

RESOLUTION NO. 2023-4

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 ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, The St. Augustine South Improvement Association (“SASIA”) has agreed to enter into a Lease Agreement with St. Johns County, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, for property located off Royal Road; and

WHEREAS, St. Johns County shall use the property solely and exclusively for public purposes including as a public park for both active and passive public recreation facilities and recreation; and

WHEREAS, this is a revocable Lease Agreement and the County can terminate the Lease with ninety (90) day written notice should it be determined that the property has become unsuitable for the intended use; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed Lease Agreement, and has determined that accepting the terms of the Lease Agreement and executing same will serve the best interests of St. Johns 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 hereby approve the terms of the Lease Agreement and authorize the County Administrator, or designee, to execute said Lease.

Section 3. 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 Lease may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to file the Lease Agreement in the Clerk's Office.

PASSED AND ADOPTED this 17th day of January, 2023.

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

BY: 

Christian Whitehurst, Chair

Rendition Date JAN 17 2023

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller



Deputy Clerk



EXHIBIT "A" TO RESOLUTION

LEASE AGREEMENT

THIS LEASE AGREEMENT made and executed this 10th day of December, 2022, by and between **THE ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION**, a not-for-profit corporation authorized to conduct business in the State of Florida, whose primary address is P.O. Box 860277, St. Augustine, Florida 32086, hereinafter referred to as LESSOR, 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 LESSEE.

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Lessor does hereby lease to the Lessee 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

NAME and ADDRESS OF LESSOR:

The St. Augustine South Improvement Association
P.O. Box 860277
St. Augustine, Florida 32086

NAME and ADDRESS OF LESSEE:

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.

Lessor hereby leases to Lessee that certain property and parking lot located at 701 and 709 Royal Road, Lots 1639 - 1647, St. Augustine, County of St. Johns, State of Florida, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; excepting and reserving a) the clubhouse, b) easements for utilities that service said clubhouse, c) installations in connection therewith, including but not limited to the sewer system, and d) use of adequate space around said exceptions for maintenance, repair and replacement thereof.

Section 1.03: Permitted Use.

The property leased hereby shall be used solely and exclusively for public purposes including, but not limited to, a public park for both active and passive public recreation facilities and activities.

Section 1.04: Hours of Operation.

The park will be open free of charge to all visitors from sunrise until sunset. The St. Johns County Sheriff's Office should be contacted regarding enforcement issues.

Section 1.05: Scheduled Lease Term.

This Lease shall be for an initial term of twenty (20) years commencing December 1, 2022 and ending on November 30, 2043 (the "Initial Term"). If either Lessor or Lessee determines at any time that the Property has become unsuitable for the intended use, ninety (90) day written notice shall be provided to the non-terminating party advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

Section 1.06: Option to Renew

Upon expiration of the Initial Term of this Lease or any extension provided for hereafter, and provided Lessee is not then in default of this Lease in a manner set forth in Section 7.01 hereof, said Lease shall be automatically extended for an additional ten (10) years, on the same terms and conditions as contained herein, providing that neither party notified the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current termination date.

Section 1.07: Rent.

No rent payment will be required under this Lease.

Section 1.08: Condition of Premises.

The Lessee will take possession of the Premises with existing parking lot for use as a public park for both active and passive public recreation facilities and activities. Any further improvements required for the Lessee's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Lessee's sole expense upon written approval of the Lessor.

Section 1.09: Licenses and Permits.

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

Section 1.10: Covenant of Ownership.

Lessor covenants to Lessee that Lessor owns the property in fee simple title and has full authority to enter into this Lease.

ARTICLE 2
LESSOR'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: Demise.

In consideration of the covenants and agreements contained in this Lease, Lessor leases the Premises, and Lessee 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 Lessee to Lessor and performing and observing all of Lessee's covenants and obligations hereunder, Lessee, 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 Lessor.

**ARTICLE 3
UTILITIES**

Section 4.01: Parties' Respective Obligations.

Lessor shall reasonably provide all necessary and appropriate access to water and sewer service and solid waste removal.

**ARTICLE 4
MAINTENANCE, OPERATION, IMPROVEMENTS, AND REPAIR**

Section 5.01: Maintenance by Lessor.

