

RESOLUTION NO. 2018- 020

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2018 GENERAL FUND TO INCLUDE CERTAIN UNANTICIPATED REVENUE AND AUTHORIZING ITS EXPENDITURE ON BEHALF OF THE TAX COLLECTOR, APPROVING THE TERMS OF AN AGREEMENT WITH STRATEGIC SITES-CLIFFORD COMMERCIAL TO LEASE OFFICE SPACE FOR THE TAX COLLECTOR, AND AUTHORIZING THE COUNTY ADMINISTATOR, OR DESIGNEE, TO EXECUTE THE FIRST RIGHT OF OFFER AND SUBSEQUENT LEASE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns County Resolution 2017-339 dated October 3, 2017 approved the sale of county-owned property at 5430 Palm Valley Road to the PGA Tour, Inc. for the public purpose of promoting economic development in the community; and

**WHEREAS**, sale of the property at 5430 Palm Valley Road includes the St. Johns County Annex building (St. Johns County Tax Collector's northeast service center), as well as associated land; and

**WHEREAS**, due to the impending sale; St. Johns County Tax Collector Dennis W. Hollingsworth requested assistance from the Board of County Commissioners to locate alternate office space for the Tax Collector's northeast service center; and

**WHEREAS**, on February 26, 1985 the Board of County Commissioners adopted Resolution 1985-28 which concurred that such extension of services was of benefit and in the best interests of its citizens in the northeast section of St. Johns County; and

**WHEREAS**, multiple sites were inspected and the office building at 151 Sawgrass Corners was selected as the most desirable site for the Tax Collector's service center based on its location, visibility and rental rate; and

**WHEREAS**, when preparing its budget for Fiscal Year 2018, the County did not anticipate receiving revenue in the amount of \$700,000 from the sale of the county-owned property at 5430 Palm Valley Road; and

**WHEREAS**, recognizing and appropriating this \$700,000 on behalf of the Tax Collector will provide funding for the renovation/buildout costs associated with the relocation of the Tax Collector's Ponte Vedra Service Center including lease payments for approximately sixteen (16) months; and

**WHEREAS**, the St. Johns County Tax Collector has agreed to assume responsibility for the remaining lease payments by including them in his annual operating budget once the \$700,000 appropriation has been exhausted; and

**WHEREAS**, St. Johns County Construction Services is requesting the Board of County Commissioners' approval to commission design construction drawings for the renovation and build-out of the new office space at 151 Sawgrass Corners; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed First Right of Offer and Lease Agreement (attached hereto as Exhibits A and B, respectively), incorporated by reference and made a part hereof, and has determined that accepting the terms of the First Right of Offer and Lease Agreement and executing same will serve the best interests of the County and its citizens.

**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 recognizes and appropriates unanticipated revenue in the amount of \$700,000 into the General Fund and authorizes its expenditure on behalf of the Tax Collector.

Section 3. The Board of County Commissioners hereby approve the terms of the First Right of Offer and the County Administrator, or designee, is hereby authorized to execute the agreement in substantially the same form attached hereto as Exhibit A on behalf of the County for the purposes mentioned above.

Section 4. The Board of County Commissioners hereby approve the terms of the Lease Agreement and the County Administrator, or designee, is hereby authorized to execute the agreement in substantially the same form attached hereto as Exhibit B on behalf of the County for the purposes mentioned above, subsequent to St. Johns County closing on the sale of the property at 5430 Palm Valley Road to the PGA Tour, Inc. If for any reason the closing with the PGA Tour, Inc. does not take place, the Lease Agreement shall not be executed.

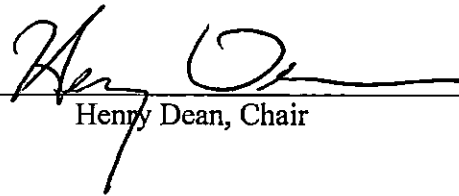
Section 5. The Board of County Commissioners hereby approves for St. Johns County Construction Services to commission design construction drawings for the renovation and build-out of the new office space at 151 Sawgrass Corners, subsequent to said closing.

