

RESOLUTION NO. 2007- 273

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE ESTOPPEL CERTIFICATE AND CONSENT TO ASSIGN THE LEASE TO LEWIS POINT PLAZA, L.L.C., AS THE NEW LANDLORD.

RECITAL

WHEREAS, the County entered into a Lease Agreement with New Craft, Inc., for rental space needed for the St. Johns County Sheriff Office, for off site Video Visitation as passed in Resolution No. 2006-369, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the landlord, New Craft, Inc., will sell their property located at 2461 and 2463 U.S. I South, St. Augustine, Florida to Lewis Point Plaza, L.L.C. on September 22, 2007. When the landlord executes this Estoppel Certificate, hereby attached as Exhibit "B", and the Consent to Assign, hereby attached as Exhibit "C", incorporated by reference and made a part hereof, the Consent to Assign will authorize the landlord to assign their Leasehold interest in the property to Lewis Point Plaza, L.L.C. as the new owner; and

WHEREAS, all other provisions of the lease shall remain in full force.

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 terms and authorizes the County Administrator to execute the Estoppel Certificate and Consent to Assign.

Section 3. All other provisions of the original Lease Agreement shall remain in full force.

Section 4. The Clerk of Court is instructed to file the original Estoppel Certificate of Lease Agreement and the Consent to Assign in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22nd day of October, 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halter
Deputy Clerk

RENDITION DATE 10/4/07

EXHIBIT "A" TO RESOLUTION

RESOLUTION NO. 2006-369

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT FOR OFFICE SPACE NEEDED FOR THE ST. JOHNS COUNTY SHERIFF'S OFFICE OFF SITE VIDEO VISITATION.

RECITALS

WHEREAS, the St. Johns County Sheriff's Office has requested St. Johns County to locate a temporary off site location for Video Visitation for inmates while the County Jail is under renovations. St. Johns County will enter into a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the St. Johns County Sheriff's Office has requested funds from the County to lease a space for a term of three years and the space contains approximately 3,030 square feet of office space, which is located in Lewis Point Plaza on US1 South; and

WHEREAS, the annual lease amount is **Fifty Five Thousand one hundred twenty two dollars and 00/100 (\$55,122.00)** the Sheriff has requested from the County to fund this Lease which will be payable monthly in the amount of Three Thousand seven hundred eighty seven dollars and 50/100 (**\$3,787.50**) for the Lease and eight hundred six dollars and 00/100 (**\$806.00**) for the CAM Maintenance fee which also includes trash removal, with a total monthly fee in the amount of four thousand five hundred ninety three dollars and 50/100 (**\$4,593.50**). **Any increase in the Lease and CAM fee is tied to the Consumer Price Index.**

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 in the form 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 31 day of October, 2006.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 11-16-06

EXHIBIT "B" TO RESOLUTION

TENANT ESTOPPEL CERTIFICATE

Lender: Sun Life Assurance Company of Canada
together with its subsidiaries and affiliates
c/o Sun Life Assurance Company of Canada
One Sun Life Executive Park
Wellesley Hills, Massachusetts 02481
Attention: Mortgage Investments Group

Loan No: _____

Landlord: New Craft, Inc.

Tenant: St. Johns County

Tenant's Notice Address:

St. Johns County, Florida
St. Johns County Sheriff's Office
C/O Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Purchaser: Lewis Point Plaza, L. L. C., a Florida limited liability company

Lease: a certain Lease dated October 16th, 2006 between New Craft, Inc. as the landlord and St. Johns County as the tenant, respecting the premises located at 2461-63 S U.S. Highway 1, St. Augustine, FL (the "Premises").

Term Commencement Date: December 1st, 2006

Term Expiration Date: November 30th, 2009

Base Rental Rate: \$ 3,787.50 per month.

