

**RESOLUTION NO. 2024-410**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND TERMS AND CONDITIONS OF THREE (3) COMMERCIAL AND INDUSTRIAL LEASE AGREEMENTS BETWEEN ST. JOHNS COUNTY SHERIFF'S OFFICE AND MEADOWS COMMERCIAL PROPERTIES, INC., AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE ASSIGNMENTS OF LEASE ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the St. Johns County Sheriff's Office and Meadows Commercial Properties, Inc. previously entered into three (3) Commercial and Industrial Leases for rental of warehouse space of Agricultural Center Drive; and

**WHEREAS**, Section 15 of the Commercial and Industrial Lease agreements provide that Tenant shall not sell, assign, mortgage, pledge, encumber, hypothecate or in any manner voluntarily or involuntarily transfer the Lease or any estate or interest therein, nor rent the leased premises or any part thereof or grant any license or concession therein without the written consent of Landlord, prior to such act in each instance; and

**WHEREAS**, a representative for the property owner and the St. Johns County Sheriff's Office have executed the Assignments of Lease, attached hereto as Exhibits "A", "B" and "C" and by reference incorporated herein; and

**WHEREAS**, St. Johns County and the St. Johns County Sheriff's Office have agreed that St. Johns County shall assume financial responsibility for these lease agreements.

**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 Assignments of Lease and authorizes the County Administrator, or designee, to execute said agreements.

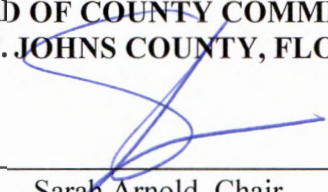
**Section 3.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk of the Court of St. Johns County is instructed to file the original Assignments of Lease in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1st day of October, 2024.

Rendition Date OCT 07 2024

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

BY:   
Sarah Arnold, Chair

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

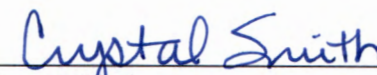
  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE ("Assignment") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the St. Johns County Sheriff's Office, 4015 Lewis Speedway, St. Augustine, Florida 32084 ("Assignor"), St. Johns County, Florida, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084 ("Assignee") and Meadows Commercial Properties, Inc., 4141 Southpoint Drive East, Suite B, Jacksonville, Florida 32216 ("Lessor").

**PRELIMINARY STATEMENT**

Assignor is the Lessee under that certain Commercial and Industrial Lease dated July 08, 2022, with Lessor, a copy of which is attached as Exhibit A (the "Lease"), concerning the real property located 3530 Agriculture Center Drive, Suite 208, St. Augustine, Florida 32092 (the "Leased Property"). Assignor desires to assign the Lease to Assignee, and Assignee and Lessor desire for Assignee to assume the Lease.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Assignor, Assignee and Lessor hereby agree as follows:

The Parties acknowledge the truth and accuracy of the statements provided in the Preliminary Statement hereto.

**INCORPORATION OF RECITALS:** The foregoing Recitals are incorporated by reference the same as if fully set forth herein.

**TRANSFER AND ASSIGNMENT:** Assignor hereby transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease. By its assumption hereof as evidenced in the following paragraph, Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to all claims arising under the Leases out of occurrences from and after the Effective Date (including, without limitation court costs and attorneys' fees through all appellate levels, and post-judgment proceedings).

**ASSUMPTION OF OBLIGATIONS:** Assignee hereby assumes all of the obligations and duties of Assignor under the Lease for that period of time from and after the Effective Date.

**RELEASE OF ASSIGNOR:** Assignor is hereby released and discharged from any and all obligations, claims and responsibilities under the Lease.

**NOTICES:** Any notice or request by either party to the other shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, or by national recognized overnight courier service to the parties at the following addresses:

If to Lessor at: Meadows Commercial Properties, Inc.  
4141 Southpoint Drive East, Suite-B  
Jacksonville, Florida 32216

If to Assignee at: St. Johns County, Florida  
500 San Sebastian View  
St. Augustine, Florida 32084  
Attention: County Administrator

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing. Notices or communications served by overnight courier shall be effective on the next business day after delivery to such overnight courier service. Any person may change the place that notices and demands are to be sent by written notice delivered in accordance with this Lease.

**COMPLIANCE WITH APPLICABLE LAW:** Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its operation of the Premises, including, but not limited to, any emergency order issued in connection with a federal, state, or local state of emergency.

**NO FURTHER MODIFICATION:** Except as expressly amended and modified herein, all other provisions of the Lease shall remain in full force and effect without modification.

**ADMINISTRATIVE FEES AND EXPENSES:** Assignee agrees to pay all administrative fees and expenses required by the Lessor in connection with this Assignment.

**GOVERNING LAW:** This Assignment shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties hereto, and shall be governed by the substantive laws of the State of Florida. Venue for any action arising under this Assignment shall lie exclusively in St. Johns County, Florida.

**COUNTERPARTS:** This Assignment may be executed in counterparts. Each such counterpart, when executed and delivered, shall be an original, but all such counterparts together shall constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Executed signature pages may be delivered by facsimile or e-mail and, when so delivered, shall have the same force and effect as an original.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***  
***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

**CONSENT TO ASSIGNMENT**

St. Johns County Sheriff's Office hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNOR:  
ST. JOHNS COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Matthew D. Cline  
General Counsel

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of St. Johns County Sheriff's Office, on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]

**CONSENT TO ASSIGNMENT**

St. Johns County, Florida hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNEE:  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joy Andrews, who is County Administrator of St. Johns County, Florida, on behalf of said company. Such person is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]



**CONSENT TO ASSIGNMENT**

Meadows Commercial Properties, Inc. hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

LESSOR:  
Meadows Commercial Properties, Inc.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of Meadows Commercial Properties, Inc., on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]

EXHIBIT "A"

LEASE

(Exhibit begins on next page)



4/2/22 SJC  
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## COMMERCIAL AND INDUSTRIAL LEASE

THIS LEASE made and entered into this 8th day of July, 2022, by and between MEADOWS COMMERCIAL PROPERTIES, INC., a Florida Corporation, Landlord, and St. Johns County Sheriff's Office, Tenant. A Florida state statutory /contitutional office.

### WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

#### A. DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all of those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises situate, lying and being in the State of Florida, County of St. Johns, City of St. Augustine, located at 3530 Agricultural Center Drive, Suite 208, zip code 32092, and more fully described as follows:

A **Two Thousand (2,000) square foot** office/warehouse located in a multi-tenant building located on a parcel of land in Section 7, Township 7 South, Range 29 East, St. Johns County, Florida, along with other buildings belonging to the Landlord.

#### B. TERM AND DELIVERY OF PREMISES:

**TO HAVE AND TO HOLD** said premises unto Tenant for a term of Three (3) Years beginning on the 1<sup>st</sup> day of June, 2022, and ending on the 31<sup>st</sup> day of May, 2025.

It is further agreed and understood that if Landlord is unable to deliver possession of the demised premises to the Tenant at the commencement of the term of this lease because of the retention of possession thereof by other parties than Landlord, or because Landlord is unable to get the premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this lease shall not terminate, provided however, that Tenant shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the premises to Tenant at the commencement of the within term. It is anticipated that possession may be had on June 1, 2022; however, if for any reason Landlord fails to give possession of the demised premises on JUNE 1, 2022 then this lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had by July 1, 2022 or Tenant may terminate this lease by written notice. If the term of this lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the term provided for in this lease shall be extended so as to cause the expiration of the term to be on the last day of the month of the term. Nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of premises.

**C. COVENANTS AND CONDITIONS OF LEASE:**

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant agrees to pay as rental to Landlord the annual sum of TWENTY Thousand and 04/100 Dollars (\$ 20,000.04 ) No Sales Tax, said sum to be in lawful money of the United States, payable in equal monthly installments of Sixteen Hundred Sixty Six and 67/100 Dollars (\$ 1,666.67) No Sales Tax. Rent shall be adjusted at the beginning of each lease year as shown in Exhibit "A". Said rental shall be payable monthly in advance to the office of Meadows Commercial Properties, Inc., 4141 Southpoint Dr. EAST Suite B, Jacksonville, FL 32216.

Rent is due on the First day of each month and shall not be withheld for any reason whatsoever.

In the event Tenant shall fail to pay each rental on the due date or within Ten (10) days thereafter, a late charge of ten dollars (\$10.00) per day plus Sales Tax from the second day of the month of the past due rental shall be added to the rental and paid to the Landlord for each such late payment, and the same shall be treated as additional rent.

As additional rent, the Tenant shall pay Taxes and other Assessments as specified in C.8. of this Lease. If required by law.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the leased premises and shall use the leased premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord first had and obtained: Office and warehouse, storage of Paper Forms and uniforms.

