

RESOLUTION NO. 2023- 56 _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH VICTORIA CROSSING APARTMENTS, LP ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, Victoria Crossing Apartments, LP has agreed to enter into a Lease Agreement with St. Johns County, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, for office space in the 96 unit affordable housing apartment complex located off State Road 207; and

WHEREAS, St. Johns County Health & Human Services shall use the office space to connect clients with a wide variety of resources to maintain and improve their health, to provide classes, case management, and other social support and assistance to needy members of the community; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed Lease Agreement, and has determined that accepting the terms of the Lease Agreement and executing same will serve the best interests of St. Johns County and its citizens.

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.

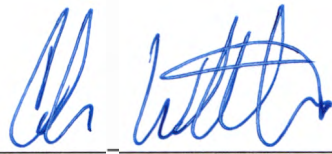
Section 2. The Board of County Commissioners hereby approve the terms of the Lease Agreement and authorize the County Administrator, or designee, to execute said Lease.

Section 3. To the extent that there are typographical, scrivener, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Lease may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to file the Lease Agreement in the Clerk's Office.

PASSED AND ADOPTED this 21st day of February, 2023.

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

BY: 
Christian Whitehurst, Chair

Rendition Date FEB 21 2023

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

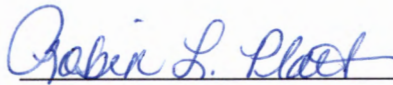

Deputy Clerk



EXHIBIT "A" TO RESOLUTION

LEASE AGREEMENT

THIS LEASE, made and executed by and between **VICTORIA CROSSING APARTMENTS, LP**, a Florida limited partnership, whose primary address is 56 E North Avenue, Suite 100, Northlake, IL 60164, hereinafter referred to as "Lessor" and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as "Lessee".

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Lessor does hereby lease to the Lessee the below described Premises, Other Areas and Common Areas, pursuant to the terms and conditions set forth below.

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Basic Lease Provisions and Exhibits

NAME and ADDRESS OF LESSOR:

Victoria Crossing Apartments, LP
56 E North Avenue, Suite 100
Northlake, IL 60164

NAME and ADDRESS OF LESSEE:

St. Johns County, Florida, a political subdivision of the State of Florida
c/o Land Management Systems
500 San Sebastian View
St. Augustine, Florida 32084

Section 1.02: The Premises.

Lessor hereby leases to Lessee that certain property situated at Victoria Crossing Apartments, 1850 A, State Road 207, St. Augustine, County of St. Johns, State of Florida, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, together with all appurtenances thereto and all buildings and improvements located on the Premises from time to time during the term of the Lease. Said Premises consists of one office, approximately 183 square feet, including use of common space for group meetings.

Section 1.03: Permitted Use.

The property leased hereby shall be used solely and exclusively by St. Johns County Health and Human Services to connect clients with a wide variety of resources to maintain and improve their health, to provide classes, case management, and other social support and assistance to needy members of the community.

Section 1.04: Scheduled Lease Term.

The initial term of this Lease shall be for three (3) years commencing May 1, 2023 and ending on April 30, 2026.

Section 1.05: Option to Renew

Upon expiration of the Initial Term of this Lease or any extension provided for hereafter, and provided Lessee is not then in default of this Lease in a manner set forth in Section 8.01 hereof, Lessee shall have the option to extend this Lease for up five (5) additional terms of one (1) year each, on the same terms and conditions as contained herein. Lessee shall automatically be deemed to have exercised its option as to each extension term provided that neither party notified the other in writing of intent not to accept such extension at least six (6) months prior to the end of the then current termination date.

Section 1.06: Rent.

The Rent due hereunder for the Lease Term shall be the sum of one dollar (\$1.00), to be made payable in advance of execution of this Lease. If applicable, Rent for any additional lease term shall be one dollar (\$1.00). Such rent shall be paid in advance on the first day of any such additional lease term.

Section 1.07: Condition of Premises.

The Lessee will take possession of the Premises with existing structures and together with future improvements for use as a facility to connect clients with a wide variety of resources to maintain and improve their health, to provide classes, case management, and other social support and assistance to needy members of the community. Any further improvements required for the Lessee's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Lessee's sole expense and with the Lessor's prior written approval. Lessee accepts the premises in an "as-is" condition.

Section 1.08: Licenses and Permits.

Lessee shall obtain all licenses and/or permits required by St. Johns County, Florida, as well as any State and Federal agencies.

Section 1.09: Payment of Taxes.

Lessor 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 Lessor's business, including sales and personal property taxes.

Section 1.10: Covenant of Ownership.

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

ARTICLE 2
LESSOR'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: Demise.

In consideration of the rent and the covenants and agreements contained in this Lease, Lessor leases the Premises, and Lessee hereby rents same, pursuant to and in accordance with the terms and conditions set forth in this Lease.

