7	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

10/20/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **September 14, 2026**

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 Lease Agreement with Hastings Main Street, Inc., for storage space situated within the Utility Department Building located off N. Main Street in Hastings, Florida.**

AGENDA TYPE: **Consent Agenda, Resolution**

BACKGROUND INFORMATION:

Hastings Main Street, Inc., a Florida not-for-profit corporation has expressed an interest in continuing to lease storage space situated within the Utility Department Building located at 138 N. Main Street in Hastings. Hastings Main Street, Inc., has submitted a Lease Agreement. This is a revocable Lease Agreement and the County can terminate the Lease with ninety (90) days' written notice should a need be determined. The County has determined that entering into said Lease Agreement will promote the efforts to preserve, protect and improve the historic Hastings Town District and surrounding communities.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, approving the terms and authorizing the County Administrator, or designee, to execute a Lease Agreement with Hastings Main Street, Inc., for storage space situated within the Utility Department Building located off N. Main Street in Hastings, Florida.

For Administration Use Only:
Legal: Lex Taylor 9/15/2026 **OMB: CR 9/16/2026** **Admin: JDD 10/6/2026**

RESOLUTION NO. 2026-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH HASTINGS MAIN STREET, INC., FOR STORAGE SPACE SITUATED WITHIN THE UTILITY DEPARTMENT BUILDING LOCATED OFF N. MAIN STREET IN HASTINGS, FLORIDA.

RECITALS

WHEREAS, Hastings Main Street, Inc., a Florida not-for-profit corporation, has expressed an interest in continuing to lease storage space situated within the Utility Department Building located at 138 N. Main Street in Hastings; and

WHEREAS, Hastings Main Street, Inc., has submitted a Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this is a revocable Lease Agreement, and the County can terminate the Lease with ninety (90) days' written notice should a need be determined; and

WHEREAS, the County has determined that entering into said Lease Agreement will promote the efforts to preserve, protect and improve the historic Hastings Town District and surrounding communities.

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 material terms and conditions of the Lease Agreement and authorizes the County Administrator, or designee, to execute the Lease Agreement in substantially the form attached on behalf of the County.

Section 3. To the extent that there are typographical 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 is instructed to file the original Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Clay Murphy, Chair

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

By: _____
Deputy Clerk

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of the day of _____, 2026, by and between **ST. JOHNS COUNTY,** a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, through its Board of County Commissioners, hereinafter referred to as Landlord or County, ("Landlord" or "County"), and **HASTINGS MAIN STREET, INC.,** a Florida not-for-profit corporation authorized to conduct business in the State of Florida, whose primary address is 105 S Ponce de Leon Boulevard St. Augustine, Florida, 32084, hereinafter referred to as Tenant ("Tenant").

For and in consideration of Tenants' covenant to pay the rental and other sums provided for herein, and the performance of the other obligations of Tenant hereunder, Landlord leases to Tenant, and Tenant lease from Landlord, the Premises as defined below in Section 1.1.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

SECTION 1: PREMISES

1.1 **Description/Premises.** Landlord hereby leases to Tenant a portion of that certain property situated within the Utility Department Building located at 138 N. Main Street ("Facility"), Hastings, County of St. Johns, State of Florida, together with all appurtenances thereto and all buildings, structures, and improvements located thereon (the "Premises") from time to time during the term of the Lease. Whenever "Surrounding Areas" is used it shall be deemed to include all areas surrounding the Premises including the parking area and front entrance. Said lease space consists of the entire front portion of the building totaling approximately 1,536 square feet of unfurnished space.

The property leased hereby shall only be used for and is strictly limited to storage of items related to Hastings Main Street, Inc.'s efforts to preserve, protect and improve the historic Hastings Town District and surrounding communities. Tenant acknowledges and expressly agrees that, notwithstanding any term, condition, or provision contained in this Lease Agreement, the Landlord's use of the Premises shall take priority over any permission granted to the Tenant.

1.2 **Initial Term.** The initial term of this Lease ("Initial Term") shall commence on November 1, 2026 (the "Effective Date") and shall end on October 31, 2028. Whenever the word ("Term") is used in this Lease, it shall be deemed to include the Initial Term, and any exercised Renewal Periods as described in Section 1.3. If either Landlord or Tenant determines at any time that the Premises has become unsuitable for the intended use, ninety (90) day written notice shall be provided to the non-terminating party advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period.

