

RESOLUTION NO. 2006- 153

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT FROM ST. AUGUSTINE LITTLE LEAGUE TO ST. JOHNS COUNTY FOR PROPERTY NEEDED FOR A PUBLIC PARK LOCATED ON OSCEOLA ELEMENTARY ROAD.

RECITALS

WHEREAS, St. Augustine Little League has executed and presented a Lease Agreement to St. Johns County, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for property needed for a public park; and

WHEREAS, the lease will provide the County with a site on Osceola Elementary Road that can readily be developed into a public park facility; and

WHEREAS, it is in the best interest of the County to accept the Lease Agreement to provide for a much needed public park in this area for St. Johns County residents.

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 said lease.

Section 3. The Clerk of Court is instructed to file the original 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 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

RENDITION DATE 5/19/2006

By: Robert L. Ploof
Deputy Clerk

LEASE

THIS LEASE, made and executed by and between **ST. AUGUSTINE LITTLE LEAGUE**, hereinafter referred to as **SALL** or ("Landlord"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as **COUNTY** or ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the **SALL** does hereby lease to the **County** the described Premises, 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:** May 16, 2006

(B) **NAME and ADDRESS OF LANDLORD:**

St. Augustine Little League, Inc.
P.O. Box 305
St. Augustine, Florida 32085

(C) **NAME OF TENANT and ADDRESS OF TENANT:**

St. Johns County, Florida, a political subdivision of the State of Florida
c/o Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby (**leased parcels**) shall be used for **baseball/softball/t-ball, other recreational activities, and related parking.**

Section 1.03: THE PREMISES.

Is known as property owned by **SALL** and shown on attached map.

Section 1.04: AREAS LEASED (THE LEASED PARCELS).

The Areas Leased by the **SALL** to the **County** pursuant to this Lease include Parcel Account Numbers 098260-0000: 7.72 acres and 7.66 acres and 098280-0000 10.31 and 8.73 with a total of approximately 34.42 acres shown on attached map.

Section 1.05: COMMENCEMENT DATE.

The **Lease** Term begins on May 16, 2006.

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall **have an initial term of thirty (30) years. At the time of expiration of the initial term, this Lease shall be automatically renewed for a second term of thirty (30) years. The second term shall run from May 17, 2036, and shall expire at 11:59 pm on May 16, 2066.**

Section 1.07: CONDITION OF PREMISES.

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

Section 1.08: RENT.

County has agreed to improve the land listed in Section 1:04 and to maintain this property for the term of **this Lease**. No other payment will be required, **as payment under this Lease**.

Section 1.09: COVENANT OF OWNERSHIP.

SALL covenants to the **County** that **SALL** owns the property in fee simple title and has full authority to enter into this **Lease**.

**ARTICLE 2
SALL'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**, **SALL** leases the Premises to the **County**, and **County** 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 **the County** to **the SALL** and performing and observing all of **County's** covenants and obligations hereunder, **County**, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises throughout the **Lease Term** without interference by **SALL**.

**ARTICLE 3
THE COUNTY'S OBLIGATION TO BUDGET MAINTENANCE**

Section 3.01: COVENANT TO BUDGET.

The **County** covenants and agrees to appropriate in its annual Maintenance Department Budget for maintenance to the property described in this **Lease**.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

The County shall be responsible for the payment for all utilities used or consumed on the Premises during the terms of the Lease.

**ARTICLE 5
MAINTENANCE, OPERATION AND REPAIRS**

Section 5.01: MAINTENANCE AND IMPROVEMENTS BY THE COUNTY.

- A. The **County** will install improvements for recreational use on **SALL** property. The design, construction and location of any and all improvements must be approved in writing by **SALL** prior to installation or construction. The **County** will be responsible for all the maintenance on the **SALL** property.
- B. Upon termination of this agreement by either party, the **SALL**, will keep any or all improvements and equipment constructed or installed by the **County** on **SALL** property and the **County** shall convey its rights, title and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the **SALL**.

Section 5.02: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by the **County** or its independent contractors. **County** 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 5.03: SURRENDER OF PREMISES.

Upon termination of this **Lease**, the **County** shall surrender the Premises "as is" condition of the time of the termination. All improvements made to the property will be owned by **SALL**.

**ARTICLE 6
INSURANCE**

Section 6.01: THE COUNTY'S COVERAGE.

The County, at its expense shall be responsible for insuring its personal property on the Premises.

Section 6.02: THE SALL'S COVERAGE.

The SALL shall maintain adequate liability and property insurance covering the buildings. **The County** shall be named as **an additional**

insured on all SALL liability policies, that are associated with this Lease.