Section 2.02: Quiet Enjoyment.

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

ARTICLE 3
LESSEE'S OBLIGATION TO PAY RENT

Section 3.01: Obligation to Pay Rent.

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

Section 3.02: Covenant to Budget.

The Lessee covenants and agrees to appropriate in its annual budget for payment under this Lease.

Section 3.03: Timely Payment.

The Lessee covenants and agrees to make timely payment to Lessor as set forth elsewhere in this Lease.

ARTICLE 4
UTILITIES

Section 4.01: Parties' Respective Obligations.

Lessor shall reasonably provide all necessary and appropriate access to telecommunication utilities, electric service, gas, water, sewage and solid waste removal.

ARTICLE 5
MAINTENANCE, OPERATION, IMPROVEMENTS, REPAIR
AND JANITORIAL SERVICES

Section 5.01: Maintenance by Lessor.

Lessor shall maintain, repair and keep the structural components and supporting walls, foundation, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems for the lease premises and overall building, (including all fixtures pertaining to heating, air-

conditioning, ventilation, water, sewer, and electrical), parking areas, landscaping, gutters, downspouts, sprinkler systems, and all other improvements in good repair. Lessor shall maintain and provide cleanup of all parking lots and maintain any exterior flood lights on the Premises. Lessor shall be responsible for providing pest control service, janitorial services, and security monitoring, if any, for the lease premises as well as the overall building, updating and inspecting fire and life safety equipment, and providing a dumpster for the building.

Lessor shall have no duty to make any repairs within the Premises resulting from:

- a) any alterations, modifications or improvements made by or on behalf of Lessee;
- b) the installation of Lessee's property, fixtures (trade or otherwise), equipment or inventory;
- c) Lessee's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- d) the acts or omissions of Lessee, its employees, agents, contractors, invitees, guests, licensees, assigns or customers
- e) any Lessee maintenance obligation as set forth in Section 5.02 below.

Section 5.02: Maintenance by Lessee.

Except for Lessor's maintenance responsibilities as provided elsewhere in this Lease, Lessee, at Lessee's sole expense, shall maintain the Premises, all improvements made to the premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. Failure by Lessee to maintain the Premises as provided in this Lease may result in Lessor having to expend funds for clean-up and/or repair. If such incident occurs, then Lessee shall fully reimburse Lessor, within thirty (30) calendar days of the clean-up and/or repair, for all costs/expenses associated with the clean-up and/or repair.

Section 5.03: Improvements by Lessee.

Lessee shall incur all costs associated with any and all construction build-out or improvements to the interior and/or exterior of the structure upon written consent and permission 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.

Section 5.04: 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 early 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 without compensation to Lessee. Upon such Lease expiration or early 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 by 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 early termination of the Lease; provided, however, Lessee shall repair all injury caused to the Premises by the removal of such equipment and personal property.

Section 5.05: Surrender of Premises.

Upon termination of this Lease, Lessee shall surrender the Premises in the same condition as the Commencement Date, subject to any and all construction build-out or improvements to the interior and/or exterior of the structure approved by the Lessor, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Lessor. Lessee must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Lessee and shall repair any damage caused thereby. Any and all property not removed from the Premises at the termination of this Lease or the end of the term of this Lease or extension hereof, will be considered to have reverted to the status of building improvements belonging to the Lessor or to have been abandoned as to any and all rights or claims of Lessee, and will be at Lessor's sole right of disposal.

Section 5.06: Liens.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Lessee or its independent contractors. Lessee shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Article.

**ARTICLE 6
INSURANCE AND INDEMNIFICATION**

Section 6.01: Lessee's Coverage.

As a political subdivision of the State of Florida, the Lessee's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Lessee shall not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28 Florida Statutes. Accordingly, the Lessee's liability and indemnification obligations in this Lease Agreement shall be effective only to the extent expressly required by 768.28 Florida Statutes or other limitations imposed on the Lessee's potential liability under state or federal law. The indemnity provisions of this section shall survive the termination of this Lease. This provision relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the Lessee, pursuant to this Lease, or otherwise.

The Lessee shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage.

The Lessor will not insure any property or contents stored on the property by the Lessee.

Section 6.02: Lessor's Coverage.

Lessor, at Lessor's discretion, shall maintain adequate liability and property insurance covering the building.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 6.01: Fire, Explosion, or Other Casualty.

