

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PARKING LEASE AGREEMENT BETWEEN THE FLAGLER RESORT, LTD., THE CITY OF ST. AUGUSTINE, AND ST. JOHNS COUNTY

WHEREAS, on February 20, 1997 St. Johns County (the "County") sold the Casa Monica Property and adjoining parking areas to The Flagler Resort, Ltd.; and

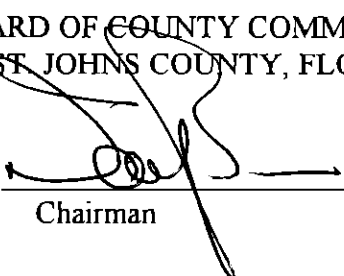
WHEREAS, said adjoining parking areas were partially used for parking purposes by the County, and its agents, customers, and invitees and the rules, responsibilities and revenues for said parking were provided for in Leases between the County and the City of St. Augustine.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

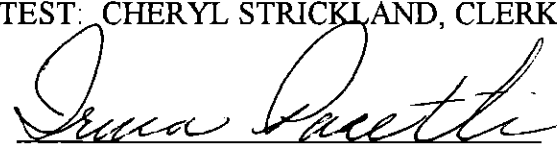
The County Administrator is authorized to execute a Parking Lease Agreement with The Flagler Resort, Ltd., the City of St. Augustine and the County in a form substantially as that attached and incorporated herein by reference as Exhibit A.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25 day of March, 1997.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:  \_\_\_\_\_  
Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By:  \_\_\_\_\_  
Deputy Clerk

*Original  
under lease*

**PARKING LEASE AGREEMENT**

**THIS LEASE**, made and executed this 6th day of May, 1997 by and between **THE FLAGLER RESORT, LTD.**, a Florida Limited Partnership, hereinafter referred to as Lessor, and **THE CITY OF ST. AUGUSTINE**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "City", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County."

**WHEREAS**, on February 20, 1997, the County has sold that certain real property more fully described in the attached Exhibit "A", incorporated by reference and made a part hereof, to the Lessor hereinafter "the Property"; and

**WHEREAS**, said real property was partially used for parking purposes by the County, and its agents, customers and invitees; and the rules, responsibilities and revenues for said parking were provided for in Leases between the County and the City, copies of which are attached hereto as Exhibits "B" and "C", incorporated by reference and made a part hereof; and

**NOW THEREFORE**: the Lessor, the City and the County hereby agree as follows:

*CC* **Section 1**: Said leases attached hereto as Exhibits B and C are terminated effective May 6, 1997 (date of last signature of this agreement).

**Section 2**: That for and in consideration of the sum of Ten Dollars (\$10.00) paid in hand by each party to the other, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions set forth herein, the vehicle parking spaces existing as of February 20, 1997, on the real property described in Exhibit "A" attached, (hereinafter the "Parking Area") are hereby leased to the City by the Lessor, with the concurrence of the County, for use and sublease in accordance with the terms of this agreement, for the term expiring at 12:00 Midnight on February 20, 1998. Said Parking Area shall not include areas used for building service, maintenance, access, loading zones, county parking, rental parking, and handicapped parking as of February 20, 1997; all as identified on Exhibit E hereto which is incorporated herein by reference; which areas shall continue to be used for such purposes without charge between the parties of this agreement during the term of this Lease. The four (4) Rental Parking spaces identified on said Exhibit E shall be reserved for assignment by Flagler Resort, Ltd., to sublessors of store front units on the Property without charge between the parties of this agreement. The "County Parking" spaces identified on Exhibit E hereto shall be reserved for the use of the Constitutional Offices of the County occupying the Property, which spaces shall be reserved for such use without charge between the parties of this Agreement during the term of this Lease. In addition to other stated consideration, the City shall pay to Lessor as annual rent for the use and sublease of said Parking Area, fifty (50%) percent of the gross receipts received from the nine (9) parking meters existing on the property as of February 20, 1997, and fifty (50) percent of its income from individual parking sublease agreements with County employees for reserved parking spaces in said Parking Area. Gross receipts to be calculated after payment of sales tax by City. The County shall receive no revenue from this Parking Lease Agreement.

**Section 3:** Lessor, City, and County further agree that during the terms of this lease:

a. The City shall reserve use and sublease said Parking Area solely for the County's employees, agents, customers and invitees. Such use and sublease shall be subject to other terms of this agreement including but not limited to the obligation of county employees to pay rent for reserved parking spaces in accordance with section 3-b, hereof.

b. The City shall rent up to thirty-eight (38) vehicle parking spaces in said Parking Area to employees of the County, upon their written request, delivered to City no later than June 5, 1997, at a rental fee not to exceed \$20.00 per month commencing May 6, 1997, plus sales taxes. The terms and conditions of the rental agreement for each County employee shall be as stated in Exhibit "D" attached hereto and incorporated herein by reference. The County, the County Tax Collector, and the County Property Appraiser shall not be obligated to pay any rental for or on behalf of any County employees. *rca*

c. Furthermore the City shall strictly enforce metered parking space use and reserved parking space use in the Parking Area, and require all persons using said property to comply with all applicable City ordinances and Police regulations. Meter parking rates shall be comparable to other such rates in the City of St. Augustine.

d. The City shall provide and maintain all parking meter poles and parking meters in said Parking Area in good working order.

e. The City shall keep records of the gross receipts from the parking lot and furnish Lessor and County with a detailed statement of such operation.

**Section 4:** This Lease shall automatically terminate at 12:00 p.m. February 20, 1998.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year last above written.

Signed, Sealed and Delivered  
in our Presence:

**LESSOR**  
**THE FLAGLER RESORT, LTD.**, a  
Florida Limited Partnership  
By: RCK Flagler, Inc., as its sole general partner

*Joseph B. Folz*  
Print Joseph B. Folz

*Richard C. Kessler*  
Print Richard C. Kessler

*Linda F. Martin*  
Print Linda F. Martin

Its: President  
Address 6649 Westwood Blvd., Suite 130  
Orlando, Florida 32821

Neil Porter  
Print Neil Porter

Neil Porter  
Print Neil Porter

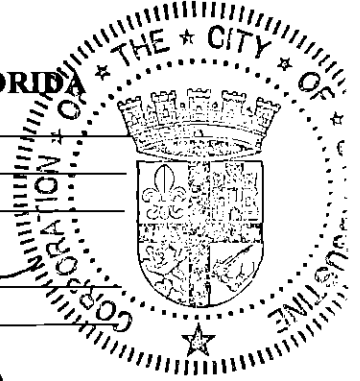
Norma Pirkle  
Print NORMA PIRKLE

Mary Ann Blount  
Print Mary Ann Blount

CITY OF ST. AUGUSTINE, FLORIDA

Ken Wether  
Title MAYOR  
Its: \_\_\_\_\_

Attest: Paul B. Owen  
Title: CITY CLERK



ST. JOHNS COUNTY, FLORIDA

Nicholas M. Meiszer  
Nicholas M. Meiszer  
County Administrator

Attest: Cheryl Strickland, Clerk  
By: Joan Beattie  
Deputy Clerk

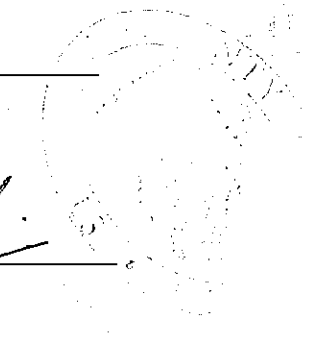


EXHIBIT "A"

PARCEL A: PARKING

COMMENCING AT A UNITED STATES MARBLE MONUMENT AT THE SOUTHEAST CORNER OF THE UNITED STATES POST OFFICE AND CUSTOMS HOUSE LOT, CITY OF ST. AUGUSTINE, FLORIDA; THENCE RUN SOUTH 13 DEGREES EAST (MAGNETIC) 365.25 FEET ALONG THE WEST LINE OF ST. GEORGE STREET TO A POINT; THENCE RUN SOUTH 75 DEGREES WEST 41.34 FEET TO A POINT; THENCE RUN SOUTH 15 DEGREES EAST 3.7 FEET TO A POINT; THENCE RUN SOUTH 68 DEGREES 46 MINUTES WEST 48.66 FEET TO THE NORTHEAST CORNER OF THE LOT HEREIN DESCRIBED AND THE PLACE OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF PROPERTY OF MCMILLAN. FROM THE POINT OF BEGINNING THUS ESTABLISHED, RUN SOUTH 84 DEGREES 26 MINUTES WEST ALONG THE PROPERTY LINE OF WEBB 84.8 FEET TO A POINT; THENCE RUN SOUTH 70 DEGREES 48 MINUTES WEST ALONG PROPERTY LINE OF WEBB 107.9 FEET TO THE EAST PROPERTY LINE OF CORDOVA STREET, SAID POINT BEING WEBB'S SOUTHWEST CORNER; THENCE RUN SOUTH 19 DEGREES 58 MINUTES EAST ALONG THE EAST PROPERTY LINE OF CORDOVA STREET 73.65 FEET TO A POINT; RUN THENCE NORTH 73 DEGREES 42 MINUTES EAST 188 FEET TO A POINT, THE SOUTHWEST CORNER OF MCMILLAN'S PROPERTY; RUN THENCE NORTH 17 DEGREES 13 MINUTES WEST 63.4 FEET ALONG MCMILLAN'S WEST LINE TO THE PLACE OF BEGINNING.

PARCEL B: PARKING

BEING A PART OF THE NORTH ONE-HALF OF LOT 4, BLOCK 36, CITY OF ST. AUGUSTINE; COMMENCING AT A UNITED STATES MARBLE MONUMENT AT THE SOUTHEAST CORNER OF THE UNITED STATES POST OFFICE AND CUSTOMS HOUSE LOT IN THE CITY OF ST. AUGUSTINE, FLORIDA; THENCE RUN SOUTH 13 DEGREES EAST (MAGNETIC) 365 FEET 4 INCHES ALONG THE WEST LINE OF ST. GEORGE STREET TO A POINT; THENCE FOLLOWING THE WEST LINE OF ST. GEORGE STREET SOUTH 17 DEGREES 30 MINUTES EAST 70 FEET TO MCMILLAN'S SOUTHEAST CORNER; RUN THENCE SOUTH 18 DEGREES 29 MINUTES EAST 71.57 FEET TO THE NORTH SIDE OF PALM ROW; THENCE RUN SOUTH 73 DEGREES 45 MINUTES WEST 100.08 FEET ALONG THE NORTH LINE OF PALM ROW TO THE SOUTHEAST CORNER OF NEWELL'S PROPERTY; RUN THENCE NORTH 19 DEGREES 22 MINUTES WEST 70.99 FEET TO THE SOUTH LINE OF A.E. PILGRIM AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTH 73 DEGREES 42 MINUTES WEST 67.5 FEET ALONG AND WITH PILGRIM'S SOUTH LINE; THENCE RUN SOUTH 19 DEGREES 22 MINUTES EAST 5 FEET; THENCE RUN NORTH 73 DEGREES 42 MINUTES EAST 67.5 FEET TO NEWELL'S EAST LINE; RUN NORTH 19 DEGREES 22 MINUTES WEST 5 FEET ALONG NEWELL'S EAST LINE TO THE POINT OF BEGINNING.

PARCEL C: BUILDING

LOT 1 OF BLOCK 36, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH LINE OF KING STREET, BEING THE NORTHWEST CORNER OF PROPERTY FORMERLY OF WALTER LYON; THENCE SOUTH 08 DEGREES 04 MINUTES EAST ALONG SAID LYON PROPERTY 148.6 FEET TO THE NORTH LINE OF LINDSLEY PROPERTY; THENCE SOUTH 76 DEGREES 48 MINUTES WEST ALONG LINDSLEY PROPERTY 73.6 FEET TO THE NORTHWEST CORNER OF LINDSLEY PROPERTY; THENCE SOUTH 13 DEGREES 17 MINUTES EAST ALONG LINDSLEY'S WEST LINE 74.3 FEET TO THE NORTH LINE OF PROPERTY FORMERLY OF PHILIP AMMIDOWN; THENCE SOUTH 76 DEGREES 54 MINUTES WEST ALONG SAID AMMIDOWN NORTH LINE 144.4 FEET TO THE EAST LINE OF CORDOVA STREET; THENCE NORTH 17 DEGREES 19 MINUTES WEST ALONG CORDOVA STREET 277.08 FEET TO KING STREET; THENCE NORTH 89 DEGREES 00 MINUTES EAST ALONG KING STREET 256.85 FEET TO THE POINT OF BEGINNING. PROVIDED, HOWEVER, THAT THIS CONVEYANCE IS MADE SUBJECT TO THE EAST LINE OF CORDOVA STREET AND THE SOUTH LINE OF KING STREET AS NOW ESTABLISHED BY PUBLIC USE OR VALID CITY ORDINANCE; AND SUBJECT TO THE PROPERTY LINES OF SAID ADJOINING PROPERTY AS HEREINABOVE SET FORTH.

L E A S E

THIS INDENTURE OF LEASE, made and executed in duplicate this 1st day of October A.D., 1975, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "LESSOR" and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "LESSEE";

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar paid by LESSEE to LESSOR, the receipt whereof is hereby acknowledged, and in further consideration of the rent to be paid herein, LESSOR does hereby lease, let upon, lease to and unto LESSEE that certain real property situate, lying and being in St. Augustine, St. Johns County, Florida, and more particularly described as indicated on attached map.

TO HAVE AND TO HOLD the described real property for the term of One (1) year from 1 October, 1975 to 30 September, 1976, LESSEE paying as annual rent for the use of said property, Fifty (50%) Percent of the gross receipts received from parking meters installed on said property, payable on the 1st day of November of each year hereafter. Gross receipts to be calculated after payment of sales tax by LESSEE.

Annual rent paid to LESSOR by LESSEE will not be calculated until such time as LESSEE has recovered cost of parking meters, parking meter poles, and installation of same.

LESSOR AND LESSEE FURTHER AGREE AS FOLLOWS:

(1) LESSEE shall use the leased property as a metered off-street parking facility only.

(2) LESSOR shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles, except for the maintenance of parking meter poles and parking meters.

(3) LESSEE shall pay all expenses of maintaining parking meters poles and parking meters on the above-described property.

(4) LESSEE shall strictly enforce the parking meter rates and regulations on the above-described property and require all persons using said property to comply with all City ordinances and Police regulations.

(5) LESSEE will keep records of the gross receipts from the parking lot and furnish LESSOR with a detailed statement of such operation.

(6) This lease may be terminated at any time upon either party hereto giving the other party Sixty (60) days advance written notice of such termination, provided however, that this Lease shall not be terminated until gross receipts shall equal expenses in the purchase and installation of parking meters and parking meter poles. Within Sixty (60) days of notice of termination of this Lease, LESSEE shall remove all parking meters and parking meter poles from the leased premises and all rights and obligations hereunder shall cease and determine.

Exhibit "B"

L E A S E

(7) This Lease shall be automatically renewed from year to year upon the same terms and conditions as contained herein until notice of termination as provided above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year last above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Maria Spaulding  
Sec. P. H. H.  
(AS TO LESSOR)

ST. JOHNS COUNTY, FLORIDA  
LESSOR

BY: R. W. E. Carter  
(Chairman, Board of County Commissioners)

ATTEST: Oliver Lewis  
(Clerk)

CITY OF ST. AUGUSTINE, FLORIDA  
LESSEE

Joseph Powell Jr.  
Frank K. ...  
(AS TO LESSEE)

BY: Robert ...  
Acting Mayor-Commissioner

ATTEST: ...  
(City Finance Director)

