

RESOLUTION NO. 2025-362

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY UTILITY DEPARTMENT AND ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT FOR USE OF BUILDINGS LOCATED ON WEST 16TH STREET AND MIZELL ROAD.

RECITALS

WHEREAS, St. Johns County Parks and Recreation has been leasing their current administrative office building and a warehouse located on Mizell Road, as well as a maintenance building located on West 16th Street, from St. Johns County Utility Department since 2007; and

WHEREAS, St. Johns County Parks and Recreation Department and St. Johns County Utility Department request approval to enter into a Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, extending use of the buildings until September 30, 2030 with an option to further extend the agreement an additional five terms of one-year each; and

WHEREAS, it is in the best interest of the County to authorize the Lease Agreement to eliminate the need to acquire property to accommodate the Parks and Recreation Department.

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 terms and conditions of the above-described Lease Agreement attached hereto, is hereby approved by the Board of County Commissioners.

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

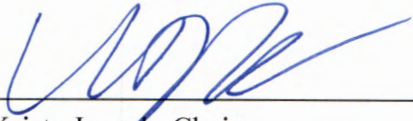
Section 4. The Clerk of Court is instructed to file the Lease Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of October, 2025.

Rendition Date OCT 08 2025

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

BY: _____


Krista Joseph, Chair

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

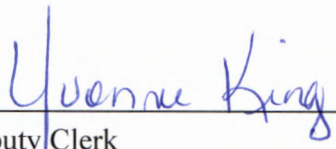

Deputy Clerk



EXHIBIT "A" TO RESOLUTION

**LEASE AGREEMENT BETWEEN
ST. JOHNS COUNTY UTILITY DEPARTMENT
AND
ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT**

This is a Lease Agreement (the "Agreement") between the St. Johns County Utility Department, hereinafter referred to as "SJCUD" and the St. Johns County Parks and Recreation Department, hereinafter referred to as "PARKS". SJCUD and PARKS shall hereinafter be collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the St. Johns County Board of County Commissioners owns certain real property at the intersection of Mizell Road and West 16th Street on Anastasia Island where SJCUD operates a Water Reclamation Facility; and

WHEREAS, SJCUD staff outgrew their administrative and operations offices at this location and were subsequently relocated; and

WHEREAS, Resolution Nos. 2007-217, 2012-115 and 2019-45 entered by the Board of County Commissioners declared PARKS' use of three (3) buildings/warehouses located at 2175 Mizell Road and 860 West 16th Street previously occupied by SJCUD (hereinafter referred to as "LEASED PREMISES") as paramount public purpose. Such a declaration by the Board serves as a primary rationale for authorizing such use; and

WHEREAS, this Lease Agreement is intended to provide guidance to St. Johns County staff with respect to use of the LEASED PREMISES; and

WHEREAS, should the Board of County Commissioners of St. Johns County, Florida, PARKS or SJCUD determine/declare there is no longer a paramount public purpose for PARKS' use of the LEASED PREMISES, then said premises shall revert and return to the SJCUD. The return and reversion shall occur no later than one year from the date of said determination/declaration.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, covenants and conditions hereinafter contained, the parties agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and incorporated herein.

SECTION 2. LEASED PREMISES.

SJCUD, for and in consideration of the terms and conditions hereinafter contained to be kept, performed and observed by PARKS, does hereby lease to PARKS, and PARKS does hereby lease and accept from SJCUD, the LEASED PREMISES which is described as follows:

SEE EXHIBIT "A"

SECTION 3. USE OF THE LEASED PREMISES.

The LEASED PREMISES shall be utilized by PARKS on a continuous basis during the term of this Agreement for the purpose of operating, maintaining and housing PARKS personnel and equipment necessary for it to conduct the day-to-day activities of a PARKS Administrative Office and warehouse. Said use shall encompass all normal activities generally associated with PARKS operations.

SECTION 4. CONSIDERATION.

