

RESOLUTION NO. 2009-339

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE ST. JOHNS COUNTY COUNCIL ON AGING, INC., FOR COUNTY OWNED PROPERTY ON MARINE STREET, ALLOWING BEER AND WINE SALES AND MODIFYING INSURANCE PROVISIONS, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE SAID AGREEMENT.

WHEREAS, Cathy Brown, Executive Director of the St. Johns County Council on Aging, a Florida not-for-profit corporation (COA), has requested to modify their lease to allow for the licensed sale of beer and wine at 179 Marine Street, also known as the River House, as shown on the letter attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and;

WHEREAS, the original Lease, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, was executed October 15, 2002 and did not address the sale of beer and wine, and;

WHEREAS, on October 2, 2007, the Board of County Commissioners adopted Resolution 2007-278, granting permission to build said River House on County owned property, and;

WHEREAS, the COA assumed substantial debt to construct the River House, and;

WHEREAS, the income from sale of beer and wine by the COA at the River House during special events would help the COA in their repayment of their construction debt, and;

WHEREAS, the insurance provision of the lease should reflect that the County will continue to insure 180 Marine Street (building only) and the COA will insure 179 Marine Street, and;

WHEREAS, the Amendment to the Lease to allow the sale of beer and wine and amend the insurance provisions is attached hereto as Exhibit "C", incorporated by reference and made a part hereof, and;

WHEREAS, it is in the best interest of the County to accept the Amendment to the Lease Agreement to further the ability of the COA to provide much needed services to the citizens 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.

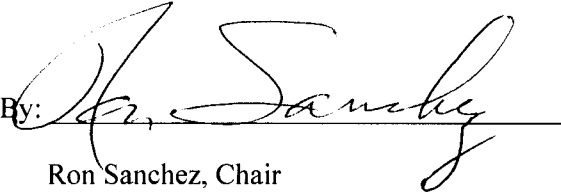
Section 2. The Board of County Commissioners accepts the terms of the Amendment to the Lease Agreement and authorizes the County Administrator, or designee, to execute said agreement.

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.

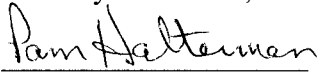
Section 4. The Clerk of the Courts is instructed to record the original Amendment of the Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of November, 2009.

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

By: 
Ron Sanchez, Chair

Attest: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 11/19/09

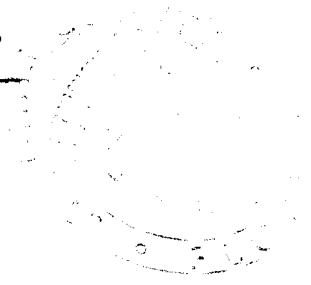


Exhibit "A" to Resolution



St. Johns County
Council On

180 Marine Street • St. Augustine, Florida 32084
904-209-3700 • Fax 904-209-3654

September 14, 2009

Michael Wanchick, Administrator

St. Johns County

500 San Sebastian Way

St. Augustine, FL 32084

Dear Mike:

This is to request a modification of the Master Lease between the county and St. Johns County Council on Aging on the Marine Street property.

We would like the modification to allow the licensed sale of alcoholic beverages for River House and Coastal Community Center. We would, of course, have proper insurance. The property is governed by the PUD with the City of St. Augustine and they have confirmed this as a legal use.

We appreciate our partnership with county government. Please let me know if you require anything further.

Thank you,

Cathy Brown

Executive Director

Cc: Patrick McCormack, County Attorney



A private non-profit Corporation funded by the Federal Older Americans Act, State General Revenue through the Florida Department of Elder Affairs, Northeast Florida Area Agency on Aging, St. Johns County Board of County Commissioners, and the United Way of St. Johns County.



1
21
2668

Exhibit "B" to Resolution

Public Records of
St. Johns County, FL
Clerk# 02-068869
O.R. 1851 PG 1881
11:22AM 11/22/2002
REC \$85.00 SUR \$11.00

LEASE

THIS LEASE (the "Lease") is made this 18th day of November, 2002, by and between ST. JOHNS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Lessor"), and COUNCIL ON AGING FOR ST. JOHNS COUNTY, A FLORIDA NOT-FOR-PROFIT CORPORATION ("Lessee").

COPY

1. Description of Leased Premises.

(A) Lessor hereby leases to Lessee that certain property situate in the City of 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 (collectively, the "Premises").