3. **INCREASING INSURANCE RISK:** Tenant will not permit said demised premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. In the event insurance premium is increased, over the insurance in effect at the time just prior to the commencement of the term of this lease, due to Tenant's occupancy, Tenant agrees to pay the amount of such increase as additional rent. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the leased premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by this lease. Tenant will promptly execute and comply with all rules, orders, regulations and recommendations of the Southeastern Underwriters Association and/or the representatives of the insurance company insuring demised premises.

4. **CONDITION OF THE PREMISES:** Tenant has inspected and accepts the leased premises in their present condition. Tenant agrees if, during said term, Tenant shall change the usual method of conducting Tenant's business on the leased premises, or should Tenant install thereon or therein any new facilities, Tenant will, at the cost and expense to Tenant, make alterations or improvements in or to the demised premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

5. **REPAIR AND CARE OF BUILDING BY TENANT:** Tenant shall, throughout the initial term of this lease and any renewals thereof, at its own expense, maintain in good order and repair the leased premises, including the building and other improvements thereon, except those repairs expressly required to be made by Landlord. Such repairs by Tenant shall include as applicable, but are not



limited to, repairs to electrical and plumbing systems and fixtures, air conditioning and heating system (including spring and fall servicing as recommended by manufacturer, and replacement of filters as necessary), loading doors, and passage doors. Tenant shall also maintain pest control inspection and treatment of premises as required. Tenant agrees to return said premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted. If any part of the exterior or interior of the premises is injured or damaged by any breaking and/or entering said premises, or by any attempt to break and/or enter said premises, Tenant agrees to promptly make all necessary repairs so as to restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter.

**6. REPAIR AND CARE OF BUILDING BY LANDLORD:** Landlord agrees to keep in good repair the roof, latent defects in foundations, and exterior walls of the premises (exclusive of all glass and all exterior doors) and underground utility pipes outside the exterior walls of the building. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect the premises. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect. Landlord shall not be obligated to make any repair required of it until notice in writing from Tenant of need for same. Landlord shall have a reasonable time in which to make such repair.

**7. ALTERATION OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Tenant may, with written consent of Landlord, but at its own cost and expense in a good, workmanlike manner, make such alterations and repairs in the building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the demised premises. Any alterations or improvements to the leased premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall be maintained by the Tenant, and at the option of the Landlord, may become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent, due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease or any extension thereof, Tenant shall remove such shelves, bins and machinery and repair in a good and workmanlike manner all damage done to the leased premises by such removal. Tenant shall not exercise the right and privilege granted by this Article 7 in such manner as to not damage or affect the structural qualities of the building. No penetration of firewalls by any form of attachment, without first getting written consent of Landlord.

**8. PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the described premises existing at the commencement of this Lease. However, Tenant shall pay as additional rent any and all increases in the taxes, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the demised premises or both.



Such payment shall be made by Tenant to Landlord no later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase.

Failure to do so will result in the late charge, C.1., Page 2 being applied. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the Lease term. For the purpose of this covenant, it is agreed that the premises demised hereunder contains 2,000 square feet and the rentable area of the buildings is 61,100 square feet.

In the event that any documentary stamp tax, sales tax or use tax is levied on the rental, leasing or letting of the premises whether local, state, or federal, the cost thereof shall be borne by the Tenant.

**9. SUBORDINATION OF LEASE:** Tenant's rights under this Lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Landlord.

**10. CONDEMNATION:** If the whole of the leased premises, or such portion thereof as will make premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of the said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages caused by condemnation from the condemnor. If only a portion of the premises are taken so as not to render the premises untenable, this Lease shall continue in force as to the remaining portion of the demised premises and in such event the rental thereafter payable by Tenant shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the condemnation, and Landlord shall at its own expense, make such repairs and alterations made necessary by condemnation. In those states where separate awards are made to the Landlord and Tenant, it is agreed that neither Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

**11. SIGNS:** No awnings, sign or signs shall be attached to, painted on, or erected on the exterior of the premises by the Tenant, without the written consent of the Landlord having first been obtained. Tenant will be allowed to install signage next to the entrance doors of Suite 208, identifying the name of its business, and similar to such signs displayed by other tenants in the building. The Tenant will be assigned a space on the Landlord's monument sign along Agricultural Center Drive, and the Tenant may install signage in the designated sign space.

**12. GLASS:** Tenant agrees to immediately replace all glass broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged, except breakage covered under Landlord's normal fire and extended coverage insurance policy.

**13. RIGHT OF ENTRY BY LANDLORD:** Tenant at any time during this Lease shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. Sixty(60) days prior to the expiration of this Lease, Landlord may post suitable notice on the



demised premises that the same are "For Rent" and may show the premises to prospective tenants as reasonable times. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant.

No entry, re-entry or other act of the Landlord shall be deemed to be acceptance by the Landlord of a surrender of the leased premises or a surrender of the Tenant's term of this Lease unless the Landlord shall admit or acknowledge in writing that such entry or other act is to be taken as a surrender.

**14. PAYMENT OF UTILITIES:** Tenant shall contract and pay all charges for gas, electricity, heat, telephone service and other utilities used on the leased premises.

**15. ASSIGNMENT:** Tenant shall not sell, assign, mortgage, pledge, encumber, hypothecate or in any manner voluntarily or involuntarily transfer this Lease or any estate or interest therein, nor rent the leased premises or any part thereof or grant any license or concession therein without the written consent of Landlord, prior to such act in each instance. Landlord's consent shall not be construed to release, alter or modify in any way the obligation of the original Tenant or any guarantor or surety. Consent by Landlord to one assignment of this Lease or any other lease or to one subletting of this Lease or any other lease shall not be a waiver of Landlord's right under this paragraph as to any subsequent assignment or subletting.

Landlord's rights to assign this Lease to any party for any purpose are, and shall remain, absolute and unrestricted.

**16. DAMAGE OR DESTRUCTION:** If the demised premises or any part thereof shall be damaged by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenantable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. costing in excess of \$20,000.00) of the building on the demised premises, Landlord or Tenant may elect to terminate this Lease by written notice to the other which notice must be given within thirty (30) days after the occurrence of such damage or destruction.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

The Tenant will maintain such insurance against fire and all other hazards as shall be necessary to cover all of the property of the Tenant and all other persons or parties whomsoever from time to time brought upon or kept upon the leased premises. Such insurance shall be maintained for the joint benefit of the Landlord, the Tenant and such other persons. Such insurance shall be maintained in a form which prevents subrogation of the insurer to any rights the Tenant might otherwise have against the Landlord in the absence of the duty hereby imposed upon the Tenant to maintain such insurance.

**17. INJURIES AND PROPERTY DAMAGE:** The Tenant will indemnify the Landlord against all liabilities, damages, and other expenses, including reasonable architects' and attorneys' fees, which

may be imposed upon, incurred by, or asserted against the Landlord by reason of any of the following occurring during the term of this Lease:

(a) Any use or condition of the leased premises or any part thereof; and further any use or condition of any street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises which, but for the Tenant's occupancy or use of the leased premises, would not be imposed upon, incurred by, or asserted against the Landlord.

(b) Any negligence on the part of Tenant or its agents, contractors, licensees, or invitees.

(c) Any personal injury or premises damage occurring on or about the leased premises and any personal injury or premises damage occurring on or about any adjoining street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises, which, but for the Tenant's occupancy or use of the leased premises, would not be imposed upon, incurred by, or asserted against the Landlord.

(d) Any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by the Tenant hereunder. If any action or proceedings is brought against the Landlord by reason of any such occurrences, the Tenant upon written notice from the Landlord, will at the Tenant's expense resist or defend such action or proceedings by counsel approved in writing by the Landlord, such approval not to be withheld unreasonably.

Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord (**Landlord shall be specifically named as an "Additional Insured"**) with minimum limits as follows:

<b>BODILY INJURY</b>	<b>\$1,000,000 EACH PERSON</b>
	<b>\$1,000,000 EACH ACCIDENT</b>
<b>PROPERTY DAMAGE</b>	<b>\$100,000</b>

Such insurance may, at Tenant's election be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium and provision for notification of Landlord upon cancellation, shall be deposited with Landlord. Tenant shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

**18. SURRENDER OF PREMISES:** Tenant agrees to deliver all keys and to surrender the leased premises at the expiration, or sooner termination, of this Lease, or any extension thereof, broom-clean in the same condition as when said premises were delivered to Tenant, or as altered, pursuant to the provision of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when said premises were delivered to Tenant. Tenant agrees that, if Tenant does not surrender to Landlord, at the expiration of this Lease, or sooner termination, said leased premises, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said leased premises and in addition Tenant will pay to Landlord two times the stated monthly rental, per month, during the hold-over period.

**19. ORDINANCES:** Tenant shall promptly execute and comply with all statues, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government, and of any and



all their Departments and Bureaus, applicable to said premises for the correction, protection, abatement of nuisances or other grievances, in upon or connected said premises, during said term.

