

RESOLUTION NO. 2006- 237

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 FOR SPACE NEEDED FOR ST. JOHNS COUNTY UTILITY DEPARTMENT STAFF IN PONTE VEDRA PARKE CONDOMINIUM.

RECITALS

WHEREAS, Robert H. Hahnemann as landlord, has executed a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for office space needed for the Utility Department in Ponte Vedra; and

WHEREAS, the lease is for a period of (60) months beginning after receipt of the Certificate of Occupancy for the property located at 111-A Solano Road, Ponte Vedra Beach, Florida; and

WHEREAS, this property consists of 1,490 square feet of office space and will be occupied by St. Johns County Utility Department staff; and

WHEREAS, the interior of this property space will be completed by the Landlord to meet County Specifications and is giving a build out allowance to the County in the amount of \$29,800.00 which has been credited towards the improvement cost. The cost of this build out for improvements is in the amount of \$84,400.00 with a credit of \$29,800.00 leaving a balance of \$54,600.00 to be paid to the Landlord by the County for the needed improvements to this site; and

WHEREAS, the build out cost to the County does not include signage, or MIS Network wiring, for the needed improvements the requested funding for this project is in the amount of \$65,000.00 in addition to the monthly rental fee; and

WHEREAS, the monthly rental fee in this lease is in the amount of **\$2,855.83** a month plus a CAM Maintenance fee of **\$527.71** with a monthly total being in the amount of **\$3,383.54**; and

WHEREAS, the current Lease is in the amount of **\$6,534.29** per month for an office site that is larger than their needs, by this move the monthly savings per month will be in the amount of **\$3,150.75**; and

WHEREAS, this office site is located within the expanded utility area of Ponte Vedra Beach that St. John County is now servicing; and

WHEREAS, it is in the best interest of the County to accept this Lease Agreement to provide the needed space for County staff.

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 11th day of July, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk

By: Fabrizio De Grande
Deputy Clerk

RENDITION DATE 7-13-06



Exhibit A
To Resolution

LEASE

THIS LEASE, made and executed by and between **ROBERT H. HAHNEMANN**, whose mailing address is 509 Anastasia Boulevard St. Augustine, Florida 32080 ("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:

Robert H. Hahnemann
509 Anastasia Boulevard
St. Augustine, Florida 32080
Mailing Address
509 Anastasia Boulevard
St. Augustine, Florida 32080

(C) NAME OF TENANT and ADDRESS OF TENANT:

St. Johns County, Florida
Utility Department
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 **111-A Solano Road, Ponte Vedra Beach, Florida 32082**, also known as **Ponte Vedra Parke Condominium**. Said Premises contain approximately 1,490 square feet.

Section 1.04: THE OTHER AREAS.

The Other Area shall consist of the parking spaces located on site which will be used by County employees and customers during business hours.

Section 1.05: COMMENCEMENT DATE.

The Lease Term begins on the _____ day of _____, 2006, or a date agreed to by Tenant and Landlord after receipt of the Certificate of Occupancy on 111-A Solano Road, Ponte Vedra Beach, Florida 32080.

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be for a period of five (5) years beginning on the Commencement Date and expiring sixty (60) months from date of commencement of this lease. At the end of the (60th) month at the option of the Landlord and Tenant if mutually agreed may extend this Lease.

Section 1.07: CONDITION OF PREMISES.

The Tenant will take possession of the Premises upon completion of the build out and receipt of the Certificate of Occupancy. The build out of subject unit will be constructed by the Landlord, or his designated agent. 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.

Section 1.08: RENT.

Rent for the Lease Term shall be two thousand eight hundred fifty five dollars and 83/100 (**\$2,855.83**) a month plus **\$527.71** CAM Maintenance fee with a monthly total being (**\$3,383.54**) payable in equal monthly installments, in advance, without notice or demand. A (10) day grace period shall apply to this lease with a late fee of (1%) per month as per Florida Statute 218.74. Said Unit A includes a square footage price of \$23.00 per square foot based on 1,490 sq. ft., CAM Maintenance fee is based at \$4.25 per sq. ft based on 1,490 sq. ft., this amount may decrease but will not exceed the \$4.25 per sq. ft. for the first year. The Lease payments will be mailed to Landlord's address or such other address as Landlord shall specify. **Any annual rate increase in the Lease or the CAM Maintenance fee shall be based on the Consumer Price Index.** The Consumer Price Index base is published by the US Government Bureau of Labor Statistics, Average Price Data, and all Urban Consumers. The applicable reference base is the consumer price index published by the US Government Bureau of Labor Statistics, Average Price Data, and All Urban Consumers. The applicable reference base is the consumer price index published 12 months prior to the renewal date under consideration, at tenant's option. See also Article 3 hereof.

Section 1.09: COUNTY SPECIFICATION

Landlord hereby agrees to complete the interior structure of said Unit A, to comply with County Specification for a final Certificate of Occupancy of said Unit A. See attachment titled Specification of Improvements and Scope of Work, attached hereto and made a part hereof as Exhibit "A".

