

RESOLUTION NO. 2008 269

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE COUNTY BETWEEN THE EDDY COMPANY AND ST. JOHNS COUNTY TOURIST AND DEVELOPMENT COUNCIL FOR RENTAL SPACE.

RECITALS

WHEREAS, the Lease Agreement for rental space between The Eddy Company and St. Johns County on behalf St. Johns County Tourist Development Council is attached hereto as Exhibit "A, incorporated by reference and made a part hereof; and

WHEREAS, the lease is based on a Month to Month basis. The base monthly lease amount is \$2,997.00 per month plus an additional monthly utility fee of \$150.00 and a trash and garbage fee of \$53.00 per month the total monthly rental payment is \$3,200.00 payable on the 1st day of each month; and

WHEREAS, the rental space consists of 3,000 square feet and has been occupied by St. Johns County Tourist Development Council and staff for a period of 10 years without any price increase; and

WHEREAS, it is in the best interest of the County to accept this Lease Agreement to provide the space needed for St. Johns County Tourist Development Council and 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 record 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 30 day of September 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 

Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 10/1/08

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, hereinafter referred to as Tenant, ("Tenant"), and **THE EDDY COMPANY**, a whose mailing address is P.O. Box 3866, St. Augustine, Florida 32085-3866 hereinafter referred to as Landlord ("Landlord").

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: Basic Lease Provisions and Exhibits

(A) DATE OF LEASE: October 1, 2008

(B) NAME 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
Attention: Linda J. White, Real Estate Coordinator

(C) NAME OF LANDLORD and ADDRESS OF LANDLORD:

The Eddy Company
P.O. Box 3866
St. Augustine, Florida 32085-3866

(D) INTENDED TENANTS OCCUPANCY:

It is hereby expressly acknowledged that this leased space is occupied by St. Johns County Tourist Development Council.

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, any other governmental purposes other than St. Johns County Tourist Development Council.

Section 1.03: THE PREMISES.

Landlord hereby leases to Tenant that certain property situate on 88 Riberia Street, Suite 400, St. Augustine, County of St. Johns and State of Florida. Said Premises consists of the entire 4th floor of building including the foyer which has a total of 3,000 square feet.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the first day of October 1, 2008.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be based on a Month to Month basis. (the "Term")
Tenant shall agree to give Landlord a 30 day written notice to vacate subject leased premises.

Section 1.06: CONDITION OF PREMISES.

The Tenant is currently in possession of the premises. 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 sole expense.

Section 1.07: RENT.

The rental due hereunder for the Term shall be in the sum of \$ 2,997.00 to be payable monthly as base rental fee which calculates to be \$11.98 per square foot, plus an additional monthly utility service fee of \$150.00, and an additional trash and garbage fee of \$53.00 per month. The total amount due and payable on the 1st day of each month is in the amount of \$3,200.00. St. Johns County is tax exempt.

Section 1.08: 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.

Section 1.09 SECURITY DEPOSIT.

Landlord acknowledges receipt of a Security Deposit in the amount of \$1,000.00 from St. Johns County.

Section 1.10 NOTICE TO SHOW.

Tenant shall cooperate with Landlord agreeing to let Landlord show prospective Tenants this leased space by giving the Tenant a 24 hour notice of a prospective showing during normal business hours.

**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 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, the Other Areas and may use and enjoy the Common Areas 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 this Lease Agreement.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant agrees to pay Landlord an additional monthly fee of \$150.00 for electrical, water, and sewer service and an additional \$53.00 per month for trash and garbage service.

**ARTICLE 5
MAINTENANCE. OPERATION AND REPAIR**

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, 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 all parking lots and maintain any Flood lights on the premises.

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 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 5.03: SIGNS AWNINGS AND CANOPIES.

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

Section 5.04: 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 5.05: 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 6
INSURANCE**

Section 6.01: 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. Landlord shall not be responsible for any loss or damage for injury to Tenant or to any and all persons or property, or death, or for any damage to the Premises, arising from or caused by Tenant's use and occupancy of the Premises, and Tenant shall indemnify and hold Landlord harmless from all liability for injury and loss to Tenant, or to any and all persons or property, or death, or for any loss or damage to the Premises arising from or caused by Tenant's use and occupancy of the Premises. Tenant will, for the entire term of this Lease, maintain for its benefit and the benefit of Landlord as a named co-insured, at Tenant's cost and expense, public liability insurance in an amount not less than \$1,000,000.00 combined single limits for injury to persons or property. A copy of such insurance policy naming Landlord as an additional insured thereunder shall promptly be furnished to Landlord.

Requirement of Hazard and Flood Insurance. If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the

interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building. Tenant shall be named as a co-insured on all liability policies.

Section 6.03: Alcohol on County Premises.

Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50. Tenant shall be responsible for compliance with above County Ordinance.

**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 (" 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) 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, 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 untenantable and Tenant elects to utilize the portion not rendered untenantable 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 untenantable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenantable, 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 7.02: 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 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 to 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 to 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. Notwithstanding the above if the Landlord's default is one that is not capable of being cured during the 15 day period, the Landlord shall not be in default as long as the Landlord has commenced hereunder the action necessary within such 15 day period and has continuously in good faith pursued such action until the default is cured. 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 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 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 and prior approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, subtenant, 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 the Lease.

**ARTICLE 12
RADON GAS**

Section 12.01 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

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

Tenant:
ST. JOHNS COUNTY, FLORIDA, a
Political subdivision of the State of Florida

Witness
Print: _____

Witness
Print: _____

BY: _____ Date _____
Michael D. Wanchick
County Administrator

[Handwritten signature]
16 Sept 08

Witness

Print: Albert M. Galrick

[Handwritten signature]
16 Sept 08

Witness

Print: Albert M. Galrick

Landlord:
The Eddy Company

BY: *[Handwritten signature]* Date Sept 16-08
James M. Byles

BY: *[Handwritten signature]* Date 9/16/2008
Marcia M. Byles