

RESOLUTION NO. 2006- 262

**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 MATTHEW L. ORTAGUS TO ST. JOHNS COUNTY FOR SPACE NEEDED FOR THE SHERIFF'S DEPARTMENT FOR PARKING AND STORAGE OF VEHICLES AND EQUIPMENT DURING THE RENOVATIONS TO THE COUNTY JAIL.**

**RECITALS**

**WHEREAS**, the Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, is between St. Johns County and Matthew L. Ortagus to lease approximately 1.2 acres as shown on attached map; and

**WHEREAS**, the property is needed for the St. Johns County Sheriff's Office for parking and storage of vehicles and equipment during the renovations to the County Jail; and

**WHEREAS**, the lease will be on a month to month basis and the tenant will give a 30 day notice upon vacating the premises with a lease amount of \$2,500 per month; and

**WHEREAS**, the Lease Agreement and the possible future acquisition of this parcel shall not set a precedent in negotiations of a purchase price. If the County was to acquire the entire site the Lease would terminate.

**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 8<sup>th</sup> day of August, 2006.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chair

RENDITION DATE 8/8/2006

ATTEST: Cheryl Strickland, Clerk

By: Rolene S. Black  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

LEASE

**THIS LEASE**, made and executed by and between **MATTHEW L. ORTAGUS**, whose mailing address is P.O. Box 1360, St. Augustine, Florida 32085-1360 ("Landlord" or "**Ortagus**"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Tenant" or "**County**").

**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:

**Matthew L. Ortagus  
3950 Lewis Speedway  
P.O. Box 1360  
St. Augustine, Florida 32085-1360**

(C) NAME OF TENANT and ADDRESS OF TENANT:

**St. Johns County, Florida  
C/O Real Estate Division  
4020 Lewis Speedway  
St. Augustine, Florida 32084**

(D) INTENDED BENEFICIARY:

It is expressly noted and acknowledged by both the Landlord and Tenant that the Tenant is entering into this Lease on behalf of the St. Johns County Sheriff Office ("SJCSO"). As such, it is expressly noted and acknowledged by both the Landlord and Tenant, that the SJCSO is an intended beneficiary to this Lease.

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for governmental purposes including, but not limited to, constitutional officers and staff, and administrative staff entering or exiting this storage and parking area for the use and storage of SJCSO vehicles and equipment. This site shall be used primarily for parking and storage of Sheriff vehicles and equipment, during the renovations to the County Jail.

Section 1.03: THE PREMISES.

The Premises shall consist of the property located at 3950 Lewis Speedway, St. Augustine, Florida 32084, more specifically identified in attached and incorporated Exhibit "A", which delineates and/or defines the area of leased premises which contains approximately 1.2 acres. This Lease is to be specifically called a "Land Lease" as this site does not contain any structures within the delineated area.

Section 1.04: IMPROVEMENTS

It is hereby expressly agreed by both the Landlord and Tenant that SJCSO as beneficiary will install at a minimum a 6' wood privacy fence around the north and east sides of the delineated area. The SJCSO may also provide addition security fencing as deemed necessary to secure the area. The installed fencing will remain with the Property; therefore, in the event that the County does not acquire the site, the installed fence will become property of Ortagus. The Tenant will also maintain a stabilized parking surface within the Leased space at the Tenant's expense. Final parking and storage area will be field staked and reviewed with Matthew L. Ortagus before the SJCSO makes the listed improvements.

Section 1.05: COMMENCEMENT DATE.

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

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be based on a Month-to-Month basis with Tenant giving Landlord a 30-day notice to vacate said premises. However, in no event shall this Lease term exceed beyond 11:59 pm on March 1, 2010.

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 expense, or the expense of the SJCSO.

Section 1.08: RENT

Rent for the Lease Term shall be two thousand five hundred dollars and 00/100 (\$2,500.00) per month payable in equal monthly installments.

Section 1.09: 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 to Tenant, and Tenant hereby rents from Landlord the 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 and SJCSO, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, 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.

No utilities are to be supplied to Tenant.

**ARTICLE 5  
MAINTENANCE OPERATION AND REPAIR**

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep, the premises, less the leasehold area, and access area 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, or SJCSO;
- (b) the installation of Tenant's/SJCSO's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's/SJCSO'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 or SJCSO, its employees, agents, contractors, subtenants, invitees, licensees or customers.

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 leased Premises (~1.2 acres as shown in Exhibit "A"), 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: 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, and SJCSO shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty excepted, and shall surrender all keys, if any, 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.

SJCSO as Tenant will maintain adequate liability insurance for the Premises and the Landlord shall be named as additional insured on the SJCSO liability policy. Landlord is not responsible for any damages, including acts of God, to SJCSO property or personnel.

**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.

**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 **the** 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 assign or sublet the Premises.

**ARTICLE 10  
HAZARDOUS SUBSTANCES**

Section 10.01: HAZARDOUS SUBSTANCES.

- (a) Neither Tenant 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.

## **ARTICLE 12 PROPERTY TAXES AND SALES TAX**

Section 12.01: PROPERTY TAX AND SALES TAX Tenant is tax exempt and shall pay no Property Taxes or Sales Taxes.

## **ARTICLE 13 LAND VALUE AND POTENTIAL ACQUISITION**

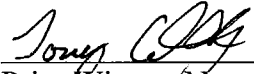
Section 13.01: LAND VALUE AND POTENTIAL ACQUISITION Both Parties recognize and acknowledge that St. Johns County is considering acquiring the entirety of Parcel 081970-0000 from Mathew L. Ortagus. This Lease shall not set a precedent in future negotiation of a purchase price or any determination of value between Tenant and Landlord. When and if St. Johns County were to acquire the entire site, the Lease would terminate and final Lease payment prorated based on the closing date.

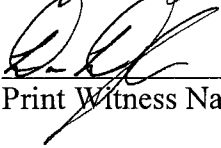
IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

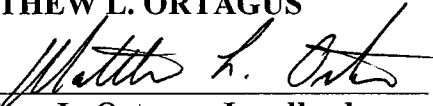
\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_

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

**Tenant:**  
**ST. JOHNS COUNTY**, a Political  
Subdivision of the State of Florida  
  
By: \_\_\_\_\_  
**Ben W. Adams, County Administrator**

  
Print Witness Name: Tony Cabbage

  
Print Witness Name: Damon Douglas

**Landlord:**  
**MATTHEW L. ORTAGUS**  
  
BY:   
**Matthew L. Ortagus, Landlord**



# Exhibit A to Lease



Lease Area ~ 1.2 Acres

Access Area

Lewis Speedway



St. Johns County  
Real Estate Division  
(904) 209-0792  
Date: 6/27/06

## Ortagus Lease Area

0 25 50 100 150 200 Feet

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