Section 1.10: TIME LINE

Landlord hereby agrees to have said Unit A completed and ready for occupancy by the County Utility Department within 90 days after issuance of the building permit on subject location. This 90 day time line does not include an additional 15 days that may be needed as "Bad Weather Day's". "Written Notice" of the need for "Bad Weather" days will be given to the Tenant by the Landlord in writing within (3) days of the occurrence of the bad weather. This additional time line shall not exceed 15 days.

Section 1.11: 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.

**ARTICLE 2
PAYMENT SCHEDULED TO LANDLORD**

Section 2.01 PAYMENT SCHEDULE FOR IMPROVEMENTS

The County will be paying the Landlord a fee in the amount of **(\$54,600.00)** fifty four thousand six hundred dollars and no/100, for the preparation and completion of said space to meet County Specification. This fee shall be paid as follows, **(\$10,000.00)** ten thousand dollars and no/100, upon approval of rough inspection, **(\$10,000.00)** ten thousand dollars and no/100, upon approval of the drywall inspection, and balance in the amount of **(\$34,600.00)** thirty four thousand six hundred dollars and no/100, together with any overages or credits that may apply. This request of final payment is to be made within 20 days from date of Certificate of Occupancy. Final payment is subject to walk through, being signed off by St. Johns County Utility Department, or it's designated agent. These payment draws shall be payable to the Landlord, in agreement with the County to bring this Unit A, up to County Specifications, for the occupancy of St. Johns County Utility Department for the Ponte Vedra Beach, Florida utility service area.

**ARTICLE 3
BUILDOUT**

Section 3.01: Buildout The total build out cost is \$84,400.00. The Landlord is giving a build out allowance to the Tenant in the amount of \$29,800.00, which has been credited to the Improvement Cost. The County as Tenant will incur the expense of the balance of the build out of Unit A, which shall include the construction of portion walls, electrical outlets, computer wiring, telephone wiring, ceilings, central heating and air conditioning system, and bathroom fixtures.

ARTICLE 4
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 4.01: 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 4.02: 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 4.03: 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 5
TENANT'S OBLIGATION TO PAY RENT

Section 5.01: 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 5.02: COVENANT TO BUDGET.

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

ARTICLE 6
UTILITIES

Section 6.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all electrical, telephone, water and sewer utilities used or consumed in the Premises; provided, that the Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises, These utility cost are not included in the lease amount.

ARTICLE 7
MAINTENANCE. OPERATION AND REPAIR

Section 7.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, and 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, any exterior lighting of the building, which is included in the monthly maintenance fee.

Section 7.02: 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 7.03: SIGNS AWNINGS AND CANOPIES.

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

Section 7.04: 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 7.05: 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 8 INSURANCE

Section 8.01: 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.

Section 8.02: 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. It is hereby acknowledged by all parties that St. Johns County will not carry any type of liability during the period of construction and completion of subject property, St. Johns County will be "**Held Harmless**" by the Landlord during the time of construction and completion of said Unit A.

ARTICLE 9 DAMAGE AND DESTRUCTION

Section 9.01: 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 9.02: 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 10
DEFAULT AND REMEDIES**

Section 10.01: 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 10.02: 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 11
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 11.01: 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 12
HAZARDOUS SUBSTANCES**

Section 12.01: 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 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.

**ARTICLE 14
BUILDOUT**

Section 14.01:Buildout The Landlord is giving a build out allowance to the Tenant in the amount of \$29,800.00. The County as Tenant will incur the expense of the balance of the build out of Unit A, which shall include the construction of portion walls, electrical outlets, computer wiring, telephone wiring, ceilings, central heating and air conditioning system, and bathroom fixtures.

**ARTICLE 15
DECLARATION OF CONDOMINIUM
FOR PONTE VEDRA PARKE**

Section 15.01 Declaration of Condominium It is hereby expressly noted that St. Johns County shall be exempt from the Condominium Association membership. The referenced common areas shall not be deemed County property except to the extent that the public has a reasonable right to use such access and park for use of St. Johns County Utility Department. It is also expressly understood that St. Johns County will not be billed or assessed monthly Association dues. The CAM Maintenance fee as stated in Section 1.08 shall only apply as being an additional part of the lease payment. No special assessment shall be assessed to St. Johns County by Landlord or the Condominium Association. It is hereby expressly noted that St. Johns County is not a part of this Condominium Association.

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:
ROBERT H. HAHEMANN

BY: _____
Owner Robert H. Hahemann

Roberta J. Halyburton
Print Witness Name: _____
Roberta J. Halyburton
Linda Paulaitis
Print Witness Name: _____
Linda Paulaitis



Existing Utility Office

Proposed Utility Office

St. Johns County Utility Department
Ponte Vedra Utility System

Solana Rd

Ponte Vedra Blvd

Corona Rd

A1A

N Roscoe Blvd

Palm Valley Rd



St. Johns County
Real Estate Division
(904) 209-0794
June 29, 2006

Proposed St. Johns County Utility Office Ponte Vedra Beach



DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.

