

RESOLUTION NO. 2014-345

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 WITH THE TOWN OF HASTINGS FOR SPACE IN THE HISTORIC HASTINGS HIGH SCHOOL FOR THE ST. JOHNS COUNTY HASTINGS BRANCH LIBRARY

RECITALS

WHEREAS, the Town of Hastings and St. Johns County executed a ten (10) year Lease commencing July 12, 1994 for lease space located at the historic Hastings High School for the Hastings Branch of the St. Johns County Public Library; and

WHEREAS, on July 13, 2004 the St. Johns County Board of County Commissioners approved Resolution No. 2004-159, extending the lease term an additional ten (10) years or until July 12, 2014; and

WHEREAS, on July 14, 2014 the Town of Hastings and St. Johns County agreed to extend the lease term an additional ninety (90) days or until October 10, 2014; and

WHEREAS, St. Johns County desires to renew their lease with the Town of Hastings for an additional ten (10) years commencing December 1, 2014; and

WHEREAS, the Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, is for approximately 6,000 square feet of interior space within the Historical Hastings High School at a cost of eight (\$8.00) dollars per square foot per year; and

WHEREAS, this lease provides an option to renew for an additional ten (10) years as well as an option for either party to terminate the lease without cause, upon providing no less than one (1) year's written notice of termination to the other party; and

WHEREAS, it is in the best interests of the County to accept this lease renewal to benefit the citizens in this area of the 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.

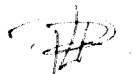
Section 2. The Board of County Commissioners hereby approves the terms of the Lease Agreement and authorizes the County Administrator, or designee, to execute the Lease Agreement on behalf of the County.

Section 3. 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.


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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 2nd day of December, 2014.

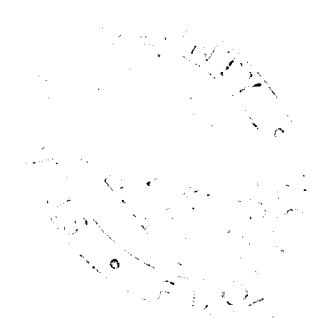
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/10/14



LEASE AGREEMENT

This lease is made and executed this 10th day of November between the Town of Hastings, a Florida municipal corporation, whose address is 6195 S. Main Street, Suite A, Hastings, Florida 32145 (Landlord), and St. Johns County, a political subdivision of the state of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (Tenant).

In consideration of the respective covenants and agreements of the parties contained herein, the Landlord leases to the Tenant the below described Premises, Other Areas and Common Areas, pursuant to the terms and conditions set forth below.

ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.01 Basic Lease Provisions and Exhibits

- (A) PERMITTED USE: The leased property shall be used exclusively as a public library.
- (B) HISTORICAL HASTINGS HIGH SCHOOL: Historic Hastings High School (the High School) shall mean the lands and improvements described in attached Exhibit A, the contents of which are incorporated into this lease.
- (C) THE PREMISES: The Premises shall consist of that portion of the High School that is leased exclusively to the Tenant. The Premises contain approximately ~~5,000~~ ^{6,000} interior square feet.
- (D) THE OTHER AREAS: The Other Areas shall consist of the non-Premises portions of the High School that are leased exclusively to the Tenant. The Other Areas will include parking spaces located near the entrances to the Premises. The number of parking spaces will include one space for delivery vehicles and one space for each regular County staff member serving the offices located in the leased Premises.
- (E) THE COMMON AREAS: The Common Areas shall consist of the grounds, parking areas, hallways, bathrooms, and other such facilities available for general public use.
- (F) AREA LEASED: The areas leased by the Landlord to the Tenant pursuant to this lease include the Premises, the Other Areas and the Common Areas.
- (G) COMMENCEMENT DATE: The lease term shall begin, and the first rent shall be due, on December 01, 2014.
- (H) LEASE YEAR: A lease year shall consist of 12 consecutive calendar months commencing on October 1 and ending September 30. The term "partial lease year" is the period from the commencement date through September 30 of the first year or is the period from October 1 to the expiration or earlier termination of this lease prior to September 30, as is applicable.