Last Payment Date: _____

Security Deposit: \$ 4,500

Understanding that (i) the Purchaser is relying on the information herein contained in connection with the purchase of the property of which the Premises constitutes a portion thereof from the Landlord, together with assignment of the Lease, and (ii) Lender will rely on the information herein contained in connection with a loan to be made by Lender to Purchaser (the "Loan"), Tenant hereby certifies and agrees with Lender as follows :

1. The following information is true, correct and complete:

A. *Lease.* The copy of the Lease attached hereto is a true and correct copy (including all riders, exhibits and amendments thereto). Except as set forth

therein, the Lease has not been modified, altered or amended and there are no oral or other written agreements or understandings between Landlord and Tenant relating to the Premises. The Lease was duly authorized and properly executed and is valid, binding and enforceable against Tenant.

- B. *No Defaults.* There exist no uncured defaults by Landlord under the Lease, nor state of facts which with notice, the passage of time, or both, could ripen into a default. Tenant has received no notice of any default by Tenant under the Lease which has not been cured.
 - C. *Rent.* Tenant is presently obligated to pay rent under the Lease without present right of defense or offset, at the Base Rental Rate. Rent is paid through and including the Last Payment Date. No rent has been paid more than 30 days in advance and, by the execution hereof, Tenant agrees that Tenant shall not pay rent more than 30 days in advance. Further, Tenant has no claim against Landlord for any deposits or other sums except Security Deposits, if any, given by Tenant to Landlord.
 - D. *Term and Possession.* The term commenced on the Term Commencement Date and Tenant has accepted possession and occupies the Premises. The Lease has not been assigned by Tenant, and no sublease, or other agreement covering the Premises has been entered into by Tenant. All the improvements contemplated by the Lease have been entirely completed as required therein.
 - E. *Rights to Purchase.* Tenant has no right of first refusal, option or other right to purchase the property or any part thereof, including, without limitation, the Premises.
 - F. *No Other Assignment.* To the best of Tenant's knowledge, there has not been any assignment, hypothecation or pledge of Landlord's interest in the Lease or rents accruing under the Lease, other than to Lender.
 - G. *Notice Address.* The address for notices to be sent to Tenant is Tenant's Notice Address.
2. *Acceptance of Lender as Landlord.* If Lender or any designee of Lender acquires the Premises pursuant to the exercise by Lender of Lender's legal remedies under the Loan, Tenant agrees that, at Lender's option, Tenant shall accept Lender or such designee as Landlord under the Lease and the Lease shall continue in full as a direct lease between Tenant and Lender or such designee.
 3. *No Liability of Lender.* Neither Lender nor any other person or entity Tenant accepts as Landlord pursuant to paragraph 2 shall be liable for any act or omission of any prior landlord, or subject to any offsets, claims or defenses which Tenant might have against any prior landlord, or bound by any rent paid by Tenant to any prior landlord more than 30 days in advance.
 4. *Payment of Rent to Lender.* Tenant understands that the Lease shall be assigned to Lender and agrees that if Lender so requests pursuant to such assignment, Tenant shall pay all rents and other charges due and payable under the Lease as directed by Lender.

5. *Successors and Assigns.* The foregoing provisions of this instrument shall be binding upon the heirs, legal representatives, successors and assigns of Tenant and shall inure to the benefit of the successors and assigns of Lender.

TENANT:

By: _____

Name: _____

Title: _____

LANDLORD:
New Craft, Inc.

By: _____
Elias Zouein, President

Lewis Point LLC.

