

RESOLUTION NO. 2022- 444

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 GROUND LEASE AGREEMENT WITH C&C PROPERTY MANAGEMENT & MORE, LLC FOR USE OF A COUNTY-OWNED PARCEL AT E. COCHRAN AVENUE IN HASTINGS.

RECITALS

WHEREAS, C&C Property Management & More, LLC has requested a Ground Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for property located at the corner of E. Cochran Avenue and N. Orange Street, Hastings, Florida; and

WHEREAS, C&C Property Management & More, LLC will use this parcel to provide affordable housing to the residents of St. Johns County; and

WHEREAS, this is a revocable Ground Lease Agreement and the County can terminate the Lease with six (6) months written notice should a need be determined; and

WHEREAS, the County has determined that executing the referenced Ground Lease Agreement is in the overall best interests of 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.

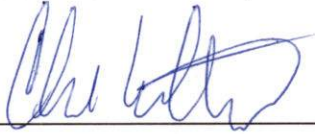
Section 2. The Board of County Commissioners hereby approve the terms of the Ground Lease Agreement and authorize the County Administrator, or designee, to execute said Lease.

Section 3. To the extent that there are typographical, scrivener's, 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 Ground Lease Agreement in the Clerk's Office.

PASSED AND ADOPTED this 6th day of December, 2022.

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

BY: 
Christian Whitehurst, Chair

Rendition Date DEC 08 2022

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

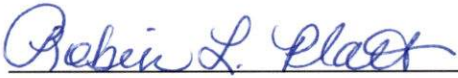

Deputy Clerk



EXHIBIT "A" TO RESOLUTION

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, made and executed this ____ day of _____, 2022, by and between **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 "Landlord", and **C&C PROPERTY MANAGEMENT & MORE, LLC**, a limited liability company authorized to conduct business in the State of Florida, whose primary address is 108 Rothermel Lane, Crescent City, Florida 32112, hereinafter referred to as "Mobile Home Owner".

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the County does hereby lease to the Mobile Home Owner the below described Premises 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 LANDLORD:

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

NAME and ADDRESS OF MOBILE HOME OWNER:

C&C Property Management & More, LLC
108 Rothermel Lane
Crescent City, Florida 32112

Section 1.02: The Premises.

Landlord hereby leases to Mobile Home Owner that certain parcel (PIN 042380-0000) known as 304 and 306 E. Cochran Avenue and 303 and 305 N. Orange Street, Hastings, County of St. Johns, State of Florida, more particularly shown on Exhibit "A" attached hereto and by reference made a part hereof.

Section 1.03: Permitted Use.

The property leased hereby shall be used solely and exclusively by Mobile Home Owner to own, operate, maintain and lease no more than four (4) mobile homes as low income housing. To insure these mobile homes remain low-income housing throughout the term of this Lease Agreement, or any extension provided herein, the beginning monthly rental rate as of November 1, 2022 shall not be greater than \$900.00 per month, and annual rental increases may not exceed 5% over the previous year's lease amount.

Section 1.04: Scheduled Lease Term.

This Lease shall be for an initial term of five (5) years commencing January 1, 2023 (Commencement Date) and ending on December 31, 2027 (the "Initial Term"). If either Landlord or Mobile Home Owner determines at any time that the Property has become unsuitable for the intended use, six (6) month written notice shall be provided to the non-terminating party advising of such unsuitability and electing to terminate this Lease at the end of said six-month period.

Section 1.05: Option to Renew

Upon expiration of the Initial Term of this Lease, or any extension provided for hereafter, and provided Mobile Home Owner is not then in default of this Lease in a manner set forth in Section 8.01 hereof, Mobile Home Owner shall have the option to extend this Lease for up to two (2) additional terms of five (5) years each, on the same terms and conditions as contained herein. Mobile Home Owner 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. While this Lease may be renewed as stated in this Article, it is expressly noted that the Landlord is under no obligation to extend this Lease.

Section 1.06: Rent.