In consideration for use of the LEASED PREMISES, PARKS shall pay SJCUD a rental fee in the amount of \$150,850.00 which may be paid annually or in 12 equal payments. The rental fee shall increase annually by three percent (3%) beginning October 1, 2026.

SECTION 5. LEASE TERM.

Unless sooner terminated as stated in Section 11 below, the initial term of this Agreement shall be for the continuous period of five (5) years beginning on October 1, 2025 and terminating on September 30, 2030. Notwithstanding the foregoing, this Agreement may be automatically extended for five (5) additional one (1) year renewal terms.

SECTION 6. CONDITION OF LEASED PREMISES.

PARKS accepts the LEASED PREMISES in the condition that the premises are in at the beginning of this Agreement.

SECTION 7. UTILITIES.

PARKS shall be responsible for any and all utility costs associated with its habitation of the LEASED PREMISES including heat, air conditioning, lights, electricity, water/well, sewer/septic, gas, telephone/data service, garbage collection and other services and utilities used or contracted for by PARKS.

SECTION 8. SJCUD MAINTENANCE RESPONSIBILITIES.

SJCUD shall be responsible for all costs to repair or replace structural components, supporting walls, foundations, roof, mechanical systems, HVAC systems, electrical systems,

plumbing systems, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), sprinkler system (if applicable), repair of parking lots/asphalt, and property drainage (including gutters, downspouts, pipes, drains and slope).

SJCUD and PARKS agree that any repairs or replacements contemplated under this section shall be identified and directed by St. Johns County Facilities Maintenance with approval by SJCUD.

SECTION 9. PARKS MAINTENANCE RESPONSIBILITIES.

PARKS shall be responsible for all costs related to pest control or janitorial services necessary to maintain the LEASED PREMISES in a clean, pleasant, sightly, sanitary and safe condition. PARKS shall also be responsible for security monitoring, landscaping (including mowing and tree trimming/removal), replacing any and all appliances and interior/exterior light bulbs, repair of plumbing system including leaky faucets and clogged toilets, and preventative maintenance including replacing air conditioning filters monthly and clean out of condensate line at the LEASED PREMISES.

SECTION 10. IMPROVEMENTS AND ALTERATIONS.

SJCUD agrees to permit improvements to be made by PARKS to the LEASED PREMISES as necessary for it to conduct its day-to-day activities, provided that said improvements meet all applicable laws, local codes and regulations, and further, that upon the expiration or termination of this Agreement said improvements are returned to their original state as requested by SJCUD. All improvements or alterations to the LEASED PREMISES made by PARKS shall be at the expense of PARKS.

SECTION 11. TERMINATION OF AGREEMENT.

This Agreement may be terminated as follows:

a. Termination for Default. If either party gives written notice to the other party that such other party has materially breached or defaulted in the performance of any of its obligations herein, and such breach has not been cured within sixty (60) days following the giving of such notice, or if the breach is one which previously occurred and has now reoccurred, the non-breaching party shall have the right to immediately provide notice for the termination of this Agreement and PARKS shall have one hundred twenty (120) days to vacate the LEASED PREMISES.

b. Termination for Convenience. PARKS or SJCUD may terminate this Agreement at any time, with or without cause, upon providing the non-terminating party at least one (1) year prior written notice.

c. Partial Termination. PARKS or SJCUD may terminate use of one or more of the buildings by providing the non-terminating party at least one (1) year prior written notice, preparing an amendment this Agreement, and reducing the rental fee as appropriate.