ARTICLE 7 DAMAGE AND DESTRUCTION

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

The County shall immediately give notice to **the SALL** 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 the **County**, subject to this Section. **The SALL** shall not be required to repair or replace **the County'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 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, then **the SALL**, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this **Lease** by written notice to **the County** within ninety (90) days after the Occurrence. In the event **SALL** fails to notify **the County** within 30 days after the Occurrence of the **SALL** election to either repair all damages required to be repaired by **SALL** or to terminate this **Lease**, or in the event that the **SALL** repairs take more than 120 days from the date of notification to complete, the **County**, at its option, may unilaterally terminate this **Lease**.

Section 7.02: SALL'S WORK.

Upon an Occurrence, **the SALL** 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 **the County**.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.01: THE COUNTY'S DEFAULT.

If **the County** fails to:

- (i) Make improvements required by this Lease of Joint Use Agreement hereunder within 30 days after **the SALL** notifies **the County** that such sum is past due;

- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from **the SALL**;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from **the SALL** requesting **the County** to remedy **the County'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 **the County's** obligations hereunder and shall not have cured the default to the satisfaction of the **SALL** within fifteen (15) days following receipt of written notice from the **SALL**; then, the **County** shall be in default. Upon such default, the **SALL** may terminate this **Lease** and re-enter and resume possession of the Premises. Upon such termination, the **County** shall be responsible for the reasonable expenses incurred by termination occasioned by **County's** default.

Section 8.02: SALL'S DEFAULT.

If **the SALL** fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from **the County** requesting **SALL** to remedy **SALL'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 **SALL's** obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from **the County**; then, **the SALL** shall be in default.

Upon such default, the **County** may terminate this **Lease**, the **SALL** shall be responsible for all reasonable expenses, including temporary storage, incurred by **SALL**. Upon tender of all such payments, all obligations of **the SALL** to **the County** under this **Lease** shall cease.

ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL

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

The County 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 **the County**, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of **the County** 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 **the SALL**.

(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 RIGHT OF FIRST REFUSAL

Section 11.01: RIGHT OF FIRST REFUSAL.

The term "Right of First Refusal" shall mean the exclusive right to purchase the Real Property, before all others, at the same price and on the same terms (except as otherwise provided herein) at which the Landlord, in good faith, intends to accept from a bona fide (made in good faith without fraud or deceit) purchaser. The Landlord hereby conveys to Tenant a Right of First Refusal as so described in partial return for the consideration of the payments stated herein. This Right of First Refusal shall remain in effect during the entire effective period of this lease, during which time the Landlord cannot (a) accept an offer to purchase the Real Property except if in writing; (b) accept an offer to purchase the Real Property if the deposit(s) on or the purchase price of the Real Property is payable in other than federal currency of the United States of America; or (c) accept an offer to purchase the Real Property except subject to this Right of First Refusal.

If Landlord receives an offer to purchase the Real Property which Landlord intends to accept, Landlord shall give Tenant notice thereof to which there shall be attached a photographic copy of the offer. Tenant shall have thirty (30) days after the giving of such notice to give Landlord written notice of its exercise of Tenant's Right of First Refusal. If Tenant exercises its Right of First Refusal, then all times allowed for performance as set forth in the offer to purchase shall date from the giving of Tenant's notice of exercise of Tenant's Right of First Refusal. Closing for the sale of the Real Property shall be ninety (90) days following date of Tenant's exercise of its Right of First Refusal. If Tenant does not exercise Tenant's Right of First Refusal, then Landlord may sell the Real Property to the purchaser so named in such offer to purchase. Notwithstanding, if such sale is not consummated by Landlord with such purchaser within ninety (90) days following the time granted for Tenant to exercise Tenant's Right of First Refusal, then Tenant shall again have the Right of First Refusal before Landlord may sell to such purchaser or accept an offer from another bona fide purchaser.

ARTICLE 12 MISCELLANEOUS

Section 12.01: 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 12.02 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 12.03 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:

ST. AUGUSTINE LITTLE LEAGUE, INC.

Tony C. Clark
Print Witness Name: Tony C. Clark

Micah Clark Jr
Print Witness Name: Micah Clark Jr

BY: L. Martin
Print Name: L. MARTIN
Title: SALL PRESIDENT

EXHIBIT "A" TO LEASE

Lots 2 and 3, R. Page Subdivision of Government Lot 3, Section 24, Township 7 South, Range 29 East, as recorded in Map Book 1, page 119 of the public records of St. Johns County, Florida, excepting that portion of Lot 2 as recorded in Official Recorded Book 877, page 1664 (Parcel A), public records of St. Johns County, Florida.

