

RESOLUTION NO. 2009- 343

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THIS LEASE FOR SPACE FROM THE TOWN OF HASTINGS IN THE HISTORICAL HASTINGS HIGH SCHOOL TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY HASTINGS BRANCH LIBRARY AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ACCEPT AND EXECUTE THE LEASE, ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, this Lease is for space in the Historical Hastings High School for the St. Johns County Branch Library which is attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, by Resolution 2009-49 the Assignment of Lease to allow St. Johns County Hastings Branch Library to assume the existing terms of the 1st Amendment to Lease from Community Base Care and St. Johns County Mental Health Drop In Clinic, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the Lease is for approximately 1,165 interior square feet within the Historical Hastings High School and will be used for a Meeting Room for the St. Johns County Hastings Branch Library. The cost is \$8.00 per interior square foot at a cost of \$776.67 per month for the leased area with an additional monthly CAM Fees, monthly rental fee reflects no price increase; and

WHEREAS, it is in the best interest of the County to accept this Leases to benefit the citizens in this area of St. Johns County.

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 accepts the terms of this Lease and authorizes the County Administrator or designee to execute the Leases.

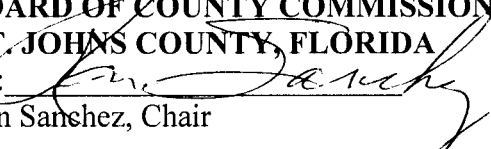
Section 3. The Clerk of the Courts is instructed to record this Lease in the Public Records of St. Johns County, Florida.

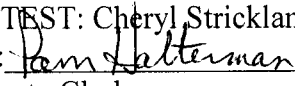
Section 4. To the extent that there are scrivener's, typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution,

then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED, this 1st day of December, 2009.

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

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 12/3/09

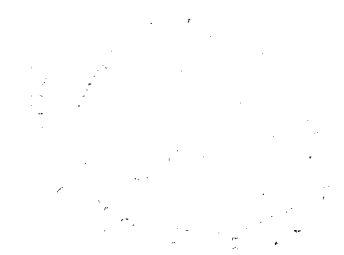


EXHIBIT "A" TO RESOLUTION

LEASE

THIS LEASE, made and executed by the and between THE TOWN OF HASTINGS, A Florida municipal corporation ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("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:	December 1, 2009.
(B) NAME OF LANDLORD:	ADDRESS OF LANDLORD
TOWN OF HASTINGS, a Florida Municipal Corporation	6195 S. Main Street, Suite A Hastings, Florida 32145
(C) NAME OF TENANT:	ADDRESS OF TENANT:
St. Johns County, Florida For-St. Johns County Hastings Branch Library	c/o County Administrator 500 San Sebastian View St. Augustine, Florida 32095

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, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: HISTORICAL HASTINGS HIGH SCHOOL.

Historic Hastings High School ("High School") shall mean the lands and improvements described in Exhibit "A", attached hereto and incorporated into this Lease.

Section 1.04: THE PREMISES.

The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant and identified by the crosshatching on the "Site Plan" attached hereto as Exhibit "B" as Suite G and H and made a part hereof. Said Premises contain approximately 1,165 square feet.

Section 1.05 AREAS LEASED.

The areas leased by the Landlord to the tenant pursuant to this Lease include the Premises, and Other Areas and the Common Areas.

Section 1.06: THE OTHER AREAS.

The Other Areas shall consist of the parking spaces located near the entrances to the Premises. The number of parking spaces will include one (1) space for delivery vehicles and one (1) space for each regular County staff member serving the offices located in the Leased Premises.

Section 1.07 COMMON AREA.

"Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers.

Section 1.08: COMMENCEMENT DATE.

The Lease Term begins on and is due on December 1, 2009.

Section 1.09: LEASE YEAR.

A Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date specified in Section 1.08.

Section 1.10: SCHEDULED LEASE TERM.

The term of this Lease shall be for one (1) year beginning on the Commencement Date and expiring on the anniversary of the Commencement Date, but if the Commencement Date is not the first day of the calendar, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs. Tenant reserves the option to extend the Lease in 12 month increments.

Section 1.11: CONDITIONS OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. The Landlord previously has renovated the Hastings High School generally and the leased premises in particular. 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 expenses.

Section 1.12: RENT.

Rent for the Lease Terms shall be Eight and no/100 (\$8.00) Dollars per interior square foot of the Premises per year, payable in equal monthly installments, in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. This lease amount is calculated to be \$776.67 per month excluding CAM fees. See also Article 3 hereof.

Section 1.13 OPTION TO RENEW.

Tenants Option to Renew and the rental for the renewal term are set forth in Article 11.

Section 1.14: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictive encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

Section 1.15: TERMINATION OF LEASE.

This subject lease may be terminated by Tenant by giving Landlord a 30 day written notice of termination without giving just cause.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUITE 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 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 other 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. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUITE 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 sole 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 AND APPROPRIATE.

The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds as defined in this Article lawfully available for such purposes in each Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any of specific services or programs now or later provided or maintained by the Tenant which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant obligations secured by a pledge or

pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made on entered into including the payment of debt service on bonds and other debt instruments. The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem Funds of services and programs which (i) are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

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; 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 services to and for the High School, including the Leased Premises. The Landlord will provide at its cost a separate water meter for the leased premises, and the Tenant shall pay the water and sewer fees as established by the Town of Hastings for such services. Solid waste and garbage fees will be included in the common area maintenance fees paid by the Tenant.

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 al all other improvements of the High School 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 Leases or in a manner not consistent herewith; or (d) the acts or

omissions of Tenant, 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 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 High School 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 damage caused thereby.

Section 5.06: COMMON AREA MAINTENANCE PAYMENTS.

In addition to the Rent described in Section 1.12, above, the Tenant is obligated to pay its prorata share of maintaining the Common Areas of the High School facility. The Tenant's prorata monthly share shall be determined in accordance with the following formula:

The quotient of the square footage of the interior floor space of the premises rented as divided by the total square footage of the interior floor space of the entire High School times the total monthly costs of maintaining the entirety of the Common Areas. In other words, the fee will total the percentage of the Common Expenses equal to the percentage of the total interior floor space of the High School rented by the Tenant. The

amount of the monthly Common area costs will be determined by average the most recent six (6) months of maintaining the entirety of the common Areas.