COPY

2. Term.

Subject to Section 33 hereof, the Premises are leased for an initial term of years commencing November 1, 2002 and ending December 31, 2037 (the "Initial Term"), and, at Lessee'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)"). Lessee shall give Lessor 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").

COPY

Inlet - P. DeGrande
BCC Secty

3. Rent.

The rental due hereunder for the Initial Term shall be the sum of \$350.00, to be payable in advance on execution of the Lease, plus applicable Florida state sales tax. Rent for the Additional Term(s) shall be \$350.00 per term and shall be paid in advance on the first day of the Additional Term(s).

All rent due hereunder shall be paid to Lessor at its address designated in, or pursuant to, Section 25 hereof.

4. Payment of Taxes.

Lessee shall pay in full, before delinquency, 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 the operation of Lessee's business, including sales and personal property taxes.

5. Not-for-Profit Status.

Lessee represents that it is a qualified 501(c)(3) non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and shall remain a 501(c)(3) non-profit corporation for the term of the Lease.

6. Use of Premises and Parking Document

(A) Lessee shall have the exclusive use and peaceful enjoyment of and right to use and occupy the Premises as and in conformity with the purposes of its mission as the provider of services to the elderly, and to the community at large consisting of but not limited to a community center and for such other uses and purposes as are related to or reasonably deemed necessary by Lessee to support Lessee's purposes. Lessee's use and occupancy

of the Premises shall be in conformity with all applicable laws, ordinances, resolutions, orders and regulations of the federal, state, county and municipal governments or any of their departments.

7. Maintenance of Premises.

Lessee shall, at its expense, during the entire term hereof, keep and maintain the Premises in good, sanitary and neat order, condition and repair. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind or nature to the Premises and Parking Easement. Upon the expiration or sooner termination of this Lease, Lessee shall deliver the Premises to Lessor in good order and condition, subject to normal wear and tear.

8. Ownership of Improvements and Fixtures.

Lessor and Lessee agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Lessee during the term of the Lease. Upon the expiration or sooner termination of this Lease all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Lessor. Upon such expiration or termination, Lessee shall execute and deliver to Lessor such Bills of Sale, Quit Claim Deeds and other documents as Lessor deems reasonably necessary to evidence such ownership in Lessor. All other equipment and personal property of Lessee,

excepting fixtures permanently affixed to the Premises, shall remain the property of Lessee and may be removed from the Premises by Lessee upon the expiration or sooner termination of the Lease. Provided, however, Lessee shall repair all injury caused to the Premises by the removal of such equipment and personal property.

9. Construction of Improvements and Installation of Equipment and Property. Lessor's Interests Not Subject to Construction Liens.

Lessee is specifically granted the right from time to time, to construct buildings and improvements on the Premises, to make such alterations, additions and changes to all such buildings and improvements, and to install such equipment and fixtures as Lessee may deem necessary for Lessee's use and occupancy of the Premises and/or to demolish the existing building(s) on the Premises with the consent of the Lessor which shall not be unreasonably withheld. All construction on the Premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments. The above notwithstanding, the interests of the Lessor in the Premises shall not be subject to construction liens or other liens for improvements made by the Lessee. See also Section 24 hereof.

10. Accumulation of Waste or Refuse Material.

Lessee shall not permit waste or refuse matter or any other public nuisance or hazardous condition to accumulate or exist on or about the Premises.

11. Abandonment.

Lessee shall not, without first obtaining the written consent of Lessor, abandon the Premises or allow the Premises to become vacated or deserted. Any abandonment of the Premises as described above without the written consent of the Lessor shall constitute a default under the Lease.

12. Assignment, Mortgage or Sublease.

Other than as provided in Section 13 hereof, the Lessee shall not, without first obtaining the written consent of Lessor, assign or mortgage this Lease, in whole or in part, or sublet the Premises or any part of the Premises. This covenant shall be binding upon the Lessee and the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or wholly owned subsidiary of Lessee, or to an affiliate under common control with the Lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee, if such parent, subsidiary, affiliate or surviving entity is and remains a 501(c)(3) non-profit corporation. Provided, however, this paragraph shall not be deemed to require Lessee to obtain Lessor's consent before entering into agreements with third parties for the direct delivery of health care related services on the Premises.

