

RESOLUTION NO. 2012- 132

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT FOR THE SALVATION ARMY FOR USE OF THE VACANT FIRE STATION 15 PROPERTY LOCATED AT 1425 OLD DIXIE HIGHWAY.

RECITALS

WHEREAS, The Salvation Army has executed a Lease Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the property is known as the old location of Fire Station 15 on Old Dixie Highway and has been vacant for several years; and

WHEREAS, the lease will be for a term of 30 years and The Salvation Army will be responsible for all and any improvements to the property and utilities; and

WHEREAS, the Special Use Permit and Zoning Variance application required to be completed on this property will be the responsibility of The Salvation Army and the County will assist with any help required for the permits, the County will also waive all fees associated with the Special Use Permit and Zoning Variance application; and

WHEREAS, on April 19, 2012 the Planning and Zoning Agency recommended approval of item SUPMIN 2012-01 and ZVAR 2012-04 Salvation Army for a Special Use and Zoning Variance that were presented; and

WHEREAS, the County's sole purpose in entering the lease is to further the public purpose of providing assistance to disadvantaged and indigent members of the local population; and

WHEREAS, the County recognizes that the Salvation Army organizational presence in the geography of the County enables the Salvation Army to effectively and efficiently provide for assistance to disadvantaged and indigent members of the local population; and

WHEREAS, the terms of the lease are designed to preserve the County's administrative rights as a landlord and do not entangle the County in the Lessor's religious affairs; and

WHEREAS, The Salvation Army will use this space solely and exclusively for the public purpose of providing assistance to disadvantaged and indigent members of the local population through Spiritual and Secular based programs; and

WHEREAS, it is in the best interest of St. Johns County to approve this lease for the residents 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 hereby approves the terms of the Lease and authorizes the County Administrator, or designee, to execute said Lease.

Section 3. To the extent that there are 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.

Section 4. The Clerk is instructed to record the original Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of May, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 5/3/12



EXHIBIT "A" TO RESOLUTION

LEASE

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as Landlord, ("Landlord"), and **THE SALVATION ARMY, A GEORGIA CORPORATION**, not for profit whose address is 1424 Northeast Expressway, Atlanta, Georgia 30329, hereinafter referred to as Tenant ("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: Basic Lease Provisions and Exhibits

(A) NAME and ADDRESS OF LANDLORD:

St. Johns County, Florida, a political subdivision of the State of Florida
c/o Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Attention: St. Johns County Land Management Systems

(B) NAME OF TENANT and ADDRESS OF TENANT:

The Salvation Army, a Georgia corporation
1424 Northeast Expressway
Atlanta, Georgia 30329

Section 1.02: PERMITTED USE. The property leased hereby shall be used solely and exclusively for the public purpose of providing assistance to disadvantaged and indigent members of the local population through Spiritual and Secular based programs.

Section 1.03: THE PREMISES. Landlord hereby leases to Tenant that certain property situated on **1425 Old Dixie Highway, St. Augustine, County of St. Johns and State of Florida**, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, together with all appurtenances thereto and all buildings and improvements located on the Premises from time to time during the term of the Lease.

Section 1.04: SCHEDULED LEASE TERM. The term of this Lease shall be for a term of thirty (30) years beginning on _____ 2012 ("Commencement Date") and ending on at 11:59 p.m., Eastern Standard Time on _____ 2042 (the Termination Date")

Section 1.05: CONDITION OF PREMISES. The Tenant will take possession of the Premises with existing structures and together with future improvement for the use as outlined under Section 1.02. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.6: RENT. The rental due hereunder for the Initial Term of this Lease shall be the sum of one dollar (\$1), to be made payable in advance of execution of this Lease. If applicable, Rent for any additional lease term shall be one dollar (\$1). Such rent shall be paid in advance on the first day of any such additional lease term. See also Article 3 hereof.

Section 1.07: COVENANT OF OWNERSHIP. Landlord covenants to Tenant that Landlord owns the property in fee simple title and has full authority to enter into this Lease.

ARTICLE 2 LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: DEMISE. In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: QUIET ENJOYMENT. Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

ARTICLE 3 TENANT'S OBLIGATION TO PAY RENT

Section 3.01: OBLIGATION TO PAY RENT. Notwithstanding any other article, section, or provision of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET. The Tenant covenants and agrees to appropriate in its annual Maintenance Department budget for payment on the Lease Agreement for any necessary repairs and continued maintenance of the subject property.

ARTICLE 4 UTILITIES

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS. At Tenant's sole expense, Tenant shall independently contract for, and pay all costs associated with any and all telecommunication utilities used on or at the Premises. At Tenant's sole expense Tenant shall also contract for, and pay all necessary and appropriate costs for electricity, water, sewage and solid waste removal used on or at the Premises.

ARTICLE 5 MAINTENANCE, OPERATION AND REPAIR

Section 5.01: MAINTENANCE BY TENANT. Tenant shall maintain, repair and keep supporting walls, foundations, roof, sprinkler systems, if any, mechanical systems, roofing system, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair. Landlord, shall have no duty to make any repairs within the Premises.

- (a) Any alterations, modifications or improvements ("Improvements") made by or on behalf of Tenant are at the sole expense of the Tenant and shall require written approval by Landlord.
- (b) Request for any such improvements shall include specific physical design of intended changes and list of cost demonstrated satisfactorily to the County that the cost were competitively procured. Each request for improvement to describe the useful life span of the improvement (shall be deemed not to exceed ten years).
- (c) Cost of any eligible improvements made by or behalf of the Tenant will be reasonably refunded by the Landlord in the event Landlord terminates Lease in accordance with section 8.03. Refund will be determined on a sliding scale based on age of the improvement in a straight-line depreciation method (any such improvement fully depreciated in not to exceed ten years). Normal repairs, repainting, etc. shall not be deemed improvements for this subsection.

