lot one (1) of Section five (5), Township seven (7) South, Range thirty (30) East Further described as Bounded on the South by Meadow Avenue, East by First Street, on the North by Gardner Road and on the West by Second Street with the exception of the East 150 feet thereof.

Section 1.04 EXCULSIONS

The North Shores Improvement Association, Inc., building is excluded from this lease which is located at 150 Meadow Avenue, St. Augustine, Florida. Also excluded is the building housing the North Shores Volunteer Fire Department, Inc.

Section 1.05 USE OF THE PREMISES

The Premises shall be used by St. Johns County, Florida for a public park, recreational and or cultural purposes and for no other purpose. The Tenant will keep the premises maintained as a County Park, which includes park maintenance and trash removal.

Section 1.06: COMMENCEMENT DATE.

The Lease Term begins on the first day of \_\_\_\_\_, 2006.

Section 1.07: SCHEDULED LEASE TERM.

The term of this Lease shall be for a term of 20 years beginning on the Commencement Date and expiring at the end of the (12th) month of the (20<sup>th</sup>) year from execution of this lease.

Section 1.08: 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 1.09: RENT.

Rent for the Lease Term shall be in the sum of One Dollar (\$1.00) payable, in advance, and other good and valuable considerations for the lease term provided herein.

Section 1.10: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the property in fee simple title and 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: 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.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual budget for payment on the Lease Agreement.

**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. Tenant shall provide all necessary and appropriate water, sewage and solid waste removal at his expense.

**ARTICLE 5  
MAINTENANCE OPERATION AND REPAIR**

Section 5.01: MAINTENANCE BY TENANT

Tenant shall maintain, repair and keep fencing, play ground equipment, tennis courts, sports fields, grounds, 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.

Landlord, is however responsible for the Association structure located at 150 Meadow Avenue, and the structure housing the Volunteer Fire Station 18.

Section 5.02: SIGNS AWNINGS AND CANOPIES.

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

Section 5.03: 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 5.04: 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 an additional insured 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 additional 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 Areas 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) if the building 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 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 shall 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 twenty five (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 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: 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 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.

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 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.

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

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_

**Tenant:**

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

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

**Landlord:**

**North Shores Improvement Association,  
Inc.**

Keith Kwai  
Print Witness Name: Keith Kwai

Carol M. May  
Print Witness Name: Carol M. May

BY: Charles Kelly Smith  
President: Charles Kelly Smith