**20. QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the demised premises throughout the term of this Lease.

**21. WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

**22. DEFAULT:** If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after (15) days prior notice to Tenant, make performance for Tenant and for the purpose advance such amounts as may be necessary. Any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, agreement, obligation, or provision of this Lease or in defending any action to which Landlord may be subjected by reason of any such failure for any reason of this Lease shall be deemed to be additional rent for the leased premises and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due.

If Tenant shall make default in fulfillment of any of the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such defaults shall continue for a period of thirty (30) days after notice, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing or intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

**23. DEFAULT IN RENT, INSOLVENCY OF TENANT:** If Tenant shall default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of three (3) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under an authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created



hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

24. **ENFORCEMENT:** In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

25. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

26. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest, except as expressly otherwise hereinbefore provided.

27. **LIENS:** Tenant agrees not to permit any lien for moneys owed by Tenant to remain against the lease premises for a period of more than thirty (30) days following notification of the same by Landlord to Tenant; provided, however, that nothing herein contained shall prevent Tenant in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm, or corporation growing out of Tenant's operation of the demised premises or costs of improvements by Tenant on the said premises, and the postponement of payment of such claim or claims, until such contest shall be finally decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after notification of the same by Landlord to Tenant, Landlord may at its option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the leased premises which Tenant is obligated hereunder to pay and which may or might become a lien on such premises. Tenant agrees to repay any sums so paid by Landlord upon demand thereof, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

28. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation



called "Tenant". Words of any gender used in this Lease shall be held to include any other gender, and words in singular number shall be held to include the plural when the sense requires.

29. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

30. **COMMISSIONS:** Landlord and Tenant acknowledges that that no Broker or commissions are assigned or committed to this Lease Agreement.

31. **NOTICES:** Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing, and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice by certified mail, postage prepaid, return receipt requested, to the address as follows: To the Landlord at the following address: 4141 Southpoint Dr. EAST, SUITE -B, JACKSONVILLE, FLORIDA 32216 . To the Tenant at the following address: The Leased Premises or to such other address as either party may from time to time designate by written notice given to the other by certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited and certified in any United States Post Office or Branch Post Office.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

a. The Tenant shall not, without Landlord's consent, keep any substances designated as, or containing, components designated as hazardous, dangerous, toxic, or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance on or around the premises and common area. Tenant is responsible for providing Life Services and Rodent Control.

The Tenant shall be completely liable to the Landlord for any and all cleanup costs and any and all other charges, fee, or penalties relating to the use, disposal, transportation, generation, or sale of hazardous substances on the premises.

TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE.

b. The first month's rent of \$1,666.66 No sales tax for a Total of \$1,666.66 will be paid to the Landlord when the lease is executed by the Tenant.

c. Landlord shall pay for the water, sewer and a dumpster for office trash only removal. Production trash will require Tenant supplied dumpster. Landlord will supply space for dumpster.

d. Landlord guarantees the plumbing and HVAC systems to be in operating condition for a period of ninety (90) days from the date possession is given the Tenant. Such guarantee does not include malfunctions or damage caused by abuse of the equipment by the Tenant, his employees, invitees, and/or customers.

e. In reference to paragraphs C.5, and C.6. as they shall apply to the existing heating and air conditioning system, the Landlord and Tenant further agree that should an individual repair cost in excess of Six Hundred Dollars (\$600.00), the Landlord shall pay for the repair of the equipment. An individual repair is defined for the purposes of this lease as being the cause of the stoppage of the equipment on a single occasion. Should Landlord and Tenant decide it is in their best interest to replace

the air handler/evaporator and/or the condensing unit, the Tenant shall pay Six Hundred Dollars of the cost and the Landlord shall pay the balance.

f. No signs (other than those signs identified in Section C.11) shall be erected or attached to the building without the Landlord's prior approval.

g. A Security Deposit of one month's rent, will not be imposed on Tenant.

h. Landlord agrees to provide exclusive parking for tenant directly in front of the leased property and within the boundary of that leased property, additional flow over parking is available at the Boulevard Island.

i. Tenant is lawfully exempt from all tax requirements of paragraph C.8. Should Tenant transfer or assign this Lease all requirements of C.8. will immediately be legally binding and in force.

**WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**WITNESS AS TO LANDLORD:**

**LANDLORD:**

**MEADOWS COMMERCIAL PROPERTIES, Inc.**

1. Evelyn M DeVenuta  
Print Name Evelyn M DeVenuta

2. Yvonne Griffin  
Print Name Yvonne Griffin

By: Joseph DeVenuta Sr.  
Joseph DeVenuta Sr., VicePresident

**WITNESS AS TO TENANT:**

**TENANT: St. Johns County Sheriff's Office**

1. Yvonne Griffin  
Print Name Yvonne Griffin

2. Larry Durdan  
Print Name Larry Durdan

By: Perry Haganan  
Perry Haganan, General Services Director

# St. Johns County Sheriff's Office

## EXHIBIT - A RENTSCHEDULE

4,000 sf	Monthly Rent	Monthly Inc.Tax	Yr Base	
Lease Yr 1-3				
1	\$ 1,666.67	Tax Exempt	\$13,333.36	Oct. 01, 2022 - Through - May. 31, 2023 (8-mths) *
2	\$ 1,750.00		\$21,000.00	Jun. 01, 2023 - Through - May. 31, 2024
3	\$ 1,837.50		\$22,050.00	Jun. 01, 2024 - Through - May. 31, 2025

### Suite: 208

\*\*\*Yearly percentage Inflation Rate Increases 5% after first year.

\* 4 - Rent Free Months = \$6,666.68

EXHIBIT "B" TO RESOLUTION

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE ("Assignment") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the St. Johns County Sheriff's Office, 4015 Lewis Speedway, St. Augustine, Florida 32084 ("Assignor"), St. Johns County, Florida, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084 ("Assignee") and Meadows Commercial Properties, Inc., 4141 Southpoint Drive East, Suite B, Jacksonville, Florida 32216 ("Lessor").

**PRELIMINARY STATEMENT**

Assignor is the Lessee under that certain Commercial and Industrial Lease dated July 08, 2022, with Lessor, a copy of which is attached as Exhibit A (the "Lease"), concerning the real property located 3530 Agriculture Center Drive, Suite 206 and 207, St. Augustine, Florida 32092 (the "Leased Property"). Assignor desires to assign the Lease to Assignee, and Assignee and Lessor desire for Assignee to assume the Lease.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Assignor, Assignee and Lessor hereby agree as follows:

The Parties acknowledge the truth and accuracy of the statements provided in the Preliminary Statement hereto.

**INCORPORATION OF RECITALS:** The foregoing Recitals are incorporated by reference the same as if fully set forth herein.

**TRANSFER AND ASSIGNMENT:** Assignor hereby transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease. By its assumption hereof as evidenced in the following paragraph, Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to all claims arising under the Leases out of occurrences from and after the Effective Date (including, without limitation court costs and attorneys' fees through all appellate levels, and post-judgment proceedings).

**ASSUMPTION OF OBLIGATIONS:** Assignee hereby assumes all of the obligations and duties of Assignor under the Lease for that period of time from and after the Effective Date.

**RELEASE OF ASSIGNOR:** Assignor is hereby released and discharged from any and all obligations, claims and responsibilities under the Lease.

**NOTICES:** Any notice or request by either party to the other shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, or by national recognized overnight courier service to the parties at the following addresses:



If to Lessor at: Meadows Commercial Properties, Inc.  
4141 Southpoint Drive East, Suite-B  
Jacksonville, Florida 32216

If to Assignee at: St. Johns County, Florida  
500 San Sebastian View  
St. Augustine, Florida 32084  
Attention: County Administrator

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing. Notices or communications served by overnight courier shall be effective on the next business day after delivery to such overnight courier service. Any person may change the place that notices and demands are to be sent by written notice delivered in accordance with this Lease.

**COMPLIANCE WITH APPLICABLE LAW:** Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its operation of the Premises, including, but not limited to, any emergency order issued in connection with a federal, state, or local state of emergency.

**NO FURTHER MODIFICATION:** Except as expressly amended and modified herein, all other provisions of the Lease shall remain in full force and effect without modification.

**ADMINISTRATIVE FEES AND EXPENSES:** Assignee agrees to pay all administrative fees and expenses required by the Lessor in connection with this Assignment.

**GOVERNING LAW:** This Assignment shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties hereto, and shall be governed by the substantive laws of the State of Florida. Venue for any action arising under this Assignment shall lie exclusively in St. Johns County, Florida.

