

RESOLUTION NO. 2007- 192

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE BETWEEN ST. JOHNS COUNTY AND THE COUNCIL ON AGING FOR PROPERTY TO BE PURCHASED AT OLD MOULTRIE ROAD TO OPERATE A PUBLIC TRANSPORTATION OPERATIONS AND MAINTENANCE FACILITY TO BE BUILT AND INTERIM USE OF PROPERTY FOLLOWING THE COUNTY'S PURCHASE.

RECITALS

WHEREAS, the County has been awarded a grant from the Federal Transit Authority to purchase property located at 2575 Old Moultrie Road to construct a public transportation operations and maintenance facility; and

WHEREAS, the Council on Aging for St. Johns County (COA), a Florida not for profit corporation and qualified as a Federal Internal Revenue Service 501(c) (3) non profit corporation, is the operator of the public transit program ; and

WHEREAS, the proposed facility will be constructed as a County facility to serve as the COA base of operations for transportation and maintenance dispatch services; and

WHEREAS, the COA has requested a Lease which includes a provision to use the subject property on an interim basis as an emergency base of operations; and

WHEREAS, the COA has presented a 30-year Lease, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to outline the terms relating to the use of the subject property.

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 of St. Johns County hereby approves the terms and conditions of the Lease and authorizes the County Administrator to execute said agreement.

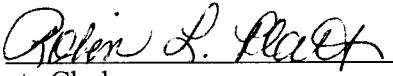
Section 3. The Clerk of Courts of St. Johns County is instructed to record the Lease in the public records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10 day of July, 2007.

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

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE July 13, 2007

Exhibit "A" to the Resolution

LEASE

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as Landlord, ("Landlord"), and **ST. JOHNS COUNTY COUNCIL ON AGING**, a Florida not-for-profit corporation, hereinafter referred to as Tenant ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Basic Lease Provisions and Exhibits

(A) DATE OF LEASE: _____

(B) NAME and ADDRESS OF LANDLORD:

St. Johns County, Florida, a political subdivision of the State of Florida
c/o Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084
Attention: County Administrator

(C) NAME OF TENANT and ADDRESS OF TENANT:

St. Johns County Council on Aging
180 Marine Street
St. Augustine, Florida 32084
Attention: Executive Director

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for public and governmental purposes including, but not limited to, public transportation operation and maintenance facility. See also Section 12.01: TERMS OF INTERIM USE.

Section 1.03: THE PREMISES.

Landlord hereby leases to Tenant that certain property situate on Old Moultrie Road, St. Augustine, County of St. Johns and State of Florida, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, together with all appurtenances thereto and all buildings and improvements located on the Premises from time to time during the term of the Lease. Said Premises consists of two parcels and contains 4.88 acres.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the first day of _____.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for an initial term of thirty (30) years commencing _____, 2007 and ending on _____, 2037 (the "Initial Term"), and, at Tenant's sole option, for two (2) additional terms of thirty (30) years each on the same terms and conditions as the Initial Term (the "Additional Term(s)"). Tenant shall give Landlord written notice of its election to extend the Lease at least six (6) months prior to the commencement of the Additional Term(s) (the Initial Term and Additional Term(s) are collectively hereinafter referred to as the "Demised Term"). See also Section 12.01: TERMS OF INTERIM USE.

Section 1.06: CONDITION OF PREMISES.

The Tenant will take possession of the Premises with existing structures and together with future improvement of a transportation operation and maintenance facility, to be facilitated by the Landlord. 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.

Section 1.07: RENT.

The rental due hereunder for the Initial Term shall be the sum of \$1.00, to be payable in advance on execution of the Lease. Rent for the Additional Term(s) shall be \$1.00 per term and shall be paid in advance on the first day of the Additional Term(s). See also Article 3 hereof.

Section 1.08: COVENANT OF OWNERSHIP.

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

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises and Tenant hereby rents same all in the manner and under the conditions set forth in this Lease.

Section 2.02: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

Notwithstanding any other section of this Lease, the Tenant's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Tenant described in the following covenant and solely and only in the manner and to the extent described in this Article and in such covenant.

Section 3.02: COVENANT TO BUDGET.