Section 5.02: MAINTENANCE BY LANDLORD. 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, if applicable.

Section 5.04: LIENS. No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES. Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

ARTICLE 6 INDEMNITY AND INSURANCE

Section 6.01 INDEMNITY AND INSURANCE. To the extent permissible by law, the Tenant agrees to indemnify and hold Landlord and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the premises described herein. It is the intention of the Tenant that Landlord and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The Tenant expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

The Tenant assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Landlord or by any person whatsoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Landlord or of

any occupant, subtenant, visitor or user of any portion of the facility. The Indemnity provisions of this section shall survive the termination of this lease.

This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the Tenant, pursuant to this Lease, or otherwise.

The Tenant shall, at all times during the term of this lease, maintain in full force and effect a policy or policies of general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. Landlord shall be named as additional insured.

The Tenant for the term of this lease and at Tenant's sole cost and expense, secure and maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the premises in an amount not less than the full replacement value. The term "Full Replacement Value" as used in this section shall mean the actual replacement cost of the buildings and improvements located on the premises. The Tenant shall insure the interests of Landlord as a named co-insured.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, certificates of insurance will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084, and include the name of the Tenant, the lease term, and the property address. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any this insurance.

ARTICLE 7 DAMAGE AND DESTRUCTION

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY. Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty ("Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's Improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty-five (25%) percent or more of the cost of completely replacing

the building, or (iii) the buildings, taken in the aggregate shall be damaged to the extent that the cost of their repair is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenable and Tenant elects to utilize the portion not rendered untenable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.01: TENANT'S DEFAULT. If Tenant fails to: (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due; (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord; (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or (iv) Conform to the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall

cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to: (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or (ii) Conform to the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default. 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.

Section 8.03: TERMINATION OF LEASE. If the County/Landlord, at its sole discretion, determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of subject property, then County/Landlord shall give 90 days written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

If Tenant after 3 years of occupancy determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the Lease of subject Property, then Tenant shall give 90 days written notice to Landlord advising such unsuitability and electing to terminate this Lease at the end of said 90-day period. Tenant will forfeit any reimbursement otherwise due under Section 5.01 (c)

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT. Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a transportation operation and maintenance facility and prior approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of Tenant shall

(i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: SEVERABILITY. In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.03 CAPTIONS. The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12
RADON GAS**

Section 12.01 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.058(5), F.S.)

**ARTICLE 13
SOCIAL SERVICE PROVIDER**

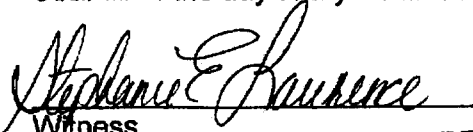
Section 13.01 Social Services Provider. The Salvation Army will provide the Social Services for the disadvantaged and indigent needs at 1425 Old Dixie Highway, 1840 and 1850 S.R. 207, St. Augustine, Florida for the duration of this Lease. The Salvation Army for a period of 36 months also agrees to enhance social services and cooperate with other agencies providing social services for the needy and indigent at both site locations.

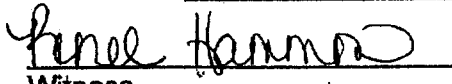
**ARTICLE 14
INDEMNITY**

Section 14.01 Indemnity. Tenant shall indemnify, defend, and hold the Landlord, it officers, employees, agents, subcontractors and assigns harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the Tenant's use of the Premises. Moreover, Tenant shall indemnify, defend, and hold the Landlord harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of Tenant's direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions, activities or use of the Premises.


This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the Tenant, pursuant to this Lease, or otherwise.

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


Witness
Print Name STEPHANIE E. LAWRENCE


Witness
Print Name Renee Hammon

Tenant:
**SALVATION ARMY, a Georgia
corporation, not for profit.**

By: 
Print Name _____
Title: JOHN C. JONES, TREASURER

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

Witness
Print Name _____

BY: _____
Michael D. Wanchick
County Administrator

Witness
Print Name _____

EXHIBIT "A"

A parcel of land in Section 19, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel of land being also a part of those lands as described in Official Records Book 223, page 429, of the public records of St. Johns County, Florida, and being more particularly described as follows:

Beginning at the most northerly corner of those lands described in Official Records Book 223, page 429; thence South 30 degrees 36 minutes 00 seconds East, 307.14 feet; thence South 85 degrees 44 minutes 15 seconds west, 141.93 feet; thence North 03 degrees 05 minutes 00 seconds West, 275.32 feet to the Point of Beginning.

Together with an easement for ingress and egress, 30 feet wide, lying south of and adjoining the south line of the above-described parcel of land, said easement being bounded on the east by State Road No. 5 and extending westerly to the east line of County Road C-5A.



1425 Old Dixie Hwy
The Salvation Army Lease

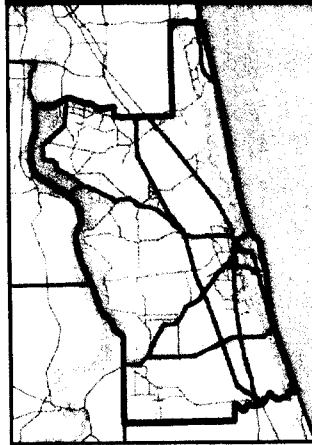
San Marco St

Old Moultrie Rd

Leo St

Hastings Rd

Old Dixie Hwy



Former Fire Station #15 The Salvation Army Leased Property



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 2/24/12
(904) 209-0796



2010 Aerial Imagery

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