(I) SCHEDULED LEASE TERM: The term of this lease shall be for 10 years beginning on the commencement date and expiring on the tenth anniversary of the commencement date. If the commencement date is not the first day of a calendar month, the lease term will expire on the last day of the calendar month in which the tenth anniversary of the commencement date occurs.

(J) RENT: Rent for the lease term shall be \$8.00 per interior square foot of the Premises per year, payable in equal monthly installments, subject to the provisions of Article 3 of this lease. Rent shall be due on the 10th of each month.

(K) 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 restrictions encumbering the High School in favor of the St. Johns County School Board and any mortgages or 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 QUIET ENJOYMENT

Section 2.01 Demise

In consideration of the rent and the provisions set forth in this lease, Landlord leases the Premises, Other Areas, and Common Areas to Tenant, and Tenant rents same according to the provisions set forth in this Lease.

Section 2.02 Use of Common Areas

Tenant may use the Common Areas with others, subject to the provisions of this Lease and any rules and regulations reasonably adopted by the Landlord. Any rules or regulations adopted by the Landlord shall not unreasonably restrict the use of the Common Areas by the Tenant.

Section 2.03 Quiet Enjoyment

Upon paying all sums due under this lease from Tenant to Landlord and performing all of Tenant's obligations under this lease, Tenant may possess the Premises and Other Areas and may use the Common Areas without unreasonable interference from the 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 under this Lease is subject to restrictions of Florida laws regulating county budgets, including Section 129.07, Florida Statutes, whereby payment made under this Lease shall not exceed the amount appropriated for that purpose in that fiscal year.

Section 3.02 Covenant to Budget and Appropriate.

Tenant covenants and agrees to make all reasonable efforts to provide funding for payment of rent and other payments under this Lease, including adequate appropriation in its annual budget. This covenant to budget and appropriate lawfully available funds shall not create any lien upon or pledge any specific amount of funds; shall not require Tenant to levy and collect any particular funds; and shall not hinder, restrict, or precluded Tenant from pledging future funds or covenant for other contractual indebtedness.

**ARTICLE 4
UTILITIES**

Tenant shall contract and pay for any and all 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 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 and keep supporting walls, foundations, roof, fire sprinkler systems, irrigation systems, parking areas, general landscaping, and any other common area necessary improvements to the High School in good condition and repair. Landlord shall have no duty to make any repairs to the Premises resulting from:

- (A) Modifications or improvements made by or on behalf of the Tenant;
- (B) Installation of Tenant's property, fixtures, equipment, or inventory;
- (C) Tenant's use or occupancy of the Premises in a manner not consistent with the provisions of this lease; or
- (D) Damage or other impairment of the functional or aesthetic quality of the Premises due to negligence of Tenant, its agents, or its invitees or licensees.

Section 5.02 Maintenance of Premises by Tenant

(A) Except as provided in Section 5.01, Tenant shall, at its expense, keep the Premises in good condition, maintenance and repair. If the Tenant fails to keep the Premises in good condition and repair, Landlord may, after notice to the Tenant, perform this duty, and the Tenant shall reimburse the Landlord's reasonably incurred costs upon the Landlord's request.

(B) At Tenant's option, and with the Landlord's consent, Tenant may assume some or all of the Landlord's maintenance responsibilities provided in Section 5.01. If Tenant exercises this option, Tenant's maintenance costs shall be refunded as provided in Section 1.01(K) upon occurrence of either of the following: (i) Tenant obtains written consent from the landlord authorizing such undertaking; or (ii) Landlord fails to make necessary repairs within 30 days of receiving notice from Tenant regarding the need for such repairs pursuant to Section 8.02 herein. Otherwise, Tenant may undertake such maintenance responsibilities at its sole expense.

Section 5.03 Signs, Awnings, and Canopies

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

Section 5.04 Liens

No lien or other encumbrance shall exist on the Premises through any action or inaction of the Tenant or its contractors. Within 10 days of notice of the existence of any lien or encumbrance on the Premises in violation of this section, Tenant shall discharge the lien or encumbrance by bond or otherwise.