Section 6. To the extent that there are typographical, scrivener 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 7. Upon execution by the County Administrator, or designee, the Clerk of the Court is instructed to record the Lease Agreement and file the original First Right of Offer in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 20 day of March, 2018.

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

By:   
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE MAR 22 2018


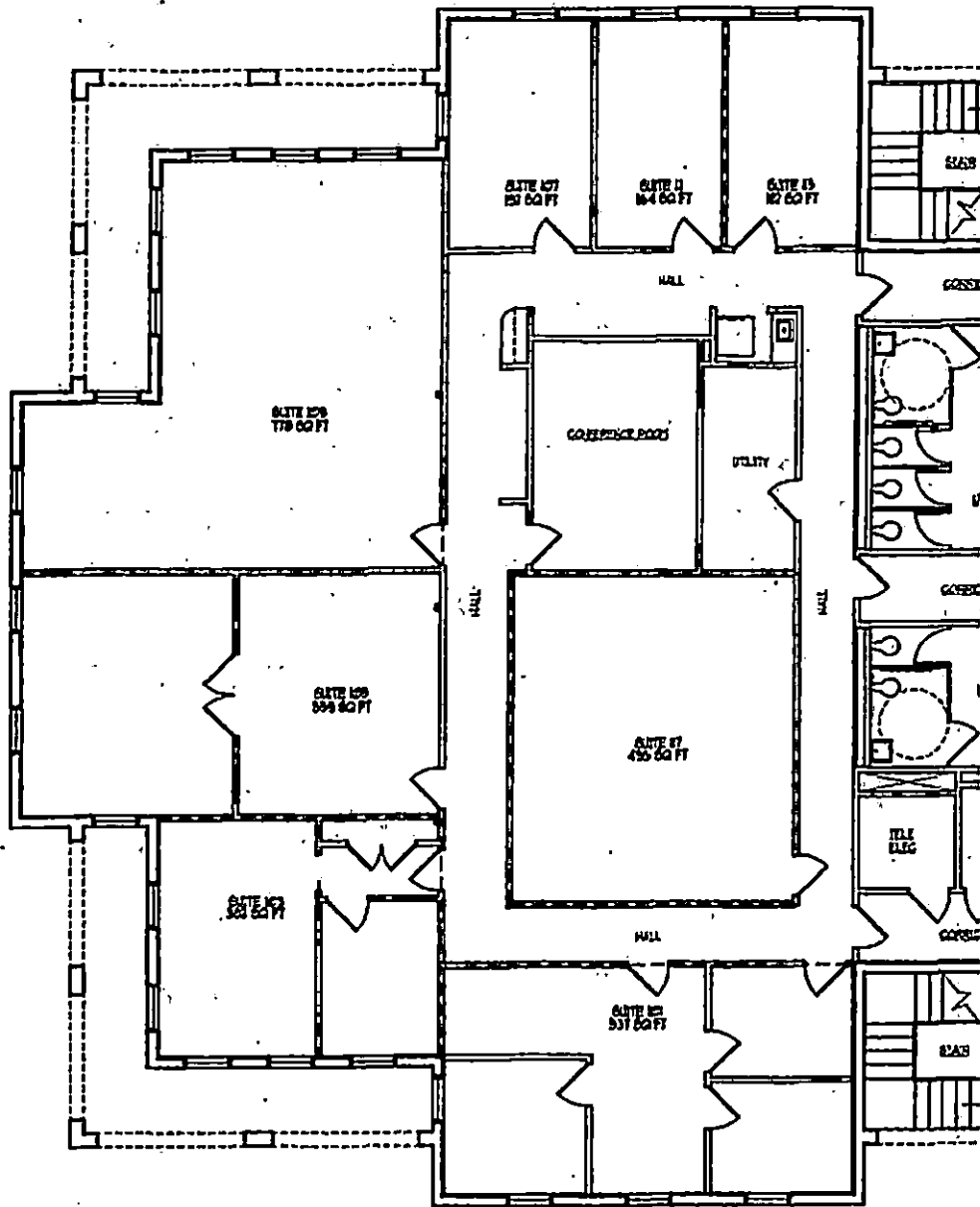
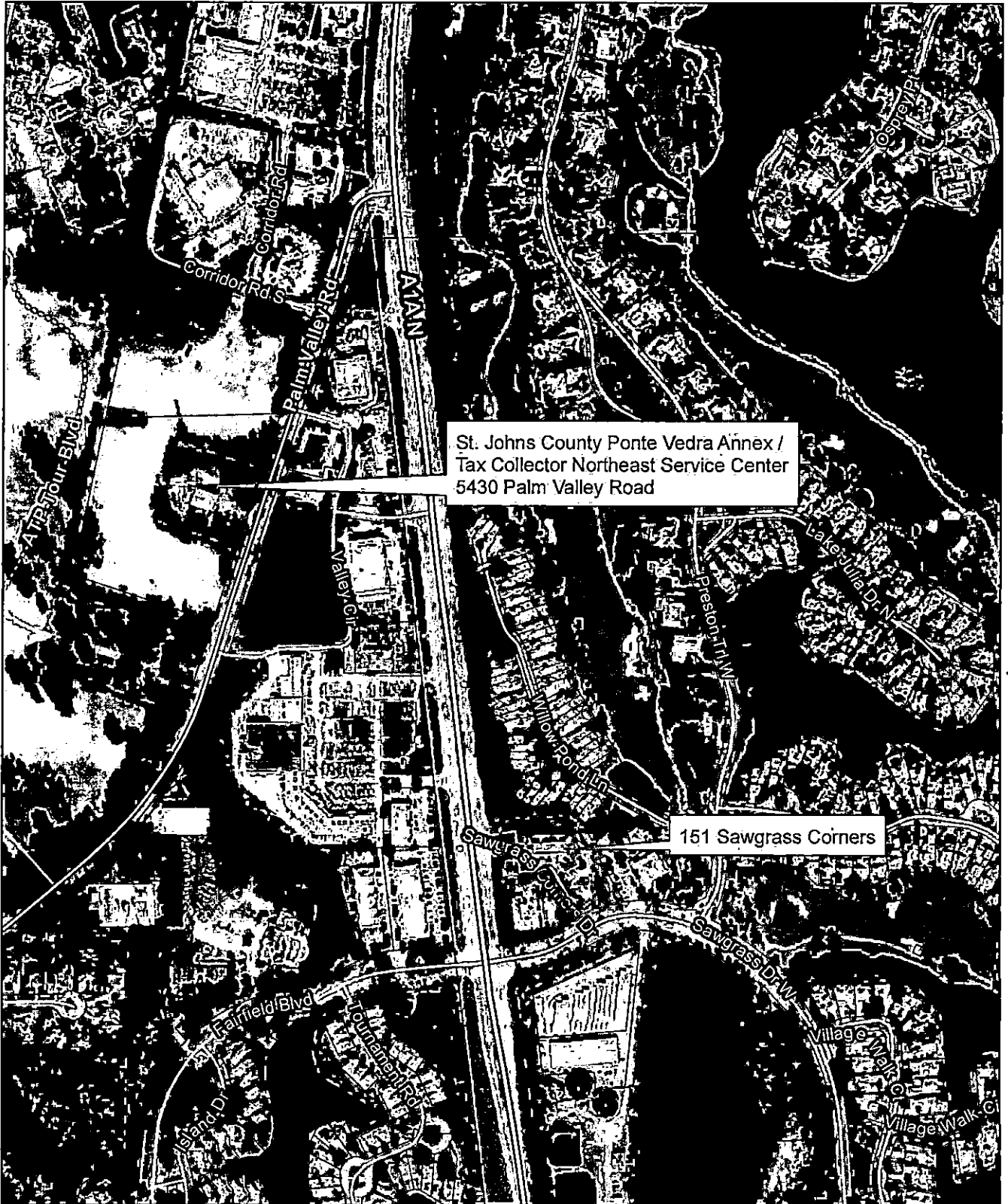
  