SECTION 12. LIABILITY.

a. To the extent specified under Section 768.28, Florida Statutes, and without waiving any statutory and constitutional sovereign immunity protections, PARKS shall be responsible for (i) monetary damages for bodily injury or death to any person, and (ii) monetary damages for the injury or loss of personal property, that are caused by the negligent or wrongful act of omission of an employee of PARKS who is acting within the scope of the employee's office or employment while on or around the LEASED PREMISES.

b. To the extent specified under Section 768.28, Florida Statutes, SJCUD shall be responsible for (i) monetary damages for bodily injury or death to any person, and (ii) monetary damages for the injury or loss of personal property, that are caused by the negligent or wrongful act or omission of an employee of SJCUD who is acting within the scope of the employee's office or employment while on or around the LEASED PREMISES.

c. Limit of Liability. In no event shall either party be liable to the other, or to anyone claiming for, by, or through the other party, for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature whatsoever including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement by a party whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

SECTION 13. SOVEREIGN IMMUNITY AND EMPLOYEE STATUS.

a. Nothing herein shall be deemed a waiver, express or implied, of either parties' sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract, act or action.

b. All of the respective privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits, as held by each party, respectively, shall be unaffected by this Agreement.

c. All costs associated with the compensation and benefits for personnel shall be borne by the party employing said personnel unless otherwise agreed upon in an amendment to this Agreement, which is reduced to writing and executed between the parties.

d. Persons employed by PARKS or SJCUD, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other

employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

SECTION 14. ENTRY FOR INSPECTION AND REPAIRS.

SJCUD shall have the right to enter the LEASED PREMISES for inspection at all reasonable business hours, and whenever reasonably necessary.

SECTION 15. SIGNS.

PARKS shall be permitted to erect and to place any and all signs on or about the LEASED PREMISES identifying and related to PARKS including but not limited to, the identity of the department, traffic control signs and any other signs denoting general information and instructions concerning PARKS or its services.

SECTION 16. ASSIGNMENT.

PARKS shall not sublet or assign all or any part of the LEASED PREMISES, and SJCUD shall not permit the use or occupancy of the LEASED PREMISES for any purposes other than those purposes specified or otherwise contemplated herein without the express, prior written consent of SJCUD.

SECTION 17. NOTICES.

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

a. All notices required, or which may be given hereunder, shall be considered properly given if (i) personally delivered, (ii) sent by certified United States mail, return receipt requested, or (iii) sent by Federal Express or other equivalent overnight letter delivery company.

b. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of delivery stated on the return receipt, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

c. The parties may designate other parties or address to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

SECTION 18. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the PARTIES agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed between the PARTIES that PARKS and SJCUD equally contributed to and assisted in the drafting of this Agreement.

SECTION 19. WAIVER OF BREACH.

A waiver by any party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

SECTION 20. ENFORCEMENT.

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any disputes or any litigation arising out of, or related to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

SECTION 21. AMENDMENTS TO AGREEMENT.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 23. MUTUAL INTENT.

It is agreed between PARKS and SJCUD that the aforementioned provisions represent the true intent of the PARTIES and that sufficient consideration exists for each to be bound thereby.

