

RESOLUTION NO. 25-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO A LEASE OF PUBLIC PROPERTY; MAKING CERTAIN FINDINGS; DECLARING CERTAIN PROPERTY SURPLUS; APPROVING A COMMERCIAL LEASE AGREEMENT FOR CERTAIN PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County is the owner of a parcel of real property located at 575 W. Washington Street, Monticello, FL 32344, and occupying a portion of Parcel ID No. 00-00-00-0360-0000-1920 (the "Property"); and

WHEREAS, Jefferson Arts, Inc. is currently occupying the Property pursuant to a lease with the Jefferson County School District, which was transferred to the County as lessor when the County acquired title to the Property; and

WHEREAS, County intends to continue to lease to Jefferson Arts the building on the Property which includes 3,328 ft.² m.o.l.; and

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, hereby finds that the Property is not currently needed for county purposes nor is it usable for affordable housing and is declared surplus pursuant to Section 30-12 of the Jefferson County Code of Ordinances (the "Code"); and

WHEREAS, pursuant to Section 30-13(D) of the Code, upon a finding that real property is required for use by a non-profit entity, the County may lease real property to that entity for such price as the Board may determine, without advertisement, provided that the fact of the application being made, the purpose for which the property is to be used, the rent and term of the lease, and a provision providing for termination should the property cease to be used for the stated purpose are set forth in a Resolution duly adopted by the Board; and

WHEREAS, Jefferson Arts is a non-profit entity, as contemplated in Section 30-13(D) of the Code, and the County desires to lease the Property to Lessee pursuant to the provisions of Section 30-13(D) of the Code; and

WHEREAS, the Jefferson County Board of County Commissioners finds that it is in the best interest of the County to declare the Property as surplus and to approve the lease to Jefferson Arts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:

SECTION1. FINDINGS. The recitals above are true and correct and are hereby incorporated herein by reference.

SECTION 2. SURPLUS PROPERTY. The Property, more particularly described in Exhibit A to the Commercial Lease Agreement attached hereto is hereby declared surplus pursuant to Section 30-12 of the Code.

SECTION 3. LEASE. The Commercial Lease Agreement, attached hereto as Exhibit A and incorporated herein, sets forth the facts of the application, the purpose the Property shall be used for, the rent and terms of the lease, and a statement that if the Property ceases to be used in accordance therewith that the lease shall terminate, in accordance with Section 30-13 of the Code. Said Commercial Lease Agreement is hereby approved.

DULY ADOPTED in regular session, this 3rd day of April, 2025.


BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA



~~Austin Hosford, Chairman~~

Ben White, Commissioner

ATTEST:



Trey Hightower
Ex Officio Clerk to the Board

APPROVED AS TO FORM



~~Heather J. Encinosa, Esq.~~ **Even Rosenthal**
County Attorney

EXHIBIT A

COMMERCIAL LEASE AGREEMENT

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made by and between Jefferson County (the "County"), a political subdivision of the State of Florida, and Jefferson Arts, Inc. (the "Lessee"), a Florida not for profit corporation.

WHEREAS, the County is the owner of real property located at 575 W. Washington Street, Monticello, FL 32344, and occupying a portion of Parcel ID No. 00-00-00-0360-0000-1920 (the "Property"); and

WHEREAS, County intends to lease to the Lessee the building on the Property depicted in Exhibit "A" attached hereto (the "Building"), including 3,328 ft.² m.o.l, which constitutes the premises contemplated by this Commercial Lease Agreement (the "Leased Premises"); and

WHEREAS, Lessee is currently occupying the Leased Premises pursuant to a lease with the Jefferson County School District, which was transferred to the County as County when the County acquired title to the Lease Premises; and

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, hereby finds that the Leased Premises are not needed for county purposes and has been declared surplus; and

WHEREAS, pursuant to Section 30-13(D) of the Jefferson County Code of Ordinances (the "Code"), upon a finding that real property is required for use by a non-profit entity, the County may lease real property to that entity for such price as the Board may determine, without advertisement, provided that the fact of the application being made, the purpose for which the property is to be used, the rent and term of the lease, and a provision providing for reversion to the County should the property cease to be used for the stated purpose are set forth in a Resolution duly adopted by the Board; and

WHEREAS, Lessee is a non-profit entity, as contemplated in Section 30-13(D) of the Code, and the County desires to lease the Leased Premises to Lessee pursuant to the provisions of Section 30-13(D) of the Code.

NOW, THEREFORE, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the foregoing recitals and the County does hereby lease and rent to the Lessee the Leased Premises according to the following terms and conditions:

1. **TERM OF LEASE.** This Commercial Lease Agreement shall become effective on the date signed by the last party below (the "Effective Date"). The "initial term" of the Lease shall commence on the Effective Date of this Commercial Lease Agreement and extend one (1) year from the effective date.

2. **RENEWALS.** This Commercial Lease Agreement shall automatically renew for successive one (1) year terms (with each such successive one (1) year term hereinafter referred to as a "renewal term") unless either Party has exercised their option to terminate pursuant to Section 3 hereof.

3. **TERMINATION AND DEFAULT.**

A. Either Party may terminate this Commercial Lease Agreement for any reason by providing a written notice of termination at least sixty (60) days prior to the end of the initial or any renewal term. Upon expiration of the initial or any renewal term, Lessee shall immediately quit and vacate the Leased Premises and deliver possession of the Leased Premises to the County in the same or better condition as the Leased Premises was at the beginning of the Lease. Any tangible property not removed at the end of the initial or any renewal term shall be deemed to have been abandoned by Lessee and become the property of the County.

B. Lessee shall be in default if Lessee fails to observe or perform in any material respect any covenant, agreement, condition, or provision of this Commercial Lease Agreement and such failure is not cured within fifteen (15) days after Lessee receives notice from the County regarding said default. If Lessee is in default, then County may, by written notice to declare the Commercial Lease Agreement breached and terminate all rights of Lessee hereunder. Lessee shall have up to thirty (30) days from the date of termination to remove Lessee's equipment, furnishings, trade fixtures, improvements, and other tangible personal property from the Leased Premises. After the expiration of the thirty (30) day period, Lessee shall immediately quit and vacate the Leased Premises and deliver possession of the Leased Premises to the County in the same or better condition as the Leased Premises was at the beginning of the Lease. Any tangible property not removed at the end of the thirty (30) day period shall be deemed to have been abandoned by Lessee and become the property of the County.

C. Notwithstanding the provisions of Paragraph Five (5), if any rent required by this Commercial Lease Agreement is not paid within thirty (30) days of when due, the County will have the option to:

1. Terminate this lease, resume possession of the Leased Premises, and recover immediately from Lessee the difference between the rent specified herein and the fair rental value of the Leased Premises for the remainder of the term, reduced to present worth, plus legal interest on amounts past due; or

2. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever the County may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

3. The County shall have all rights and remedies available to it at law and in equity now or hereafter provided within the State of Florida.

D. Notwithstanding anything in this Commercial Lease Agreement to the contrary, in the event that County determines in its sole and absolute discretion that the Leased Premises are needed for County purposes, the County shall have the right to terminate this Commercial Lease Agreement upon one hundred and twenty (120) days written notice to Lessee. No termination of this Commercial Lease Agreement prior to the stated termination of it, by lapse of time or otherwise, shall affect County's right to collect rent for the period prior to the termination thereof.

4. **AMENDMENT.** This Commercial Lease Agreement may be amended, altered, or modified only by written mutual agreement of the Parties.

5. **RENT; TAXES.**

A. Commencing on the first day of the month following the effective date of this Commercial Lease Agreement and due thereafter on the first day of each month for the duration of the Lease, Lessee shall pay the County a monthly rental payment of TWENTY-FIVE DOLLARS AND 00/100 (\$25.00).

B. All payments due from Lessee to the County under the terms of this Commercial Lease Agreement shall be paid promptly when due by hand delivery or US mail to the County at 450 West Walnut Street, Monticello, Florida 32344, or to such other address as the County may in writing designate. If any payment is not received by County by midnight on the 7th day following the day on which the payment is due, a late fee equal to ten percent (10%) of the delinquent payment for each month rent is past due, plus Five Dollars (\$5.00) per day for each day after the 7th day following the day on which the payment is due, shall be due from Lessee to County as additional rent. If any check from Lessee is returned for insufficient funds, or for any other reason, Lessee shall be required to pay the County a service charge of \$75.00 per returned check in addition to the other late charges set forth in this paragraph.

C. Lessee shall additionally be responsible for any and all municipal, county, state, or federal taxes, assessments, or other levies during the term of this Commercial Lease Agreement on the Leased Premises and for any and all taxes imposed upon its tangible personal property located on the Property, if any.

6. **USE.**

A. Lessee shall use the Leased Premises solely as an art gallery open to the general public and offering art exhibits, an annual student art show, studio space and classroom space, a small gift shop, and other artistic activities and cultural activities enriching to the community. No other uses shall occur on the Leased Premises during the Lease without approval of the County. In the event that the Leased Premises are no longer used or ceases to be used for the stated purpose, the Lease may be immediately terminated at the County's sole discretion.

B. Lessee shall not (i) commit or permit waste or damages to the Leased Premises; (ii) conduct or permit any business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance, including but not limited to illegal drug activity, which shall be subject to all available state and federal penalties; (iii) permit or conduct

any business or activity which constitutes a violation of any restrictive covenant; or (iv) store, use, or permit the same of any explosive, or dangerous substances or activities on the Leased Premises.

7. **ASSIGNMENT.** Lessee shall not sublease any part of the Property or assign this Commercial Lease Agreement without the prior written consent of the County.

8. **AS-IS CONDITION OF PROPERTY.** Lessee unconditionally accepts the Leased Premises in its present, as-is condition with no warranty from the County as to condition.

9. **REPAIRS, ALTERATIONS, AND IMPROVEMENTS.** Except as otherwise expressly provided herein, Lessee shall provide all maintenance, upkeep, and repairs of the Leased Premises during the term of the Lease necessary to keep the Leased Premises in good repair. County shall be responsible for maintenance, repair, and upkeep of the exterior of the Building and all lawn and landscaping maintenance for the Property. Lessee shall be responsible for all maintenance, repair, and upkeep of the interior of the Leased Premises, including but not limited to all furnishings, fixtures, equipment, windows and doors (including exterior doors and glass) interior plumbing, HVAC equipment, and appliances located therein. Lessee shall not make any major or significant alterations or changes to the Leased Premises without the prior written approval of the County. At the expiration of the Lease, Lessee will quit the Leased Premises and deliver possession of the Leased Premises to the County in the same or better condition as the Leased Premises was at the beginning of the Lease.

10. **UTILITIES.** Lessee shall subscribe for and pay all charges for gas, electricity, telecommunications (including internet), and other services and utilities on the Leased Premises during the term of the Lease. For water and sewer services which are not separately metered, Lessee shall pay the County, in the same time and manner as it pays monthly rent pursuant to Section 5 hereof, for all pass through expenses related to its water and sewer usage ("Pass-Through Expenses"). The monthly Pass-Through Expenses payment shall \$35.00 per month, but shall be subject to increase in the event the Leased Premises usages increase or the utility provider increases the rates. Any unpaid water and sewer charges may be billed and collected as unpaid rent.

11. **ENTRY.** County shall have the right to enter the Leased Premises at reasonable hours to inspect the same, provided County shall not unreasonably interfere with Lessee's activities on the Leased Premises.

12. **NOTICES.** All notices, communications, and correspondence between the Parties shall be mailed or delivered to the addresses listed below. Notice shall be deemed given when actually received by a Party. Refusal to receive a notice shall constitute receipt of notice.

COUNTY

Shannon Metty, County Manager
450 W. Walnut St.
Monticello, FL 32344
(850) 342-0223
smetty@jeffersoncountyfl.gov

LESSEE

Jefferson Arts
575 W Washington St.
Monticello, FL 32344
(850) 997-3311
jeffersonartsgallery@gmail.com

13. **NO LIEN ON COUNTY'S INTEREST.** The interests of the County shall not be subject to lien for any improvements made by Lessee. Lessee shall take no action which may result in the attachment of a lien or cloud on the County's interest in or title to the Leased Property. If, as a result of Lessee's actions, a lien or cloud is attached to the County's interest or title to the Property, Lessee shall immediately take all reasonable and necessary steps to remove such lien or cloud.

14. **INSURANCE.** Lessee shall obtain and maintain all commercial general liability insurance necessary or appropriate to insure the liability of the County with respect to the Leased Premises and Lessee's use of the Leased Premises. Lessee shall obtain liability insurance with the minimum limits specified below. The insurance, as it protects the County's interests, shall be subject to County's reasonable approval and shall cause the County to be named as an additional insured on such policies. A certificate of insurance evidencing proof of such insurance shall be provided to the County annually beginning with the first day of the initial term of the Lease.

\$1,000,000 Bodily Injury, per occurrence

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Lessee shall indemnify, protect, and hold the County and its officers, agents, and employees acting on behalf of the County, and its respective successors and assigns (collectively, the "Indemnified County Parties") harmless from and defend the Indemnified County Parties against any and all liabilities, claims, damages, losses, penalties, litigation, demands, causes of action, suits, proceedings, judgments, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding) arising out of or resulting from any negligent or intentional actions or omissions by Lessee, its officers, agents, invitees, or employees. In the case of any action or proceeding being brought against the Indemnified County Parties by reason of any such claim, Lessee, upon notice from the Indemnified County Parties, shall defend the same at Lessee's expense by counsel reasonably satisfactory to the County.

16. **ATTORNEY'S FEES AND EXPENSES.** If either party engages the services of an attorney to institute any action or proceeding against the other party because of a default or breach of any provision of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses reasonably incurred by either party in such manner, including but not limited to court costs and attorney's fees.

17. **NON-WAIVER OF COUNTY'S RIGHTS.** The failure of County to insist upon strict performance of any of the covenants, conditions, or options of this Commercial Lease Agreement shall not be construed as a waiver or relinquishment in the future of any such covenant, condition, or option, but the same shall be and remain in full force and effect.

18. **NO REALTOR'S FEE.** County and Lessee acknowledge and confirm that neither has dealt with any realtor or broker in connection with the Lease.

19. **PERSONAL PROPERTY.** All trade fixtures, furniture, equipment and other items of personal property on or about the Leased Premises shall be and remain at Lessee's sole risk of loss, except for damage occasioned thereto by the intentional wrongdoing of the County, and Lessee shall be responsible for providing its own insurance coverage for the same. County shall not be liable for any damage to nor loss of such property arising from any acts of negligence or otherwise of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, steam pipes or plumbing fixtures; nor from electric wiring or fixtures; nor from any other cause whatsoever, except for damage occasioned thereto by the intentional wrongdoing of the County; nor shall the County be liable for any injury to employees, agents, invitees, or customers of Lessee or other persons in or about the Leased Premises, except for damage occasioned thereto by intentional wrongdoing of the County.

20. **ENTIRE AGREEMENT.** This Agreement, including its exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

21. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

22. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts which have been signed and delivered by each of the parties (a party may execute a copy of this Agreement and deliver it by facsimile transmission; provided, however, that any such party shall promptly deliver an original signed copy of the Agreement).

23. **JURISDICTION AND VENUE.** The exclusive, convenient, and proper venue for any legal proceeding arising out of, or related to, this Agreement shall be Circuit Court in and for Jefferson County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the Jefferson County Circuit Court is an improper or inconvenient venue. Moreover, all parties to this Agreement, persons and entities alike, consent to the personal jurisdiction of the Circuit Court in and for Jefferson County, and irrevocably waive any objections to said jurisdiction.

24. **TIME OF ESSENCE.** Time is of the essence under this Commercial Lease Agreement.

25. **RECORDING.** The parties agree this Commercial Lease Agreement shall be recorded in the public records of Jefferson County, Florida. Lessee shall be responsible for any costs associated with recording.

26. **COMPLIANCE WITH LAWS.** Lessee shall comply with laws, orders, ordinances, and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. County shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

27. **TERMINATION OF PRIOR LEASE.** Effective as of the effective date, the Agreement between the School Board of Jefferson County (as subsequently amended and assigned to the County) and the Lessee dated February 10, 1997, pertaining to Lessee's lease of the Leased Premises shall be void, terminated, and of no further force and effect.

IN WITNESS WHEREOF the parties have executed this Commercial Lease Agreement effective as of the date last written below.

(Signature Page Follows)

JEFFERSON ARTS, INC.

William G. Moon
By: ~~Rosemary Anderman~~ William G. Moon
Its: President

Date: 3/20/2025

WITNESS:

Quinn A. Atkinson
Name: QUINN A. ATKINSON
Address: 445 W. PALMER MILL RD
MONTICELLO, FL 32344

WITNESS:

Patricia Garrett
Name: PATRICIA GARRETT
Address: 445 W. PALMER MILL RD
MONTICELLO, FL 32344

JEFFERSON COUNTY

Austin Hosford
Austin Hosford, Chair
Board of County Commissioners

Date: 3/20/2025

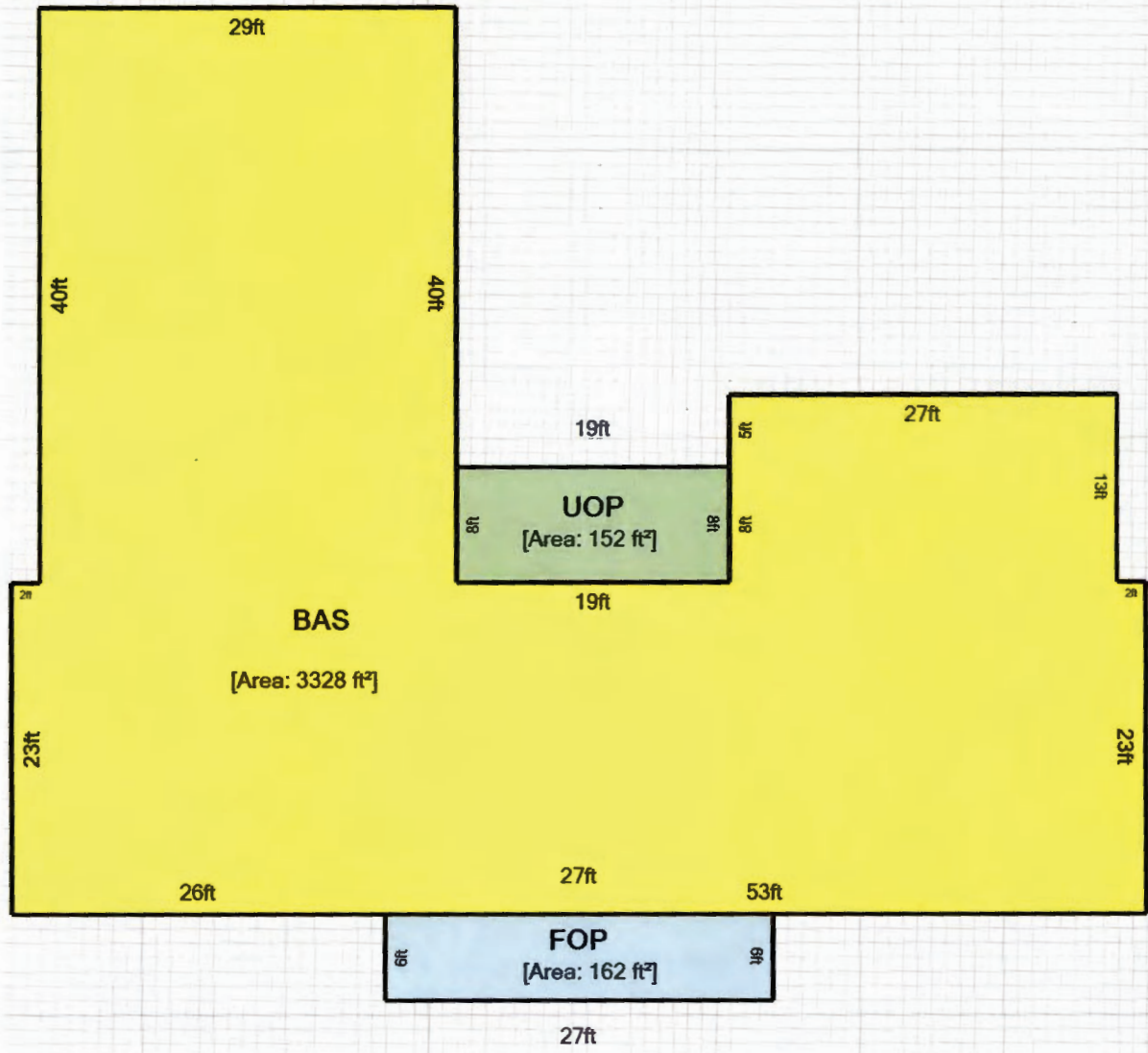
ATTEST:

Cecil "Trey" Hightower
Cecil "Trey" Hightower
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather Enchosa, Esq.
~~Heather Enchosa, Esq.~~ Heather Enchosa, Esq.
County Attorney

EXHIBIT A
LEASED PREMISES



**LEASED PREMISES LOCATION MAP
(YELLOW HIGHLIGHTED AREA)**