**COUNTERPARTS:** This Assignment may be executed in counterparts. Each such counterpart, when executed and delivered, shall be an original, but all such counterparts together shall constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Executed signature pages may be delivered by facsimile or e-mail and, when so delivered, shall have the same force and effect as an original.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***  
***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

**CONSENT TO ASSIGNMENT**

St. Johns County Sheriff's Office hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNOR:  
ST. JOHNS COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Matthew D. Cline  
General Counsel

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of St. Johns County Sheriff's Office, on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]



**CONSENT TO ASSIGNMENT**

St. Johns County, Florida hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNEE:  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by Joy Andrews, who is County Administrator of St. Johns County, Florida, on behalf of said company. Such person is personally known to me.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires:\_\_\_\_\_  
[Notary Seal]

**CONSENT TO ASSIGNMENT**

Meadows Commercial Properties, Inc. hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

LESSOR:  
Meadows Commercial Properties, Inc.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of Meadows Commercial Properties, Inc., on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]

EXHIBIT "A"

LEASE

(Exhibit begins on next page)

4/712 5180  
206,207 0594

## COMMERCIAL AND INDUSTRIAL LEASE

THIS LEASE made and entered into this 8th day of July, 2022, by and between MEADOWS COMMERCIAL PROPERTIES, INC., a Florida Corporation, Landlord, and St. Johns County Sheriff's Office. Tenant. A Florida state statutory /contitutional office.

### WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

#### A. DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all of those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises situate, lying and being in the State of Florida, County of St. Johns, City of St. Augustine, located at 3530 Agricultural Center Drive, Suites 206 & 207, zip code 32092. and more fully described as follows:

A **Four Thousand (4,000) square foot** office/warehouse located in a multi-tenant building located on a parcel of land in Section 7, Township 7 South, Range 29 East, St. Johns County, Florida along with other buildings belonging to the Landlord.

#### B. TERM AND DELIVERY OF PREMISES:

**TO HAVE AND TO HOLD** said premises unto Tenant for a term of Three (3) Years beginning on the 1<sup>st</sup> day of June, 2022, and ending on the 31<sup>st</sup> day of May, 2025.

It is further agreed and understood that if Landlord is unable to deliver possession of the demised premises to the Tenant at the commencement of the term of this lease because of the retention of possession thereof by other parties than Landlord, or because Landlord is unable to get the premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this lease shall not terminate, provided however, that Tenant shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the premises to Tenant at the commencement of the within term. It is anticipated that possession may be had on June 1, 2022; however, if for any reason Landlord fails to give possession of the demised premises on JUNE 1, 2022 then this lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had by July 1, 2022 or Tenant may terminate this lease by written notice. If the term of this lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the term provided for in this lease shall be extended so as to cause the expiration of the term to be on the last day of the month of the term. Nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of premises.



**C. COVENANTS AND CONDITIONS OF LEASE:**

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

**1. RENT:** Tenant agrees to pay as rental to Landlord the annual sum of Thirty Nine Thousand Nine Hundred Ninety Nine and 96/100 Dollars (\$ 39,999.96 ) No Sales Tax, said sum to be in lawful money of the United States, payable in equal monthly installments of Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$ 3,333.33) No Sales Tax. Rent shall be adjusted at the beginning of each lease year as shown in Exhibit "A". Said rental shall be payable monthly in advance to the office of Meadows Commercial Properties, Inc., 4141 Southpoint Dr. EAST Suite B, Jacksonville, FL 32216.

Rent is due on the First day of each month and shall not be withheld for any reason whatsoever.

In the event Tenant shall fail to pay each rental on the due date or within Ten (10) days thereafter, a late charge of ten dollars (\$10.00) per day plus Sales Tax from the second day of the month of the past due rental shall be added to the rental and paid to the Landlord for each such late payment, and the same shall be treated as additional rent.

As additional rent, the Tenant shall pay Taxes and other Assessments as specified in C.8. of this Lease. If required by law.

**2. AUTHORIZED USE:** Tenant agrees not to abandon or vacate the leased premises and shall use the leased premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord first had and obtained: Office and warehouse, storage of Paper Forms and uniforms.

**3. INCREASING INSURANCE RISK:** Tenant will not permit said demised premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. In the event insurance premium is increased, over the insurance in effect at the time just prior to the commencement of the term of this lease, due to Tenant's occupancy, Tenant agrees to pay the amount of such increase as additional rent. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the leased premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by this lease. Tenant will promptly execute and comply with all rules, orders, regulations and recommendations of the Southeastern Underwriters Association and/or the representatives of the insurance company insuring demised premises.

**4. CONDITION OF THE PREMISES:** Tenant has inspected and accepts the leased premises in their present condition. Tenant agrees if, during said term, Tenant shall change the usual method of conducting Tenant's business on the leased premises, or should Tenant install thereon or therein any new facilities, Tenant will, at the cost and expense to Tenant, make alterations or improvements in or to the demised premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

**5. REPAIR AND CARE OF BUILDING BY TENANT:** Tenant shall, throughout the initial term of this lease and any renewals thereof, at its own expense, maintain in good order and repair the leased premises, including the building and other improvements thereon, except those repairs expressly required to be made by Landlord. Such repairs by Tenant shall include as applicable, but are not

limited to, repairs to electrical and plumbing systems and fixtures, air conditioning and heating system (including spring and fall servicing as recommended by manufacturer, and replacement of filters as necessary), loading doors, and passage doors. Tenant shall also maintain pest control inspection and treatment of premises as required. Tenant agrees to return said premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted. If any part of the exterior or interior of the premises is injured or damaged by any breaking and/or entering said premises, or by any attempt to break and/or enter said premises, Tenant agrees to promptly make all necessary repairs so as to restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter.

**6. REPAIR AND CARE OF BUILDING BY LANDLORD:** Landlord agrees to keep in good repair the roof, latent defects in foundations, and exterior walls of the premises (exclusive of all glass and all exterior doors) and underground utility pipes outside the exterior walls of the building. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect the premises. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect. Landlord shall not be obligated to make any repair required of it until notice in writing from Tenant of need for same. Landlord shall have a reasonable time in which to make such repair.

**7. ALTERATION OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Tenant may, with written consent of Landlord, but at its own cost and expense in a good, workmanlike manner, make such alterations and repairs in the building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the demised premises. Any alterations or improvements to the leased premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall be maintained by the Tenant, and at the option of the Landlord, may become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent, due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease or any extension thereof, Tenant shall remove such shelves, bins and machinery and repair in a good and workmanlike manner all damage done to the leased premises by such removal. Tenant shall not exercise the right and privilege granted by this Article 7 in such manner as to not damage or affect the structural qualities of the building. No penetration of firewalls by any form of attachment, without first getting written consent of Landlord.

**8. PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the described premises existing at the commencement of this Lease. However, Tenant shall pay as additional rent any and all increases in the taxes, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the demised premises or both.



Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase.

Failure to do so will result in the late charge, C.1., Page 2 being applied. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the Lease term. For the purpose of this covenant, it is agreed that the premises demised hereunder contains 4,000 square feet and the rentable area of the buildings is 61,100 square feet.

In the event that any documentary stamp tax, sales tax or use tax is levied on the rental, leasing or letting of the premises whether local, state, or federal, the cost thereof shall be borne by the Tenant.

9. **SUBORDINATION OF LEASE:** Tenant's rights under this Lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Landlord.

10. **CONDEMNATION:** If the whole of the leased premises, or such portion thereof as will make premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of the said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages caused by condemnation from the condemnor. If only a portion of the premises are taken so as not to render the premises untenable, this Lease shall continue in force as to the remaining portion of the demised premises and in such event the rental thereafter payable by Tenant shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the condemnation, and Landlord shall at its own expense, make such repairs and alterations made necessary by condemnation. In those states where separate awards are made to the Landlord and Tenant, it is agreed that neither Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

11. **SIGNS:** No awnings, sign or signs shall be attached to, painted on, or erected on the exterior of the premises by the Tenant, without the written consent of the Landlord having first been obtained. Tenant will be allowed to install signage next to the entrance doors of Suites 206 and 207, identifying the name of its business, and similar to such signs displayed by other tenants in the building. The Tenant will be assigned a space on the Landlord's monument sign along Agricultural Center Drive, and the Tenant may install signage in the designated sign space.

12. **GLASS:** Tenant agrees to immediately replace all glass broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged, except breakage covered under Landlord's normal fire and extended coverage insurance policy.

13. **RIGHT OF ENTRY BY LANDLORD:** Tenant at any time during this Lease shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. Sixty(60) days prior to the expiration of this Lease, Landlord may post suitable notice on the



demised premises that the same are "For Rent" and may show the premises to prospective tenants as reasonable times. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant.

No entry, re-entry or other act of the Landlord shall be deemed to be acceptance by the Landlord of a surrender of the leased premises or a surrender of the Tenant's term of this Lease unless the Landlord shall admit or acknowledge in writing that such entry or other act is to be taken as a surrender.

**14. PAYMENT OF UTILITIES:** Tenant shall contract and pay all charges for gas, electricity, heat, telephone service and other utilities used on the leased premises.