Section 5.05 Surrender of Premises

Upon termination of this lease, Tenant shall:

- (A) Surrender the Premises in the same condition as they were on the commencement date, reasonable wear and tear and loss due to casualty or condemnation excepted;
- (B) Surrender all keys for the Premises to the Landlord;
- (C) Remove all trade fixtures, personal property, and, if requested, any other modifications or improvements from the Premises; and
- (D) Repair any damage to the Premises caused by the removal of trade fixtures, personal property, or any other modifications or improvements.

Section 5.06 Common Area Maintenance Payments

Tenant shall pay its pro rata share of maintaining the Common Areas of the High School. The Tenant's pro rata share shall be the product of the percentage of the main High School structure's interior floor space accounted for by the Premises and the then-current 6-month cost of maintaining the Common Areas. The cost of maintaining the Common Areas shall include only the costs of routine maintenance. The Tenant's Common Area maintenance payment shall be deducted from Tenant's monthly rent payment.

ARTICLE 6 INSURANCE

Section 6.01 Tenant's Insurance

Tenant shall maintain, at Tenant's sole expense, an adequate renter's homeowners insurance policy, or its equivalent, issued by a licensed insurance company of Tenant's selection which provides limits of liability of at least \$100,000 personal liability and may maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas, and Common Areas. The Landlord shall be named as a coinsured on any liability policy the Tenant obtains for the Premises, Other Areas, or Common Areas. The Tenant is solely responsible for its own personal property protection and may, at its expense, maintain such insurance.

Section 6.02 Landlord's Insurance

Landlord shall maintain adequate liability and property insurance covering the High School.

ARTICLE 7 DAMAGE AND DESTRUCTION

Section 7.01 Fire, Explosion, or Other Casualty

Tenant shall, within 48 hours of an Occurrence, 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). Unless the Landlord determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Landlord subject to this Section. If the Landlord determines that it is not cost effective to repair the Premises, Landlord shall provide Tenant 90 days' written notice of termination of this Agreement in accordance with the requirements of Article 7. Landlord shall not be required to repair or replace Tenant's improvements, alterations, additions, inventory, fixtures, furniture, furnishings, equipment, or other personal property. 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 with no future liability to Landlord.

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 Premises in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01 Tenant's Default

Tenant shall be in default of this lease under any of the following conditions:

- (A) Failure to pay all or any monthly installments of the rent or any other sum due to the Landlord from Tenant and continuing for a period of 10 days after the same is due;
- (B) Failure to cease all conduct prohibited under this lease within 10 days of receipt of written notice from Landlord;
- (C) Failure to take appropriate action within 10 days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the terms of this lease; or
- (D) Failure to conform to the lease provisions, otherwise being in breach of Tenant's obligations under this lease, and failing to cure the default to the satisfaction of the Landlord within 15 days following receipt of written notice from the Landlord.

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 Landlord in regaining possession. In addition, the Tenant shall pay the Landlord all rents due and payable hereunder for the remainder of the lease term, provided however, that the amounts the Tenant is obligated to pay shall be reduced by the amount of rents, if any, received from replacement tenants during the remainder of the lease term. Upon rendering 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

Landlord shall be in default of this lease under any of the following conditions:

- (A) Failure to take appropriate action within 30 days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms of this lease, unless the nature of such default poses an imminent danger to persons or property, then such period of time shall be a reasonable period of time in light of the circumstances; or
- (B) Failure to conform to the lease provisions, otherwise being in breach of Landlord's obligations under this lease, and failing to cure the default to the satisfaction of the Tenant within 30 days following receipt of written notice from the Tenant.

Failure for Tenant to provide Landlord with appropriate notice of such defects constituting default, or failure of Tenant to initiate such termination proceedings within 15 days of a default

under this Article 8, shall constitute waiver of such claim to terminate this Lease.

Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses 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 the difference between the rents required to obtain replacement premises during the remainder of the fiscal year 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, SUBLETTING, OR RENTAL OF OTHER PORTIONS OF HIGH SCHOOL

Section 9.01 Covenant Not to Assign or Sublet Without Consent

Tenant covenants that it will not assign, mortgage, or otherwise encumber this lease, nor shall it sublet the Premises, in whole or in part, without the prior consent of the Landlord, which consent shall not be unreasonably withheld.

Section 9.02 Covenant Not to Rent Other Portions of High School

Landlord covenants that it will not rent, lease, or otherwise allow occupancy of the High School to any person or entity other than the Tenant unless such person or entity is an appropriate tenant of a government facility or a first class office building.

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 manufacture, treat, use, store, or dispose of any unlawful quantity or concentration of a hazardous substance on or from the Premises 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 (CERCLA), as the same may be amended from time to time; or (ii) determined to be hazardous, toxic, a pollutant or contaminant under federal, state or local law, rule, regulation, or judicial or administrative order or decision, as the same may be amended from time to time.
- (C) The term "release" shall have the meaning provided in Section 101 (22) of CERCLA.

**ARTICLE 11
RENEWAL**

Section 11.01 Renewal

Provided Tenant is not in default of this lease as provided in Section 8.01, Tenant shall have the option to renew this lease for an additional term of 10 years by delivering written notice to Landlord no less than 60 days and no more than 120 days prior to the termination of this 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. If Landlord receives an offer to acquire the High School under terms acceptable to the Landlord, Landlord shall convey the terms of such offer to Tenant. Tenant shall have 60 days to elect to purchase the High School on the same terms contained in the offer. If the Tenant does not elect to purchase, Landlord may accept the offer and this right of first refusal shall terminate. If the Landlord conveys the High School to any person or entity other than the Tenant, the Landlord shall require such person or entity takes the High School subject to this lease. Landlord affirms that it shall not accept any offer to acquire the High School that does not comply with the covenants and restrictions encumbering the High School in favor of the St. Johns County School Board.

**ARTICLE 13
TERMINATION WITHOUT CAUSE**

Either party may terminate this lease without cause upon providing no less than 1 year's written notice of termination to the other party.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

Section 14.01 Notice

(A) Any notice to the Tenant required under this lease shall be delivered to:

County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to:

Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

(B) Any notice to the Landlord required under this lease shall be delivered to:

Town Clerk
6195 Main Street, Suite A
Hastings, FL 32145

With a copy to:

Michael McCabe, Town Attorney
McCabe Law Group, P.A.
111 Solana Road, Suite 1B
Ponte Vedra Beach, Florida 32082

Section 14.02 Severability

If any provision of this lease is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed and such holding will not invalidate or render unenforceable any other provision of the lease.

Section 14.03 Venue

Venue for any legal or administrative action arising under this lease shall lie exclusively in St. Johns County, Florida.

Section 14.04 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 14.05 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 15
RADON GAS**

Section 15.01 Radon Gas

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

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

state Witness
Print: _____


Witness
Print: _____

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

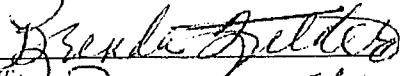
By: _____
Michael Wanchick
County Administrator