Deputy Clerk



EXHIBIT A PREMISES






St. Johns County Ponte Vedra Annex /  
 Tax Collector Northeast Service Center  
 5430 Palm Valley Road

151 Sawgrass Corners



  
 2013 Aerial Imagery  
 0 150 300  
 Feet  
 February 27, 2018

St. Johns County Tax Collector  
  
*Northeast Service Center*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764  
Disclaimer:  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.  
 The St. Johns County Real Estate  
 Division disclaims all responsibility  
 for the accuracy or completeness  
 of the data shown hereon.

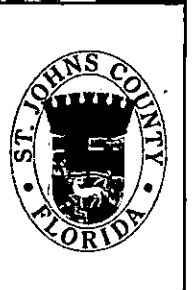


EXHIBIT "B" TO RESOLUTION

LEASE AGREEMENT

**THIS LEASE**, made and executed by and between **CHARSAN, INC.**, a corporation authorized to conduct business in the State of Florida, whose primary address is 3250 N 29<sup>th</sup> Avenue, Hollywood, Florida 33020-1313, hereinafter referred to as "Landlord" and **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 "Tenant".

**IN CONSIDERATION** of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease 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

DATE OF LEASE: \_\_\_\_\_

NAME and ADDRESS OF LANDLORD:

Charsan, Inc.  
In care of: Strategic Sites, LLC  
422 Jacksonville Drive,  
Jacksonville Beach, Florida 32250

NAME and ADDRESS OF TENANT:

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

Section 1.02: The Premises.

Landlord hereby leases to Tenant that certain property situated at 151 Sawgrass Corners Drive, Suite#100, Ponte Vedra, FL 32082, County of St. Johns, State of Florida, more particularly described in 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. Said Premises consists of approximately 4950 rentable square feet.

Section 1.03: Permitted Use.

The property leased hereby shall be used solely and exclusively as a St. Johns County Tax Collector Service Center.

Section 1.04: Scheduled Lease Term.

The term of this Lease shall be for an initial term of five (5) years commencing \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Initial Term").

Section 1.05: Option to Renew

Upon expiration of the Initial Term of this Lease or any extension provided for hereafter, and provided Tenant is not then in default of this Lease in a manner set forth in Section 8.01 hereof, Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years on the same terms and conditions as contained herein. If Tenant elects to exercise this right of renewal, Tenant shall notify Landlord in writing at least one hundred eighty (180) days prior to the end of the then current termination date.

Section 1.06: Rent.

Rent for the lease term shall be \$21.00 per square foot per year, payable in equal monthly installments. Tenant's pro-rata share of Property Insurance, Common Area Maintenance Expenses, and water/sewer are included in the rent. Tenant shall be responsible for any increases in operating expenses above the base year. (2018), but Landlord shall be responsible for providing a detailed accounting to substantiate any increases, upon reasonable request from Tenant.

Tenant shall be responsible for its pro rata share of electricity to be paid monthly in addition to rent (currently \$1.25/RSF).

All rental payments together with applicable Florida state sales tax shall be paid in advance on the first day of each month during the term hereof. All rental payments not received by the fifth (5<sup>th</sup>) day of the month shall be considered late and subject to a late fee of five hundred dollars (\$500.00). The rent shall increase annually for each year of the initial term and the first option term, on each anniversary of the commencement date by an amount equal to two and one-half percent (2 ½%) of the then current rent. The Lease Rate for the second option term shall be at the "Then Prevailing Market Rate".

Section 1.07: Condition of Premises.