Lessee shall immediately give notice to Lessor of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence"). Unless the Lessor determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Lessor subject to this Section. If the Lessor determines that it is not cost effective to repair the Premises, Lessor shall provide Lessee ninety (90) days written notice of termination of this Agreement in accordance with the requirements of Article 7. Lessor shall not be required to repair or replace Lessee's improvements, alterations and additions, inventory, fixtures, equipment and other personal property. In the event Lessor fails to notify Lessee within 30 days after the Occurrence of the Lessor's election to either repair all damages required to be repaired by Lessor or to terminate this Lease, or in the event that the Lessor's repairs take more than 120 days from the date of notification to complete, the Lessee, at its option, may unilaterally terminate this Lease.

Section 6.02: Lessor's Work.

Upon an Occurrence, Lessor need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Lessee.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: Lessee's Default.

If Lessee fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Lessor from Lessee hereunder within ten (10) days after Lessor notifies Lessee that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Lessor, excepting any dangerous situation which shall be resolved immediately; or
- c) Take appropriate action within ten (10) days of receipt of written notice from Lessor requesting Lessee to remedy Lessee's failure to perform any of the terms, covenants and conditions hereof; or
- d) Conform to the Lease provisions and is otherwise in breach of Lessee's obligations hereunder and shall not have cured the default to the satisfaction of the Lessor within fifteen (15) calendar days following receipt of written notice from the Lessor; then, the Lessee shall be in default.

Upon such default, the Lessor may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Lessee shall be responsible for reasonable expenses incurred by termination occasioned by Lessee's default, and the Lessee shall pay the remainder of the Lease Term; provided, however, that the amounts reduced by the amount of rents, if any, received from replacement all such payments all obligations of Lessee to Lessor under this Lease shall cease. Lessor shall use its best efforts to promptly obtain replacement Lessees at a fair rental.

Section 8.02: Lessor's Default.

If Lessor fails to:

- a) Take reasonable action within ten (10) calendar days of receipt of written notice from Lessee requesting Lessor to remedy Lessor's failure to perform any of the terms, covenants and conditions as described in this Lease, excepting any dangerous situation which shall be resolved immediately; or
- b) Conform to the Lease provisions and is otherwise in breach of Lessor's obligations hereunder and shall not have cured such failure within fifteen (15) calendar days following receipt of written notice from Lessee; then, Lessor shall be in default.

Upon such default, the Lessee may terminate this Lease. In such event and upon vacation by Lessee, Lessor shall be responsible for all reasonable expenses, including temporary storage, incurred by Lessee. In addition, upon such termination occasioned by Lessor's default and upon vacation of the Premises by the Lessee, the Lessor shall pay the Lessee as damages the difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Lessor to Lessee under this Lease shall cease.

Section 8.03: Termination of Lease.

If the Lessor, at its sole discretion, determines at any time that the Property has become unsuitable for the intended use, or that there are other circumstances that negatively affect the lease of subject property, then Lessor shall give six (6) months written notice to Lessee advising of such unsuitability and electing to terminate this Lease at the end of said 6-month period. Provision of such notice shall not be considered an event of default on the part of the Lessor, even if such notice is issued in response to a request for repairs or maintenance by the Lessee.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: Covenant Not to Assign or Sublet Without Consent.

Lessee covenants that it will not rent, lease or otherwise allow occupancy of the premises to any third party without written consent of the Lessor, which will not be unreasonably denied.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

Neither Lessee, nor any permitted assignee, licensee or other person or entity acting at the direction or with the consent of Lessee shall manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Lessor.

The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal, State or Local law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: Severability.

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

Section 11.02: Execution in Counterparts.

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

Section 11.03: Captions.

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

Section 11.04: Effect of Failure to Insist on Strict Compliance.

The failure of either party to insist upon strict performance of any provision of this Lease shall not be construed as a waiver of such provision on any subsequent occasion.

Section 11.05: Choice of Law and Venue.

This Lease shall be construed according to the laws of the State of Florida. Venue for any legal or administrative action arising under this Lease shall lie exclusively in St. Johns County, Florida.

Section 11.06: Notice.

Any notice required to be sent according to provisions of this Lease shall be sent to the addresses set forth in Section 1.01.

**ARTICLE 12
RADON GAS**

Section 12.01 Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

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

**LESSOR:
VICTORIA CROSSING APARTMENTS, LP**

Witness *Cynthia L. Tennant*
Print: CYNTHIA L. TENNANT
Pawel Podgorny
Witness
Print: PAWEL PODGORNY

BY: *Susan Wiemer*
Print: Susan Wiemer
Title: Interim Executive Director of Sole
Member of General Partner

Witness
Print: _____

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

Witness
Print: _____

BY: _____

Its County Administrator

Legal Review
By: _____
Assistant County Attorney



2019 Aerial Imagery
 January 19, 2023



Lease Agreement

Victoria Crossing Apartments, LP

Land Mgmt. Systems
 Real Estate Division
 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate Division
 disclaims all responsibility for the accuracy
 or completeness of the data shown hereon.