Lessor shall maintain, repair and keep the exterior flood lights and the septic tank/sewer system and pipes located on the premises in good repair. Prompt notification of any defects or hazards should be made to The St. Augustine South Improvement Association.

Lessor, 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 Lessee;
- b) the installation of Lessee's property, fixtures (trade or otherwise), equipment or inventory;
- c) Lessee'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 Lessee, its employees, agents, contractors, invitees, guests, licensees, assigns or customers.

Section 5.02: Maintenance by Lessee.

Lessee shall maintain, repair and keep all recreational facilities located on the premises in good repair. Prompt notification of any defects or hazards should be made to the St. Johns County Parks & Recreation Department in writing. Lessee shall keep the area neat and clean and remove all trash from the premises. Relative to available funding, Lessee shall maintain, repair and keep the parking lot and pavilion in good repair and shall maintain the landscaping on the leased premises, including mowing and tree maintenance.

Failure by Lessee to maintain the Premises as provided in this Lease may result in Lessor having to expend funds for clean-up and/or repair. If such incident occurs, then Lessee shall fully

reimburse Lessor, within ten (10) business days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair.

Section 5.03: Improvements by Lessee.

Lessee shall incur all costs associated with any and all improvements to the Premises upon written consent and permission of the Lessor which shall not be unreasonably withheld. All construction or improvements on the premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments. The above notwithstanding, the interests of the Lessor in the premises shall not be subject to construction liens or other liens for improvements made by the Lessee. All improvements made at the premises shall upon the expiration or earlier termination of this Lease, be the property of the Lessor if not removed within ninety (90) days or unless otherwise agreed between the parties in writing.

Section 5.04: Ownership of Improvements and Fixtures.

Lessor and Lessee agree that, excluding those exceptions items identified in Section 1.02 of this Lease Agreement, 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 Lessee 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 Lessor without compensation to Lessee. Upon such Lease expiration or early termination, Lessee shall execute and deliver to Lessor such Bills of Sale, Quit Claim Deeds and other documents as Lessor deems reasonably necessary to evidence such ownership by Lessor. All other equipment and personal property of Lessee, excepting fixtures permanently affixed to the Premises, shall remain the property of Lessee and may be removed from the Premises by Lessee upon the expiration or early termination of the Lease; provided, however, Lessee 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, Lessee shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted. Lessee must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Lessee and shall repair any damage caused thereby. Any and all property not removed from the Premises within ninety (90) days 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 improvements belonging to the Lessor or to have been abandoned as to any and all rights or claims of Lessee, and will be at Lessor'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 Lessee or its independent contractors. Lessee 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 5.07: Sign Awnings and Canopies.

At all times, Lessee shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

**ARTICLE 5
INSURANCE AND INDEMINIFICATION**

Section 6.01: Lessee's Coverage.

As a political subdivision of the State of Florida, the Lessee's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Lessee shall not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28 Florida Statutes. Accordingly, the Lessee's liability and indemnification obligations in this Lease Agreement shall be effective only to the extent expressly required by 768.28 Florida Statutes or other limitations imposed on the Lessee's potential liability under state or federal law. 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 Lessee, pursuant to this Lease, or otherwise.

The Lessee 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 Lessor will not insure any property or contents stored on the property by the Lessee.

Section 6.02: Lessor's Coverage.

Lessor, at Lessor's discretion, shall maintain adequate liability and property insurance covering the building.

**ARTICLE 6
DAMAGE AND DESTRUCTION**

Section 6.01: Fire, Explosion, or Other Casualty.

Lessee shall immediately give notice to Lessor 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 Lessor determines that it is not cost effective to repair the Premises, the damage shall

promptly be repaired by Lessor subject to this Section. If the Lessor determines that it is not cost effective to repair the Premises, Lessor shall provide Lessee ninety (90) days written notice of termination of this Agreement in accordance with the requirements of Article 7. Lessor shall not be required to repair or replace Lessee's improvements, alterations and additions, inventory, fixtures, equipment and other personal property. In the event Lessor fails to notify Lessee within 30 days after the Occurrence of the Lessor's election to either repair all damages required to be repaired by Lessor or to terminate this Lease, or in the event that the Lessor's repairs take more than 120 days from the date of notification to complete, the Lessee, at its option, may unilaterally terminate this Lease.