**15. ASSIGNMENT:** Tenant shall not sell, assign, mortgage, pledge, encumber, hypothecate or in any manner voluntarily or involuntarily transfer this Lease or any estate or interest therein, nor rent the leased premises or any part thereof or grant any license or concession therein without the written consent of Landlord, prior to such act in each instance. Landlord's consent shall not be construed to release, alter or modify in any way the obligation of the original Tenant or any guarantor or surety. Consent by Landlord to one assignment of this Lease or any other lease or to one subletting of this Lease or any other lease shall not be a waiver of Landlord's right under this paragraph as to any subsequent assignment or subletting.

Landlord's rights to assign this Lease to any party for any purpose are, and shall remain, absolute and unrestricted.

**16. DAMAGE OR DESTRUCTION:** If the demised premises or any part thereof shall be damaged by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. costing in excess of \$20,000.00) of the building on the demised premises, Landlord or Tenant may elect to terminate this Lease by written notice to the other which notice must be given within thirty (30) days after the occurrence of such damage or destruction.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

The Tenant will maintain such insurance against fire and all other hazards as shall be necessary to cover all of the property of the Tenant and all other persons or parties whomsoever from time to time brought upon or kept upon the leased premises. Such insurance shall be maintained for the joint benefit of the Landlord, the Tenant and such other persons. Such insurance shall be maintained in a form which prevents subrogation of the insurer to any rights the Tenant might otherwise have against the Landlord in the absence of the duty hereby imposed upon the Tenant to maintain such insurance.

**17. INJURIES AND PROPERTY DAMAGE:** The Tenant will indemnify the Landlord against all liabilities, damages, and other expenses, including reasonable architects' and attorneys' fees, which

may be imposed upon, incurred by, or asserted against the Landlord by reason of any of the following occurring during the term of this Lease:

(a) Any use or condition of the leased premises or any part thereof; and further any use or condition of any street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises which, but for the Tenant's occupancy or use of the leased premises, would not be imposed upon, incurred by, or asserted against the Landlord.

(b) Any negligence on the part of Tenant or its agents, contractors, licensees, or invitees.

(c) Any personal injury or premises damage occurring on or about the leased premises and any personal injury or premises damage occurring on or about any adjoining street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises, which, but for the Tenant's occupancy or use of the leased premises, would not be imposed upon, incurred by, or asserted against the Landlord.

(d) Any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by the Tenant hereunder. If any action or proceedings is brought against the Landlord by reason of any such occurrences, the Tenant upon written notice from the Landlord, will at the Tenant's expense resist or defend such action or proceedings by counsel approved in writing by the Landlord, such approval not to be withheld unreasonably.

Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord (**Landlord shall be specifically named as an "Additional Insured"**) with minimum limits as follows:

BODILY INJURY	<b>\$1,000,000 EACH PERSON</b>
	<b>\$1,000,000 EACH ACCIDENT</b>
PROPERTY DAMAGE	<b>\$100,000</b>

Such insurance may, at Tenant's election be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium and provision for notification of Landlord upon cancellation, shall be deposited with Landlord. Tenant shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

**18. SURRENDER OF PREMISES:** Tenant agrees to deliver all keys and to surrender the leased premises at the expiration, or sooner termination, of this Lease, or any extension thereof, broom-clean in the same condition as when said premises were delivered to Tenant, or as altered, pursuant to the provision of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when said premises were delivered to Tenant. Tenant agrees that, if Tenant does not surrender to Landlord, at the expiration of this Lease, or sooner termination, said leased premises, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said leased premises and in addition Tenant will pay to Landlord two times the stated monthly rental, per month, during the hold-over period.

**19. ORDINANCES:** Tenant shall promptly execute and comply with all statues, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government, and of any and



all their Departments and Bureaus, applicable to said premises for the correction, protection, abatement of nuisances or other grievances, in upon or connected said premises, during said term.

**20. QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the demised premises throughout the term of this Lease.

**21. WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

**22. DEFAULT:** If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after (15) days prior notice to Tenant, make performance for Tenant and for the purpose advance such amounts as may be necessary. Any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, agreement, obligation, or provision of this Lease or in defending any action to which Landlord may be subjected by reason of any such failure for any reason of this Lease shall be deemed to be additional rent for the leased premises and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due.

If Tenant shall make default in fulfillment of any of the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such defaults shall continue for a period of thirty (30) days after notice, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing or intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

**23. DEFAULT IN RENT, INSOLVENCY OF TENANT:** If Tenant shall default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of three (3) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under an authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created



hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

**24. ENFORCEMENT:** In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

**25. FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

**26. RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest, except as expressly otherwise hereinbefore provided.

**27. LIENS:** Tenant agrees not to permit any lien for moneys owed by Tenant to remain against the lease premises for a period of more than thirty (30) days following notification of the same by Landlord to Tenant; provided, however, that nothing herein contained shall prevent Tenant in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm, or corporation growing out of Tenant's operation of the demised premises or costs of improvements by Tenant on the said premises, and the postponement of payment of such claim or claims, until such contest shall be finally decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after notification of the same by Landlord to Tenant, Landlord may at its option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the leased premises which Tenant is obligated hereunder to pay and which may or might become a lien on such premises. Tenant agrees to repay any sums so paid by Landlord upon demand thereof, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

**28. CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation



called "Tenant". Words of any gender used in this Lease shall be held to include any other gender, and words in singular number shall be held to include the plural when the sense requires.

29. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

30. **COMMISSIONS:** Landlord and Tenant acknowledges that that no Broker or commissions are assigned or committed to this Lease Agreement.

31. **NOTICES:** Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing, and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice by certified mail, postage prepaid, return receipt requested, to the address as follows: To the Landlord at the following address: 4141 Southpoint Dr. EAST, SUITE -B, JACKSONVILLE, FLORIDA 32216 . To the Tenant at the following address: The Leased Premises or to such other address as either party may from time to time designate by written notice given to the other by certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited and certified in any United States Post Office or Branch Post Office.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

a. The Tenant shall not, without Landlord's consent, keep any substances designated as, or containing, components designated as hazardous, dangerous, toxic, or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance on or around the premises and common area. Tenant is responsible for providing Life Services and Rodent Control.

The Tenant shall be completely liable to the Landlord for any and all cleanup costs and any and all other charges, fee, or penalties relating to the use, disposal, transportation, generation, or sale of hazardous substances on the premises.

TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE.

b. The first month's rent of \$3,333.33 No sales tax for a Total of \$3,333.33 will be paid to the Landlord when the lease is executed by the Tenant.

c. Landlord shall pay for the water, sewer and a dumpster for office trash only removal. Production trash will require Tenant supplied dumpster. Landlord will supply space for dumpster.

d. Landlord guarantees the plumbing and HVAC systems to be in operating condition for a period of ninety (90) days from the date possession is given the Tenant. Such guarantee does not include malfunctions or damage caused by abuse of the equipment by the Tenant, his employees, invitees, and/or customers.

e. In reference to paragraphs C.5. and C.6. as they shall apply to the existing heating and air conditioning system, the Landlord and Tenant further agree that should an individual repair cost in excess of Six Hundred Dollars (\$600.00), the Landlord shall pay for the repair of the equipment. An individual repair is defined for the purposes of this lease as being the cause of the stoppage of the equipment on a single occasion. Should Landlord and Tenant decide it is in their best interest to replace

the air handler/evaporator and/or the condensing unit, the Tenant shall pay Six Hundred Dollars of the cost and the Landlord shall pay the balance.

f. No signs (other than those signs identified in Section C.11) shall be erected or attached to the building without the Landlord's prior approval.

g. A Security Deposit of one month's rent, will not be imposed on Tenant.

h. Landlord agrees to provide exclusive parking for tenant directly in front of the leased property and within the boundary of that leased property, additional flow over parking is available at the Boulevard Island.

i. Tenant is lawfully exempt from all tax requirements of paragraph C.8. Should Tenant transfer or assign this Lease all requirements of C.8. will immediately be legally binding and in force.

j. Tenant Agrees to reimburse Landlord for Contracted HVAC install work \$21,500.00 and \$3,975.00 Electrical install work at closing in the Total amount of \$25,475.00

**WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

**WITNESS AS TO LANDLORD:**

**LANDLORD:**

**MEADOWS COMMERCIAL PROPERTIES, Inc.**

1. Evelyn M DeVenuta  
Print Name Evelyn M DeVenuta

2. Larry Durden  
Print Name Larry Durden

By: Joseph DeVenuta Sr.  
Joseph DeVenuta Sr., VicePresident

**WITNESS AS TO TENANT:**

**TENANT: St. Johns County Sheriff's Office**

1. Evelyn M DeVenuta  
Print Name Evelyn M DeVenuta

2. Trevor Griffin  
Print Name Trevor Griffin

By: Perry Haganian  
Perry Haganian, General Services Director

# St. Johns County Sheriff's Office

## EXHIBIT - A RENTSCHEDULE

4,000 sf	Monthly Rent	Monthly Inc. Tax	Yr Base	
Lease Yr 1-3		\$ -		
1	\$ 3,333.33	Tax Exempt	\$26,666.64	Oct. 01, 2022 - Through - May. 31, 2023 (8-mths) *
2	\$ 3,500.00	\$	\$42,000.00	Jun. 01, 2023 - Through - May. 31, 2024
3	\$ 3,675.00	\$	\$44,100.00	Jun. 01, 2024 - Through - May. 31, 2025

### Suites: 206, 207

\*\*\*Yearly percentage Inflation Rate Increases 5% after first year.