13. Lessee's Right to Mortgage Its Leasehold Interest.

Lessee may mortgage its leasehold interest and estate in the Premises, together with all appurtenances to such leasehold, and/or assign this Lease ("Leasehold Mortgage"), as

security for any indebtedness of Lessee for the construction, remodeling, landscaping and/or the establishment of any improvements on and to the subject property (as Lessee deems desirable and/or necessary to further its mission. The mortgage and/or assignment of this Lease as security to the Leasehold Mortgagee, the execution of the Leasehold Mortgage, the foreclosure thereof or the sale of the Leasehold Mortgage, either by judicial proceedings, by deed in lieu of foreclosure or by virtue of any power reserved in the Leasehold Mortgage shall not be a violation of the terms or conditions of this Lease, and Lessor hereby consents to the foregoing and, at the option of Leasehold Mortgagee, agrees to recognize the Leasehold Mortgagee as lessee hereunder upon such foreclosure, assignment or other transfer. The holder of the Leasehold Mortgage encumbering Lessee's leasehold interest who acquires the leasehold interest by judicial proceedings, or by assignment, or deed in lieu of foreclosure and any governmental entity or 501(c)(3) non-profit corporation to which the holder of a Leasehold Mortgage sublets the Premises, must use and occupy the Premises in accordance with and subject to all terms and conditions of the Lease, provided however, that a governmental entity and/or the Mortgagee need not be a 501(c)(3) non-profit corporation.

Notwithstanding any other term or provision of this Lease, Lessee may, with this prior written consent of Lessor, may mortgage its leasehold interest and estate in the Premises, together with all appurtenances to such leasehold, as security for any indebtedness of Lessee to a third party.

14. Signs.

All signs erected or installed by Lessee on the Premises shall comply with applicable governmental regulations. All such signs shall be maintained by Lessee.

15. Utilities.

Lessee shall secure and pay for all utilities used in connection with the Premises including, water, sewage, gas, electricity and solid waste disposal.

16. Damages to Premises.

In the case of damage to or destruction of the buildings and improvements on the Premises or any part thereof, Lessee shall, at its expense, promptly repair and restore the buildings and improvements on the Premises to the condition which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to and used by Lessee or the Leasehold Mortgagee for repair, replacement or otherwise, as provided in the Loan Agreement. In the event such insurance proceeds are insufficient to complete such repair or replacement, Lessee shall use its own funds to promptly complete such repair or replacement. Provided, notwithstanding the above, in the event the buildings and improvements on the Premises are damaged or destroyed so as to make them untenable during the last ten (10) years of the Demised Term, Lessee may terminate this Lease by delivery to Lessor of written notice within sixty (60) days after the occurrence of the damage or destruction. In the event Lessee

elects to terminate this Lease, Lessee shall not be obligated to repair or restore the buildings and improvements on the Premises nor be entitled to receive any part of the proceeds of any insurance covering the damage or destruction. Lessee shall, in such event, assign such insurance proceeds to Lessor.

17. Non-Liability of Lessor and Requirement of Liability Insurance

Lessor shall not be responsible for any loss or damage for injury to Lessee or to any and all persons or property, or death, or for any damage to the Premises, arising from or caused by Lessee's use and occupancy of the Premises, and Lessee shall indemnify and hold Lessor harmless from all liability for injury and loss to Lessee, or to any and all persons or property, or death, or for any loss or damage to the Premises arising from or caused by Lessee's use and occupancy of the Premises. Lessee will, for the entire term of this Lease, maintain for its benefit and the benefit of Lessor as named co-insured, at Lessee's cost and expense, public liability insurance in an amount not less than \$1,000,000.00 combined single limits for injury to persons or property. Lessee shall also maintain, at all times, at Lessee's cost and expense, professional malpractice insurance in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Additionally, all insurance shall provide coverage to the Lessor equal to or greater than the amounts set forth in Florida Statute 768.28(5), as amended from time to time. A copy of each such insurance policy naming Lessor as an additional insured thereunder shall promptly be furnished

to Lessor. All insurance policies required by this paragraph 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 Lessor.

18. Requirement of Hazard and Flood Insurance.

Lessee will, for the entire term of this Lease and at Lessee's cost and expense, maintain for its benefit and the benefit of Lessor, 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 Lessor 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 Lessor. 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.

19. Insurance Consultant.

Not more frequently than once every three (3) years, Lessee, at the request of Lessor, shall employ an independent insurance consultant reasonably acceptable to Lessor (the "Insurance Consultant"), to review the amounts of insurance

required by Sections 17 and 18 hereof. If the Insurance Consultant recommends that the amount of coverage required by either Section 17 or 18 should be increased, Lessee shall promptly purchase such increased coverage and promptly furnish Lessor with a copy of an endorsement to Lessee's existing policy which increases the coverage to the recommended amount. Lessee shall thereafter maintain such increased coverage until such time as a higher amount is recommended by the Insurance Consultant.

