

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Renewal to 25th Street (SR 46A) MVI Lease with Ahoy Marine, Inc.

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Lorraine Hajeski

**EXT:** 5250

**MOTION/RECOMMENDATION:**

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

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. The current renewal expires December 31, 2008.

This lease renewal period begins January 1, 2009 and ends December 31, 2009. Annual payment is \$22,208.00 (\$7.21/sq. foot), a 3% increase, for parcel 06-20-31-502-0300-0010, and \$3,025.00, a 10% increase, for the vacant parcel 06-20-31-502-0100-0300. Total annual payment is \$25,233.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute Renewal to 25th Street (SR 46A) MVI Lease with Ahoy Marine, Inc.

**ATTACHMENTS:**

1. Agreement
2. Fifth Amendment Ahoy Marine
3. Renewal Ahoy Marine 7-08

<p><b>Additionally Reviewed By:</b></p> <p><input type="checkbox"/> County Attorney Review ( Ann Colby )</p>
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25th STREET (SR 46A) MVI STATION LEASE

THIS LEASE is made and entered into this 20<sup>th</sup> day of November, 198 5, by and between 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," and AHOY MARINE, INC., a Florida corporation, whose address is \_\_\_\_\_, hereinafter referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, the LANDLORD is the owner of a certain building, known as the 25th Street (SR 46A) Motor Vehicle Inspection Station in Sanford, Florida; and

WHEREAS, the Board of County Commissioners has the authority to lease real property in accordance with Section 125.35, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that the property is not needed for County purposes; and

WHEREAS, the Board of County Commissioners has complied with the provisions of Section 125.35, Florida Statutes; and

WHEREAS, the TENANT has a need for a use of such real property;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. Upon payment of the rent as hereinafter set forth and the continued payment thereof as herein provided, the LANDLORD hereby leases and demises the following described real estate, situated in the County of Seminole, State of Florida, to-wit:

Lot 1 (Less North 20 feet for road) plus Lots 2 through 9, Block 3, PALM TERRACE, Plat Book 4, Page 82, in the Public Records of Seminole County, Florida.

2. TERM. The term of this Lease is from January 1, 1986, through January 1, 1991, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. The term "rental year" means January 1st of a year to January 1st of the following year. After June 1, 1990, but on or before November 1, 1990, TENANT may exercise an option to extend this Agreement for one (1) additional five (5) year period that will begin January 1, 1991 and end January 1, 1996.

3. RENTAL AND DEPOSIT. For the use and rent of said premises, TENANT hereby agrees and promises to pay to LANDLORD the sum of no less than FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) monthly, payable in advance on or before the first (1st) day of each calendar month with the first payment being due January 1, 1986. Said rent shall increase thereafter with rental payments being as follows:

January 1, 1988 through December 31, 1988 = \$535.00/month

January 1, 1989 through December 31, 1989 = \$570.00/month

January 1, 1990 through December 31, 1990 = \$610.00/month

Rental payments for any extensions of this lease shall be negotiated at the time of the extension request. TENANT shall place on deposit with LANDLORD the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) as a security deposit. If any amount on deposit must be withdrawn by LANDLORD, TENANT shall be obligated to deposit an amount sufficient to cause the security deposit to total ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

4. REMODELING AND CONSTRUCTION PRIVILEGES. The TENANT shall make no changes to the demised premises without the prior written consent of the County Administrator of the COUNTY; provided, however, that no such alteration shall effect the existing structural integrity of any property. All remodeling, alterations, construction, additions, and installations shall be at TENANT's expense. All plans to alter sewer, water, gas, or electrical wiring systems shall be provided to LANDLORD and be subject to LANDLORD's approval and shall disclose the materials to be used, the manner of making such alterations, and the firm or persons who

will make the alterations. At any time prior to the expiration, or earlier termination of this Agreement, TENANT may remove all alterations, installations, or additions in such a manner that will not substantially injure the leased premises and property. In the event the TENANT shall elect to make such removal, TENANT shall restore the premises, or the portion or portions affected by such removal, to the same condition as existed prior to the making of such remodeling, alteration, construction, addition, or installation, normal wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted. All alterations, remodeling, construction, additions, or installations not so removed by TENANT, shall become the property of LANDLORD without liability on LANDLORD's part to pay for the same. TENANT shall have the right to erect, affix or display on the roof, exterior or interior walls, doors and windows of the building on the leased premises such sign or signs advertising its business as TENANT may consider necessary or desirable, subject to all laws and regulations with respect thereto. TENANT shall neither encumber or obstruct any sidewalk abutting the leased premises.

5. PURPOSE. The purpose of this Lease is to authorize TENANT to sell and repair marine equipment, nonhazardous materials and vehicles on the demised premises subject to paragraph 6 below.

6. USE OF LEASED PREMISES. TENANT shall have the exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of this Lease. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the County of Seminole or the City of Sanford; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

7. UTILITIES. TENANT shall provide and pay for all lights, gas, electrical current, water and sewers used anywhere in, on or about the demised premises, and shall pay the charges made therefor by the suppliers thereof promptly when due. At its option, LANDLORD may pay past due utility charges out of the security deposit.

8. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the LANDLORD which will not be unreasonably withheld. If TENANT requests to sublet the premises and consent is not granted by LANDLORD, TENANT may terminate this Agreement in accordance with Paragraph 11 herein. If any assignment or sublease is made by TENANT without LANDLORD's consent, TENANT shall remain liable as surety under the terms hereof, notwithstanding such assignment or sublease, and LANDLORD shall be entitled to all benefits derived from such sublease and all terms and conditions herein shall apply and remain in effect.

9. INSURANCE.

(a) The TENANT shall provide, pay for, and maintain in force at all times during the term of this Agreement, and shall specifically protect the LANDLORD by naming LANDLORD as a named insured on the following policies:

(1) General Liability Insurance. TENANT shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. TENANT shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one occurrence and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of all occurrences.

(3) Fire Insurance. TENANT covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance in an amount not less than SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for damage to the premises and the COUNTY's contents therein. Said insurance shall contain a waiver of subrogation by the insurer. In the event the leased premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the parties may determine, the LANDLORD may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event the LANDLORD elects not to rebuild or repair the leased premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) Prior to the commencement of this Lease, the TENANT shall furnish to the LANDLORD a certificate or written statement of the above-required insurance issued by a company licensed and doing business in the State of Florida. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the LANDLORD in such insurance shall not be effective until thirty (30) days after written notice thereof to the LANDLORD. LANDLORD reserves the right to require a certified copy of such policies at any time upon request.

10. HOLD HARMLESS. TENANT agrees to indemnify LANDLORD from and against all liability, loss or damage LANDLORD may sustain as a result of claims, demands, costs or judgments arising from injury or damages of whatsoever nature to persons or property from the TENANT's use of the premises.

11. CANCELLATION AND TERMINATION. This Lease may be cancelled or terminated by the LANDLORD at any time, upon not less

than thirty (30) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

12. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

13. ACCEPTANCE OF PREMISES BY TENANT. The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted; provided, however, the LANDLORD shall cause the brake rack, stop lights and head light testing equipment to be removed prior to occupancy and shall certify that the roof is in watertight condition and without leaks and that all windows are unbroken and operable prior to January 1, 1986. TENANT shall otherwise maintain the premises and its systems of whatever nature.

14. MAINTAINING PREMISES. TENANT shall keep and maintain the premises in a clean, neat and sanitary condition and agrees not to misuse the premises and to properly maintain the premises under the terms of this Agreement.

15. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

16. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements,

representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

17. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested and sent to:

FOR LANDLORD:

Ken Hooper, County Administrator  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

FOR TENANT:

Dorothy R. Meadors  
168 May Fair Court  
Sanford, Florida 32771

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

18. DEFAULT. Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

19. ATTORNEY'S FEES. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. TAXES. TENANT shall pay all taxes, assessments, and charges which may be assessed, levied, or charged upon the leased

premises or any part thereof during the term of this Agreement as they become due and payable. At its option, LANDLORD may pay delinquent taxes out of the security deposit.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument in TWO (2) counterparts for the purpose herein expressed.

ATTEST:

AHOY MARINE, INC.

Harold R Meadows  
Secretary

By: J. E. McL  
President

Date: November 20, 1985

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

David N. Berrien  
DAVID N. BERRIEN  
Clerk to the Board of  
County Commissioners of  
Florida

By: Robert J. Sturm  
ROBERT J. STURM, Chairman

Date: 11-27-85

As authorized for execution by the Board of County Commissioners in their Nov. 26, 1985, regular meeting.

LNG/lf  
103085  
Rev 111185/gg

**RENEWAL AND FIFTH AMENDMENT TO  
25<sup>TH</sup> 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 26<sup>th</sup> day of November, 1985, between **AHOY MARINE, INC.**, whose address is 511 E. 25<sup>th</sup> 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

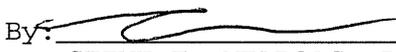
3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal/Amendment, as originally set forth in said Lease.

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

ATTEST:

AHOY MARINE, INC.

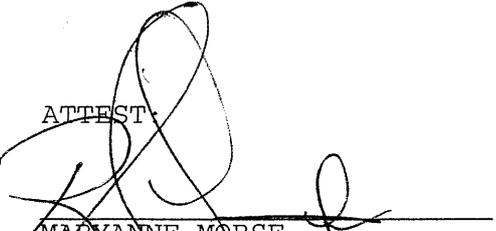
  
STEVE E. MEADORS, Secretary

By:   
STEVE E. MEADORS, President

(CORPORATE SEAL)

Date: 11/16/2006

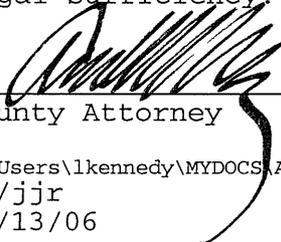
ATTEST:



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 25<sup>TH</sup> STREET (SR 46A) MVI STATION LEASE**

**THIS LEASE RENEWAL** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, November 17, 2005, December 13, 2006 and October 9, 2007, between **AHOY MARINE, INC.**, whose address is 511 E. 25<sup>th</sup> 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, November 17, 2005, December 13, 2006 and October 9, 2007 for lease of certain property; and

**WHEREAS**, the parties desire to renew 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. The Lease is hereby renewed for the term of one (1) year from January 1, 2009 through December 31, 2009, unless terminated sooner as provided for therein.

2. 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, 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: \_\_\_\_\_  
BRENDA CAREY, 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/lpk  
7/8/08

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