\* 4 - Rent Free Months = \$13,333.32



## EXHIBIT "C" TO RESOLUTION

### **ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE ("Assignment") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the St. Johns County Sheriff's Office, 4015 Lewis Speedway, St. Augustine, Florida 32084 ("Assignor"), St. Johns County, Florida, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084 ("Assignee") and Meadows Commercial Properties, Inc., 4141 Southpoint Drive East, Suite B, Jacksonville, Florida 32216 ("Lessor").

### **PRELIMINARY STATEMENT**

Assignor is the Lessee under that certain Commercial and Industrial Lease dated February 01, 2023, with Lessor, a copy of which is attached as Exhibit A (the "Lease"), concerning the real property located 3510 Agriculture Center Drive, St. Augustine, Florida 32092 (the "Leased Property"). Assignor desires to assign the Lease to Assignee, and Assignee and Lessor desire for Assignee to assume the Lease.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Assignor, Assignee and Lessor hereby agree as follows:

The Parties acknowledge the truth and accuracy of the statements provided in the Preliminary Statement hereto.

**INCORPORATION OF RECITALS:** The foregoing Recitals are incorporated by reference the same as if fully set forth herein.

**TRANSFER AND ASSIGNMENT:** Assignor hereby transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease. By its assumption hereof as evidenced in the following paragraph, Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to all claims arising under the Leases out of occurrences from and after the Effective Date (including, without limitation court costs and attorneys' fees through all appellate levels, and post-judgment proceedings).

**ASSUMPTION OF OBLIGATIONS:** Assignee hereby assumes all of the obligations and duties of Assignor under the Lease for that period of time from and after the Effective Date.

**RELEASE OF ASSIGNOR:** Assignor is hereby released and discharged from any and all obligations, claims and responsibilities under the Lease.

**NOTICES:** Any notice or request by either party to the other shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, or by national recognized overnight courier service to the parties at the following addresses:

If to Lessor at: Meadows Commercial Properties, Inc.  
4141 Southpoint Drive East, Suite-B  
Jacksonville, Florida 32216

If to Assignee at: St. Johns County, Florida  
500 San Sebastian View  
St. Augustine, Florida 32084  
Attention: County Administrator

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing. Notices or communications served by overnight courier shall be effective on the next business day after delivery to such overnight courier service. Any person may change the place that notices and demands are to be sent by written notice delivered in accordance with this Lease.

**COMPLIANCE WITH APPLICABLE LAW:** Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its operation of the Premises, including, but not limited to, any emergency order issued in connection with a federal, state, or local state of emergency.

**NO FURTHER MODIFICATION:** Except as expressly amended and modified herein, all other provisions of the Lease shall remain in full force and effect without modification.

**ADMINISTRATIVE FEES AND EXPENSES:** Assignee agrees to pay all administrative fees and expenses required by the Lessor in connection with this Assignment.

**GOVERNING LAW:** This Assignment shall be binding upon and shall inure to the benefit of the successors and assignees of the respective Parties hereto, and shall be governed by the substantive laws of the State of Florida. Venue for any action arising under this Assignment shall lie exclusively in St. Johns County, Florida.

**COUNTERPARTS:** This Assignment may be executed in counterparts. Each such counterpart, when executed and delivered, shall be an original, but all such counterparts together shall constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Executed signature pages may be delivered by facsimile or e-mail and, when so delivered, shall have the same force and effect as an original.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***  
***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

**CONSENT TO ASSIGNMENT**

St. Johns County Sheriff's Office hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNOR:  
ST. JOHNS COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Matthew D. Cline  
General Counsel

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of St. Johns County Sheriff's Office, on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]

**CONSENT TO ASSIGNMENT**

St. Johns County, Florida hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

ASSIGNEE:  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joy Andrews, who is County Administrator of St. Johns County, Florida, on behalf of said company. Such person is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires: \_\_\_\_\_  
[Notary Seal]



**CONSENT TO ASSIGNMENT**

Meadows Commercial Properties, Inc. hereby consents to the foregoing Assignment based upon Assignor's and Assignee's representations, warranties and covenants contained herein.

Signed, sealed and delivered  
In the presence of the following witnesses:

LESSOR:  
Meadows Commercial Properties, Inc.

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of Meadows Commercial Properties, Inc., on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_as identification.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State and County aforesaid  
My Notary expires:\_\_\_\_\_  
[Notary Seal]

EXHIBIT "A"

LEASE

(Exhibit begins on next page)

## Lease Amendment Number One

This Lease Amendment made and entered into this 20<sup>th</sup> day of February, 2024, by and between **MEADOWS COMMERCIAL PROPERTIES, INC.**, and **ST. JOHNS COUNTY SHERIFFS OFFICE**. Tenant. A Florida state statutory/ constitutional office.

### WITNESSTH:

In consideration of the covenants and agreements of the respective parties herein contained and also contained in that certain Commercial and Industrial Lease of February 1<sup>st</sup>, 2023, and the Amendments therto, for a warehouse known as 3510 Agricultural Center Dr., St. Augustine, FL 32092 and more fully described in the reference Lease Agreement, the parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representatives, and permitted assigns do hereby agree that the Lease shall be modified to as follows:

### "C.32. ADDITIONAL PROVISIONS:

. Landlord does hereby grant Tenant an additional twelve months rent from January 1<sup>st</sup>, 2024 through December 30<sup>th</sup>, 2024 at the same rent of \$6,500.00 per month, No applicable sales tax.

All other rents, terms and conditions of the Lease, its assignments and amendments thereto, shall remain the same and in full force and effect.

(Signatures on following page)



WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS AS TO LANDLORD:

Virginia D. Howell  
Print: Virginia D. Howell  
J m m  
Print: \_\_\_\_\_ (V) \_\_\_\_\_

LANDLORD: MEADOWS COMMERCIAL

BY: Evelyn M DeVenuta  
Evelyn M DeVenuta, Vice President

WITNESS AS TO TENANT:

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

TENANT: ST JOHNS COUNTY SHERIFFS OFFICE

Tara Wildes  
By: Tara Wildes (Mar 16, 2024 21:24 EDT)  
Tara Wildes, Director  
Mar 16, 2024

matthew cline  
matthew cline  
matthew cline (Feb 20, 2024 16:11 EST)

Gregory S Beaver  
jj n• -- di^N

Shari Shuman  
CFO

Shari Shuman  
Shari Shuman (Mar 18, 2024 08:27 EDT)

Mar 18, 2024

# COMMERCIAL AND INDUSTRIAL LEASE

THIS LEASE made and entered into this 1st day of February, 2023, by and between MEADOWS COMMERCIAL PROPERTIES, INC., a Florida Corporation, hereinafter called Landlord, and St. Johns County Sheriff's Office, hereinafter called Tenant. A Florida state statutory /constitutional office.

## WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

### A. DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord all of those certain premises, together with the building and other Improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises situate, lying and being in the State of Florida, County of St. Johns, City of St. Augustine, located at 3510 Agricultural Center Drive, zip code 32092, and more fully described as follows:

A Six Thousand Five Hundred Sixty Four (6,564) square foot office/ work area/ warehouse space located, in a single tenant building, located on approximately 80,661 square feet of land shown on exhibit "A-1", St. Johns County, Florida, belonging to the Landlord.

### B. TERM AND DELIVERY OF PREMISES:

**TO HAVE AND TO HOLD** said premises unto Tenant for a term of One (1) Year beginning on the 1st day of February, 2023, and ending on the 31st day of January, 2024. With the first right of refusal for lease renewal.

It is further agreed and understood that if Landlord is unable to deliver possession of the demised premises to the Tenant at the commencement of the term of this lease because of the retention of possession thereof by other parties than Landlord, or because Landlord is unable to get the premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this lease shall not terminate, provided however, that Tenant shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the premises to Tenant at the



commencement of the within term. It is anticipated that possession may be had on February 1, 2023; however, if for any reason Landlord fails to give possession of the demised premises on February 1, 2023, then this lease and payment of rent will commence as of the day possession is given with the further understanding that possess must be had by March 1, 2023, or Tenant may terminate this lease by written notice. If the term of this lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the term provided for in this lease shall be extended so as to cause the expiration of the term to be on the last day of the month of the term. Nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of premises.