In the event that any insurance required by Sections 17 or 18 is commercially unavailable at a reasonable cost or has been otherwise provided, as evidenced by a Certificate of the Insurance Consultant, the Lessor shall accept such substitute coverage, as is recommended by the Insurance Consultant.

20. Lessor's Remedies on Default.

If Lessee defaults in the payment of the rent, or in the performance of any other covenant or condition of this agreement (sometimes hereinafter referred to as an "Event of Default"), Lessor shall give Lessee written notice of such default and if Lessee does not cure any such default within sixty (60) days after the giving of such notice (or if such other default is of such nature that it can be cured, although it cannot be completely cured within such period, if Lessee does not commence such curing within such sixty (60) days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than sixty (60) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall

then surrender the Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

21. ~~Notice of Default to Leasehold Mortgagee/Rights of Leasehold Mortgagee.~~

(A) No notice of an Event of Default shall be deemed to have been given by Lessor to Lessee unless and until a copy thereof shall have been mailed to the Leasehold Mortgagee of which Lessor has received notice. Lessor agrees to accept performance and compliance by the Leasehold Mortgagee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Lessee. Nothing contained herein shall be construed as imposing any mandatory obligation upon the Leasehold Mortgagee to so perform or comply on behalf of Lessee. The preceding sentence shall, however, not be deemed to waive any remedies of the Lessor for failure of the obligations to be performed.

(B) Irrespective of any other right the Leasehold Mortgagee may have to maintain this Lease free from default and in the meantime to foreclose its Leasehold Mortgage or exercise any other rights it may have to take possession of the Premises by assignment, transfer, deed in lieu of foreclosure or otherwise, the Leasehold Mortgagee, as to any Event of Default that may not be cured by the payment of money and which may be cured, whether with or without entry upon the Premises, shall have the right to cure such Event of Default and, if necessary,

to extend the period of time within which to cure such Event of Default for such reasonable additional time which with all due diligence and in good faith, will enable the Leasehold Mortgagee to institute foreclosure proceedings, if necessary, apply for the appointment of a receiver for the purpose, among other things, of diligently curing such Event of Default and to acquire by foreclosure Lessee's leasehold estate created by this Lease, and, in the meantime and at the earliest opportunity, to cure such Event of Default; provided, however, the following conditions are duly and timely fulfilled:

(i) the Leasehold Mortgagee, within sixty (60) days after Lessor gives notice to the Leasehold Mortgagee of the Event of Default pursuant to the requirements of this Lease, shall give written notice to Lessor of its intention to acquire Lessee's leasehold estate and to cure such Event of Default;

(ii) the Leasehold Mortgagee, after the giving of such notice of intention, shall promptly institute foreclosure action and shall prosecute the same through foreclosure sale in good faith and with due diligence and continuity;

(iii) the Leasehold Mortgagee, during all the time mentioned after the giving of such notice of intention, to the extent within its control and only to the extent that there are funds available for such purposes in the Trust Estate (as such term is defined in the Indenture) which funds will not be needed for the payment of any amounts due under the Indenture, when acting in good faith and with due diligence, either through itself or by means of such receiver, shall commence, and

diligently continue, to cure such Event of Default and, additionally, shall maintain this Lease free from any further Events of Default; and

(iv) the Leasehold Mortgagee, as to any Event of Default susceptible of being cured by the payment of money, shall but only to the extent that there are funds available for such purposes in the Trust Estate (as such term is defined in the Indenture) which funds will not be needed for the payment of any amounts due under the Indenture, promptly cure such default by the payment of the sums due and owing.

Notwithstanding anything herein contained to the contrary, the Leasehold Mortgagee shall not be required to institute foreclosure proceedings if the Leasehold Mortgagee is able to acquire and does acquire Lessee's interest in the leasehold estate by any other means.

Nothing herein contained shall be deemed to require the Leasehold Mortgagee to continue with any foreclosure or other proceedings or, in the event the Leasehold Mortgagee shall otherwise acquire possession of the Premises, to continue such possession after the Event of Default in respect of which Lessor shall have given the notice provided for in subsection (A) of this Section has been remedied by Lessee or by Leasehold Mortgagee. If prior to any sale pursuant to any proceeding brought to foreclosure any Leasehold Mortgage, or if prior to the date on which Lessee's interest in this Lease and the Premises shall otherwise be extinguished, the Event of Default in respect of which Lessor shall have given the notice provided for in

subsection (A) of this Section has been remedied and possession of the Premises and any improvements shall have been restored to Lessee, all proceedings taken under this Section 21 shall be null and void and have no further effect.

(C) If this Lease shall terminate with regard to Lessee prior to the last day of the Demised Term of the Lease or any renewal thereof and if on the date of such early termination any bonds secured by the Leasehold Mortgage shall remain outstanding under the Trust Indenture between the Authority and a Bond Trustee which financed or refinanced projects located on the Premises, Lessor agrees that the Lease shall, at Leasehold Mortgagee's option, nevertheless remain in full force and effect and shall continue in favor of the Leasehold Mortgagee for sixty (60) days after such termination at the same rent and upon the same conditions as contained herein. In addition, Lessor agrees to enter into a new lease for the Premises with the Leasehold Mortgagee for the remainder of what would have been the shorter of (i) the Demised Term of the Lease, or the renewal term, if applicable, in the absence of such termination, or (ii) the first date on which all bonds described in the first section of this subsection 21(C) are no longer outstanding effective as of the date of such termination, at the rent and upon the same terms, covenants and conditions as contained herein, provided that:

(i) such Leasehold Mortgagee shall make written request to the Lessor for such new lease within sixty (60) days after the date of such termination, and

(ii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor within ten (10) days of the date of termination with regard to Lessee, all sums unpaid which at such time would have been payable under this Lease but for such termination, and shall have cured all defaults of Lessee under this Lease, or as to such defaults which remain uncured on that date but, which are capable of being cured in a timely manner, Lessee shall have commenced and be diligently pursuing to cure, and shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney fees, court costs and disbursements, incurred by Lessor in connection with the execution and delivery of such new lease.

(D) No modification, amendment, assignment, surrender or cancellation of this Lease, except as otherwise provided herein, shall be effective without written approval of the Leasehold Mortgagee.

(E) Notwithstanding any provisions of this Lease to the contrary, the use, payment, disbursement or distribution of any and all proceeds of insurance policies or condemnation proceedings shall be governed by the provisions of any and all Leasehold Mortgages granted to the Leasehold Mortgagee, and Lessor and Lessee hereby agree and acknowledge that any and all rights to same under this Lease, to the extent this Lease is inconsistent with the provisions of any such Leasehold Mortgage are hereby waived by Lessor and Lessee.

22. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option, herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

23. Lessor's Right to Cure Lessee's Breach.

If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed rent due under this Lease and payable on demand.

24. Mechanics' Lien.

Lessee shall keep the Premises and every part thereof free from all mechanic's, materialman's and other liens arising out of or in connection with labor or materials claimed to have been furnished to or in connection with the Premises or Lessee's operation thereof. Lessee shall have thirty (30) days after notice from Lessor to discharge any such lien filed against the Premises by payment, the posting of a payment bond or by transferring the lien to security as provided in Chapter 713, Florida Statutes. Lessee shall hold Lessor harmless from any and all liability, including payment of attorneys' fees, arising out of or resulting from any such lien. See also Section 9.

25. Time and Notices.

Time is of the essence of this agreement. Any notice or request by either party to the other or to or by the Leasehold Mortgagee shall be in writing and shall be sent by U.S. express mail or hand delivered to the parties at the following addresses:

COPY

If to Lessee at: Council on Aging for St. Johns County
Marine Street
St. Augustine, FL 32084
Attention: Executive Director

If to Lessor at: St. Johns County, Florida
Post Office Drawer 349
St. Augustine, FL 32085
Attention: County Administrator

COPY

If to Leasehold Mortgagee at: To be determined, if any.

or to such other address as either party may designate for notice purposes by delivery of notice to the other party.

Notice shall be deemed to have been duly given upon mailing. Any reference herein to periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:00 p.m., of the next full business day.

COPY

26. Force Majeure.

In the event, after exerting every good faith effort, the Lessor or Lessee shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of

strikes, lockouts, labor troubles, inability to procure materials, failure to receive any necessary permit or appraisal, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or the act, failure to act, or default of the other party, or other reason beyond its control, then the performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. In the event the reason for the delay, hindrance or prevention can be cured within a reasonable period of time, the performance of such act shall be tolled for such reasonable period and the period for performance of such act shall be extended for a period equivalent to the reasonable period required for such cure.