1.3 **Tenants' Right to Extend.** Tenant shall have the right to extend the Term at the end of the Initial Term described in Section 1.2 above for up to five (5) additional terms of one (1) year(s) each (the "Renewal Period") on the same terms and conditions as contained herein. Tenant shall automatically be deemed to have exercised its option as to each extension term provided that neither party notified the other in writing of intent not to accept such extension at least sixty (60) days prior to the end of the then current termination date. While this Lease may be renewed, it is expressly noted that the Landlord is under no obligation to extend this Lease.

SECTION 2: RENT

2.1 Rent. As rental for the leased premises, Tenant shall pay to Landlord, an annual rental payment of Five Hundred and No/100 Dollars ($500.00), plus applicable sales tax, to be paid annually, in advance. Rental for any partial month shall be prorated. Tenant shall pay rent at the rate set forth above following date of execution of the Lease Agreement, throughout the term of this Lease on or before the first day of the first full calendar month of the initial term and any Extension Terms as defined in Section 1.3. Tenant shall make such payment to the address set forth herein for notices, or to such other address as Landlord shall from time to time designate by written notice.

2.2 Lease Administration Fee. In addition to any Rent that may be due, Tenant covenants and agrees to pay Landlord an Administration Fee of three hundred dollars ($300.00) per year for each year of the Initial Term and Renewal Period, payable prior to the Effective Date and each year thereafter on or before the anniversary of the Effective Date.

2.3 Rent Adjustment Upon Notice. Notwithstanding any other provision of this Lease, County reserves the right to establish and charge market-based rent during the Lease Term upon the determination of the County Administrator or designee and after providing the Tenant with at least ninety (90) days' prior written notice. Such notice shall specify the effective date of the rent obligation and the amount of monthly rent to be paid. Beginning on the effective date stated in the notice, Tenant shall pay the specified rent in accordance with the terms of this Lease.

2.4 Rent Adjustment; Tenant's Right to Terminate. If Landlord provides Tenant with ninety (90) day written notice of a new increased rent obligation for any renewal term or as otherwise permitted under this Lease, Tenant shall have forty-five (45) days from the date of such notice to notify Landlord in writing of Tenant's election to terminate this Lease in lieu of accepting the increased rent.

If Tenant fails to provide written notice of termination within the forty-five (45)-day period, Tenant shall be deemed to have accepted the rent increase, and the increased rental amount shall become effective on the date specified in Landlord's notice.

If Tenant exercises the right to terminate under this provision, this Lease shall terminate on the effective date specified in Tenant's notice from the County, unless parties mutually agree otherwise. Tenant shall remain responsible for all rent and other obligations under the Lease through the termination date.

2.5 Escalation. Not applicable.

2.6 Rent Payments. Rent and other sums to be paid by Tenant shall be payable in lawful money of the United States of America. Tenant shall make all payments of Rent and Fees to Landlord without notice or demand at the place provided in Section 16.10.

2.7 Late Charge. Not applicable.

2.8 Security Deposit. No Security Deposit.

2.9 Holding Over. Any holding over by the Tenant after the expiration of this Lease shall be construed as a Tenancy at Sufferance at a Rent equal to 150% of the Rent due hereunder, unless such occupancy is with the prior written consent of the Landlord, in which event the Tenant will be a tenant from month to month, upon the same terms and conditions of this Lease, except that lease rate for such holdover period shall be 150% of the last years effective Rent or such other lease amount as is agreed to in writing by the respective parties for such Holdover period. Acceptance by the Landlord of Rent after such termination shall not constitute a renewal of any nature.

SECTION 3: UTILITIES

3.1 Utilities. Telecommunication utilities, including telephone/voice mail/internet/wi-fi, are not available at this location. At Tenant's sole cost and expense, Tenant shall contract for, and pay all costs associated with, the electricity, water, sewer and solid waste removal related to this property.

SECTION 4: MAINTENANCE AND RESTRICTIONS

4.1 **Maintenance by Landlord.** Landlord shall maintain, repair and keep the parking areas/asphalt in good repair. A security system and/or a sprinkler system are not provided at this location.

Upon written request by Tenant, Landlord, at its discretion, will review any repairs to determine if it is cost effective to repair 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 systems, and property drainage (including gutters, downspouts, pipes, drains and slope). Landlord is under no obligation to make repairs to the Premises or the Surrounding Areas if Landlord determines that it is not cost effective to do so. If Landlord should elect not to make repairs due to cost or other circumstances, then Landlord has the authority to terminate this lease upon ninety (90) days written notice to Tenant.

Prompt notification of any defects or hazards should be made to St. Johns County Facilities Maintenance during working hours (8:00 a.m. to 5:00 p.m.) at (904) 209-0400 and after hours and weekends at (904) 669-4306.

Landlord shall have no duty to make any repairs within the Premises or Surrounding Areas resulting from:

a) any alterations, modifications or improvements made by or on behalf of Tenant;
b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory;
c) Tenant's use or occupancy of the Premises or Surrounding Areas in violation of this Lease or in a manner not consistent herewith; or
d) the acts or omissions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees, users, visitors, or any person.

4.2 **Maintenance by Tenant.** Except for Landlord's maintenance responsibilities as provided elsewhere in this Lease, Tenant, at Tenant's sole expense, shall maintain, repair and keep the structural components and supporting walls, foundation, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), exterior flood lights, landscaping (including mowing and tree trimming/removal), gutters, and downspouts, if any, and all other improvements in good repair. Including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. Failure by Tenant to maintain the Premises as provided in this Lease may result in Landlord having to expend funds for clean-up and/or repair. If such incident occurs, then Tenant shall fully reimburse Landlord, within ten (10) business days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair. It is expressly understood that Tenant, at its sole expense, shall be responsible, if necessary, for maintaining and replacing any and all appliances located within the Premises, replacing interior light bulbs, providing for any security monitoring, pest control, or janitorial services necessary to maintain the Premises in a clean, pleasant, sightly, sanitary and safe condition. Tenant shall ensure the Premises is secured at all times and report any security breaches or vandalism to the Landlord immediately.

4.3 **Unlawful activity**. The Tenant shall not make any unlawful, immoral, improper or offensive use of the Premises or Surrounding Areas nor allow its employees, agents, invitees, contractors, subcontractors, visitors, users, guests, or any person to utilize said Premises or Surrounding Areas for any purpose other than that herein. The use of illegal drugs is strictly prohibited.

4.4 **Alcohol**. Alcohol consumption and sales are strictly prohibited on the Premises and Surrounding Areas.

4.5 **Smoking**. Smoking (including vaping) is prohibited on the Premises and Surrounding Areas.

4.6 **Lithium-Ion Batteries.** Tenant shall be responsible for the safe and proper use, disposal and storage of lithium-ion batteries, or products containing lithium-ion batteries.

4.7 **Signs, Awnings and Canopies.** Tenant shall not erect or install any exterior or interior signs or window or door signs, advertising media or window or door lettering or placards without

Landlord's prior written consent. Signs will conform to the general aesthetic of the facility as determined by Landlord. At all times, Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

SECTION 5: POSSESSION, AUTHORIZATIONS, IMPROVEMENTS, AND SURRENDER

5.1 **Possession.** The Tenant will take possession of the Premises, with existing structure, in an as-is condition. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense upon written consent and permission of the Landlord.

5.2 **Authorizations**. Prior to undertaking any activities, events, construction, repairs, maintenance (other than routine or required by this Lease) on the Premises or Surrounding Areas, Tenant shall obtain written permission from the Landlord. Once such permission is granted, Tenant shall secure and maintain all local, state, and federal authorizations, permits, licenses, and permissions necessary.

5.3 **Improvements by Tenant.** Tenant shall incur all costs associated with any and all construction build-out or improvements to the interior and/or exterior of the structure upon written consent and permission of the Landlord. All construction or improvements on the Premises or Surrounding Areas shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments. To the extent it deems advisable, the Landlord retains the right, but not the obligation, to monitor and inspect Tenant's construction build-out or improvements at the Premises or Surrounding Areas. The above notwithstanding, the interests of the Landlord in the Premises and Surrounding Areas shall not be subject to construction liens or other liens for improvements made by the Tenant. All improvements made at the Premises or Surrounding Areas shall upon the expiration or earlier termination of this Lease, be the property of the Landlord without compensation to the Tenant unless the Landlord requests removal consistent with Section 5.4 or otherwise agreed between the parties in writing.