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a prorated monthly basis with the first payment due 45 days after the date of the commencement of the Lease Term and the following payments due at the same day of each month thereafter to and including the month after the termination of the initial Lease Term.

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 Tenants 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 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 damages 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 (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 end 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 High School 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 High School in the same condition as when possession of the Premises was initially delivered to Tenant.

ARTICLE 8
DEFAULT AND REMEDIES

Section 8.01: TENANT 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 Landlord; then 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 sixty (60) days following 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 OF
OTHER PORTIONS OF HIGH SCHOOL.

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 High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10
HAZARDOUS SUBSTANCES.

Section 10.01: HAZARDOUS SUBSTANCES.

- (a) Neither Tenant, nor any permitted assignee, sub lessee, 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, the High School 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 all this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Article or Sections of the Lease.

Section 11.04 OPTION TO EXTEND LEASE.

Tenant reserves the right to extend subject lease in 12 month increments.

ARTICLE 12 **RIGHT OF FIRST REFUSAL**

Section 12.01: RIGHT OF FIRST REFUSAL.

As additional consideration for this Lease, Landlord grants to Tenant a right of first refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord, which terms Landlord hereby affirms must

comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board; Landlord shall convey the terms of such offer to Tenant which shall have sixty (60) days within which to elect to purchase the High School on the same terms and conditions in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer or and this Right of First Refusal shall terminate. In the event Landlord convey the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

ARTICLE 13 **MISCELLANEOUS**

Section 13.01: 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 13.12 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be and original and all of which will constitute but one and the same instrument.

Section 13.13: CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of an Article or Sections of the Lease.

ARTICLE 14 **RADON DISCLOSURE**

Section 14.01 RADON GAS.

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 periods 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.

TOWN OF HASTINGS,
A Florida Municipal Corporation

By: _____

Its Mayor

Attest: _____
Its Clerk

(Town Seal)

ST. JOHNS COUNTY, a political
Subdivision of the State of Florida

By: _____

Michael D. Wanchick
Its County Administrator

Attest: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

(County Seal)

RESOLUTION NO. 2009- 49

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE TERMINATION AGREEMENT AND ASSIGNMENT OF LEASE FOR SPACE FROM THE TOWN OF HASTINGS IN THE HISTORICAL HASTINGS HIGH SCHOOL TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY HASTINGS BRANCH LIBRARY AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT AND EXECUTE THE TERMINATION AGREEMENT AND ASSIGNMENT OF LEASE.

RECITALS

WHEREAS, the Termination of Leases with St. Johns County Community Base Care and Mental Health Drop In Clinic which is attached hereto as Exhibit "A", and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the Assignment of Leases is to allow St. Johns County Hastings Branch Library to assume the existing terms of the 1st Amendment to Lease from Community Base Care and St. Johns County Mental Health Drop In Clinic, all other terms and conditions of the existing Leases remain the same, attached hereto as Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, the Lease is for approximately 1,165 interior square feet within the Historical Hastings High School and will be used for a Meeting Room for the St. Johns County Hastings Branch Library. The cost is \$8.00 per interior square foot at a cost of \$776.67 per month for both Lease amounts with an additional monthly CAM Fees of \$85.20 which reflects no price increase; and

WHEREAS, it is in the best interest of the County to accept this Termination Agreement and Assignment of Leases to benefit the citizens in this area of St. Johns County.

NOW, THEREFORE BE IN 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 accepts the terms of two Termination of Lease Agreements and the Assignment of Lease Agreements and authorizes the County Administrator to accept and execute the Termination of Lease Agreements and Assignment of Leases.

Section 3. The Clerk of the Courts is instructed to record the original Termination of Lease Agreements and Assignment of Lease Agreements in the Public Records of St. Johns County, Florida.

Section 4. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED, this 3rd day of March, 2009.



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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk
By: Pam Halterman
Deputy Clerk

RENDITION DATE 3/5/09

EXHIBIT "A" TO RESOLUTION

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF AGREEMENT (the "Termination Agreement") is entered into this ____ day of _____, 2009, by and between St. Johns County Mental Health Department ("Tenant") whose address is, 1955 US 1 South, Suite C-2, St. Augustine, Florida 32086, and The town of Hastings a Florida Municipal Corporation, ("Landlord"), whose address is 6195 S. Main Street, Hastings, Florida 32145.

WITNESSETH:

WHEREAS, Tenant and the Landlord entered into that certain Lease Agreement (the " Lease Agreement") dated November 1, 2008 in connection with the needs for the mental health citizens of Hastings, Florida (the "Lease Agreement") hereby attached to as Exhibit "A" incorporated by reference and made a part of ; and

WHEREAS, due to County owned property located at 201 Lattin Street, Hastings, Florida becoming available to occupy St. Johns County Mental Health Drop In Clinic vacated the premises of 6195 S. Main Street, Hastings, Florida for economic reasons; and

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, St. Johns County and the Town of Hastings, Florida agree as follows:

1. The parties mutually agree to and do hereby terminate their respective rights and obligations under the Lease Agreement as defined above.
2. The parties acknowledge that the Agreement shall have no further force or legal effect as between the parties hereto.

IN WITNESS WHEREOF, St. Johns County, Florida and The town of Hastings, Florida set their hands and seals effective on the day and year first above written.

Name: _____

St. Johns County, a political
Subdivision in the State of Florida

Name: _____

Cyndi Stevenson, Chair

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Cyndi Stevenson, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board. She is personally known to me.

Notary Public

Name of Notary
Commission Number: _____
Commission Expires: _____

**Town of Hastings, a Florida
Municipal Corporation**

Tom Ward, Mayor

Name: _____

Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Tom Ward, as Mayor of the town of Hastings, a Florida Municipal Corporation, on behalf of the town of Hastings, Florida. He is personally known to me.

Notary Public

Name of Notary
Commission Number: _____
Commission Expires: _____

EXHIBIT "B" TO RESOLUTION

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF AGREEMENT (the "Termination Agreement") is entered into this ____ day of _____, 2009, by and between St. Johns County Mental Health Department ("Tenant") whose address is, 1955 US 1 South, Suite C-2, St. Augustine, Florida 32086, and The town of Hastings a Florida Municipal Corporation, ("Landlord"), whose address is 6195 S. Main Street, Hastings, Florida 32145.

WITNESSETH:

WHEREAS, Tenant and the Landlord entered into that certain Lease Agreement (the " Lease Agreement") dated November 1, 2008 in connection with the needs for the mental health citizens of Hastings, Florida (the "Lease Agreement") hereby attached to as Exhibit "A" incorporated by reference and made a part of ; and

WHEREAS, due to County owned property located at 201 Lattin Street, Hastings, Florida becoming available to occupy St. Johns County Mental Health Drop In Clinic vacated the premises of 6195 S. Main Street, Hastings, Florida for economic reasons; and

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, St. Johns County and The town of Hastings, Florida agree as follows:

1. The parties mutually agree to and do hereby terminate their respective rights and obligations under the Lease Agreement as defined above.
2. The parties acknowledge that the Agreement shall have no further force or legal effect as between the parties hereto.

IN WITNESS WHEREOF, St. Johns County, Florida and The town of Hastings, Florida set their hands and seals effective on the day and year first above written.

Name: _____

**St. Johns County, a political
Subdivision in the State of Florida**

Name: _____

Cyndi Stevenson, Chair

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Cyndi Stevenson, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board. She is personally known to me.

Notary Public

Name of Notary
Commission Number: _____
Commission Expires: _____

**Town of Hastings, a Florida
Municipal Corporation**

Tom Ward, Mayor

Name: _____

Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Tom Ward, as Mayor of the town of Hastings, a Florida Municipal Corporation, on behalf of the town of Hastings, Florida. He is personally known to me.

Notary Public

Name of Notary
Commission Number: _____
Commission Expires: _____

EXHIBIT "A" TO TERMINATION AGREEMENT

(B)

Res 08-295

LEASE AGREEMENT

THIS LEASE, made and executed by and between THE TOWN OF HASTINGS, A Florida municipal corporation ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("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.

COPY

**ARTICLE I
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE:	November 1, 2008.
(B) NAME OF LANDLORD:	ADDRESS OF LANDLORD
TOWN OF HASTINGS, a Florida Municipal Corporation	6195 S. Main Street, Suite A Hastings, Florida 32145

(C) NAME OF TENANT:	ADDRESS OF TENANT:
St. Johns County, Florida For-St. Johns County Mental Health Department	c/o County Administrator 4020 Lewis Speedway St. Augustine, Florida 32095

COPY

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, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: HISTORICAL HASTINGS HIGH SCHOOL.

Historic Hastings High School ("High School") shall mean the lands and improvements described in Exhibit "A", attached hereto and incorporated into this Lease.

for let P Halterman
M+R

COPY

Section 1.04: THE PREMISES.

The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant and identified by the crosshatching on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof. Said Premises contain approximately 465 square feet.

Section 1.05 AREAS LEASED.

The areas leased by the Landlord to the tenant pursuant to this Lease include the Premises, and Other Areas and the Common Areas.

Section 1.06: THE OTHER AREAS

The Other Areas shall consist of the parking spaces located near the entrances to the Premises. The number of parking spaces will include one (1) space for delivery vehicles and one (1) space for each regular County staff member serving the offices located in the Leased Premises.

Section 1.07 COMMON AREA.

"Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers.

Section 1.08: COMMENCEMENT DATE.

The Lease Term begins on and is due on November 1, 2008.

Section 1.09: LEASE YEAR.

A Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date specified in Section 1.08.

Section 1.10: SCHEDULED LEASE TERM.

The term of this Lease shall be for twelve (12) months beginning on the Commencement Date and expiring on October 31, 2009, but if the Commencement Date is not the first day of the calendar, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs. Tenant reserves the option to extend the Lease in 12 month increments, by giving Landlord written notice.

COPY

Section 1.11: CONDITIONS OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. The Landlord previously has renovated the Hastings High School generally and the leased premises in particular. 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 expenses.

Section 1.12: RENT.

Rent for the Lease Term shall be Eight and no/100 (\$8.00) Dollars per interior square foot of the Premises per year, payable in equal monthly installments, in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. This lease amount is calculated to be \$310.00 per month excluding CAM fees. See also Article 3 hereof.

Section 1.13 OPTION TO RENEW.

Tenants Option to Renew and the rental for the renewal term are set forth in Article 11.

Section 1.14: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictive encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

Section 1.15: FUNDING CONTINGENCY.

Landlord acknowledges that this Lease is contingent upon St. Johns County Mental Health Department having available funding for this program. Should funding be discontinued this Lease shall be terminated by Tenant giving Landlord a 30-day written notice of said termination of 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, Other Areas and Common Areas to Tenant, and Tenant hereby rents same all in manner and under the conditions set forth in this Lease.

COPY

Section 2.02: USE OF COMMON AREAS.

Tenant and its officer's, agents, employees, clients, invitee and customers may use the Common Areas with other 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. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their 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 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 AND APPROPRIATE.

The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds as defined in this Article lawfully available for such purposes in each Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any of specific services or programs now or later provided or maintained by the Tenant which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's

Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant obligations secured by a pledge or pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made on entered into including the payment of debt service on bonds and other debt instruments. The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem Funds of services and programs which (i) are for essential public purposes affecting the health welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

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; 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 services to and for the High School, including the Leased Premises. The Landlord will provide at its cost a separate water meter for the leased premises, and the Tenant shall pay the water and sewer fees as established by the Town of Hastings for such services. Solid waste and garbage fees will be included in the common area maintenance fees paid by the Tenant.

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 at all other improvements of the High School 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

COPY

otherwise), equipment or inventory; (c) Tenant's use or occupancy of the Premises in violation of this Leases or in a manner not consistent herewith; or (d) the acts or omissions of Tenant, 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 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 High School 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 damage caused thereby.

Section 5.06: COMMON AREA MAINTENANCE PAYMENTS.

In addition to the Rent described in Section 1.12, above, the Tenant is obligated to pay its prorata share of maintaining the Common Areas of the High School facility. The Tenant's prorata monthly share shall be determined in accordance with the following formula:

COPY

The quotient of the square footage of the interior floor space of the premises rented as divided by the total square footage of the interior floor space of the entire High School times the total monthly costs of maintaining the entirety of the Common Areas. In other words, the fee will total the percentage of the Common Expenses equal to the percentage of the total interior floor space of the High School rented by the Tenant. The amount of the monthly Common area costs will be determined by average the most recent six (6) months of maintaining the entirety of the common Areas.

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a prorated monthly basis with the first payment due 45 days after the date of the commencement of the Lease Term and the following payments due at the same day of each month thereafter to and including the month after the termination of the initial Lease Term.

**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 Tenants 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 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 damages 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 (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 end 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 High School 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.

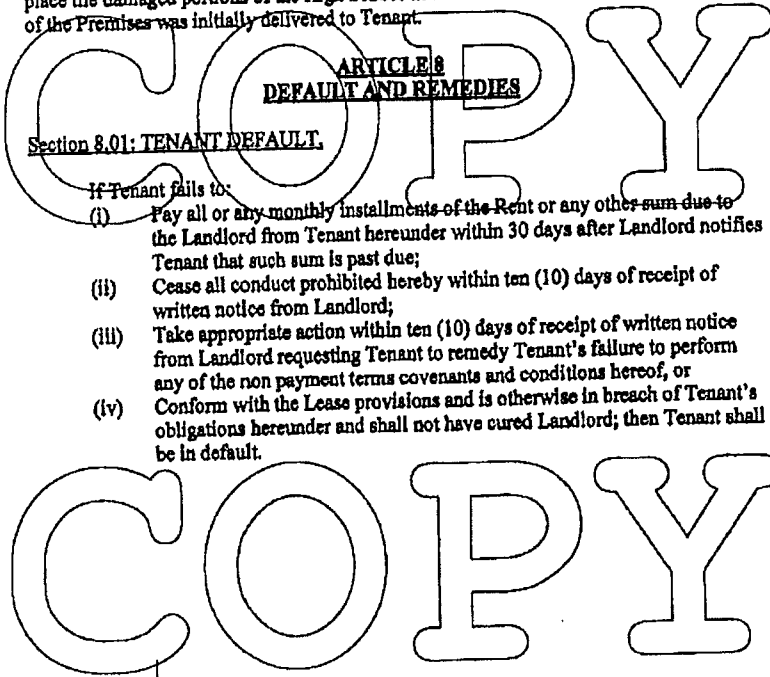
Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the High School in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT 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 Landlord; then 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 sixty (60) days following 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 OF
OTHER PORTIONS OF HIGH SCHOOL.

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 High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

**ARTICLE 10
HAZARDOUS SUBSTANCES.**

Section 10.01: HAZARDOUS SUBSTANCES.

- CO COPY**
- (a) Neither Tenant, nor any permitted assignee, sub lessee, 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, the High School 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.

CO COPY

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 all this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Article or Sections of the Lease.

**ARTICLE 12
RIGHT OF FIRST REFUSAL**

Section 12.01: RIGHT OF FIRST REFUSAL.

CO COPY

As additional consideration for this Lease, Landlord grants to Tenant a right of first refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord, which terms Landlord hereby affirms must comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board; Landlord shall convey the terms of such offer to Tenant which shall have sixty (60) days within which to elect to purchase the High School on the same terms and conditions in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer or and this Right of First Refusal shall terminate. In the event Landlord convey the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

**ARTICLE 13
MISCELLANEOUS**

Section 13.01: 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 13.12 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be and original and all of which will constitute but one and the same instrument.

Section 13.13: CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of an Article or Sections of the Lease.

**ARTICLE 14
RADON DISCLOSURE**

Section 14.01 RADON GAS.

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 periods 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 you county public health unit. (Section 404.056 (8), F.S.)

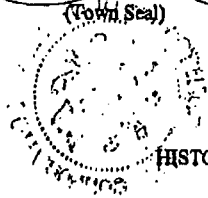
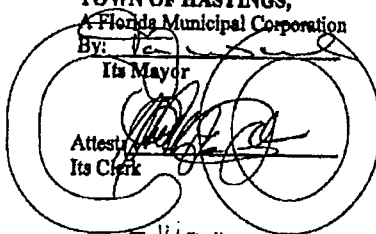
COPY

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

TOWN OF HASTINGS,
A Florida Municipal Corporation

By: [Signature]
Its Mayor

Attest: [Signature]
Its Clerk



ST. JOHNS COUNTY, a political
Subdivision of the State of Florida

By: [Signature]
Michael D. Wanchick
County Administrator

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

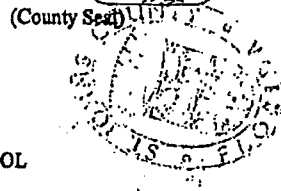
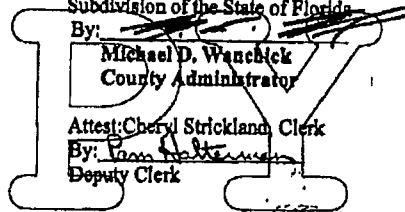


EXHIBIT "A"

HISTORIC HASTINGS HIGH SCHOOL

SUITE "G"

COPY

COPY

Lease between the Town of Hastings and St. Johns County Mental Health for
lease space at the HHS Community Building, Ste. G.

ADDENDUM ONE:

Section 1.15 FUNDING CONTINGENCY

The lease is for a term of 12 months with an option to extend lease an
additional 12 months. The tenant also reserves the right to terminate the lease
by giving landlord a 30 day notice of termination without giving just cause.

Motion was made by Bradley and Seconded by Chestnut accepting and
approving the lease renewal agreement commencing on November 01, 2008
thru October 30, 2009 between the Town of Hastings and St. Johns County
Mental Health for lease space at the HHS Community Building, Suite G inclusive
of Addendum One; Section 1.15 Funding Contingency. Motion carried
unanimously.

COPY

COPY

EXHIBIT "C" TO RESOLUTION

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASE AGREEMENT ("Lease Amendment") by and Between **St. Johns County, Florida**, a political subdivision of the State of Florida, as ("Tenant") and the **Town of Hastings Florida, a Municipal Corporation**, whose address is 6195 S. Main Street, Hastings, Florida 32145 as("Landlord")

Recitals

WHEREAS, As adopted per Resolution No. 2008-141 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Lease Agreement for St. Johns County Community Base Care to occupy rental space in the Historic Hastings High School, Suite "H" Hastings, Florida 32145, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, As adopted per Resolution No. 2008-295 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Lease Agreement for St. Johns County Mental Drop-In-Clinic to occupy rental space in the Historic Hastings High School, Suite "G", Hastings, Florida, 32145, attached hereto as Exhibit "B" incorporated by reference and made a part hereof; and

WHEREAS, 201 Lattin Street, Hastings, Florida a St. Johns County owned property became available for occupancy, due to economic budgeting both County agencies moved to this site leaving Suite "H" and Suite "G" of 6195 S. Main Street, Hastings, Florida vacant and available for needed expansion of the St. Johns County Hastings Branch Library; and

WHEREAS, as for the purpose of this Lease although this contract is executed after January 1, 2009 the effective date on Lease shall be January 1, 2009; and

WHEREAS, St. Johns County Hastings Branch Library shall assign these two Leases, with all terms and conditions of these Leases remaining the same and enforceable; and

WHEREAS, the Board of County Commissioners of St. Johns County authorizes the County Administrator to accept and execute this Assignment of Lease.

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 and adopted as findings of fact.

Section 2. The Lease entered into between the County, and the Town of Hastings as adopted by Resolution 2008-141 (Lease attached hereto as Exhibit "A"). This Lease amount is in the amount of \$466.67 per month excluding CAM fees.

Section 3. The Lease entered into between the County, and the Town of Hastings as adopted by Resolution 2008-295 (Lease attached hereto as Exhibit "B"). This Lease amount is in the amount of \$310.00 per month excluding CAM fees.

Section 4. This Assignment of Lease by St. Johns County Hastings Branch Library is needed for the citizens of this area.

Section 5. "All remaining provisions of the Leases shall remain applicable and enforceable and the same."

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Tenant:
St. Johns County, a Political
subdivision of the State of Florida

Print Witness Name _____

By: _____
Michael D. Wanchick,
County Administrator

Print Witness Name _____

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2009 by Michael D. Wanchick as County Administrator of St. Johns County, Florida. He is personally known.

Notary Public, State of Florida

Print Witness Name _____

LANDLORD:
The town of Hastings, Florida a
Municipal Corporation

Print Witness Name _____

By _____
Mayor Tom Ward

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

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Tom Ward, Mayor of the town of Hastings a Municipal Corporation who is personally known to me.

Notary Public, State of Florida

EXHIBIT "A" TO ASSIGNMENT OF LEASE

2
13

Res 08-141
1ST AMENDMENT

LEASE

Public Records of
St. Johns County, FL
Clerk # 2008031393,
O.R. 3088 PG 1321-1333
06/03/2008 at 03:44 PM,
REC. \$53.00 SUR. \$59.00.

THIS LEASE, made and executed by the and between THE TOWN OF HASTINGS, A Florida municipal corporation ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("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:	July 10, 2008.
(B) NAME OF LANDLORD:	ADDRESS OF LANDLORD
TOWN OF HASTINGS, a Florida Municipal Corporation	6195 S. Main Street, Suite A Hastings, Florida 32145
(C) NAME OF TENANT:	ADDRESS OF TENANT:
St. Johns County, Florida For-St. Johns County Community Base Care	c/o County Administrator 4020 Lewis Speedway St. Augustine, Florida 32095

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, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: HISTORICAL HASTINGS HIGH SCHOOL.

Historic Hastings High School ("High School") shall mean the lands and improvements described in Exhibit "A", attached hereto and incorporated into this Lease.

Section 1.04: THE PREMISES.

The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant and identified by the crosshatching on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof. Said Premises contain approximately 700 square feet.

Section 1.05 AREAS LEASED.

The areas leased by the Landlord to the tenant pursuant to this Lease include the Premises, and Other Areas and the Common Areas.

Section 1.06: THE OTHER AREAS.

The Other Areas shall consist of the parking spaces located near the entrances to the Premises. The number of parking spaces will include one (1) space for delivery vehicles and one (1) space for each regular County staff member serving the offices located in the Leased Premises.

Section 1.07 COMMON AREA.

"Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers.

Section 1.08: COMMENCEMENT DATE.

The Lease Term begins on and is due on July 10, 2008.

Section 1.09: LEASE YEAR.

A Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date specified in Section 1.08.

Section 1.10: SCHEDULED LEASE TERM.

The term of this Lease shall be for one (1) year beginning on the Commencement Date and expiring on the anniversary of the Commencement Date, but if the Commencement Date is not the first day of the calendar, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs. Tenant reserves the option to extend the Lease in 12 month increments.

Section 1.11: CONDITIONS OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. The Landlord previously has renovated the Hastings High School generally and the leased premises in particular. 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 expenses.

Section 1.12:RENT.

Rent for the Lease Terms shall be Eight and no/100 (\$8.00) Dollars per interior square foot of the Premises per year, payable in equal monthly installments, in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. This lease amount is calculated to be \$466.67 per month excluding CAM fees. See also Article 3 hereof.

Section 1.13 OPTION TO RENEW.

Tenants Option to Renew and the rental for the renewal term are set forth in Article 11.

Section 1.14: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictive encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

ARTICLE 2

LANDLORD'S GRANT OF POSSESSION AND QUITE 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 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 other 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. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of

the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitees 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 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 AND APPROPRIATE.

The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds as defined in this Article lawfully available for such purposes in each Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any of specific services or programs now or later provided or maintained by the Tenant which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant obligations secured by a pledge or pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made or entered into including the payment of debt service on bonds and other debt instruments. The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem Funds of

services and programs which (i) are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

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; 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 services to and for the High School, including the Leased Premises. The Landlord will provide at its cost a separate water meter for the leased premises, and the Tenant shall pay the water and sewer fees as established by the Town of Hastings for such services. Solid waste and garbage fees will be included in the common area maintenance fees paid by the Tenant.

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 of the High School 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.

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 High School 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 damage caused thereby.

Section 5.06: COMMON AREA MAINTENANCE PAYMENTS.

In addition to the Rent described in Section 1.12, above, the Tenant is obligated to pay its prorata share of maintaining the Common Areas of the High School facility. The Tenant's prorata monthly share shall be determined in accordance with the following formula:

The quotient of the square footage of the interior floor space of the premises rented as divided by the total square footage of the interior floor space of the entire High School times the total monthly costs of maintaining the entirety of the Common Areas. In other words; the fee will total the percentage of the Common Expenses equal to the percentage of the total interior floor space of the High School rented by the Tenant. The amount of the monthly Common area costs will be determined by average the most recent six (6) months of maintaining the entirety of the common Areas.

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a prorated monthly basis with the first payment due 45 days after the date of the commencement of the Lease Term and the following payments due at the same day of each month thereafter to and including the month after the termination of the initial Lease Term.

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 Tenants 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 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 damages 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 (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 end 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 High School 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 High School in the same condition as when possession of the Premises was initially delivered to Tenant.

ARTICLE 8
DEFAULT AND REMEDIES

Section 8.01: TENANT 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 Landlord; then 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 sixty (60) days following 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 OF
OTHER PORTIONS OF HIGH SCHOOL.

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 High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

ARTICLE 10
HAZARDOUS SUBSTANCES.

Section 10.01: HAZARDOUS SUBSTANCES.

- (a) Neither Tenant, nor any permitted assignee, sub lessee, 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, the High School 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 all this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Article or Sections of the Lease.

ARTICLE 12
RIGHT OF FIRST REFUSAL

Section 12.01: RIGHT OF FIRST REFUSAL.

As additional consideration for this Lease, Landlord grants to Tenant a right of first refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord, which terms Landlord hereby affirms must comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board; Landlord shall convey the terms of such offer to Tenant which shall have sixty (60) days within which to elect to purchase the High School on the same terms and conditions in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer or and this Right of First Refusal shall terminate. In the event Landlord convey the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

ARTICLE 13
MISCELLANEOUS

Section 13.01: 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 13.12 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 13.13: CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of an Article or Sections of the Lease.

ARTICLE 14
RADON DISCLOSURE

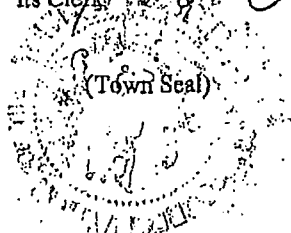
Section 14.01 RADON GAS.

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 periods 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.

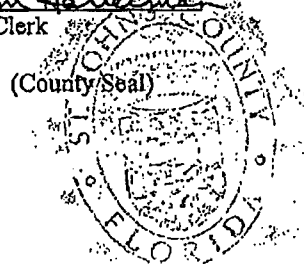
TOWN OF HASTINGS,
A Florida Municipal Corporation
By: [Signature]
Its Mayor

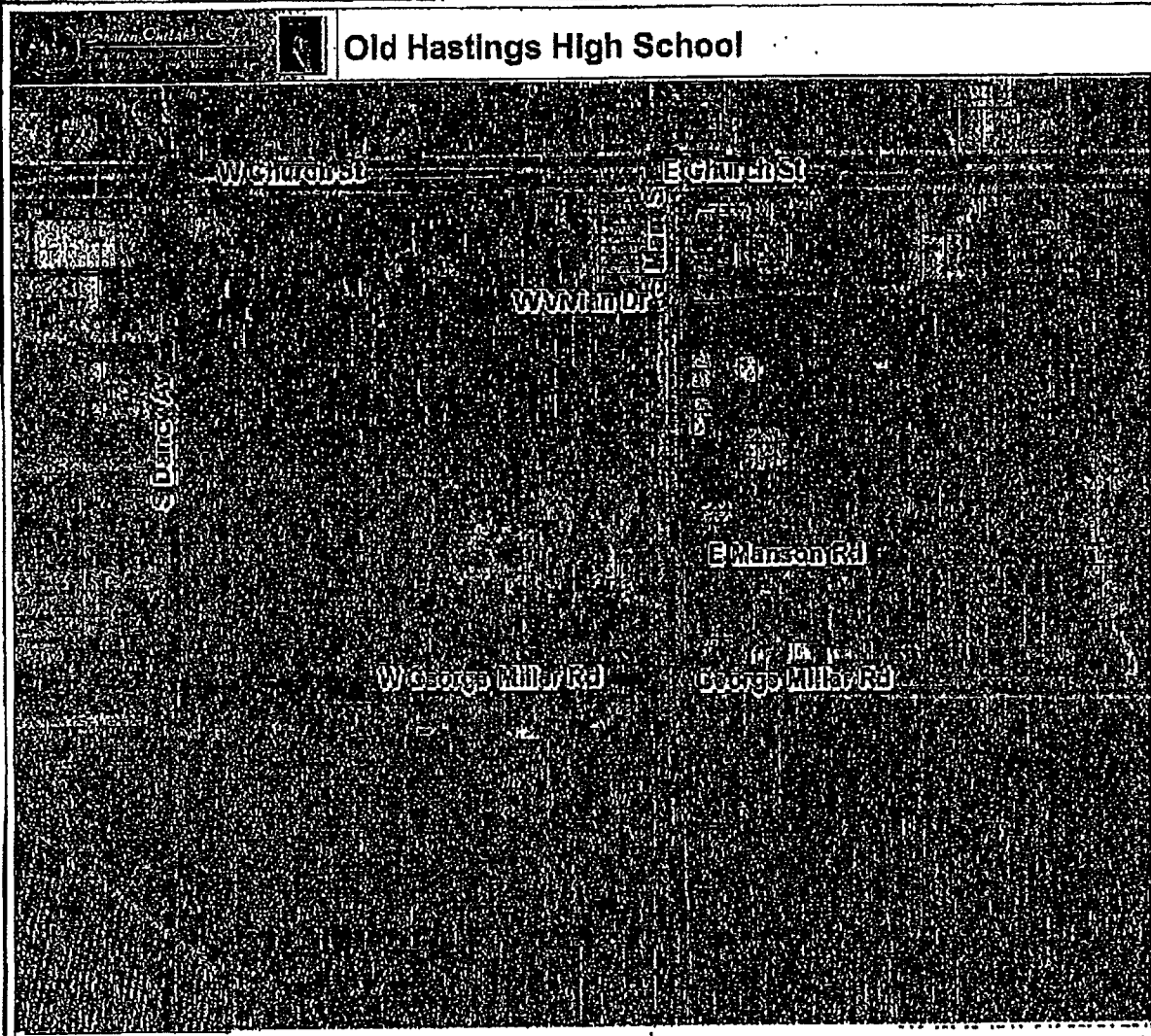
Attest: [Signature]
Its Clerk



ST. JOHNS COUNTY, a political
Subdivision of the State of Florida
By: [Signature]
Michael D. Wanchlok
County Administrator

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





Physical Survey of HHS Community Building: 6195 S. Main St., Ste. A

EXHIBIT "B"

PLATE 83

BOUNDARY SURVEY

SCALE: 1" = 40'

NOVEMBER 13, 1998

DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, CONTAINING 3.6624 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 32 MINUTES 32 SECONDS WEST, ON THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N60 WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 370.00 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 32 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF SECTION 18, A DISTANCE OF 453.24 FEET; THENCE NORTH 85 DEGREES 36 MINUTES 14 SECONDS EAST, PARALLEL WITH THE 100.00 FEET SOUTHERLY FROM THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; A DISTANCE OF 370.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 32 SECONDS EAST, ON SAID EAST LINE OF SECTION 18, A DISTANCE OF 384.07 FEET TO THE POINT OF BEGINNING.