27. Effect of Other Representations, Agreements.

No other agreements, representations or promises shall be binding on the parties to this agreement except those agreements, representations and promises contained herein or in some future writing signed by the party making such representations or promises. This Lease may not be modified or terminated orally. This Lease shall supersede any and all prior leases between Lessor and Lessee concerning the Premises or any part thereof.

28. Section Headings.

The Section Headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

29. Lessor's Right to Inspection, Repair and Maintain.

Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs or replacements in, to, on and about the Premises or the building, as Lessor deems necessary or desirable.

30. Binding Effect on Successors and Assigns.

The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and any Leasehold Mortgagee and their respective successors and assigns.

31. Severability.

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

32. Governing Law.

This agreement shall be governed by the laws of the State of Florida.

33. Recording of Lease.

This Lease shall be recorded by the Lessee in the official public records of St. Johns County, Florida. It shall not be effective until it is recorded. It shall be of no effect whatsoever if it is not recorded before _____.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the date and year first above written.

Signed, sealed and delivered in the presence of:

Laura S. Taylor
Witness Laura S. Taylor
(print or type name)
Patricia A. Weiss
Witness Patricia A. Weiss
(print or type name)

BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA
BEN W. ADAMS, JR.
COUNTY ADMINISTRATOR
By: [Signature]
County Administrator
Attest: [Signature]
Deputy Clerk

LESSOR

COUNCIL ON AGING FOR
ST. JOHNS COUNTY

Mary Ann Blount
Witness Mary Ann Blount
(print or type name)
Nanette Bradbury
Witness Nanette Bradbury
(print or type name)

~~By: [Signature]
JOSEPH L. BOLES, JR.
Its President~~
Attest: Cathy Brown
Its Executive Director
CATHY BROWN
LESSEE

COPY

Exhibit "C" to Resolution

AMENDMENT TO LEASE

THIS AMENDMENT ("the Amendment") is made this _____ day of _____, 2009, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida ("**Lessor**"), and **COUNCIL ON AGING FOR ST. JOHNS COUNTY**, a Florida Not-for-Profit Corporation ("**Lessee**"), refers to the original Lease dated the **18th** day of **November, 2002**, executed by the parties, and shall modify the aforementioned Lease as follows:

Paragraph 18 shall be deleted in its entirety and the following shall be substituted for the same:

18. **Requirement of Hazard and Flood Insurance.**

With respect to the leased Premises, more particularly described as **179 Marine Street, St. Augustine, Florida, 32084** and depicted in Exhibit "A" attached hereto and incorporated herein, **Lessee** will provide for the entire term of this **Lease** and at **Lessee's** cost and expense, maintain for **Lessee's** benefit and the benefit of **Lessor**, hazard and flood insurance on the buildings and all improvements at **179 Marine Street, St. Augustine, Florida, 32084** in an amount not less than the full replacement value of such buildings and improvements. All insurance policies required by this paragraph shall insure the interests of the Lessor 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 risk 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 the Lessor.

With respect to the leased Premises, more particularly described as **180 Marine Street, St. Augustine, Florida, 32084** and depicted in Exhibit "A" attached hereto and incorporated herein, **Lessor** will provide for the entire term of this **Lease** and at **Lessor's** cost and expense, maintain for **Lessor's** benefit, hazard and flood insurance on the buildings and all improvements at **180 Marine Street, St. Augustine, Florida, 32084** in an amount not less than the full replacement value of such buildings and improvements. All insurance policies required by this paragraph shall insure the interests of the Lessor and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risk 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 the Lessee. It is expressly understood that the Lessor shall maintain hazard and flood insurance on the buildings and all improvements at **180 Marine Street, St. Augustine, Florida, 32084**. It is further expressly understood that for the entire term of this **Lease** and at **Lessee's** cost and expense, **Lessee** shall maintain for **Lessee's** benefit, hazard and flood insurance on any contents owned by **Lessee** and situated at **180 Marine Street, St. Augustine, Florida, 32084**.

The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost as adjusted from time to time of the buildings and improvements located at **179 Marine Street, St. Augustine, Florida, 32084** and the buildings and improvements at **180 Marine Street, St. Augustine, Florida, 32084**.