Section 6.02: Lessor's Work.

Upon an Occurrence, Lessor 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 Lessee.

**ARTICLE 7
DEFAULT AND REMEDIES**

Section 7.01: Lessee's Default.

If Lessee fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Lessor from Lessee hereunder within thirty (30) days after Lessor notifies Lessee that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Lessor; or
- c) Take appropriate action within ten (10) days of receipt of written notice from Lessor requesting Lessee to remedy Lessee'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 Lessee's obligations hereunder and shall not have cured the default to the satisfaction of the Lessor within fifteen (15) calendar days following receipt of written notice from the Lessor; then, the Lessee shall be in default.

Upon such default, the Lessor may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Lessee shall be responsible for reasonable expenses incurred by termination occasioned by Lessee's default, and the Lessee 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 Lessee to Lessor under this Lease shall cease. Lessor shall use its best efforts to promptly obtain replacement Lessees at a fair rental.

Section 7.02: Lessor's Default.

If Lessor fails to:

- a) Take reasonable action within ten (10) calendar days of receipt of written notice from Lessee requesting Lessor to remedy Lessor's failure to perform any of the terms, covenants and conditions as described in this Lease; or
- b) Conform to the Lease provisions and is otherwise in breach of Lessor's obligations hereunder and shall not have cured such failure within fifteen (15) calendar days following receipt of written notice from Lessee; then, Lessor shall be in default.

Upon such default, the Lessee may terminate this Lease. In such event and upon vacation by Lessee, Lessor shall be responsible for all reasonable expenses, including temporary storage, incurred by Lessee. In addition, upon such termination occasioned by Lessor's default and upon vacation of the Premises by the Lessee, the Lessor shall pay the Lessee 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 Lessor to Lessee under this Lease shall cease.

Section 7.03: Termination of Lease.

If the Lessor, 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 Lessor shall give ninety (90) day written notice to Lessee advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period. Provision of such notice shall not be considered an event of default on the part of the Lessor, even if such notice is issued in response to a request for repairs or maintenance by the Lessee.

**ARTICLE 8
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 8.01: Covenant Not to Assign or Sublet Without Consent.

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

**ARTICLE 9
HAZARDOUS SUBSTANCES**

Section 9.01: Hazardous Substances.

- a) Neither Lessee, nor any permitted assignee, licensee or other person or entity acting at the direction or with the consent of Lessee 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 Lessor. Notwithstanding the above, Lessee may locate up to two locked medical waste containers

outside of and adjacent to the leased premises. Such containers are to be maintained in accordance with appropriate regulatory standards.

- 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, State or Local law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

ARTICLE 10 MISCELLANEOUS

Section 10.01: 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 10.02: 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 10.03: 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 10.04: 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 10.05: 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 10.06: 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.

Section 10.07: Hours of Operation.

Royal Road Park will be open daily, from dawn until dusk. All enforcement will be handled by the St. Johns County Sheriff's Office.

**ARTICLE 11
RADON GAS**

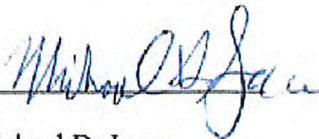
Section 11.01 Radon Gas.

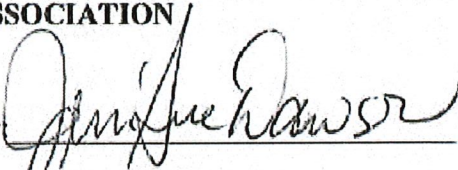
Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional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

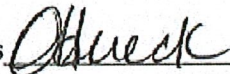
IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Lessor:

**ST. AUGUSTINE SOUTH IMPROVEMENT
ASSOCIATION**

Witness 
Print: Michael D. Jones

By 
Print: Jerri Sue Dawson

Witness 
Print: Oonna V. Hueck

Title: President

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

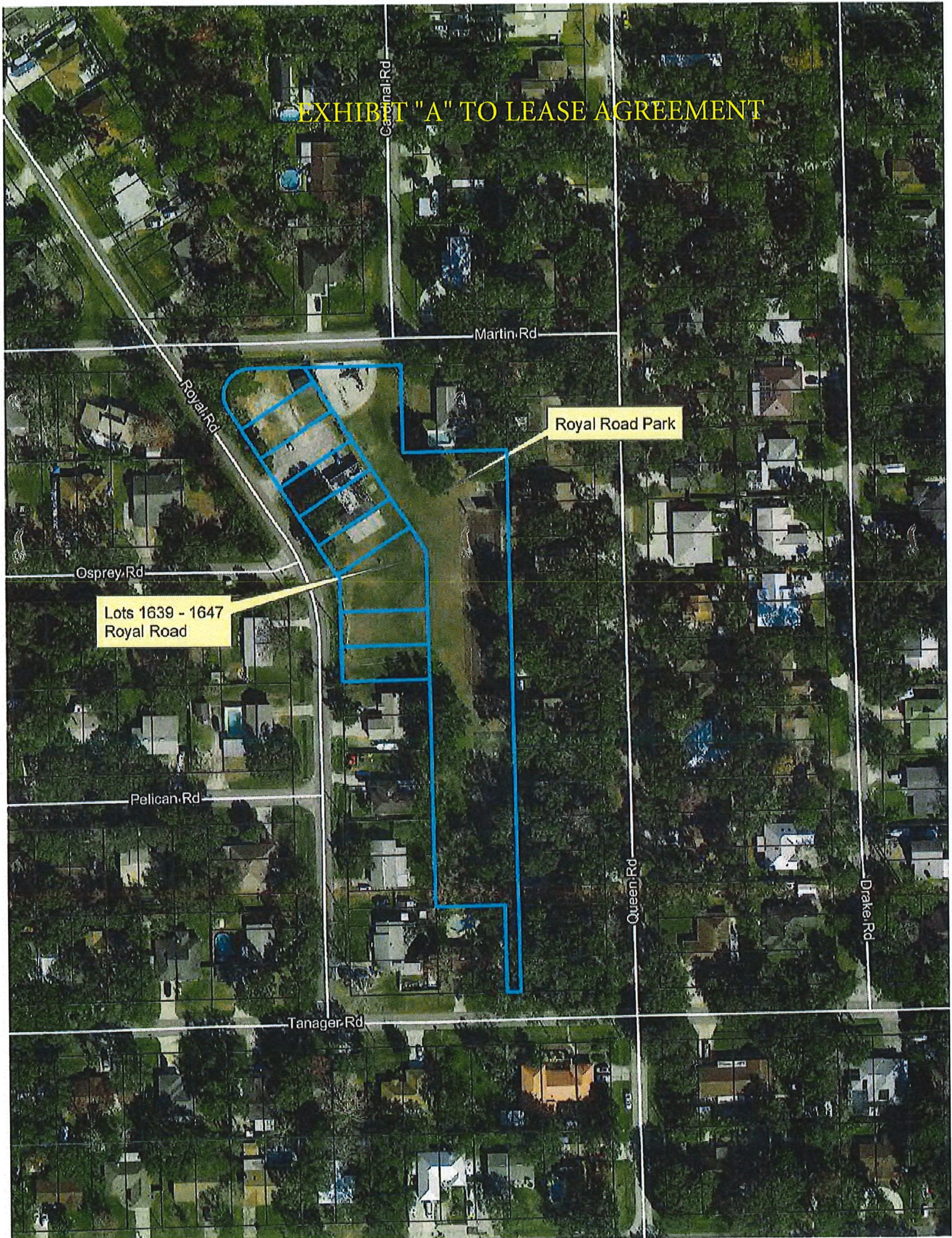
Witness _____
Print: _____

By: _____
Hunter S. Conrad
County Administrator

Witness _____
Print: _____

Legal Review
By: _____
Assistant County Attorney