5.4 **Surrender Upon Termination or Expiration**. At the expiration or sooner termination of this Lease, Tenant shall immediately cease all activities and surrender the Premises and Surrounding Areas to the Landlord in the same condition as the Effective Date, reasonable wear and tear excepted and shall surrender all keys for the Premises and Surrounding Areas.
All structures, improvements and fixtures permanently affixed to the Premises and Surrounding Areas and all alterations, additions and changes thereto shall automatically belong to the Landlord without compensation to Tenant. Notwithstanding, if requested by the Landlord in writing, Tenant shall without limitation remove any and all additions, alterations, improvements, fixtures, structures, machinery, and equipment installed by the Tenant on the Premises and Surrounding Areas (and repair any damage caused thereby), at no cost to the Landlord, within 90 days of termination or expiration of the Lease. Tenant shall also remove any personal property, at no cost to the Landlord, within 90 days of termination or expiration of the Lease. Any and all property not removed from the Premises or Surrounding Areas within ninety (90) days at the termination of this Lease or the end of the term of this Lease or extension hereof, shall be considered to belong to the Landlord without compensation to the Tenant or to have been abandoned as to any and all rights

or claims of Tenant, and will be at Landlord's sole right of disposal. Tenant shall execute and deliver to Landlord such Bills of Sale, Quit Claim Deeds and other documents as Landlord deems reasonably necessary to evidence ownership by Landlord.

SECTION 6: DAMAGE OR DESTRUCTION

6.1 **Damage.** Tenant shall immediately give notice to Landlord by telephone to Facilities Maintenance during working hours (8:00 a.m. – 5:00 p.m.) at (904) 209-0400, and after hours and weekends at (904) 669-4306, and writing of any damage to the Premises or Surrounding Areas if the Premises or Surrounding Areas are damaged by fire, explosion, wind, water or other casualty ("Occurrence"). Unless the Landlord determines that it is not cost effective to repair the Premises or Surrounding Areas, the damage shall promptly be repaired by Landlord subject to this Section. If the Landlord determines that it is not cost effective to repair the Premises or Surrounding Areas, Landlord shall provide Tenant ninety (90) days written notice of termination of this Agreement in accordance with the requirements of this Agreement. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease.

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

SECTION 7: CONDEMNATION

7.1 **Taking**. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or any portion of the Premises or materially all of the Premises at any time during the Term, the Landlord shall receive 100% of any compensation paid by the condemning authority. The Lease Term shall cease as of the date of possession by the condemner, and all Rent shall be apportioned as of the date of possession.

SECTION 8: SUBLETTING AND ASSIGNMENT

8.1 **Subletting and Assignment**. Tenant covenants that it will not rent, assign, sublet, lease or otherwise allow occupancy of the Premises or Surrounding Areas in whole or in part to any third party without written consent of the Landlord.

SECTION 9: WARRANTIES

9.1 **Landlord's Warranties**. Landlord represents, warrants and covenants that:

(a) **Title.** Fee simple title to the Premises is vested in Landlord.

(b) **Power and Authority.** Landlord has the authority and power to enter into this Lease and to consummate the transaction provided for herein. This Lease and all other documents executed and delivered by Landlord have been duly authorized, executed and delivered by Landlord and constitute legal, valid, binding and enforceable obligations of Landlord.

(c) **Quiet Enjoyment.** Tenant shall at all times during the Term of this Lease have the right to peacefully and quietly have, hold, occupy and enjoy the Premises, subject to the terms of this Lease, without hindrance or molestation from Landlord or any person claiming by, through or under Landlord.

(d) **No Violations and Actions.** The execution, delivery and performance by Landlord of its obligations under this Lease will not conflict with or result in a breach of any law, governmental rule, regulation, judgment, decree or order or the provisions of any contract to which Landlord is a party or by which it is bound. There is no action, suit, proceeding (including but not limited to any condemnation proceeding) or investigation pending, or to Landlord's knowledge threatened, before any agency, court or other governmental authority which relates to the Premises or the use thereof.

