

RESOLUTION NO. 2006- 309

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS  
ACCEPTING THE TERMS OF A LEASE AGREEMENT BETWEEN  
ST. JOHNS COUNTY AND THE GARDEN CLUB OF ST. AUGUSTINE,  
INC., A FLORIDA NOT FOR PROFIT CORPORATION, AND  
AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE  
THE LEASE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the Garden Club of St. Augustine, Inc., a Florida not for profit corporation has presented to the County a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for a long term lease of County property located on Old Moultrie Road. The County has retained the right to use the building up to five times a year, if needed, upon prior notification to the Tenant; and

**WHEREAS**, Chapter 95-524 of the Laws of Florida states that the Board of County Commissioners is hereby authorized, without the necessity of publication of public notice, to lease spaces in buildings owned by St. Johns County when not required for County purposes, to such tenants and for such rentals as said Board in its discretion considers to be in the best public interest; and

**WHEREAS**, the property was donated to St. Johns County in 1987 and is limited to use for a Courthouse Annex, meetings or recreational uses. The building on Old Moultrie Road has remained vacant for several years; and

**WHEREAS**, the Garden Club intends to stucco the concrete block building, landscape with plants that do not require irrigation, possibly add a porch and provide parking for the club members. A sign will be placed on the property stating "right turn only" for traffic safety.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.
2. The Board of County Commissioners accepts the terms of the Lease Agreement and authorizes the County Administrator to execute the Lease Agreement.
3. The Clerk of Court is instructed to file the Lease Agreement in the Public Records of St. Johns County, Florida.

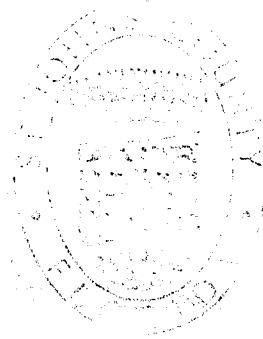
PASSED AND ADOPTED this 19<sup>th</sup> day of September, 2006.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

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

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk



**LEASE**

**THIS LEASE**, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Landlord") and **GARDEN CLUB OF ST. AUGUSTINE, INC.**, a Florida not for profit corporation, whose address is P.O. Box 860291, St. Augustine, Florida 32086 ("Tenant").

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

(A) DATE OF LEASE: \_\_\_\_\_, 2006

(B) NAME and ADDRESS OF LANDLORD:  
St. Johns County, Florida  
c/o Real Estate Division  
4020 Lewis Speedway  
St. Augustine, Florida 32084

(C) NAME and ADDRESS OF TENANT:  
Garden Club of St. Augustine, Inc.  
P.O. Box 860291  
St. Augustine, Florida 32086

Section 1.02: PERMITTED USE.

The Premises leased hereby shall be used solely and exclusively for club meetings and community programs.

Section 1.03: THE PREMISES.

The Premises shall consist of approximately 2.7 acres of land, more particularly described in Exhibit "A", attached hereto and incorporated. The Premises currently contain one structure owned by Landlord.

Section 1.04: COMMENCEMENT DATE.

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

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for thirty years with an additional term of thirty-years upon Agreement by Tenant and Landlord. The initial Lease Term is from the Commencement Date and expires on \_\_\_\_\_, 2036. The thirty-year renewal term shall be under the same terms, conditions, provisions, and responsibilities noted in this Lease, unless both Landlord and Tenant agree to revise one or more terms of this Lease.

Section 1.06: CONDITION OF PREMISES.

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

Section 1.07: RENT.

The rent for the leasehold term shall be (\$1.00) one dollar, receipt of which is hereby acknowledged.

Section 1.08: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the property in fee simple ownership 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 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 throughout the Lease Term without interference by Landlord, however, the Landlord shall retain the right to use the Premises up to five times per year upon prior notification to the Tenant..

**ARTICLE 3  
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, 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 Tenant described in the following provisions of this Article 3 and solely and only in the manner and to the extent described in this Article 3 and permitted by law.

**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.

**ARTICLE 5**

Section 5.01: 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 5.02: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises plus all keys to any buildings that may occupy the premises and Tenant must remove all its personal property.

**ARTICLE 6  
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and will maintain, at its expense, comprehensive or commercial general liability insurance for the Premises. The Landlord shall be named as an additional insured on the Tenant's liability policy.

**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 Tenant improvements if damaged by fire, explosion, wind, water or other casualty ("Occurrence"). In the event that the Tenant improvements are rendered unusable due to such Occurrences, Tenant will have the option to replace or repair the improvements or terminate the Lease. If Lease termination is due to such Occurrence, the Lease amount for that year shall be prorated.

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 Premises 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 yearly 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, except as a result of a non-appropriation as set forth in Article 3 hereof;
- (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 Landlord within fifteen (15) days following receipt of written notice from Landlord; then, Tenant shall be in default. Upon such default, Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default. 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 and 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 Tenant, 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**  
**AUTHORIZATION FOR COMMUNITY PROGRAMS**

Section 9.01: ALLOWANCE FOR GARDEN CLUB COMMUNITY PROGRAMS

It is expressly noted that Tenant may operate the Premises in a manner that is not inconsistent with the terms of this Lease, and which specifically allows for the operation of garden club community programs.

**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 this Lease.

Section 11.04 GOVENING LAW VENUE.

This Lease shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action, arising under this lease shall be in St. Johns County, Florida.

Section 11.05 ACCESS TO PUBLIC RECORDS.

The access to, disclosure of, non-disclosure of, or exemption of records, data, documents, and materials associated with this Lease shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes, or its successor).

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

Olivia L. Butler  
Print Witness Name: Olivia L. Butler

**Tenant:**  
**GARDEN CLUB OF ST. AUGUSTINE, INC.**  
a Florida not for profit corporation

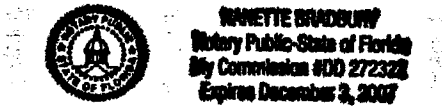
Nanette Bradbury  
Print Witness Name: Nanette Bradbury

By: Esther S. Whetstone  
Its: President

**STATE OF FLORIDA**  
**COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this August 28, 2006, by Esther S. Whetstone, president, Garden Club of St. Augustine, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

Nanette Bradbury  
Notary



**Landlord:**  
**ST. JOHNS COUNTY, FLORIDA,**  
a political subdivision of the State of Florida

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

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

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

**STATE OF FLORIDA**  
**COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2006, by Ben W. Adams, Jr., County Administrator of St. Johns County, Florida, who is personally known to me.

\_\_\_\_\_  
Notary



**EXHIBIT "A" to Lease**

Beginning at the Southwest corner of Government Lot 7 Section 6 Township 8 South Range 29 East, St. Johns County, Florida; thence north along the west line of said Lot 7, 220 feet to starting point and southwest corner of this conveyance; continue north along west line of said Lot 7, 220 feet to the northwest corner; thence east 626 feet to the northeast corner; thence south 220 feet to the southeast corner; thence west 626 feet, to the southwest corner and starting point.

Excepting therefrom a strip of land on the west for right-of-way of Old Moultrie Road.