As rental for the leased Premises during the Initial Term, Mobile Home Owner shall pay to Landlord a monthly rental payment of One Hundred Twenty Five and No/100 Dollars (\$125.00) per mobile home, plus applicable sales tax, to be paid in advance. Mobile Home Owner shall pay rent at the rate set forth above throughout the term of this Lease on or before the first day of each month of the Initial Term and any Extension Terms as defined in Section 1.05. Mobile Home Owner shall make such payment to the address set forth below, or to such other address as Landlord shall from time to time designate by written notice.

Upon any extension of the Lease as provided for herein, the rental fee shall increase upon the anniversary of each 5-year renewal period by an amount equal to five percent (5%) of the fee paid during the previous 5-year term.

All rent due hereunder shall be paid in lawful United States currency to St. Johns County, Land Management Systems, Real Estate Division, 500 San Sebastian View, St. Augustine, Florida 32084. In addition to any rent due, a late charge of 10% of the monthly rental installments shall be paid with any installment of rent paid more than ten (10) days after due date. The failure of Landlord to insist upon payment of the late charge in one instance shall not be deemed a waiver of Landlord's right to collect such charge if future rental payments are delinquent.

Section 1.07: Condition of Premises.

Mobile Home Owner will take possession of the Premises in an as-is condition, as a location from which to own, operate, maintain and lease no more than four (4) mobile homes to the residents of St. Johns County as low income housing. Any further improvements required for the Mobile Home Owner's occupancy and use of the Premises may be made in accordance with the

terms of this Lease and at the Mobile Home Owner's sole expense upon written consent and permission of the Landlord which shall not be unreasonably withheld.

Section 1.08: Licenses and Permits.

Mobile Home Owner shall secure and maintain all licenses and/or permits required by applicable local, state and federal law, rule regulation and/or policy necessary for Mobile Home Owner's use of the Premises.

Section 1.09: Payment of Taxes.

Mobile Home Owner 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 Mobile Home Owner's use of the Premises, including but not limited to sales and personal property taxes.

Section 1.10: Covenant of Ownership.

Landlord covenants to Mobile Home Owner that Landlord owns the property in fee simple title and has full authority to enter into this Lease.

**ARTICLE 2
LANDLORD'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, Landlord leases the Premises, and Mobile Home Owner 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 Mobile Home Owner to Landlord and performing and observing all of Mobile Home Owner's covenants and obligations hereunder, Mobile Home Owner, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises and may use the Premises throughout the Lease term without interference by Landlord.

**ARTICLE 3
MOBILE HOME OWNER'S OBLIGATION TO PAY RENT**

Section 3.01: Obligation to Pay Rent.

Notwithstanding any other Article, section or provision of this Lease, the Mobile Home Owner's obligation to pay Rent and to make payments to Landlord under this Lease is limited solely and only to payment from the funds of the Mobile Home Owner 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 Mobile Home Owner covenants and agrees to appropriate in its annual budget for payment under this Lease.

Section 3.03: Timely Payment.

The Mobile Home Owner covenants and agrees to make timely payment to Landlord as set forth elsewhere in this Lease.

**ARTICLE 4
UTILITIES**

Section 4.01: Parties' Respective Obligations.

Mobile Home Owner or their tenants, at their expense, shall contract for, and pay all costs associated with any and all utilities used or consumed at the Premises, including telephone/voice mail/internet/wi-fi, electricity, gas, water, sewer, solid waste removal and any other services not specifically listed in this Section.

**ARTICLE 5
MAINTENANCE, OPERATION, IMPROVEMENTS, AND REPAIR**

Section 5.01: Maintenance by Landlord.

Landlord shall have no duty to make any repairs or improvements to the Premises or the mobile homes.

Section 5.02: Maintenance by Mobile Home Owner.