The Tenant will take possession of the Premises with existing structures and together with future improvements for use as a St. Johns County Tax Collector Service Center. 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 and with the Landlord's prior written approval. Tenant accepts the premises in "as-is" condition.

Section 1.08: Licenses and Permits.

Tenant shall obtain all licenses and/or permits required by St. Johns County, Florida, as well as any State and Federal agencies.

Section 1.09: Payment of Taxes.

Lessee shall pay in full, before delinquency, all taxes, charges and assessments, if any, levied on or otherwise applicable to the Premises and on the equipment, furniture and fixtures located

thereon or as a result of the operation of Lessee's business, including sales and personal property taxes.

Section 1.10: 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, pursuant to and in accordance with the terms and 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 budget for payment under this Lease.

Section 3.03: Timely Payment.

The Tenant covenants and agrees to make timely payment to Landlord as set forth elsewhere in this Lease.

**ARTICLE 4  
UTILITIES**

Section 4.01: Parties' Respective Obligations.

At Tenant's expense, Tenant shall independently contract for, and pay all costs associated with any and all telecommunication utilities, including security system, if any, used or consumed in the Premises. Landlord shall reasonably provide all necessary and appropriate access to electric service, gas, water, sewage and solid waste removal.



**ARTICLE 5**  
**MAINTENANCE, OPERATION, IMPROVEMENTS, REPAIR**  
**AND JANITORIAL SERVICES**

Section 5.01: Maintenance by Landlord.

Landlord shall maintain, repair and keep the structural components and supporting walls, foundation, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems for the lease premises and overall building, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), parking areas, landscaping, gutters, downspouts, sprinkler systems, and all other improvements in good repair. Landlord shall maintain and provide cleanup of all parking lots and maintain any exterior flood lights on the Premises. Landlord shall be responsible pest control service on the building, updating and inspecting all fire and life safety equipment, and providing a dumpster for the building. Prompt notification of any defects or hazards should be made to Charsan, Inc. in care of Strategic Sites.

Further, Landlord shall have no duty to make any repairs within the Premises including but not limited to:

- 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, guests, licensees, assigns or customers.
- e) any Tenant maintenance obligation as set forth in Section 5.02 below.

Section 5.02: Maintenance by Tenant.

Except for Landlord's maintenance responsibilities as provided elsewhere in this Lease, Tenant, at Tenant's sole expense, shall maintain the Premises, all improvements made to the premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. Failure by Tenant to maintain the Premises as provided in this Lease may result in Landlord having to expend funds for clean-up and/or repair. If such incident occurs, then Tenant shall fully reimburse Landlord, within ten (10) business days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair. It is expressly understood that Tenant, at its sole expense, shall provide for any security monitoring, or janitorial services necessary to maintain the Premises in a clean, pleasant, sightly, sanitary and safe condition.

Section 5.03: Improvements by Tenant.

Tenant shall incur all costs associated with any and all construction build-out or improvements to the interior and/or exterior of the structure upon written consent and permission of the Landlord which shall not be unreasonably withheld. All construction on the premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments and shall be completed by a licensed and insured contractor. The above

notwithstanding, the interests of the Landlord in the premises shall not be subject to construction liens or other liens for improvements made by the Tenant.

Section 5.04: Ownership of Improvements and Fixtures.

Landlord and Tenant agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Tenant during the term of the Lease. Upon the expiration or early termination of this Lease, all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Landlord without compensation to Tenant. Upon such Lease expiration or early termination, Tenant shall execute and deliver to Landlord such Bills of Sale, Quit Claim Deeds and other documents as Landlord deems reasonably necessary to evidence such ownership by Landlord. All other equipment and personal property of Tenant, excepting fixtures permanently affixed to the Premises, shall remain the property of Tenant and may be removed from the Premises by Tenant upon the expiration or early termination of the Lease; provided, however, Tenant shall repair all injury caused to the Premises by the removal of such equipment and personal property.

