

RESOLUTION NO. 2008- 40

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY AND JAMES MITCHELL FOR A MOBILE HOME LOCATED ON PALMO FISH CAMP ROAD.

RECITALS

WHEREAS, St. Johns County Parks and Recreation Department is requesting authorization to Lease the Double Wide Mobile Home located within the 21 acre Palmo Park for security purposes; and

WHEREAS, a copy of the proposed lease between St. Johns County, Florida and James Mitchell is attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept and approve the terms of the lease and authorize the County Administrator to execute the Lease Agreement on behalf of the County.

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 of St. Johns County hereby approves the terms and conditions of the Lease and authorizes the County Administrator, or designee to execute the Lease.
- 3. The Clerk of the Court of St. Johns County is instructed to record the original Lease in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of February, 2008.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk

RENDITION DATE 2/22/08

EXHIBIT "A" TO RESOLUTION

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 **JAMES MITCHELL** whose address is 8570 Palmo Fish Camp Road, 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: March 1, 2008 to February 28, 2009

(B) NAME and ADDRESS OF LANDLORD:  
**St. Johns County, Parks and Recreation Department**  
C/O Real Estate Division  
4020 Lewis Speedway  
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:  
**James Mitchell**  
St. Augustine, Florida 32084

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for private residential use of a designated area of Palmo Park.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 8570 Palmo Fish Camp Road, St. Augustine, Florida 32092. Said Premises contain approximately 1,728 square feet.

Section 1.04: THE OTHER AREAS.

The Other Area shall consist of the parking spaces located in the front of the Mobile Home and the immediate fenced area of the residence.

Section 1.05: COMMENCEMENT DATE.

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

Section 1.06: SCHEDULED LEASE TERM.

The term of this Lease shall be for one (1) year beginning on the Commencement Date and expiring on February 28, 2009 with twelve (12) month extension at landlords option with 5% increase in rental fee.

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 sole expense.

Section 1.08: RENT.

Rent for the Lease Term shall be six hundred and no/100 (\$600.00) a month payable on the 1<sup>st</sup> day of each month.

Section 1.09: 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.

Section 1.10: TERMINATION OF LEASE

St. Johns County as landlord of said Lease reserves the right to terminate this Lease by giving James Mitchell a (60) day written notice of termination without cause.

**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, 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 2.02: 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 2.03: 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 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.

**ARTICLE 4  
UTILITIES**

**Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.**

Tenant shall contract and pay for all electrical, telephone utilities or propane gas used or consumed in the Premises; provided, that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid waste removal. The Landlord will provide at its cost a separate water meter for the Premises, and the Tenant shall pay the water and sewer fees.

**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, appliances excluding refrigerator, 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 park.

**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.

(a) Tenant shall be responsible for obtaining and maintenance of a refrigerator for this residence.

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. The Landlord shall be named as a coinsured on the Tenant's liability policy.

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.

**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 in the High School 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 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 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 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 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.

**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 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(8), F.S.)



**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: \_\_\_\_\_

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

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

**Landlord:**  
**ST. JOHNS COUNTY**, a Political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
Michael D. Wanchick,  
County Administrator

**Tenant:**  
**Michael Mitchell**

By: \_\_\_\_\_  
Michael Mitchell