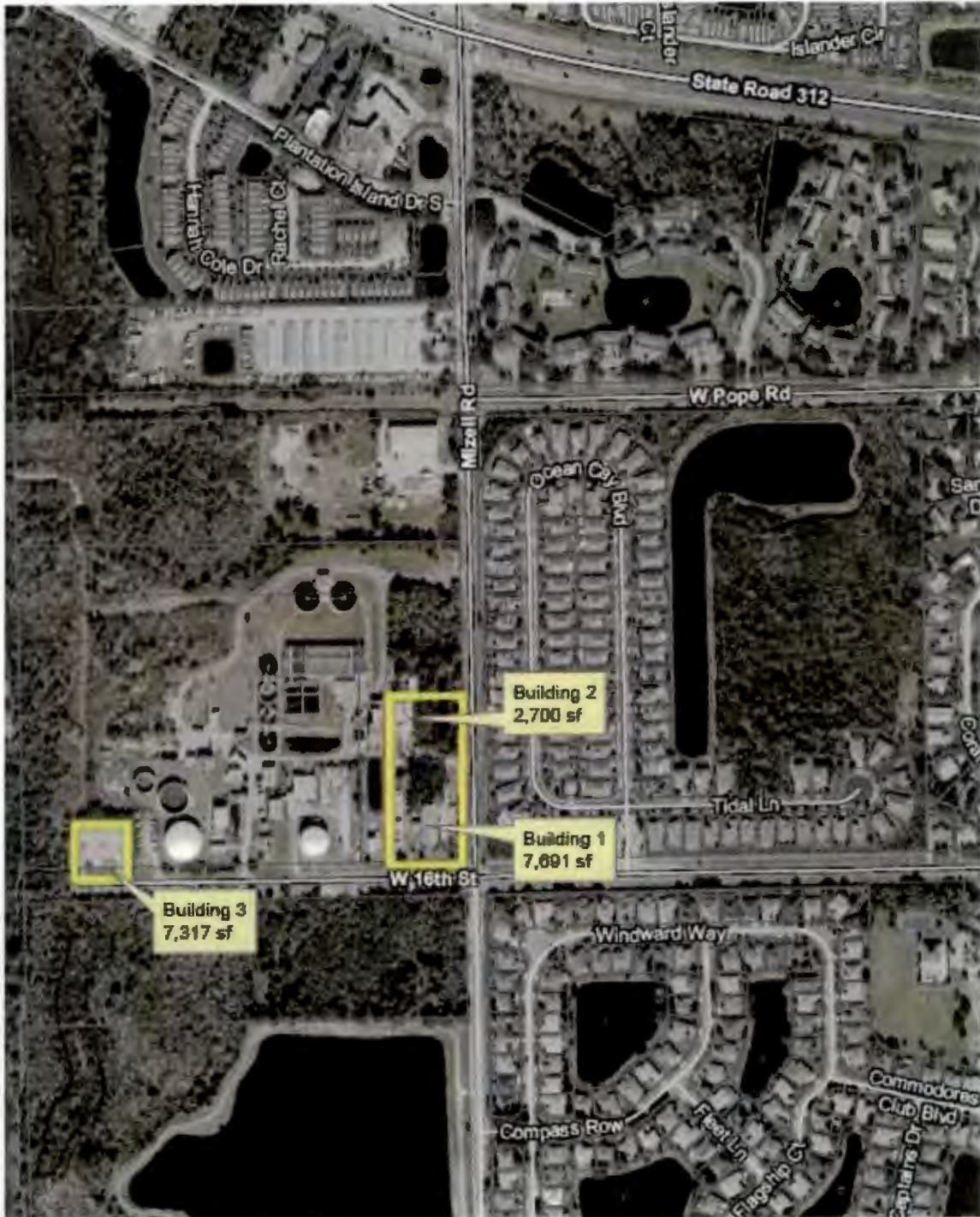
SECTION 24. EFFECTIVE DATE AND DISSEMINATION OF AGREEMENT.

This Agreement is entered into by and between the PARTIES pursuant to Section 163.01, Florida Statutes. The Agreement shall be effective once filed with the Clerk of Court of St. Johns County. Further, fully executed copies of this Agreement shall be kept on file with the respective clerk and/or custodian of both parties.

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SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

EXHIBIT "A"
LEASED PREMISES



IN WITNESS WHEREOF, the parties have signed this Lease Agreement on the respective dates specified herein.

Signed, sealed and delivered
In the presence of:

Sheri Lewis
Print Name Sheri Lewis

Louise Ford
Print Name Louise Ford

**ST. JOHNS COUNTY
UTILITY DEPARTMENT**

By: Neal Shinkre
Print Name: Neal Shinkre
Title: Director
Date: 9/9/25

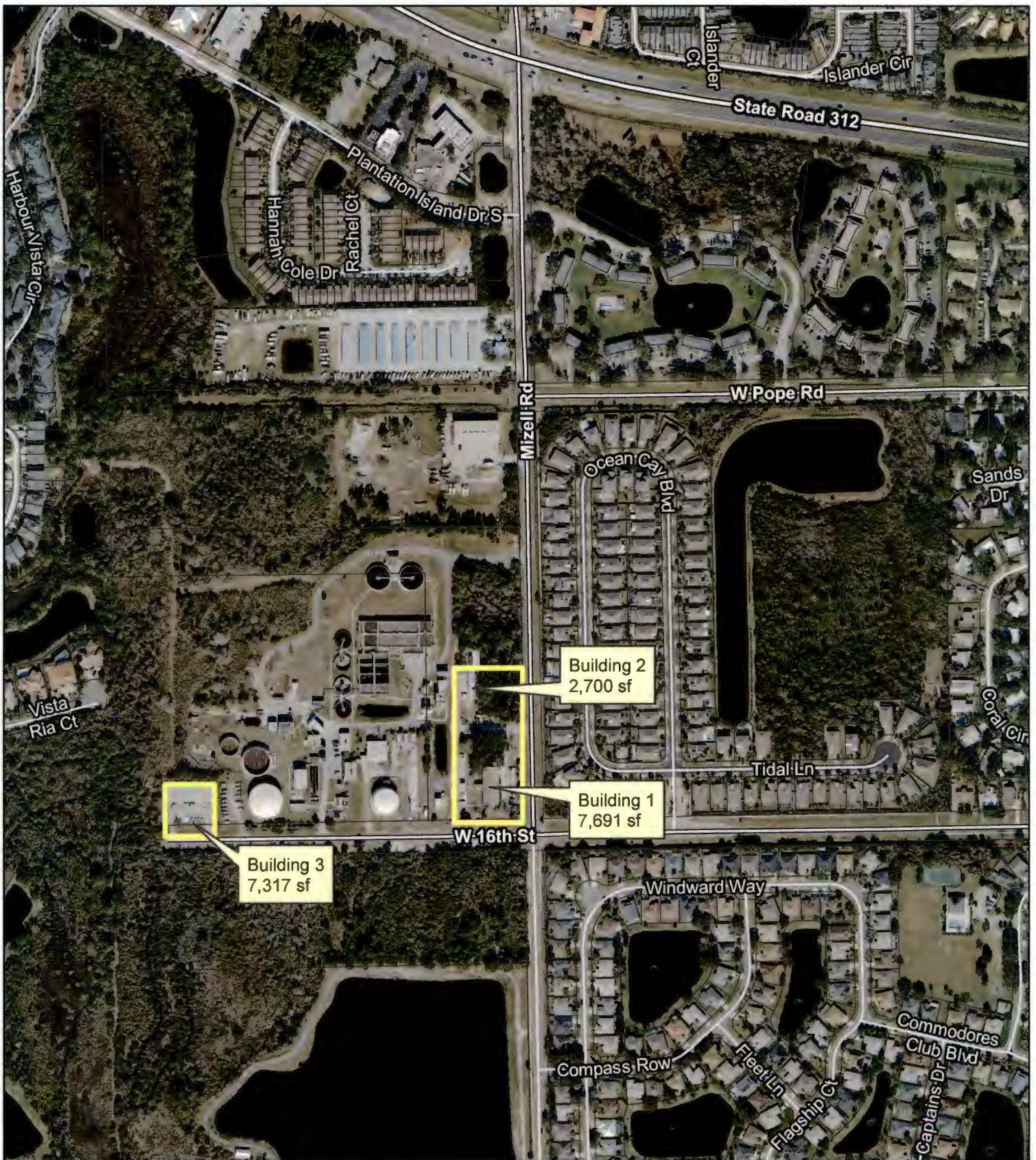
Signed, sealed and delivered
In the presence of:

Sheri Lewis
Print Name Sheri Lewis

Louise Ford
Print Name Louise Ford

**ST. JOHNS COUNTY PARKS
AND RECREATION DEPARTMENT**

By: Ryan Kane
Print Name: Ryan Kane
Title: Director
Date: 9/10/25



Building 2
2,700 sf

Building 1
7,691 sf

Building 3
7,317 sf



2024 Aerial Imagery

Date: 9/5/2025

Lease Agreement
St. Johns County
Utility Department
and
St. Johns County
Parks and Recreation



Land Management
Systems
(904) 209-0764

Disclaimer:
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