Attest: Cheryl Strickland, Clerk of Court

By: _____
Deputy Clerk

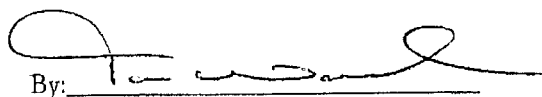


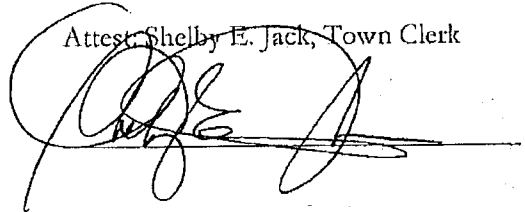
corporation
Witness
Print: ADAM FRENCH

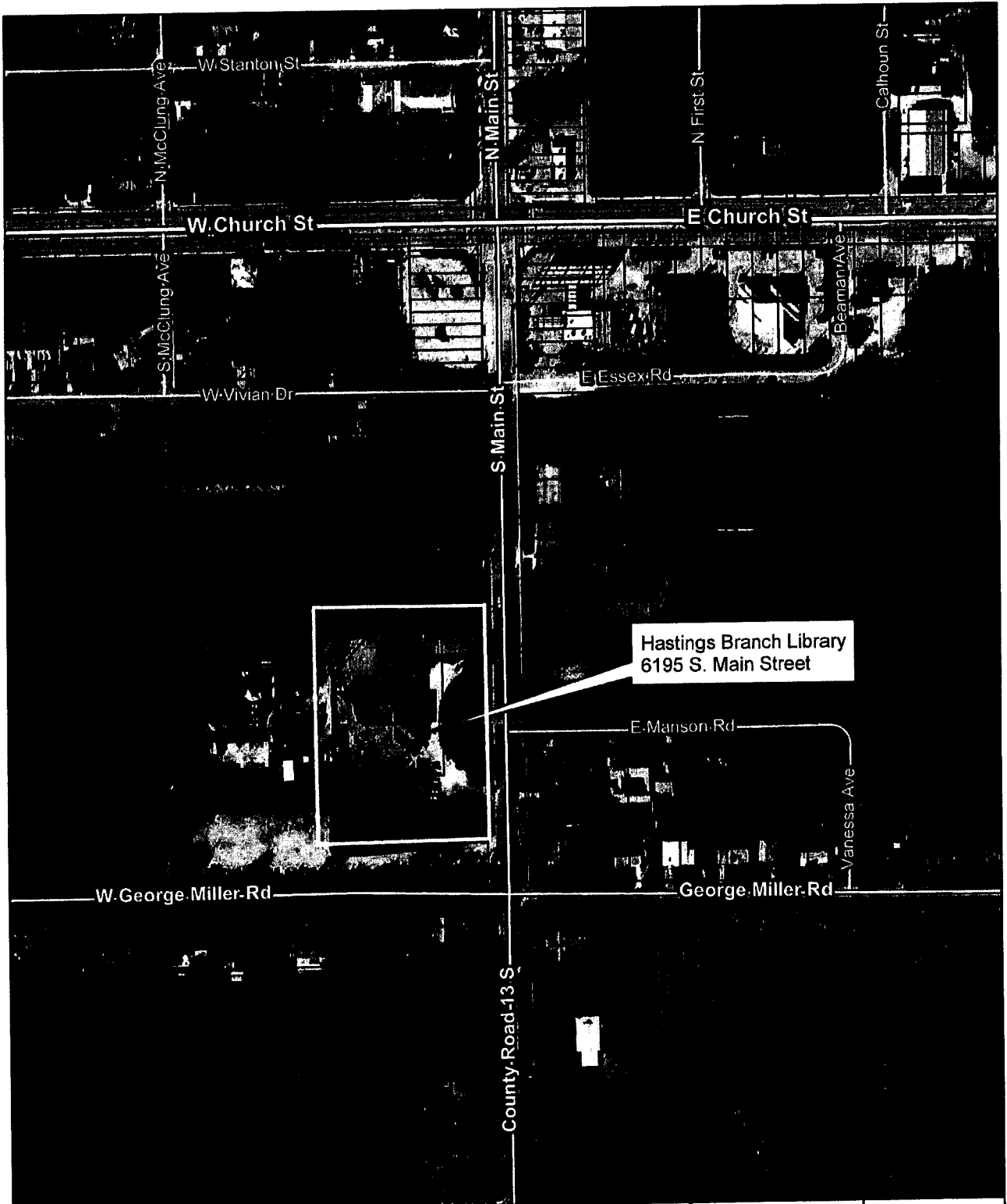


Witness
Print: Brenda Felder

Landlord:
Town of Hastings, a Florida municipal



By: _____
Tom Ward
Mayor

Attest: Shelby E. Jack, Town Clerk




Hastings Branch Library
6195 S. Main Street




 2013 Aerial Imagery
 0 100 200
 Feet
 September 18, 2014

HASTINGS BRANCH LIBRARY
6195 S. Main Street
6,000 Square Feet

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762
Disclaimer:
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 Data provided are derived from multiple
 sources with varying levels of accuracy.
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