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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

9/16/2025

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: August 12, 2025

FROM: Corey Bowens, Director, Land Management Systems

PHONE: 904 209-0776

SUBJECT OR TITLE: Resolution approving the terms and authorizing the County Administrator, or designee, to execute a Fifth Lease Modification Agreement with Mickler's Landing LLC for lease space for a St. Johns County Sheriff's Office substation in Ponte Vedra.

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

St. Johns County Sheriff's Office has expressed an interest in extending their lease for office space in Ponte Vedra which provides a substation and increased police presence in the community. The Fifth Lease Modification Agreement will be effective for one (1) year commencing October 1, 2025, and provides an option to extend the Lease Agreement for an additional 1-year term. The County has determined that entering into said Fifth Lease Modification Agreement will serve the interest and welfare of the residents of St. Johns County.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: 0105-54401

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2025-_____, approving the terms and authorizing the County Administrator, or designee, to execute a Fifth Lease Modification Agreement with Mickler's Landing LLC for lease space for a St. Johns County Sheriff's Office substation in Ponte Vedra.

For Administration Use Only:

Legal: Carly Meek 9/2/2025

OMB: ARM 9/2/2025

Admin: JDD 9/8/2025

RESOLUTION NO. 2025-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A FIFTH LEASE MODIFICATION AGREEMENT WITH MICKLER’S LANDING LLC FOR LEASE SPACE FOR A ST. JOHNS COUNTY SHERIFF’S OFFICE SUBSTATION IN PONTE VEDRA.

RECITALS

WHEREAS, St. Johns County Sheriff’s Office has expressed an interest in extending their lease for office space in Ponte Vedra which provides a substation and increased police presence in the community; and

WHEREAS, the Fifth Lease Modification Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, will be effective for one (1) year commencing October 1, 2025 and provides an option to extend the Lease Agreement for an additional 1-year term; and

WHEREAS, the County has determined that entering into said Fifth Lease Modification Agreement will serve the interest and welfare of the residents of St. Johns County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Fifth Lease Modification Agreement and authorizes the County Administrator, or designee, to execute said agreement.

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 record the original Fifth Lease Modification Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 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

FIFTH LEASE MODIFICATION AGREEMENT

THIS FIFTH LEASE MODIFICATION (“Modification” or “Agreement”) is made as of this ____ day of _____, 20____ (“Effective Date”) by and between **Mickler’s Landing, L.L.C.**, a Florida limited liability company (“Landlord”) and **St. Johns County, Florida**, a political subdivision of the State of Florida (“Tenant”).

WITNESSETH: That,

WHEREAS Landlord and Tenant (or their predecessors in interest) are parties to a Lease Agreement dated November 25, 2014, as was amended by a First Lease Modification dated October 6, 2021, a Second Lease Modification Agreement dated October 5, 2022, a Third Lease Modification Agreement dated September 11, 2023, and a Fourth Lease Modification and Assignment Agreement dated December 4, 2024 (collectively, the “Lease”) wherein Tenant leased approximately **2,950 square feet** of space that being **unit 105-107** (“Premises”) located at **1108 A1A N, Ponte Vedra Beach, FL 32082** (“Shopping Center”);

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Recitals; Reaffirmation of the Lease.** The above recitals are true and correct and are incorporated and reaffirmed herein. All capitalized terms used in this Modification but without definition shall have the meaning ascribed to such terms in the Lease. If the Lease has expired prior to the Effective Date hereof, then, in such case, Landlord and Tenant each reaffirm the validity of the Lease, acknowledge that the previous term of the Lease expired, and Tenant has been month-to-month since that time. The parties agree that the Lease is hereby reaffirmed and to extend/renew, whichever the case may be, the term of the Lease according to the terms and conditions in the Lease except as modified herein.
- 2. Term Extension.** The parties hereby agree to extend the Lease Term for a term of **one (1) Lease Year** commencing on **October 1, 2025** (“New Rent Commencement Date”) and terminating at 11:59 PM EST on **September 30, 2026** (“Extended Term”).
- 3. Rent.** Base Rent for the Extended Term shall be the amount shown in the below chart, plus applicable sales and use tax, Operating Expenses, and all other items of Additional Rent. Tenant shall continue to pay all items of Rent on the Premises until the New Rent Commencement Date.