(e) **No Lender.** There is no mortgagee or other lender holding a security interest in the Premises, and Landlord covenants that it shall not grant or permit to be granted a security interest in the Premises without Tenant's consent, which consent may not be unreasonably withheld.

9.2 **Tenant's Warranties**. Tenant represents and warrants that:

(a) **Execution of Documents.** This Lease and all other documents executed and delivered by Tenant have been duly authorized, executed and delivered by Tenant and constitute legal, valid, binding and enforceable obligations of Tenant.

(b) **Operation.** Tenant will operate the Premises in accordance with this Lease.

(c) **Liens and Encumbrances**. Tenant shall not create or permit or suffer to be created any liens or encumbrances on the Premises or Surrounding Areas or based upon Impositions (as hereinafter defined) which are the responsibility of Tenant under this Lease. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this.

(d) **Not-for-Profit.** Tenant is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida

SECTION 10: TAXES

10.1 **Taxes**. Beginning on the Effective Date, Tenant shall pay prior to delinquency each and every one of the following arising during the Term (collectively the "Impositions"):

(a) All taxes imposed on or with respect to personal property, inventory and intangibles located on or used in connection with the Premises. All taxes, charges and assessments, if any, levied on or otherwise applicable to the Premises and on the equipment, furniture and fixtures located thereon or as a result of Tenant's use of the Premises, including but not limited to sales, personal and real property taxes.

(b) All other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges (including interest and penalties thereon), which at any time during the Term may be assessed, levied, confirmed or imposed on or in respect of or right or interest in the Premises, or any occupancy, use or possession of or activity conducted thereon, surrounding, or any part thereof, expressly excluding, however, any such items arising directly or indirectly out of any act or omission of Landlord, any of Landlord's predecessors in title or any other person occurring prior to the Effective Date.

SECTION 11: TENANT TO COMPLY WITH LAWS

11.1 Tenant shall at all times during the Term of this Lease, at Tenant's sole cost and expense, perform and comply in all material respects with laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated which are applicable to the Premises, Surrounding Areas, and the business of Tenant conducted with respect thereto. Upon request of Tenant, Landlord shall reasonably cooperate, at Tenant's sole cost and expense, to facilitate such performance and compliance. Tenant shall secure and maintain all licenses and/or permits required by applicable local, state and federal law, rule regulation and/or policy necessary for Tenant's use of the Premises and Surrounding Areas.

SECTION 12: INSPECTION BY LANDLORD

12.1 **Inspection of Premises**. Landlord and Landlord's agents and representatives shall be entitled, to go upon and into the Premises for the purpose of:

(a) Inspecting the same; or

(b) Inspecting the performance by Tenant of the agreements and conditions of this Lease.

Landlord shall assume no duty or liability with respect to the Premises or its maintenance as a result of such inspection.

During the last ninety (90) days of the Term of this Lease, Tenant shall permit inspection of the Premises at reasonable times and for reasonable periods by or on behalf of prospective tenants and prospective purchasers.

SECTION 13: INSURANCE - PLEASE SEE "EXHIBIT A" OF THIS LEASE

SECTION 14: INDEMNIFICATION

14.1 To the extent permissible by law, Tenant agrees to indemnify and hold Landlord and its officers, agents, contractors, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with (whether directly or indirectly) the operations or use of the Premises or Surrounding Areas described herein. It is the intention of Tenant that Landlord and its officers, agents, contractors, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense to Tenant and its employees, agents, contractors, guests, invitees, users, visitors, or any person while on the Premises or Surrounding Areas due to accidents, mishaps, misconduct, negligence or injuries either in person or property, even if caused directly or indirectly by Landlord and its officers agents, contractors, or employees. Tenant expressly assumes full responsibility for any and all damages or injuries to any person or property arising from, by reason of or in connection with the use of the Premises and Surrounding Areas pursuant to this Lease.

Tenant assumes responsibility for any and all claims for personal injury damages arising out of, by reason of or connected to its use of the Premises and Surrounding Areas. Landlord and its officers, agents, contractors, or employees shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant and its employees, agents, contractors, guests, invitees, visitors, users, or by any person whosoever may be using or occupying or visiting the Premises and Surrounding Areas , or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way connected to, result from or arise out of any act, omission or negligence of Landlord and its officers, agents, contractors, or employees, Tenant and its employees, agents, contractors, guests, invitees, or by any person, any occupant, subtenant, visitor or user of any portion of the Premises and Surrounding Areas. The indemnity provisions of this section shall survive the termination of this Lease. This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by Tenant, pursuant to this Lease, or otherwise.

SECTION 15: DEFAULT AND TERMINATION

15.1 **Event of Default**. The occurrence of any of the following shall constitute an Event of Default:

(a) Payments to Landlord. Failure of Tenant to make any payment of Rent owing to Landlord hereunder within five (5) days after written notice is given to Tenant by Landlord, or to pay, within ten (10) days after written notice is given to Tenant by Landlord, any Imposition or any other payment which if not paid will result in a lien on the Premises or Surrounding Areas.

(b) Other Covenants. Tenant or Landlord being in breach of, or Tenant or Landlord failing to perform, comply with, or observe any other term, covenant, warranty, condition,

agreement or undertaking contained in or arising under this Lease other than those referred to in Section 15.1(a) and such failure continues for a period of thirty (30) days after written notice thereof is given by the non-defaulting party to the defaulting party, provided, that, if such default cannot reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended so long as the defaulting party diligently and continuously prosecutes such cure. Landlord shall have the right to immediately terminate this agreement without notice or ability to cure for any unlawful activity.

(c) Dissolution. Tenant's corporation dissolves, administratively or otherwise, or fails to maintain its designation.

(d) Insolvency.

(1) Tenant making an assignment for the benefit of creditors, filing a petition in bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or commencing any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against it, in which an order for relief is entered or which remains undismissed for a period of ninety (90) days or more; or Tenant by any act or omission indicating its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or suffering any such custodianship, receivership or trusteeship to continue undischarged for a period of ninety days or more.

(2) Tenant being generally unable to pay its debts as such debts become due.

(3) Tenant having concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or making or suffering a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or suffering or permitting, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint which is not vacated within ninety (90) days from the date thereof.

(e) Notice of Cure Periods. Landlord and Tenant acknowledge and agree that no Event of Default shall be deemed to occur under this Lease unless and until any and all applicable grace, cure, and notice periods shall have expired.

15.2 **Termination of Lease**. In addition to all other rights and remedies available to Landlord at law or in equity following an Event of Default by Tenant, Landlord may, at any time after the occurrence of any Event of Default on the part of Tenant, and while the same remains unremedied, give notice to Tenant of its intention to terminate this Lease, in which case, unless within fifteen (15) days after the giving of such notice, the condition creating or upon which is based such Event

of Default is cured, this Lease shall terminate as of the expiration of such fifteen (15) days and Landlord may reenter upon the Premises and have possession thereof.

15.3 **Effect of Termination**. Upon termination of the Term under this Section 15, all rights and privileges of Tenant and all duties and obligations of Landlord hereunder shall terminate. Immediately upon such termination of the Term, and without further notice to any other party, Landlord shall have the right to assert, perfect, establish and confirm all rights reverting to Landlord by reason of such termination by any means permitted by law, including the right to take possession of the Premises together with all Improvements thereto, subject to Tenant's rights to remove its property as provided herein, and to remove all persons occupying the same and to use all necessary lawful force therefor and in all respects to take the actual, full and exclusive possession of the Premises and every part thereof as Landlord's original estate, thereby wholly terminating any right, title, interest or claim of or through Tenant as to the Premises and Surrounding Areas or the Improvements or fixtures and alterations to the Improvements, and all personal property located on the Premises and Surrounding Areas, all without incurring any liability to Tenant or to any person occupying or using the Premises or Surrounding Areas for any damage caused or sustained by reason of such entry or such removal, except for damage resulting from Landlord's negligence or willful misconduct in effecting such removal. Provided, however, that Landlord shall use commercially reasonable efforts to mitigate its damages.

15.4 **Termination for Convenience.** If the Landlord, at its sole discretion, determines at any time that the property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of the subject property, then Landlord shall give ninety (90) day written notice to Tenant advising of such unsuitability and electing to terminate this Lease at the end of said 90-day period. Provision of such notice shall not be considered an event of default on the part of the Landlord, even if such notice is issued in response to a request for repairs or maintenance by the Tenant. The effect of such termination upon the parties shall be as set forth in Section 15.3.

15.5 **No Waivers**. No failure by any party hereto to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach, or the acceptance of full or partial rent during the continuance thereof, shall constitute a waiver of any such breach or of any such provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

SECTION 16: MISCELLANEOUS

16.1 **Grant/Loan Application.** In the event Tenant applies for a loan or grant as part of Tenant's fundraising efforts to finance improvements to or on County-owned property, Tenant shall furnish said application to Landlord for review and approval. If, as the Property Owner, Landlord agrees to facilitate the application by agreeing to the project provided, Landlord will not agree to assume any responsibility, including but not limited to, executing a Preservation Agreement, agreeing to repayment or matching of any funds or loans, agreeing to assume the cost

of continued maintenance and repair of the property, or agreeing to assume responsibility for any program that may not receive subsequent grant funding.

16.2 **No Partnership**. Nothing contained herein or in any instrument relating hereto shall be construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for debts or obligations of Tenant or any other party.

16.3 **Time of the Essence**. Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, agreement, condition and provision hereof. The word "day" means "calendar day" as used for computation of time periods herein and the computation of time shall include Saturdays, Sundays and holidays. The phrase "business day" means any day on which the St. Johns County Administration Building is generally open for business. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day.

16.4 **Captions**. The captions of this Lease are for convenience and reference only, and are not a part of this Lease, and in no way amplify, define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

16.5 **Meaning of Terms**. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires. All exhibits referenced herein or attached hereto are incorporated in this Agreement.

16.6 **Lease Construed as a Whole**. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenant.

16.7 **Severability**. If any provision of this Lease (other than those relating to payment of rent) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.8 **Survival**. Each provision of this Lease which may require the payment of money by, to or on behalf of Landlord or Tenant or third parties after the expiration of the Term hereof or its earlier termination shall survive such expiration or earlier termination.

16.9 **Amendment**. This Lease may be amended only in writing, signed by both Landlord and Tenant.

16.10 **Notices**. All notices, demands, requests, or other writings in this Lease (each a "Notice") required to be given or made or sent, or which may be given or made or sent, by either party hereto

to the other, or to either party shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, (iii) electronically transmitted (including facsimile) with confirmation sent by another method specified in this Section or (iv) mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepared to:

Landlord:	St. Johns County, Florida Land Management Services 500 San Sebastian View St. Augustine, Florida 32084
With Copy to:	St. Johns County Office of County Attorney 500 San Sebastian View St. Augustine, Florida 32084
Tenant:	Hastings Main Street, Inc. 105 S Ponce de Leon Boulevard St. Augustine, Florida 32084

or to such other address as either party may from time to time designate by written Notice to the other. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

16.11 **Attorney Fees**. In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach thereof, or in any proceeding to recover the possession of the Premises, each party shall pay its own fees and costs.

16.12 **Interest**. Except as otherwise specifically provided herein, any amounts due from one party to the other pursuant to the terms of this Lease, including amounts to be reimbursed one to the other, shall bear interest from the due date or the date the right to reimbursement accrues at the prime rate of interest published in the Wall Street Journal or similar publisher of business statistical data, plus two percent (2%); provided, however, that such rate shall not exceed, in any event, the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or rights of offset or creation of defenses. For purposes of interest calculations, the due date of amounts or the date the right to reimbursement accrues shall be deemed the date that it originally was owing but may have been disputed, as distinguished from the date of final settlement or the making of a judicial or arbitration award.

16.13 **Consents and Approvals**. Whenever the consent or approval of Landlord or Tenant is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

16.14 **Governing Law and Venue**. This Lease shall be construed according to and governed by the laws of the state of Florida. Venue shall lie exclusively in St. Johns County, Florida.

16.15 **Non-Waiver of Sovereign Immunity**. Nothing in this Lease is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense or privilege enjoyed by the County/Landlord, including those provided by 768.28, Florida Statutes. Nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16.16 **Hazardous Substances**.