The Tenant covenants and agrees to appropriate in its annual Maintenance Department budget for payment on the Lease Agreement.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all electrical and telephone utilities used or consumed in the Premises; provided that Landlord shall first furnish the meters or other devices necessary to determine the amount of use or consumption within the Premises. Landlord shall provide all necessary and appropriate water, sewage and solid waste removal. The Landlord will provide at its cost a separate water meter for the Premises, and the Tenant shall pay the water and sewer fees.

**ARTICLE 5
MAINTENANCE, OPERATION AND REPAIR**

Section 5.01: MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, sprinkler systems, if any, mechanical systems, electrical systems, plumbing systems, parking areas, landscaping, gutters, downspouts and all other improvements in good repair. Landlord, however, shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customers.
- (e) Landlord shall maintain and provide cleanup of all parking lots and maintain any Flood lights on the premises.

Section 5.02: MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall keep the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If

Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. 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 Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and shall maintain, at its expense, commercial general liability insurance for the Premises, Other Areas and/or Common Areas. Landlord shall not be responsible for any loss or damage for injury to Tenant or to any and all persons or property, or death, or for any damage to the Premises, arising from or caused by Tenant's use and occupancy of the Premises, and Tenant shall indemnify and hold Landlord harmless from all liability for injury and loss to Tenant, or to any and all persons or property, or death, or for any loss or damage to the Premises arising from or caused by Tenant's use and occupancy of the Premises. Tenant will, for the entire term of this Lease, maintain for its benefit and the benefit of Landlord as a named co-insured, at Tenant's cost and expense, commercial general liability insurance in an amount not less than \$1,000,000.00 combined single limits for injury to persons or property. A copy of such insurance policy naming Landlord as an additional insured by policy endorsement CG2011 thereunder shall promptly be furnished to Landlord.

Requirement of Hazard and Flood Insurance. If required, Tenant will, for the entire term of this Lease and at Tenant's cost and expense, maintain for its benefit and the benefit of Landlord, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Landlord as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to

Landlord. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost from time to time of the buildings and improvements located on the Premises.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building. Tenant shall be named as a co-insured on all liability policies.

Section 6.03: Alcohol on County Premises.

Alcohol is only permitted in or on County premises with the written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty- five (25%) percent or more of the cost of completely replacing the building, or (iii) the buildings, taken in the aggregate shall be damaged to the extent that the cost of their repair is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenable and Tenant elects to utilize the portion not rendered untenable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. 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. In the event this Lease is terminated pursuant to this Article 7, the Tenant shall not be obligated to make any monthly Rental installment payments subsequent to the date of the Occurrence and all obligations to pay Rent that would have accrued subsequent to such date shall cease.

Section 7.02: LANDLORD'S WORK.

Upon an Occurrence, 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.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Tenant hereunder within 30 days after Landlord notifies Tenant that such sum is past due;
- (ii) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (iii) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Tenant to remedy Tenant's failure to perform any of the non payment terms covenants and conditions hereof; or
- (iv) Conform to the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination occasioned by Tenant's default, and the Tenant shall pay remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Tenant to Landlord under this Lease shall cease. Landlord shall use its best efforts to promptly obtain replacement tenants at a fair rental.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
 - (ii) Conform to the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default.
- Upon such default, the Tenant may terminate this Lease; the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon

vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages to difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities are appropriate tenants of a governmental facility or a transportation operation and maintenance facility and prior approval from Landlord, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: 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 (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by 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 or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS.

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

Section 11.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12
INTERIM USE**

Section 12.01 TERMS OF INTERIM USE.

The PROPERTY including the existing structures on the site will be utilized by the Tenant on an interim basis until the site is made ready for the new facility.

A Grant from the Federal Transit Authority (FTA) was awarded to purchase the property and construct the facility. The Tenant agrees to indemnify and hold harmless the FTA, the COUNTY and all officers, agents, and employees from any and all liability, injuries, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the interim use of the PROPERTY.

The Tenant expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the premises pursuant to this agreement, and agrees to pay the Landlord for all damages caused to the property resulting from the user's activities hereunder.

The TENANT represents that its activities pursuant to this interim use will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity.