Section 5.05: Surrender of Premises.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, subject to any and all construction build-out or improvements to the interior and/or exterior of the structure approved by the Landlord, reasonable wear and tear, loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant agrees to remove the two reinforced concrete block side walls comprising the vault. The two walls will be taken down to the bare slab and it shall be the responsibility of the building owner to install new walls and carpeting. Any and all property not removed from the Premises at the termination of this Lease or the end of the term of this Lease or extension hereof, will be considered to have reverted to the status of building improvements belonging to the Landlord or to have been abandoned as to any and all rights or claims of Tenant, and will be at Landlord's sole right of disposal.

Section 5.06: 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 Article.

Section 5.07: Sign Awnings and Canopies.

Landlord agrees to construct a monument sign at the A1A entrance and the Sawgrass Drive West entrances to the property no later than six (6) months following execution of this Lease Agreement. Tenant shall be allowed signage on the monument sign at Tenant's expense. Tenant shall also be allowed to install signage on the building at Tenant's expense. All signage requires prior Landlord approval and shall meet with all County and association approvals. At all times, Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

**ARTICLE 6**  
**INSURANCE AND INDEMINIFICATION**

Section 6.01: Tenant's Coverage.

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 Tenant or by any person whosoever 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 Tenant or of any occupant, subtenant, visitor or user of any portion of the Premises. 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 commercial 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.

The Landlord will not insure any property or contents stored on the property by the Tenant.

If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

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, copies of current policies and certificates of insurance including the additional insured/co-insured endorsements will be provided to Landlord, and include the name of the Tenant, the lease term, and property address. Landlord will be given thirty (30) day notice prior to cancellation or modification of 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"). Subject to the terms of this Section, 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, or if Tenant determines that it cannot conduct reasonable business on the Premises as a result of the casualty, then either the Landlord or the Tenant shall provide the other party with ninety (90) days written notice of termination of this Agreement in accordance with the requirements of Article 11.6. Under no circumstances shall Landlord be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and 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.

### Section 7.02: Landlord's Work.

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

## ARTICLE 8 DEFAULT AND REMEDIES

### Section 8.01: Tenant's Default.

If Tenant fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within ten (10) days after Landlord notifies Tenant that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord, excepting any dangerous situation which shall be resolved immediately; or
- c) 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 terms, covenants and conditions hereof; or
- d) 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) calendar 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 reasonable expenses incurred by termination occasioned by Tenant's default, including but not limited to attorney fees and costs, and the Tenant shall pay the 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:

- a) Take reasonable action within ten (10) calendar days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions as described in this Lease, excepting any dangerous situation which shall be resolved immediately; or
- b) 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) calendar days following receipt of written notice from Tenant; then, Landlord shall be in default.

Upon such default, the Tenant may terminate this Lease. In such event and upon vacation by Tenant, 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 the difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

**ARTICLE 9  
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet Without Consent.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to any third party without written consent of the Landlord, which will not be unreasonably denied.

**ARTICLE 10  
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

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, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

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, State or Local 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.

### Section 11.04: Effect of Failure to Insist on Strict Compliance.

The failure of either party to insist upon strict performance of any provision of this Lease shall not be construed as a waiver of such provision on any subsequent occasion.

### Section 11.05: Choice of Law and Venue.

This Lease shall be construed according to the laws of the State of Florida. Venue for any legal or administrative action arising under this Lease shall lie exclusively in St. Johns County, Florida.

### Section 11.06: Notice.

Any notice required to be sent according to provisions of this Lease shall be sent to the addresses set forth in Section 1.01.

## **ARTICLE 12 RADON GAS**

### Section 12.01 Radon Gas.

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

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

**Landlord:**  
**CHARSAN, INC.**

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

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

BY: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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

BY: \_\_\_\_\_  
Michael D. Wanchick  
Its County Administrator

Legal Review

By: \_\_\_\_\_  
Assistant County Attorney

EXHIBIT "A"