Mobile Home Owner, at Mobile Home Owner's sole cost and expense, shall maintain, repair and keep the structural components and supporting walls, foundation, roof, mechanical systems, HVAC systems, electrical systems, plumbing systems, (including all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, and electrical), gutters, downspouts, if any, and all other improvements related to the mobile homes in good repair, including replacing any and all appliances as necessary. Mobile Home Owner's maintenance responsibilities shall include, but shall not be limited to, power washing the mobile homes as needed, insuring prompt removal of all debris, trash and solid waste, maintaining the landscaping including mowing, fertilizing, and tree trimming. Mobile Home Owner, at Mobile Home Owner's sole cost and expense, shall be responsible for maintaining the mobile homes in good repair, in a neat and clean condition, and in pleasant appearance.

Mobile Home Owner shall maintain the Premises and all mobile homes in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition in compliance with the St. Johns County Housing Code. If Code Enforcement should issue Mobile Home Owner written notice of a Housing Code Violation, Mobile Home Owner must remedy or correct said violation within the time allowed for the correction. Persistent violations or failure to remedy violations

within the time allowed will be considered a default of the terms of this Lease. Upon such default, Landlord may terminate this Lease and resume possession of the Premises.

Section 5.03: Improvements by Mobile Home Owner.

Mobile Home Owner shall incur all costs associated with any and all improvements to the Premises upon written consent and permission of the Landlord which shall not be unreasonably withheld. All improvements on the Premises shall conform to applicable codes and regulations of the federal, state, County and municipal governments or any of their departments. Landlord retains the right to monitor and inspect Mobile Home Owner's improvements at the Premises. The above notwithstanding, the interests of the Landlord in the Premises shall not be subject to construction liens or other liens for improvements made by the Mobile Home Owner. All improvements made at the Premises shall upon the expiration or earlier termination of this Lease, be the property of the Landlord if not removed within ninety (90) days or unless otherwise agreed between the parties in writing.

Section 5.04: Ownership of Improvements and Fixtures.

Landlord and Mobile Home Owner 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 Mobile Home Owner during the term of the Lease. All buildings, mobile homes, equipment and personal property of Mobile Home Owner, excepting fixtures permanently affixed to the Premises, shall remain the property of Mobile Home Owner and may be removed from the Premises by Mobile Home Owner upon the expiration or early termination of the Lease; provided, however, Mobile Home Owner shall repair all injury caused to the Premises by the removal of such equipment and personal property. All fixtures, alterations, additions, changes and improvements permanently affixed to the Premises shall automatically belong to the Landlord without compensation to Mobile Home Owner.

Section 5.05: Surrender of Premises.

Upon expiration or termination of this Lease, Mobile Home Owner, at Mobile Home Owner's sole cost and expense, shall remove the mobile homes from the Premises, together with any associated fixtures, structures, outbuildings, alterations, improvements or personal property owned by the Mobile Home Owner or former tenants, and any damage caused thereby shall be repaired by Mobile Home Owner at Mobile Home Owner's sole cost and expense. Any and all property not removed from the Premises within ninety (90) days after the expiration or 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 Landlord or to have been abandoned as to any and all rights or claims of Mobile Home Owner, and will be at Landlord'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 Mobile Home Owner, its tenants or independent contractors. Mobile Home Owner 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 Section.. The failure to timely discharge a lien against the Property is a material breach of this Lease.

Section 5.07: Sign Awnings and Canopies.

At all times, Mobile Home Owner shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.08: Unlawful Activity.

The Mobile Home Owner shall not make any unlawful, immoral, improper or offensive use of the Premises nor allow its tenants, employees, agents, invitees or guests to utilize said Premises for any purpose other than that herein. The use of illegal drugs on the Premises is strictly prohibited.

**ARTICLE 6
INSURANCE AND INDEMINIFICATION**

Section 6.01: Mobile Home Owner's Coverage.

To the extent permissible by law, the Mobile Home Owner agrees to indemnify and hold Landlord and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the Premises described herein. It is the intention of the Mobile Home Owner that Landlord and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The Mobile Home Owner expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this Lease.

The Mobile Home Owner assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Mobile Home Owner or by any person whosoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Mobile Home Owner or of any occupant, Mobile Home Owner, visitor or user of any portion of the Premises. Specific consideration has been paid and received for this indemnification provision and the 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 Mobile Home Owner, pursuant to this Lease, or otherwise.