Paragraph 34 shall be added to and incorporated within the Lease, and shall provide as follows:

34. **Use of Alcohol.**

- a. The use, sale, possession and/or consumption of alcohol shall be confined to the leased Premises, more particularly described as **179 Marine Street, St. Augustine, Florida, 32084.**
- b. The use, sale, possession and/or consumption of alcohol shall not unreasonably interfere with, or detract from, the promotion of public health, welfare, safety and recreation.
- c. To the fullest extent required, **Lessee** shall secure, obtain/acquire and maintain any permits and/or licenses, in order to use, sell, possess and/or consume alcohol at **179 Marine Street, St. Augustine, Florida, 32084**, or to facilitate the use, sale, possession and/or consumption of alcohol at **179 Marine Street, St. Augustine, Florida, 32084.** **Lessee** shall be solely responsible for securing, obtaining/acquiring, and maintaining, at the **Lessee's** sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance. Specifically, the **Lessee** shall be required to secure, obtain/acquire, and maintain for the duration of this **Lease**, any, and all, applicable permits, licenses, and approvals that are required for, or associated with the use, sale, possession and/or consumption of alcohol at 179 Marine Street, St. Augustine, Florida 32084.
- d. **Lessee** shall abide by and comply with all applicable Local, State, and Federal laws, rules, regulations, orders, and policies governing the use, sale, possession and/or consumption of alcohol.
- e. Prior to any use, sale, possession and/or consumption of alcohol at **179 Marine Street, St. Augustine, Florida, 32084**, **Lessee** shall provide to the **Lessor** proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence, which specifically includes **Lessor** as an additional insured by policy endorsement. Liquor liability insurance is required for the use, sale, possession and/or consumption of alcohol at 179 Marine Street, St. Augustine, Florida 32084.
- f. **Lessee** shall indemnify, defend, and hold the **Lessor** harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the use, sale, possession and/o consumption of alcohol at 179 Maine Street, St. Augustine, Florida. Moreover, the **Lessee** shall indemnify, defend, and hold the **Lessor** harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the **Lessor's** direct

and/or indirect negligent or intentional acts or omissions associated with the use, sale, possession and/or consumption of alcohol at **179 Marine Street, St. Augustine, Florida, 32084**. This paragraph relating to indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the **Lessee**, pursuant to this **Lease**, or otherwise.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Addendum on the date and year first written above.

Signed, sealed and delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA

By:

Witness _____
(print or type name)

Michael D. Wanchick
County Administrator

Attest: _____

Witness _____
(print or type name)

Deputy Clerk

LESSOR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Michael D. Wanchick, County Administrator, and _____ Deputy Clerk for the Board of County Commissioners, St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of Lessor, who are personally known to me.

Notary Public

ST. JOHNS COUNTY COUNCIL ON AGING, INC.

By:

Witness

(print or type name)

Joseph L. Boles, Jr.

Its President

Attest: _____

Witness

(print or type name)

CATHY BROWN

Its Executive Director

LESSEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Joseph L. Boles, Jr., as President of St. Johns County Council on Aging, on behalf of St. Johns County Council on Aging, who is personally known to me or produced _____ as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Cathy Brown, as Executive Director of St. Johns County Council on Aging, on behalf of St. Johns County Council on Aging, who is personally known to me or produced _____ as identification.

Notary Public



City of St. Augustine



St. Augustine, Florida

Planning/Building

September 15, 2009

Mrs. Cathy Brown
St. Johns Council on Aging
180 Marine Street
St. Augustine, Florida 32084

RE: Alcohol License for the Council on Aging

Dear Cathy,

The Council on Aging PUD and the applicable sections of the city code will allow you to obtain a beer and wine license from the State of Florida, Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco. There is a section on this state license that I have to sign. I will do so whenever you are ready with the paperwork. Make sure you have decided which type (series) of alcohol license you are applying for before you come in for my signature, as it is part of the section which I have to sign.

If you have any questions, please let me know.

Sincerely,


David Birchm
Planning Manager

CO
St. Johns County
Council On

180 Marine Street • St. Augustine, Florida 32084
904-209-3700 • Fax 904-209-3654

November 5, 2009

Damon Douglas
St. Johns County Real Estate Services
500 San Sebastian Way
St. Augustine, FL 32084

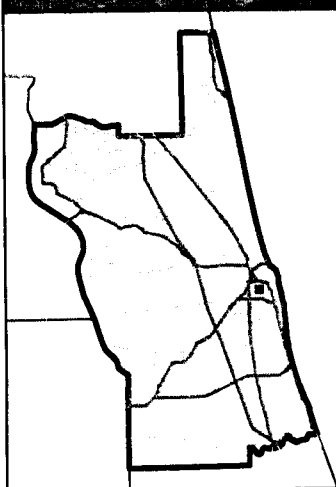
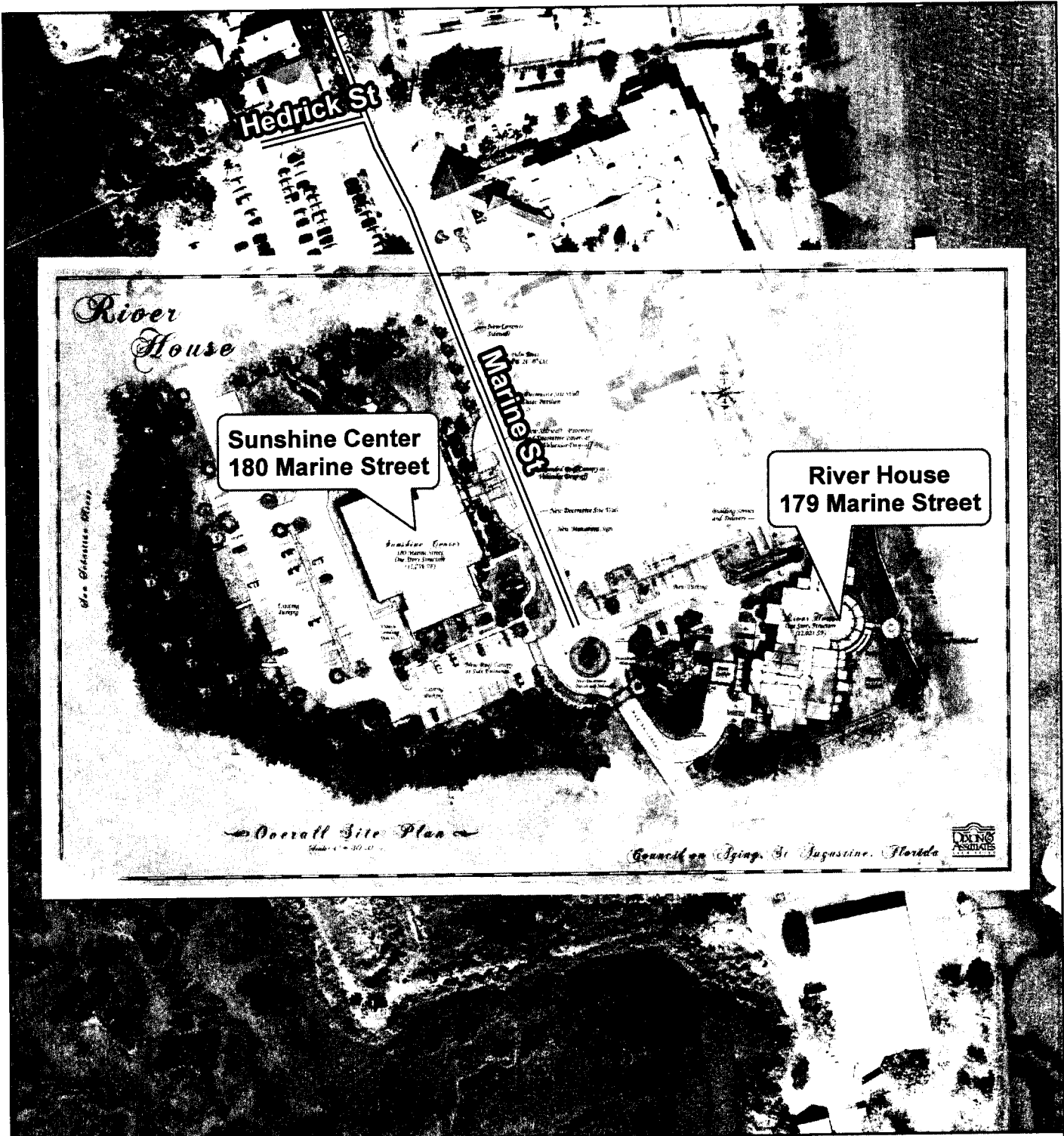
Dear Damon:

As we discussed, we are prepared to immediately pursue appropriate licensure for the service of beer and wine at the new community center, River House; this will occur upon approval from the Board of County Commissioners that this is allowable within our lease.

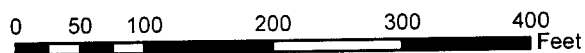
We appreciate your assistance with this matter. Let me know if anything further is required.

Sincerely,


Cathy Brown
Executive Director



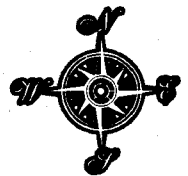
Lease Amendment Council on Aging Marine Street Parcel



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
November 4, 2009
(904) 209-0794



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.