**C. COVENANTS AND CONDITIONS OF LEASE:**

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant agrees to pay as rental to Landlord the annual sum of Seventy- One Thousand Five Hundred and 00/100 Dollars (\$ 71,500.00) No Sales Tax, said sum to be in lawful money of the United States, payable in equal monthly installments of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) No Sales Tax, beginning March 1, 2023. Rent shall be adjusted at the beginning of each lease year as shown in Exhibit "A". Said rental shall be payable monthly in advance to the office of Meadows Commercial Properties, Inc., 4141 Southpoint Drive E, Suite B, Jacksonville, FL 32216.

Rent is due on the First day of each month and shall not be withheld for any reason whatsoever. In the event Tenant shall fail to pay each rental on the due date or within Ten (10) days thereafter, a late charge of fifteen dollars (\$15.00) per day plus Sales Tax from the second day of the month of the past due rental shall be added to the rental and paid to the Landlord for each such late payment, and the same shall be treated as additional rent.

As additional rent, the Tenant shall pay Taxes and other Assessments as specified in C.8. of this Lease. If required by law.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the leased premises and shall use the leased premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord first had and obtained: Office and warehouse, for offices and warehouse storage

3. **INCREASING INSURANCE RISK:** Tenant will not permit said demised premises to be used



for any purpose which would render the insurance thereon void or cause cancellation thereof. In the event insurance premium is increased, over the insurance in effect at the time just prior to the commencement of the term of this lease, due to Tenant's occupancy, Tenant agrees to pay the amount of such increase as additional rent. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the leased premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by this lease. Tenant will promptly execute and comply with all rules, orders, regulations and recommendations of the Southeastern Underwriters Association and/or the representatives of the insurance company insuring demised premises.

**4. CONDITION OF THE PREMISES:** Tenant has inspected and accepts the leased premises in their present condition. Tenant agrees if, during said term, Tenant shall change the usual method of conducting Tenant's business on the leased premises, or should Tenant install thereon or therein any new facilities, Tenant will, at the cost and expense to Tenant, make alterations or improvements in or to the demised premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

**5. REPAIR AND CARE OF BUILDING BY TENANT:** Tenant shall, throughout the initial term of this lease and any renewals thereof, at its own expense, maintain in good order and repair the leased premises, including the building and other improvements thereon, except those repairs expressly required to be made by Landlord. Such repairs by Tenant shall include as applicable, but are not limited to, repairs to electrical and plumbing systems and fixtures, air conditioning and heating system (including spring and fall servicing as recommended by manufacturer, and replacement of filters as necessary), glass, loading doors, and passage doors. Tenant shall also maintain pest control inspection and treatment of premises as required. Tenant agrees to return said premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted. If any part of the exterior or interior of the premises is injured or damaged by any breaking and/or entering said premises, or by any attempt to break and/or enter said premises, Tenant agrees to promptly make all necessary repairs so as to restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter.

**6. REPAIR AND CARE OF BUILDING BY LANDLORD:** Landlord agrees to keep in good repair the roof, latent defects in foundations, and exterior walls of the premises (exclusive of all glass and all exterior doors) and underground utility pipes outside the exterior walls of the building.

Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect the premises. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect. Landlord shall not be obligated to make any repair required of it until notice in writing from Tenant of need for same. Landlord shall have a reasonable time in which to make such repair.

**7. ALTERATION OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Tenant may, with written consent of Landlord, but at its own cost and expense in a good, workmanlike manner, make such alterations and repairs in the building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the demised premises. Any alterations or improvements to the leased premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall be maintained by the Tenant, and at the option of the Landlord, may become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent, due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease or any extension thereof, Tenant shall remove such shelves, bins and machinery and repair in a good and workmanlike manner all damage done to the leased premises by such removal. Tenant shall not exercise the right and privilege granted by this Article 7 in such manner as to damage or affect the structural qualities of the building. No penetration of firewalls by any form of attachment, without first getting written consent of landlord.

**8. PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the described premises existing at the commencement of this Lease. However, Tenant shall pay as additional rent any and all increases in the taxes, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the demised premises or both. Such payment shall be made by Tenant to Landlord not later than (30) days following the date on which Landlord provides Tenant with written evidence of such increase. Failure to do so will result in a late charge, C.1., Page 2 being applied. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor



area of the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire contiguous properties less of this owner assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the Lease term. For the purpose of this covenant, it is agreed that the premises demised hereunder contains 6,564 square feet and the rentable area of the buildings is 67,628 square feet.

In the event that any documentary stamp tax, sales tax or use tax is levied on the rental, leasing or letting of the premises whether local, state, or federal, the cost thereof shall be borne by the Tenant.

**9. SUBORDINATION OF LEASE:** Tenant's rights under this Lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Landlord.

**10. CONDEMNATION:** If the whole of the leased premises, or such portion thereof as will make premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of the said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages caused by condemnation from the condemnor. If only a portion of the premises are taken so as not to render the premises untenable, this Lease shall continue in force as to the remaining portion of the demised premises and in such event the rental thereafter payable by Tenant shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the condemnation, and Landlord shall at its own expense, make such repairs and alterations made necessary by condemnation. In those states where separate awards are made to the Landlord and Tenant, it is agreed that neither Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

**11. SIGNS:** No awnings, sign or signs shall be attached to, painted on, or erected on the exterior of the premises by the Tenant, without the written consent of the Landlord having first been obtained. Upon the expiration of this lease, all such awnings, sign or signs erected by the Tenant shall be removed by the Tenant at its expense and any damages done to the leased premises by such removal shall be promptly repaired by the Tenant.

**12. GLASS:** Tenant agrees to immediately replace all glass broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged, except breakage



covered under Landlord's normal fire and extended coverage insurance policy.

**13. RIGHT OF ENTRY BY LANDLORD:** Tenant at any time during this Lease shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. Sixty(60) days prior to the expiration of this Lease, Landlord may post suitable notice on the demised premises that the same are "For Rent" and may show the premises to prospective tenants at reasonable times. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant.

No entry, re-entry or other act of the Landlord shall be deemed to be acceptance by the Landlord of a surrender of the leased premises or a surrender of the Tenant's term of this Lease, unless the Landlord shall admit or acknowledge in writing that such entry or other act is to be taken as a surrender.

**14. PAYMENT OF UTILITIES:** Tenant shall contract and pay all charges for sewage, water, gas, electricity, heat, telephone service and other utilities used on the leased premises.

**15. ASSIGNMENT:** Tenant shall not sell, assign, mortgage, pledge, encumber, hypothecate or in any manner voluntarily or involuntarily transfer this Lease or any estate or interest therein, nor rent the leased premises or any part thereof or grant any license or concession therein without the written consent of Landlord, prior to such act in each instance. Landlord's consent shall not be construed to release, alter or modify in any way the obligation of the original Tenant or any guarantor or surety. Consent by Landlord to one assignment of this Lease or any other lease or to one subletting of this Lease or any other lease shall not be a waiver of Landlord's right under this paragraph as to any subsequent assignment or subletting.

Landlord's rights to assign this Lease to any party for any purpose are, and shall remain, absolute and unrestricted.

**16. DAMAGE OR DESTRUCTION:** If the demised premises or any part thereof shall be damaged by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. costing in excess of \$20,000.00) of the building on the demised premises, Landlord or Tenant may elect to



terminate this Lease by written notice to the other which notice must be given within thirty (30) days after the occurrence of such damage or destruction.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

The Tenant will maintain such insurance against fire and all other hazards as shall be necessary to cover all of the property of the Tenant and all other persons or parties whomsoever from time to time brought upon or kept upon the leased premises. Such insurance shall be maintained for the joint benefit of the Landlord, the Tenant and such other persons. Such insurance shall be maintained in a form which prevents subrogation of the insurer to any rights the Tenant might otherwise have against the Landlord in the absence of the duty hereby imposed upon the Tenant to maintain such insurance. Tenant shall provide the Landlord with a copy of the insurance policy, and have the insurance company provide a certificate of insurance.

**17. INJURIES AND PROPERTY DAMAGE:** The Tenant will indemnify the Landlord against all liabilities, damages, and other expenses, including reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against the Landlord by reason of any of the following occurring during the term of this Lease:

(a) Any use or condition of the leased property or any part thereof; and further any use or condition of any street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises which, but for the Tenant's occupancy or use of the leased property, would not be imposed upon, incurred by, or asserted against the Landlord.

(b) Any negligence on the part of Tenant or its agents, contractors, licensees, or invitees.

(c) Any personal injury or premises damage occurring on or about the leased premises and any personal injury or premises damage occurring on or about any adjoining street, alley, sidewalk, parking lot, curb, vault, passageway, or space adjacent to the leased premises, which, but for the Tenant's occupancy or use of the leased premises, would not be imposed upon, incurred by, or asserted against the Landlord.