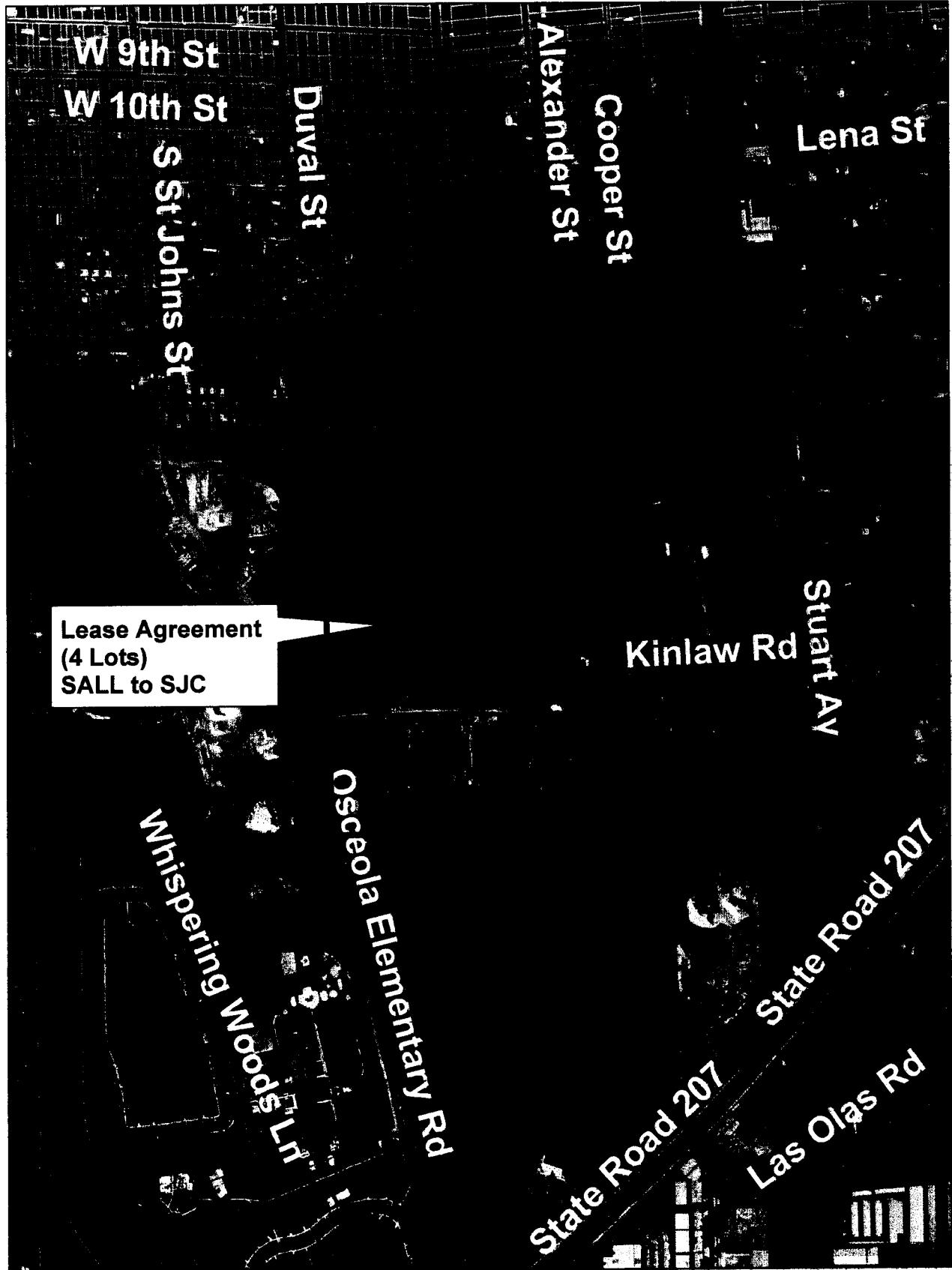
Lot 4 of the R Page Subdivision of Government Lot 3 as recorded in Map Book 1, Page 119 of the Public Records of St. Johns County, also described as the North 330' of the S 660' of Government Lot 3, Section 24, Township 7, Range 29, St. Johns County, Florida.

Lot 5 of the R Page Subdivision of Government Lot 3 as recorded in Map Book 1, Page 119 of the Public Records of St. Johns County, also described as the South 330' of the S 660' of Government Lot 3, Section 24, Township 7, Range 29, St. Johns County, Florida.

TOGETHER WITH Easements for ingress and egress as recorded in Official Records Book 466, Page 788 and Official Records Book 466, Page 791, both of the public records of St. Johns County, Florida.

SUBJECT TO mineral and petroleum rights as reserved unto the State of Florida by deed from State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida as recorded in the Official Records Deed Book 196, Page 27 of the public records of St. Johns County, Florida.

LEASE PROPOERTY SALL TO SJC



Lease Agreement
(4 Lots)
SALL to SJC

Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION