

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Renewal to 25th Street (SR 46A) MVI Station Lease (Ahoy Marine)

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Renewal to 25th Street (SR 46A) MVI Station Lease (Ahoy Marine).

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

In November 1985, the Board of County Commissioners (BCC) approved a five year lease of the 1.2 acre parcel number 06-20-31-502-0300-0010 (the 25th Street MVI Station in Sanford) to Ahoy Marine, Inc. The BCC renewed the lease for an additional five year term in 1990. In 1991, the BCC added a .5 acre parcel, parcel number 06-20-31-502-0100-0300, located across the street from the west side of the leased property. The BCC renewed the lease for an additional five year term in October 1995, and in December 2000. In November 2005, the lease was renewed for one year and expired December 31, 2006. A fifth amendment and one-year renewal was approved in December 2006, with the option of four additional one-year renewals. (See attachment.)

The year two renewal begins January 1, 2008 and ends December 31, 2008. Annual payment is \$21,551 (\$7.21/sq. foot), a 3% increase, for parcel 06-20-31-502-0300-0010; and \$2,750, a 10% increase, for the vacant parcel 06-20-31-502-0100-0300.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the renewal to the lease for Ahoy Marine.

ATTACHMENTS:

- 1. Agreement
- 2. Lease Renewal: Ahoy Marine

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

**RENEWAL AND FIFTH AMENDMENT TO
25TH STREET (SR 46A) MVI STATION LEASE**

THIS RENEWAL AND FIFTH AMENDMENT is made and entered into this 13 day of Dec, 2006 and is to that certain Lease made and entered into on the 26th day of November, 1985, between **AHOY MARINE, INC.**, whose address is 511 E. 25th Street, Sanford, Florida 32773, hereinafter referred to as "TENANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD".

W I T N E S S E T H:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Lease on November 26, 1985, as amended on September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, for lease of certain property; and

WHEREAS, the parties desire to renew and amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. **RENEWAL.** The Lease is hereby renewed for the term of one (1) year from January 1, 2007 through December 31, 2007, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for four (4) additional one-year terms.

2. **AMENDMENT.** The TENANT shall pay to the LANDLORD as rent for the renewal term beginning January 1, 2007 and ending December 31, 2007, and for any additional one-year terms, the following:

(a) January 1, 2007 through December 31, 2007

Lot 1, including building @ \$7.00/sq. ft. = \$20,923.00
Lot 30: \$2,500.00
Total: \$23,423.00

(b) January 1, 2008 through December 31, 2008

Lot 1, including building @ \$7.21/sq. ft. = \$21,551.00
Lot 30: \$2,750.00
TOTAL: \$24,301.00

(c) January 1, 2009 through December 31, 2009

Lot 1, including building @ \$7.43/sq. ft. = \$22,208.00
Lot 30: \$3,025.00
TOTAL: \$25,233.00

(d) January 1, 2010 through December 31, 2010

Lot 1, including building @ \$7.65/sq. ft. = \$22,866.00
Lot 30: \$3,327.50
TOTAL: \$26,193.50

(e) January 1, 2011 through December 31, 2011

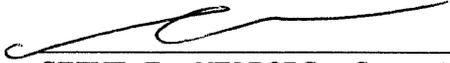
Lot 1, including building @ \$7.88/sq. ft. = \$23,553.00
Lot 30: \$3,660.00
TOTAL: \$27,213.00

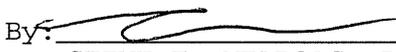
3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal/Amendment, as originally set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

AHOY MARINE, INC.

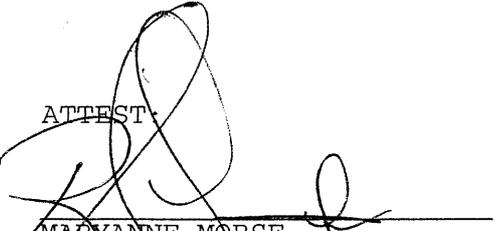

STEVE E. MEADORS, Secretary

By: 
STEVE E. MEADORS, President

(CORPORATE SEAL)

Date: 11/16/2006

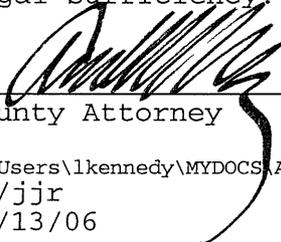
ATTEST:



MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



County Attorney

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AC/jjr
11/13/06

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By 

CARLTON HENLEY, Chairman

Date: 12-13-06

As authorized for execution
by the Board of County Commissioners
at their Dec. 12, 2006
regular meeting.

RENEWAL TO 25TH STREET (SR 46A) MVI STATION LEASE

THIS LEASE RENEWAL is made and entered into this _____ day of _____, 2007, and is to that certain Lease made and entered into on November 26, 1985, and amended September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, between **AHOY MARINE, INC.**, whose address is 511 E. 25th Street, Sanford, Florida 32773, hereinafter referred to as "TENANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD".

W I T N E S S E T H:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Lease on November 26, 1985, as amended on September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, for lease of certain property; and



WHEREAS, the parties desire to renew and amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. **RENEWAL.** The Lease is hereby renewed for the term of one (1) year from January 1, 2008 through December 31, 2008, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for three (3) additional one-year terms.

2. As previously specified in the Fifth Amendment to this Agreement, TENANT shall pay to the LANDLORD for this rental term the following:

(a) Lot 1, including building: \$21,551.00

(b) Lot 30: \$2,750.00

Total: \$24,301.00

3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal/Amendment, as originally set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

AHOY MARINE, INC.

, Secretary

By: _____
STEVE E. MEADORS, President

Date: _____

(CORPORATE SEAL)

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/jjr
08/07/07; 9/11/07
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