EXHIBIT "A" TO LEASE AGREEMENT



Lots 1639 - 1647
Royal Road

Royal Road Park

Cardinal Rd

Martin Rd

Royal Rd

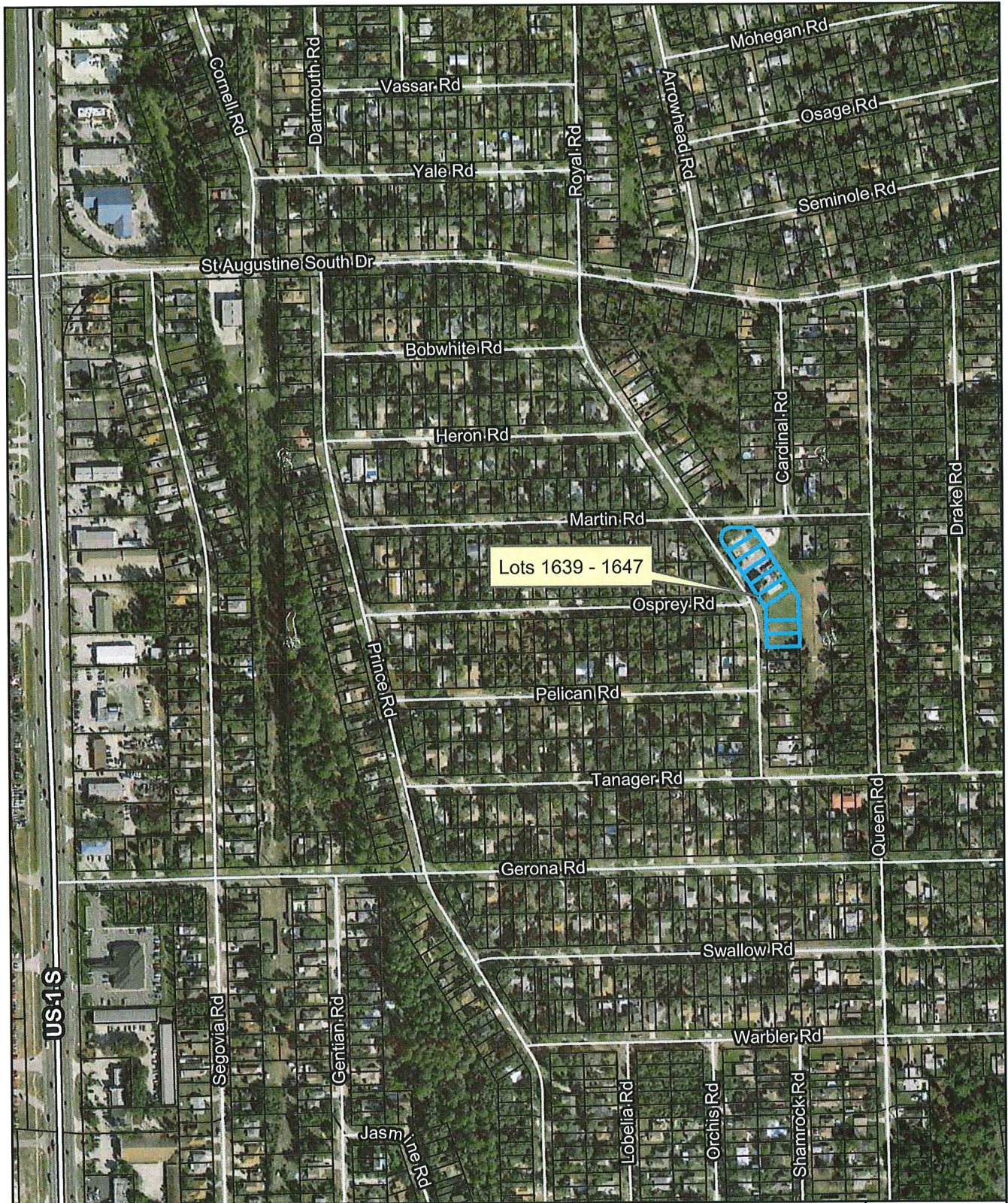
Osprey Rd

Pelican Rd

Tanager Rd

Queen Rd

Drake Rd



2013 Aerial Imagery
 0 150 300
 Feet
 November 4, 2022

Lease Agreement
*The St. Augustine South
 Improvement Association*

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.