(a) Neither Tenant, nor any permitted assignee, subtenant, licensee or other person or entity acting at the direction or with the consent of Tenant shall manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, Surrounding Areas, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal, State or Local law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

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

16.18 Human Trafficking: Pursuant to Section 787.06(13), Florida Statutes, Tenant shall submit to County, upon execution of this Lease, any renewal of this Lease, or any extension of this Lease, an affidavit signed by an officer or representative of Tenant under the penalty of perjury attesting that Tenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes

16.19 **Execution in Counterparts.** This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Signature Page Follows

Exhibit A
Insurance Requirements

Without limiting its liability under this Lease, Tenant, and its contractors and subcontractors shall at all times during the Term of this Lease maintain the following insurance coverages with insurers authorized to do business in Florida and rated at least "A- VII" by A.M. Best or equivalent. All policies (except Workers' Compensation) shall be endorsed to name St. Johns County Board of County Commissioners and its respective members, officers, officials, employees, and agents as additional insured with respect to liability arising out of Tenant's occupancy or operations under this Lease.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

Standard Florida Workers' Compensation and Employers Liability coverage is required. A waiver of subrogation in favor of Landlord is required.

Commercial General Liability	$2,000,000	General Aggregate
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Damage to Rented Premises
	$ 5,000	Medical Expenses

Standard ISO occurrence form or equivalent is acceptable. An umbrella or excess policy may be used to reach the required limits.

Automobile Liability	$1,000,000	Combined

Single Limit per accident (Coverage for all automobiles, owned, hired or non owned used in performance of the Contract) Standard Business Auto or Non-Owned/Hired Auto coverage is acceptable if Tenant uses vehicles in connection with its operations.

Professional Liability	$1,000,000	Per occurrence
	$2,000,000	Annual aggregate

The Tenant shall procure and maintain, at its sole cost and expense, professional liability insurance. Such insurance shall cover claims arising out of errors, omissions, negligence, or malpractice in the performance of professional services, including but not limited to food preparation, distribution, and any professional advice or guidance provided to individuals served by the Tenant.

Additional Insurance Provisions

A. Certificates of Insurance satisfactory to Landlord shall be delivered to Landlord prior to Tenant's occupancy and upon each policy renewal. Thirty (30) days' advance written notice of cancellation or material change shall be provided to Landlord at the address provided in Section 16.10.

B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name St. Johns County Board of County Commissioners and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of St. Johns County Board of County Commissioners its respective members, officers, officials, employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Tenant Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by St. Johns County Board of County Commissioners and their respective members, officers, officials, employees and agents. The Tenant is responsible for insuring their contents for any type of loss.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will St. Johns County Board of County Commissioners its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. Lease Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its contractors, subcontractors, employees or agents to St. Johns County Board of County Commissioners its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

H. Waiver/Estoppel. Neither approval by St. Johns County Board of County Commissioners nor its failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Contract.

I. Notice. The Tenant shall provide an endorsement issued by the insurer to provide St. Johns

County Board of County Commissioners thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Tenant shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, St. Johns County Board of County Commissioners may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that St. Johns County Board of County Commissioners and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Lease, Tenant shall present this Lease and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the Lease Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required by the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first written above.

Tenant:
HASTINGS MAIN STREET, INC.

Witness Signature

By: _____

EDSON GABOARDI JR
Print Name

Print Name: Jena Dennis

105 SOUTH PONCE DE LEON

Title: Board Chair

ST. AUGUSTINE 32084
Witness Address **REQUIRED** BUSINESS OR PERSONAL

Date: 9/14/26

Witness Signature

Kelly McTaggart
Print Name

408 E. Cochran Av.

St. Augustine FL 32085
Witness Address **REQUIRED** BUSINESS OR PERSONAL

Signed, sealed and delivered
In the presence of:

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

By:_____
Joy Andrews, County Administrator

Date:_____

_____
Witness Signature

_____
Print Name

_____

_____
Witness Address **REQUIRED** BUSINESS OR PERSONAL

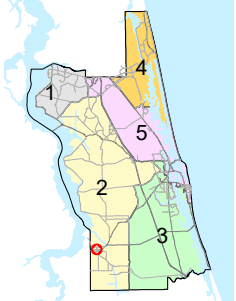
_____
Witness Signature

_____
Print Name

_____

_____
Witness Address **REQUIRED** BUSINESS OR PERSONAL





Imagery Date: 1/2026

Date: 9/14/2026

Hastings Main Street Inc.
Lease Agreement

Land Management Systems
Real Estate Division
(904) 209-0790

Disclaimer:
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