The Mobile Home Owner 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 liability policy shall include a waiver of subrogation in favor of St. Johns County. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

The Landlord will not insure any property or contents stored on the property by the Mobile Home Owner.

If required, Mobile Home Owner will, for the entire term of this Lease and at Mobile Home Owner's cost and expense, maintain for its benefit and the benefit of Landlord, 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 Landlord 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 Landlord. 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.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this Lease, copies of current policies and certificates of insurance including the additional insured/co-insured endorsements will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084, and include the name of the Mobile Home Owner, the lease term, and property address. St. Johns County will be given thirty (30) day notice prior to cancellation or modification of this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 6.02: Landlord's Coverage.

Landlord, at Landlord's discretion, shall maintain adequate liability and property insurance covering the mobile homes.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: Fire, Explosion, or Other Casualty.

Mobile Home Owner shall immediately give notice to Landlord 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 Mobile Home Owner determines that it is not cost effective to repair the Premises, the damage shall promptly be repaired by Mobile Home Owner subject to this Section. If the Mobile Home Owner determines that it is not cost effective to repair the Premises, Mobile Home Owner shall provide Landlord sixty (60) days written notice of termination of this Lease in accordance with the requirements of Article 8. Landlord shall not be required to repair

or replace Mobile Home Owner's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, equipment and other personal property. In the event Mobile Home Owner fails to notify Landlord within 30 days after the Occurrence of the Mobile Home Owner's election to either repair all damages required to be repaired by Mobile Home Owner or to terminate this Lease, or in the event that Mobile Home Owner's repairs take more than 120 days from the date of notification to complete, the Landlord, at its option, may unilaterally terminate this Lease.

ARTICLE 8 TERMINATION

Section 8.01: Mobile Home Owner's Default.

If Mobile Home Owner fails to:

- a) Pay all or any monthly installments of the Rent or any other sum due to the Landlord from Mobile Home Owner hereunder within thirty (30) days after Landlord notifies Mobile Home Owner that such sum is past due; or
- b) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord; or
- c) Take appropriate action within ten (10) days of receipt of written notice from Landlord requesting Mobile Home Owner to remedy Mobile Home Owner'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 Mobile Home Owner's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) calendar days following receipt of written notice from the Landlord; then, the Mobile Home Owner shall be in default.

Upon such default, the Landlord may terminate this Lease. Upon such termination, the Mobile Home Owner shall be responsible for reasonable expenses incurred by termination occasioned by Mobile Home Owner's default.

Section 8.02: Termination of Lease.

If the Landlord, 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 Landlord shall give six (6) months written notice to Mobile Home Owner advising of such unsuitability and electing to terminate this Lease at the end of said 6-month period.

**ARTICLE 9
ASSIGNMENT**

Section 9.01: Covenant Not to Assign Without Consent.

Mobile Home Owner covenants that it will not assign or transfer this Lease in whole or in part to any third party without written consent of the Landlord, which will not be unreasonably denied. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns of the parties hereto.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: Hazardous Substances.

- a) Neither Mobile Home Owner, nor any permitted tenant, assignee, licensee or other person or entity acting at the direction or with the consent of Mobile Home Owner 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 Landlord.
- b) 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.