(d) Any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by the Tenant hereunder. If any action or proceedings is brought against the Landlord by reason of any such occurrences, the Tenant upon written notice from the Landlord, will at the Tenant's expense resist or defend such action or proceedings by counsel approved in writing by the Landlord, such approval not to be withheld unreasonably.

Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord (Landlord shall be specifically named as an "Additional Insured") with minimum limits as follows:

BODILY INJURY	\$1,000,000 EACH PERSON
	\$1,000,000 EACH ACCIDENT
PROPERTY DAMAGE	\$100,000

Such insurance may, at Tenant's election be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium and provision for notification of Landlord upon cancellation, shall be deposited with Landlord. Tenant shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

**18. SURRENDER OF PREMISES:** Tenant agrees to deliver all keys and to surrender the leased premises at the expiration, or sooner termination, of this Lease, or any extension thereof, broom-clean in the same condition as when said premises were delivered to Tenant, or as altered, pursuant to the provision of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when said premises were delivered to Tenant. Tenant agrees that, if Tenant does not surrender to Landlord, at the expiration of this Lease, or sooner termination, said leased premises, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said leased premises and in addition Tenant will pay to Landlord two times the stated monthly rental, per month, during the hold-over period.

**19. ORDINANCES:** Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government,



and of any and all their Departments and Bureaus, applicable to said premises for the correction, protection, abatement of nuisances or other grievances, in upon or connected said premises, during said term.

**20. QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the demised premises throughout the term of this Lease.

**21. WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

**22. DEFAULT:** If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after (15) days prior notice to Tenant, make performance for Tenant and for the purpose advance such amounts as may be necessary. Any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, agreement, obligation, or provision of this Lease or in defending any action to which Landlord may be subjected by reason of any such failure for any reason of this Lease shall be deemed to be additional rent for the leased premises and shall be due and payable to Landlord on demand. The acceptance by the Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due.

If Tenant shall make default in fulfillment of any of the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such defaults shall continue for a period of thirty (30) days after notice, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing or intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the



payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

**23. DEFAULT IN RENT, INSOLVENCY OF TENANT:** If Tenant shall default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of three (3) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under an authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

**24. ENFORCEMENT:** In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

**25. FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be

excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

**26. RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest, except as expressly otherwise hereinbefore provided.

**27. LIENS:** Tenant agrees not to permit any lien for moneys owed by Tenant to remain against the lease premises for a period of more than thirty (30) days following notification of the same by Landlord to Tenant; provided, however, that nothing herein contained shall prevent Tenant in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm, or corporation growing out of Tenant's operation of the demised premises or costs of improvements by Tenant on the said premises, and the postponement of payment of such claim or claims, until such contest shall be finally decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after notification of the same by Landlord to Tenant, Landlord may at its option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the leased premises which Tenant is obligated hereunder to pay and which may or might become a lien on such premises. Tenant agrees to repay any sums so paid by Landlord upon demand thereof, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

**28. CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant". Words of any gender used in this Lease shall be held to include any other gender, and words in singular number shall be held to include the plural when the sense requires.

**29. PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.



**30. COMMISSIONS:** Landlord and Tenant acknowledge that no services of a Real Estate Broker/Agent, were received by the Landlord and no fees/commissions shall be due from the Landlord.

**31. NOTICES:** Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing, and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice by certified mail, postage prepaid, return receipt requested, to the address as follows: To the Landlord at the following address: 4141 SOUTHPOINT DRIVE E, SUITE B, JACKSONVILLE, FLORIDA 32216. To the Tenant at the following address: The Leased Premises or to such other address as either party may from time to time designate by written notice given to the other by certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited and certified in any United States Post Office or Branch Post Office.

**32. ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

a. The Tenant shall not, without Landlord's consent, keep any substances designated as, or containing, components designated as hazardous, dangerous, toxic, or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance on or around the premises and common area.

The Tenant shall be completely liable to the Landlord for any and all cleanup costs and any and all other charges, fee, or penalties relating to the use, disposal, transportation, generation, or sale of hazardous substances on the premises.

TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LEASE.

b. Tenant must provide their own dumpster services. Tenant shall keep the area around any dumpster utilized by Tenant clean and free of rubbish, sand, etc..

c. Tenant is responsible for providing all Life Services support and equipment based on their needs as determined by them and to Service their equipment annually at their expense.

d. Tenant is responsible for their own Pest and Rodent control.

e. Tenant is responsible for landscaping (mowing roadway and fenced area).

f. Tenant will be responsible for permits if using the wash rack area.



g. The first month's rent of \$6,500.00 (No sales tax) for a Total of \$6,500.00 will be paid to the Landlord when the lease is executed by the Tenant. February 1, 2023, will be rent free, therefore Rent payment will be applied 1st of March 2023.

h. Landlord grants Tenant one free month of rent to move in, beginning 1st of February 2023.

i. A Security Deposit will not be required will not be required from this Tenant.

j. Landlord guarantees the plumbing and HVAC systems to be in operating condition for a period of ninety (90) days from the date possession is given to the Tenant. Such guarantee does not include malfunctions or damage caused by abuse of the equipment by the Tenant, his employees, invitees, and/or customers.

k. In reference to paragraphs C.5. and C.6. as they shall apply to the existing heating and air conditioning system, the Landlord and Tenant further agree that should an individual repair cost in excess of Six Hundred Fifty Dollars and 00/100 (\$650.00), the Landlord shall pay for the repair of the equipment. An individual repair is defined for the purposes of this lease as being the cause of the stoppage of the equipment on a single occasion. Should Landlord and Tenant decide it is in their best interest to replace the air handler/evaporator and/or the condensing unit, the Tenant shall pay Six Hundred Fifty Dollars of the cost and the Landlord shall pay the balance.

l. No signs (other than those signs identified in Section C.11) shall be erected or attached to the building without the Landlord's prior approval.

m. Landlord grants Tenant First Right of refusal to renew this Lease. Provided that the Tenant is in good standing and notifies the Landlord, as provided in Paragraph C. 31. NOTICES, at least Sixty (60) days prior to termination of the Lease. The rent shall be adjusted annually at the beginning of the new Lease period.

n. Landlord gives Tenant the right to use all three gates accessing the property. Including the two gates that have a non-exclusive easement use of the Lessor's adjacent "Truck Court" (as generally outlined on Exhibit D, and 32. Additional Provisions n. EASEMENTS)

o. EASEMENTS:

1. Lessee shall have a non-exclusive easement to use the Lessor's adjacent "Truck Court" (as generally outlined on Exhibit D) for ingress and egress to the Premises during the term of this Lease, and Lessee agrees to pay annually by February 1st each year fifteen percent (15%) of all maintenance and repairs for the prior year to the Truck Court during the Term hereof.

2. Lessee shall have a non-exclusive easement to connect and drain the premises into the adjacent "Retention Pond" (as generally outlined on Exhibit A) during the term of this Lease and

Lessee agrees to pay annually by February 1st each year fifteen percent (15%) of all maintenance and repairs for the prior year to the Retention Pond during the term of the Lease.

3. Lessee shall have a non-exclusive easement to connect and use the Lessor's "Sewer Lift Station" (as generally outlined on Exhibit A) during the term of this Lease and Lessee agrees to pay annually by February 1st each year fifteen percent (15%) of all maintenance and repairs for the prior year to the Sewer Lift Station during the term hereof.



WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**WITNESS AS TO LANDLORD:**

**LANDLORD:**

**Meadows Commercial Properties, Inc.**

1. Rep. S. Unstead 10925  
Print Name Rep. S. Unstead

2. LD  
Print Name Larry Durden

By: Evelyn M DeVenuta  
Evelyn M DeVenuta, Vice President

**WITNESS AS TO TENANT:**

**TENANT: St. Johns County Sheriff's Office**

1. \_\_\_\_\_  
Print Name \_\_\_\_\_

2. \_\_\_\_\_  
Print Name \_\_\_\_\_

By: Shari Shuman  
Shari Shuman (Mar 13, 2023 10:44 EDT)

**Shari Shuman, Chief Financial Officer**

Mar 13, 2023

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LD

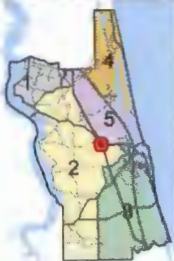
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**Signature:** Matthew Cline  
Matthew Cline (Mar 10, 2023 10:17 EST)  
**Email:** mcline@sjsso.org

**Signature:**   
Larry Durden (Mar 10, 2023 10:20 EST)  
**Email:** ldurden@sjsso.org

**Signature:**   
Tara Wildes (Mar 10, 2023 10:27 EST)  
**Email:** twildes@sjsso.org





2023 Aerial Imagery

Date: 9/9/2024

**Assignment of Commercial  
and Industrial Leases**

**Meadows Commercial  
Properties, Inc.**



**Land Management  
Systems**  
(904) 209-0764

Disclaimer:

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