7880 Gate Parkway
Suite 300
Jacksonville, Florida 32256
(904) 992-9000

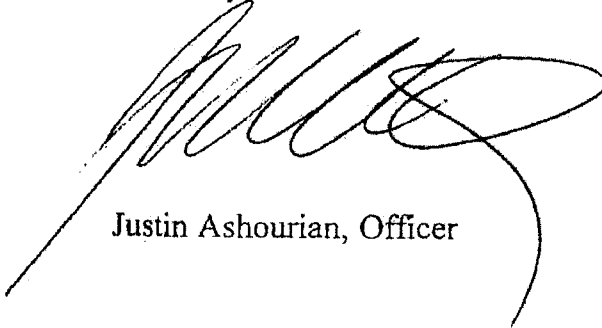
August 28, 2007

Re: Lewis Point Plaza

To Whom It May Concern:

In the event that legal notice is made to Tenant of Landlord default on Mortgage concerning the property referenced above, this letter shall serve as Landlord consent for all current tenants of Lewis Point Plaza to remit directly to lender any and all rent payments, CAM charges, and/or other monies that would otherwise be due to Landlord provided for by the Lease.

Sincerely,



Justin Ashourian, Officer

EXHIBIT "C" TO RESOLUTION

CONSENT TO ASSIGN

This Consent to Assign (this "Consent") is made and effective this ____ day of _____, 2007 by and between New Craft, Inc. , as (Landlord) and St. Johns County , a Political Subdivision of the State of Florida, as (Tenant).

RECITALS

Whereas, New Craft, Inc. and St. Johns County are parties to that certain leasehold interest located at 2461 and 2463 U.S. 1 South, St. Augustine, Florida 32086.

Whereas, New Craft, Inc. will sell their interest in this property to Lewis Point, LLC. and will be assigning their Leasehold interest in this Lease to Lewis Point, LLC.

Whereas, all other provision in Lease shall remain the same.

NOW THEREFORE, the parties hereto, mutually agree to the assignment of this Lease to Lewis Point, LLC., as Landlord.

1. This Consent shall be governed by the laws of the State of Florida.
2. Each person signing this Consent acknowledges Exhibit "A" attached hereto and made a part hereof as Lease and that no other provision shall change within the Lease other than the Landlords ownership and assignment of Leasehold interest to new owner Lewis Point, LLC.

IN WITNESS WHEREOF, the parties have caused this Consent to be executed and effective on the day of closing, which is _____, 2007.

Tenant

ST. JOHNS COUNTY, FLORIDA

a Political Subdivision in the State of Florida

By: _____

Michael D. Wanchick, County Administrator

Landlord

New Craft, Inc.

By: _____

Elias Zouein, President

Lewis Point LLC.

7880 Gate Parkway
Suite 300
Jacksonville, Florida 32256
(904) 992-9000

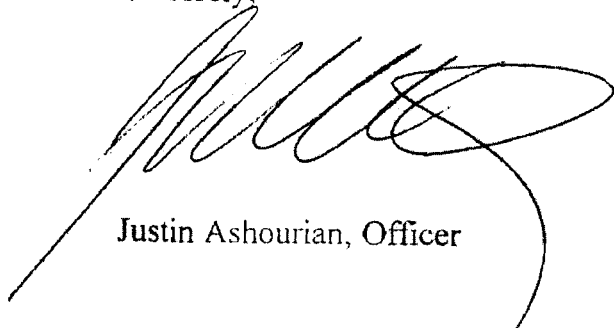
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Sincerely,



Justin Ashourian, Officer

Sheriff

DAVID B SHOAR

OFFICE
904/824-8304



ST JOHNS COUNTY SHERIFF'S OFFICE

4015 LEWIS SPEEDWAY, SAINT AUGUSTINE, FLORIDA 32084
904/810-6779 (FAX) • 904/829-6495 (TDD) • WWW.SJSO.ORG

07, September, 2007

Ms. Linda White
SJC Commissioners
Real Estate Department.

Ref: New Craft Inc.
13609 Emerald Cove Ct.
Jacksonville, Fl 32225

12/01/06 - Monthly Rental Fee and Cam Fee - Rental Fee: \$3,783.50
Cam Fee: 805.47

Security Deposit: \$4,500.00

01/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

02/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

03/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

04/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

05/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

06/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

07/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

08/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

09/01/07 - Rental Fee: \$3,787.50
Cam Fee: \$ 805.47