The TENANT agrees to exemption from any and all Uniform Act benefits in relation to the interim use of the PROPERTY and holds the FTA harmless from any and all related benefits.

This interim use shall cease upon the beginning of excavation for the construction of the new facility and all other terms and conditions of the 30-year Lease shall supersede Section 12.01.

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

Witness
Print: _____

Witness
Print: _____

Tenant:
**COUNCIL ON AGING FOR ST. JOHNS
COUNTY**, a Florida not-for-profit
corporation

By: _____
Joseph L. Boles, Jr.
Its President

Witness
Print: _____

Witness
Print: _____

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

BY: _____
Waldemar (Wally) J. Kropacek
Its Interim County Administrator

Exhibit "A" to the Lease

Legal Description

Parcel A

The land referred to in this Exhibit is located in the County of St. Johns and the State of Florida in Deed Book 973, at Page 125 and described as follows:

For a Point of Reference BEGIN at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 7 South, Range 29 East; thence South 87 degrees 42 minutes 58 seconds West 33.00 feet to the West Right-of-Way of State Road 5-A and the POINT OF BEGINNING; thence South 02 degrees 08 minutes 00 seconds East along said West Right-of-Way 139.00 feet; thence South 87 degrees 42 minutes 58 seconds West, 314.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 59.00 feet; thence South 87 degrees 42 minutes 58 seconds West 440.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 80.00 feet; thence North 87 degrees 42 minutes 58 seconds East, 754 feet to the POINT OF BEGINNING.

Parcel B

Being a part of the South Half of the Northeast Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 29 East, and described as follows:

Commence at the Northeast corner of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 36, and run thence with said North line of said South Half, South 87 degrees 42 minutes 58 seconds West, 15 feet to the West line of Old Moultrie Road, (and being the starting point of a conveyance to James A. and Priscilla F. Bolton, recorded in Official Records Book 105, Page 431 and run thence with the West side of said Road South 02 degrees 08 minutes East, a distance of 139.00 feet, to the point of beginning at the Northeast corner of the herein described parcel of land, thence continue South 02 degrees 08 minutes East along said West side of Old Moultrie Road a distance of 142.82 feet, thence leaving said road and running South 87 degrees 42 minutes 58 seconds West, a distance of 753.81 feet (old deed calls for 772.20 feet) thence North 02 degrees 08 minutes West, a distance of 201.82 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 440.00 feet, thence South 02 degrees 08 minutes East, a distance of 59.00 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 314.00 feet to the point of beginning.

Exhibit "A" to the Lease

Legal Description

Parcel A

The land referred to in this Exhibit is located in the County of St. Johns and the State of Florida in Deed Book 973, at Page 125 and described as follows:

For a Point of Reference BEGIN at the Northeast corner of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 36, Township 7 South, Range 29 East; thence South 87 degrees 42 minutes 58 seconds West 33.00 feet to the West Right-of-Way of State Road 5-A and the POINT OF BEGINNING; thence South 02 degrees 08 minutes 00 seconds East along said West Right-of-Way 139.00 feet; thence South 87 degrees 42 minutes 58 seconds West, 314.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 59.00 feet; thence South 87 degrees 42 minutes 58 seconds West 440.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 80.00 feet; thence North 87 degrees 42 minutes 58 seconds East, 754 feet to the POINT OF BEGINNING.

Parcel B

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Commence at the Northeast corner of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 36, and run thence with said North line of said South Half, South 87 degrees 42 minutes 58 seconds West, 15 feet to the West line of Old Moultrie Road, (and being the starting point of a conveyance to James A. and Priscilla F. Bolton, recorded in Official Records Book 105, Page 431 and run thence with the West side of said Road South 02 degrees 08 minutes East, a distance of 139.00 feet, to the point of beginning at the Northeast corner of the herein described parcel of land, thence continue South 02 degrees 08 minutes East along said West side of Old Moultrie Road a distance of 142.82 feet, thence leaving said road and running South 87 degrees 42 minutes 58 seconds West, a distance of 753.81 feet (old deed calls for 772.20 feet) thence North 02 degrees 08 minutes West, a distance of 201.82 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 440.00 feet, thence South 02 degrees 08 minutes East, a distance of 59.00 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 314.00 feet to the point of beginning.