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

**Mobile Home Owner:
C&C PROPERTY MANAGEMENT
& MORE, LLC**

Witness: *Osney Kelly*

Print Name: Osney Kelly

Witness: *Kristina Rossie*

Print Name: Kristina Rossie

By: *Dennis Rothermel*

Print Name: Dennis Rothermel

Title: _____

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

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

By: _____

Hunter S. Conrad
Its County Administrator

Legal Review

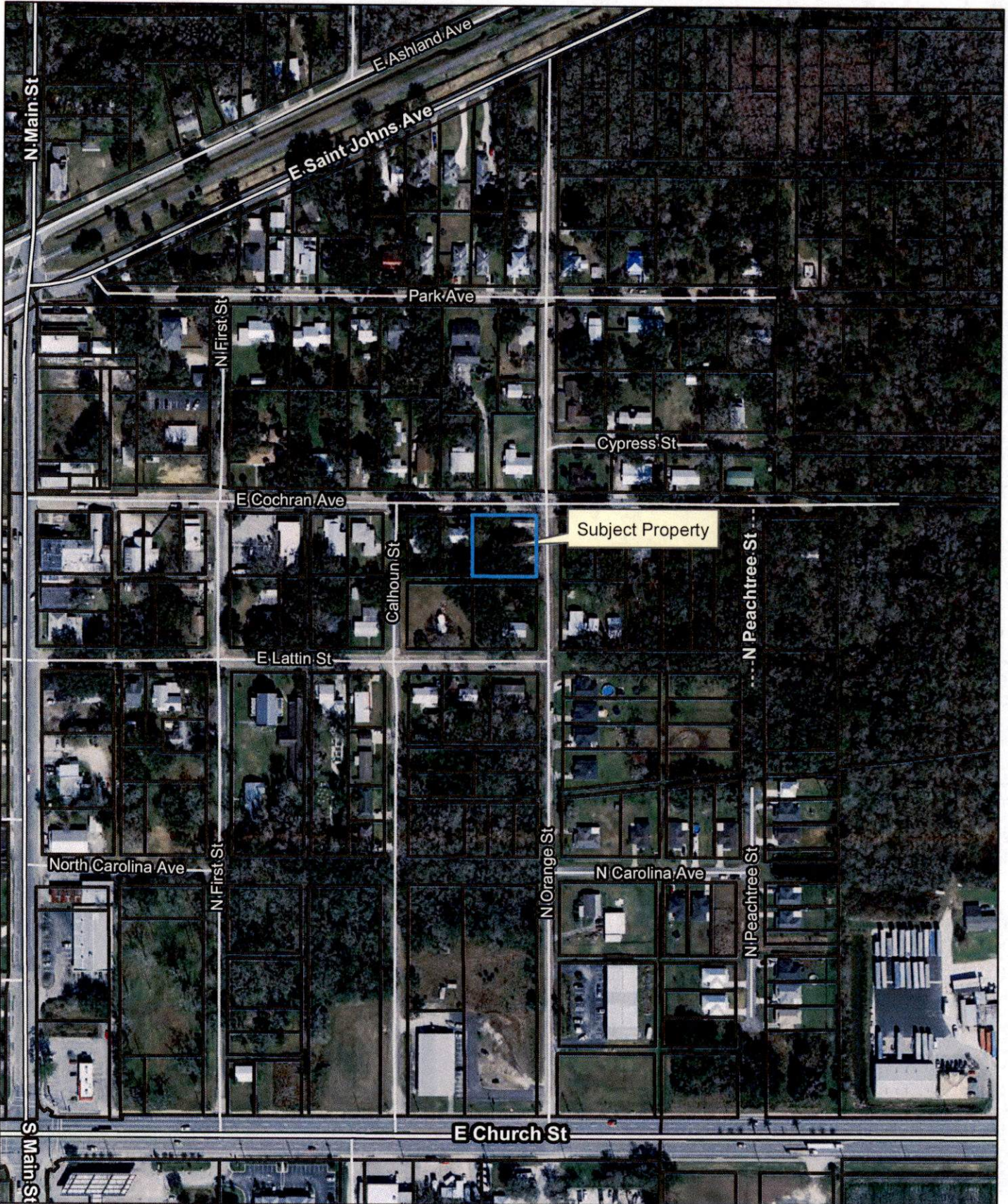
By: _____

Senior Assistant County Attorney

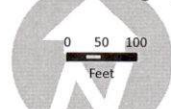
EXHIBIT "A" TO LEASE AGREEMENT

304 & 306 E Cochran Ave and 303 & 305 N Orange St., Hastings





2019 Aerial Imagery



November 4, 2022

Ground Lease Agreement

E. Cochran Ave and N. Orange St

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.