Lease Year	Annual Base Rent*	Monthly Base Rent*	
1	\$71,773.50	\$5,981.13	plus Operating Expenses and sales tax

**For so long as Tenant has tax exempt status within the State of Florida and has forwarded a Florida DR-14 form approved by the State of Florida to Landlord (or any successor form), Landlord will not bill Tenant for any taxes for which Tenant is exempt under Florida law.*

- 4. Operating Expenses.** Operating Expenses are currently **\$7.07 per square foot**, subject to adjustment, payable upon the terms stated within the Lease.
- 5. Renewal Option.** Provided Tenant is not in default under any terms of the Lease, Tenant shall have the automatic option to renew this Lease (“Renewal Option”) for a period of **one (1) Lease Year**, at the rate of **\$25.06 per square foot** for Base Rent (“Renewal Term”). The Renewal Term shall automatically commence on **October 1, 2026** (“Renewal Term Commencement Date”) and shall terminate at 11:59pm EST on September 30, 2027, unless Tenant notifies Landlord in writing at least 180 days prior to the Renewal Term Commencement Date of its intent to non-renew the Lease and the Renewal Option shall thereafter be null and void.
- 6. Miscellaneous.** Except as expressly set forth in this Modification, the Lease, as amended, shall remain unmodified and in full force and effect and all other provisions of the Lease shall remain unchanged and are incorporated in this Modification by this reference. In the event of any conflict between the terms of the Lease and the terms of this Modification, the terms of this Modification shall control. Except as set forth in this Modification there are no other agreements between the Landlord and the Tenant except as set forth in the Lease. Tenant acknowledges that the as of the Effective Date, Landlord has fully performed its obligations under Lease, and that Tenant knows of no default by Landlord under the Lease, and knows of no situations which, with notice or the passage of time, or both, would constitute a default. Should Tenant become in default of the terms of this Agreement then all amounts due hereunder, upon demand of Landlord, shall become due and owing, in addition to all other rights and remedies in law, in equity or as stated within the Lease.
- 7. Counterparts & Execution.** This Modification may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Modification. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Modification.
- 8. Corporate Resolution.** The person signing below for Tenant hereby affirms, represents, and covenants that he/she is authorized to execute this Agreement on behalf of Tenant. If an authorization is necessary or required prior to the person executing this Agreement on behalf of Tenant, he/she shall attach such authorization hereto.

on behalf of Tenant, he/she shall attach such authorization hereto.

TENANT REPRESENTS THAT TENANT HAS NO CLAIM OF ANY DEFAULT BY LANDLORD NOW OR IN THE PAST.

This Modification is duly executed by Landlord and Tenant as of the Effective Date.

LANDLORD: Mickler’s Landing, L.L.C., a Florida limited liability company

By: Miklaine Management, L.L.C., a Florida limited liability company

Its: Manager

By:  _____

Name: Christian Adenburg

Its: Managing Member/Authorized Agent

Date: 8-1-25

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

By: _____

Printed: _____

Its: _____

Date: _____

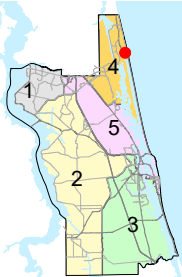
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Subject Area

A1A N

Mickler Rd



2023 Aerial Imagery
Date: 7/28/2025

**FIFTH LEASE
MODIFICATION AGREEMENT**
**ST. JOHNS COUNTY
SHERIFF'S OFFICE
SUBSTATION**



Land Management
Systems
(904) 209-0764

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