WITNESS MY HAND AND SEAL

James & Welliver, Inc.
908 Anastasia Blvd., Suite A
St. Augustine, FL 32084

I HEREBY CERTIFY that this survey meets the minimum technical standards set forth by the Florida Board of Surveyors and Mapmakers in Chapter 4105-6, Florida Administrative Code, pursuant to Section 478.027, Florida Statutes.

Not Valid unless signed,
dated and stamped with
embossed seal.

[Signature]
LONDON H. JONES
P.E. NO. 4213, L.S. NO. 006
Last Field Day 11/7/98

WITNESS MY HAND AND SEAL

BOUNDARY SURVEY
FOR: TOWN OF HASTINGS, FLORIDA
IN: HASTINGS, SECTION 18, TOWNSHIP 9 S,
RANGE 28 E., ST. JOHN'S COUNTY, FL.

EXHIBIT "B" TO ASSIGNMENT OF LEASE

RESOLUTION NO. 2008- 141

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE 1ST AMENDMENT TO LEASE SPACE FROM THE TOWN OF HASTINGS IN THE HISTORICAL HASTINGS HIGH SCHOOL TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY FAMILY INTEGRITY PROGRAM COMMUNITY BASE CARE AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID LEASE.

RECITALS

WHEREAS, the Town of Hastings has executed the 1st Amendment to Lease for a 1 year (12) month term with an option to renew an additional 12 months at the same rate which is attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the Hastings Branch of the St. Johns County Family Integrity Program Community Base Care; and

WHEREAS, the Lease is for approximately 700 interior square feet within the Historical Hastings High School and is currently housing St. Johns County Family Integrity Program Community Base Care. The cost is \$8.00 per interior square foot at a cost of \$466.67 per month for the Lease amount with an additional monthly CAM Fees of \$51.19 which reflects no price increase; and

WHEREAS, it is in the best interest of the County to accept this lease to benefit the citizens in this area of St. Johns County.

NOW, THEREFORE BE IN 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 accepts the terms of the 1st Amendment to the Lease Agreement and authorizes the County Administrator to execute said 1st Amendment to Lease.

Section 3. The Clerk of the Courts is instructed to record the original 1st Amendment to Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 27th day of May, 2008.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Cheryl Strickland
Deputy Clerk

RENDITION DATE 5/29/08

(B)

Res 08-295

LEASE AGREEMENT

THIS LEASE, made and executed by the and between THE TOWN OF HASTINGS, A Florida municipal corporation ("Landlord"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida ("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.

COPY

**ARTICLE I
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE:	November 1, 2008.
(B) NAME OF LANDLORD:	ADDRESS OF LANDLORD
TOWN OF HASTINGS, a Florida Municipal Corporation	6195 S. Main Street, Suite A Hastings, Florida 32145

(C) NAME OF TENANT:	ADDRESS OF TENANT:
St. Johns County, Florida For-St. Johns County Mental Health Department	c/o County Administrator 4020 Lewis Speedway St. Augustine, Florida 32095

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, offices for constitutional officers and staff, administrative offices, clerical functions, storage of public and governmental papers and assets, meeting facilities, and related parking.

Section 1.03: HISTORICAL HASTINGS HIGH SCHOOL.

Historic Hastings High School ("High School") shall mean the lands and improvements described in Exhibit "A", attached hereto and incorporated into this Lease.

Dark P. Halterman
M+R

COPY

Section 1.04: THE PREMISES.

The Premises shall consist of that portion of the High School that is hereby leased exclusively to the Tenant and identified by the crosshatching on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof. Said Premises contain approximately 465 square feet.

Section 1.05 AREAS LEASED.

The areas leased by the Landlord to the tenant pursuant to this Lease include the Premises, and Other Areas and the Common Areas.

Section 1.06: THE OTHER AREAS.

The Other Areas shall consist of the parking spaces located near the entrances to the Premises. The number of parking spaces will include one (1) space for delivery vehicles and one (1) space for each regular County staff member serving the offices located in the Leased Premises.

Section 1.07 COMMON AREA.

"Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their officers, agents, employees, clients, invitee and customers.

Section 1.08: COMMENCEMENT DATE.

The Lease Term begins on and is due on November 1, 2008.

Section 1.09: LEASE YEAR.

A Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date specified in Section 1.08.

Section 1.10: SCHEDULED LEASE TERM.

The term of this Lease shall be for twelve (12) months beginning on the Commencement Date and expiring on October 31, 2009, but if the Commencement Date is not the first day of the calendar, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs. Tenant reserves the option to extend the Lease in 12 month increments, by giving Landlord written notice.

COPY

Section 1.11: CONDITIONS OF PREMISES.

The Tenant will take possession of the Premises without further improvement by the Landlord. The Landlord previously has renovated the Hastings High School generally and the leased premises in particular. 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 expenses.

Section 1.12: RENT.

Rent for the Lease Terms shall be Eight and no/100 (\$8.00) Dollars per interior square foot of the Premises per year, payable in equal monthly installments, in advance, without notice or demand, at Landlord's address or such other address as Landlord shall specify. This lease amount is calculated to be \$510.00 per month excluding CAM fees. See also Article 3 hereof.

Section 1.13 OPTION TO RENEW.

Tenants Option to Renew and the rental for the renewal term are set forth in Article 11.

Section 1.14: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the High School in fee simple free and clear of all liens and encumbrances, other than the restrictive encumbering the High School in favor of the St. Johns County School Board and/or any mortgages and notes given to secure financing for the renovation and repair of the facility, and that Landlord has full authority to enter into this Lease.

Section 1.15: FUNDING CONTINGENCY.

Landlord acknowledges that this Lease is contingent upon St. Johns County Mental Health Department having available funding for this program. Should funding be discontinued this Lease shall be terminated by Tenant giving Landlord a 30 day written notice of said termination of Lease.

ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUITE 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 manner and under the conditions set forth in this Lease.

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Section 2.02: USE OF COMMON AREAS.

Tenant and its officer's, agents, employees, clients, invitee and customers may use the Common Areas with other 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. "Common Areas" means all lands, hallways, bathrooms, parking areas and other such facilities of the High School located outside of the Premises and Other Areas that are furnished by Landlord for the non-exclusive use of the occupants of the High School, their 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 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 AND APPROPRIATE.

The Tenant covenants and agrees to appropriate in its annual budget, by amendment, if necessary, solely from Non-Ad Valorem Funds as defined in this Article lawfully available for such purposes in each Lease Year. The Tenant, however, does not promise as a part of this covenant to maintain any of specific services or programs now or later provided or maintained by the Tenant which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate lawfully available Non-Ad valorem Funds shall not create any lien upon or pledge of such Non-Ad Valorem Funds; shall not hinder, restrict or preclude the Tenant from pledging in the future its Non-Ad Valorem Funds; shall not require the Tenant to levy and collect any particular Non-Ad Valorem Funds; shall not preclude the Tenant from making the same or similar covenant for other contractual indebtedness; and shall not give the Landlord any prior claim on the Tenant's

Non-Ad Valorem Funds as opposed to claims of general creditors of the County. This covenant to appropriate lawfully available Non Ad Valorem Funds is subordinate and subject in all respects to the prior payment of Tenant obligations secured by a pledge or pledges of all or any of Tenant's Non-Ad Valorem Funds heretofore or hereinafter made on entered into including the payment of debt service on bonds and other debt instruments. The Tenant's covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein is also subject in all respects to the restriction of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, and is subject further to the prior payment from Non-Ad Valorem Funds of services and programs which (i) are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Tenant and/or (ii) are legally mandated or required by applicable law and/or (iii) are for the services for which the revenues were received. The Tenant's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the Tenant derived from any source whatsoever other than (i) ad valorem taxation on real or personal property, (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

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; 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 services to and for the High School, including the Leased Premises. The Landlord will provide at its cost a separate water meter for the leased premises, and the Tenant shall pay the water and sewer fees as established by the Town of Hastings for such services. Solid waste and garbage fees will be included in the common area maintenance fees paid by the Tenant.

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 of the High School 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

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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.

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 High School 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 damage caused thereby.

Section 5.06: COMMON AREA MAINTENANCE PAYMENTS.

In addition to the Rent described in Section 1.12, above, the Tenant is obligated to pay its prorata share of maintaining the Common Areas of the High School facility. The Tenant's prorata monthly share shall be determined in accordance with the following formula:

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The quotient of the square footage of the interior floor space of the premises rented as divided by the total square footage of the interior floor space of the entire High School times the total monthly costs of maintaining the entirety of the Common Areas. In other words, the fee will total the percentage of the Common Expenses equal to the percentage of the total interior floor space of the High School rented by the Tenant. The amount of the monthly Common area costs will be determined by average the most recent six (6) months of maintaining the entirety of the common Areas.

The costs of maintaining the common area grounds will include only the costs of the normal, regular maintenance of these grounds. The Tenant shall pay the Common Area Maintenance Payments on a prorated monthly basis with the first payment due 45 days after the date of the commencement of the Lease Term and the following payments due at the same day of each month thereafter to and including the month after the termination of the initial Lease Term.

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 Tenants 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 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 damages 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 (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 end 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 High School 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 High School in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT 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 Landlord; then Tenant shall be in default.

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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 sixty (60) days following 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 2
ASSIGNMENT AND SUBLETTING/RENTAL OF
OTHER PORTIONS OF HIGH SCHOOL.

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 High School to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a first class office building.

**ARTICLE 10
HAZARDOUS SUBSTANCES.**

Section 10.01: HAZARDOUS SUBSTANCES.

- COPY**
- (a) Neither Tenant, nor any permitted assignee, sub lessee, 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, the High School 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.

COPY
In the event any provision of this 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 all this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Article or Sections of the Lease.

**ARTICLE 12
RIGHT OF FIRST REFUSAL**

Section 12.01: RIGHT OF FIRST REFUSAL.

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As additional consideration for this Lease, Landlord grants to Tenant a right of first refusal as to any proposed disposition of the High School during the original or renewal term of this Lease. In the event Landlord receives an offer to acquire the High School under terms acceptable to Landlord, which terms Landlord hereby affirms must comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board; Landlord shall convey the terms of such offer to Tenant which shall have sixty (60) days within which to elect to purchase the High School on the same terms and conditions in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer of and this Right of First Refusal shall terminate. In the event Landlord convey the High School to a person or entity other than the Tenant, the Landlord shall insure that such person or entity takes the High School subject to this Lease.

**ARTICLE 13
MISCELLANEOUS**

Section 13.01: 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 13.12 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be and original and all of which will constitute but one and the same instrument.

Section 13.13: CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of an Article or Sections of the Lease.

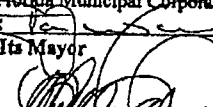
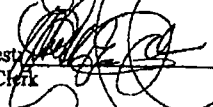

**ARTICLE 14
RADON DISCLOSURE**

Section 14.01 RADON GAS.

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 periods 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 (6), F.S.)

COPY

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

TOWN OF HASTINGS,
A Florida Municipal Corporation
By: 
Its Mayor
Attest: 
Its Clerk

(Town Seal)


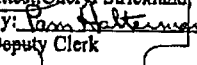
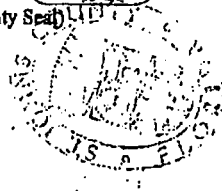
ST. JOHNS COUNTY, a political
Subdivision of the State of Florida
By: 
Michael D. Wanchick
County Administrator
Attest: Cheryl Strickland, Clerk
By: 
Deputy Clerk

(County Seal)

EXHIBIT "A"

HISTORIC HASTINGS HIGH SCHOOL

SUITE "G"

COPY

COPY

Lease between the Town of Hastings and St. Johns County Mental Health for lease space at the HHS Community Building, Ste. G.

ADDENDUM ONE:

Section 1.15 FUNDING CONTINGENCY

The lease is for a term of 12 months with an option to extend lease an additional 12 months. The tenant also reserves the right to terminate the lease by giving landlord a 30 day notice of termination without giving just cause.

Motion was made by Bradley and Seconded by Chestnut accepting and approving the lease renewal agreement commencing on November 01, 2008 thru October 30, 2009 between the Town of Hastings and St. Johns County Mental Health for lease space at the HHS Community Building, Suite G inclusive of Addendum One; Section 1.15 Funding Contingency. Motion carried unanimously.

COPY

COPY