Approved as to Correctness & Form

H. A. ...  
(City Attorney)

70 2745

LEASE

THIS INDENTURE OF LEASE, made and executed in duplicate this 18th day of November, A. D., 1968, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Lessee";

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar paid by Lessee to Lessor, the receipt whereof is hereby acknowledged, and in further consideration of the rent to be paid herein, Lessor does hereby lease, let upon, lease to and unto Lessee that certain real property situate, lying and being in St. Augustine, St. Johns County, Florida, and more particularly described as follows:

Commencing at a United States marble monument at the Southeast corner of the United States Post Office and Customs House Lot, City of St. Augustine, Florida; thence run South 13 deg. East (magnetic) 365.25 feet along the West line of St. George Street to a point; thence run South 75 deg. 00' West 41.34 feet to a point; thence run South 15 deg. 00' East 3.7 feet to a point; thence run South 68 deg. 46' West 48.66 feet to the Northeast corner of the lot herein described and the place of beginning. Said point being the Northwest corner of property of McMillan; from the point of beginning thus established run South 84 deg. 25' West along the property line of Webb 84.8 feet to a point; thence run South 70 deg. 48' West along the property line of Webb 107.9 feet to the East property line of Cordova Street, said point being Webb's Southwest corner; thence run South 19 deg. 58' East along the East property line of Cordova Street 73.65 feet to a point; run thence North 73 deg. 42' East 188 feet to a point, the Southwest corner of McMillan's property; thence run North 17 deg. 13' West 63.4 feet along McMillan's West line to place of beginning.

TO HAVE AND TO HOLD the above described real property for the term of one (1) year from November 15, 1968, to November 14, 1969, lessee paying as annual rent for the use of said property fifty (50%) per cent. of the gross receipts received from parking meters installed on said property, payable on the 15th day of November of each year hereafter, together with ~~fifty (50%) per cent.~~ of any other rentals received by Lessee from said leased premises, all to be calculated after payment of sales tax by Lessee.

## LESSOR AND LESSEE FURTHER AGREE AS FOLLOWS:

- (1) Lessee shall use the Leased property as a metered off-street parking facility only.
- (2) Lessor shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles, except the installation and maintenance of parking meter poles and parking meters.

Exhibit "C"



3. Lessee shall pay all expenses of installing and maintaining parking meter poles and parking meters on the above described property.

4. Lessee shall strictly enforce the parking meter rates and regulations on the above described property and require all persons using said property to comply with all City Ordinances and Police Regulations.

5. Lessee will keep records of the gross receipts from the parking lot and furnish lessor with a detailed statement of such operation.

6. This lease may be terminated at any time upon either party hereto giving the other party sixty days advance written notice of such termination, provided, however, that this lease shall not be terminated until Lessee's share of the gross receipts shall equal its expenses in the purchase and installation of the parking meters and parking meter poles. Within sixty (60) days of notice of termination of this lease, Lessee shall remove all parking meters and parking meter poles from the leased premises and all rights and obligations hereunder shall cease and determine.

7. This lease shall be automatically renewed from year to year upon the same terms and conditions as contained herein until notice of termination as provided above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year last above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

ST. JOHNS COUNTY, FLORIDA - LESSOR

Willard H. Hancock

By Don F. Brubler

Chairman, Board of County Commissioners

Louise W. Hancock

As to LESSOR

Attest Oliver L. ...

Clerk

CITY OF ST. AUGUSTINE, FLORIDA - LESSEE

Henry J. ...

By Frank ...

Mayor-Commissioner

Mary M. Davis

As to LESSEE

Attest Pauline ...

City Auditor and Clerk

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.

Approved as to correctness and form.

Richard A. ...  
City Attorney

JUN 25 11 27 AM '70

Oliver L. ...  
CLERK CIRCUIT COURT

AMENDMENT TO LEASE

Lease made and executed on November 18, 1968, by and between St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," and the City of St. Augustine, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Lessee," is amended as follows:

Paragraph #1 is deleted and the following is added and substituted in its stead.

(1) Lessee shall use the leased property as an off-street parking facility only.

Paragraph #2 is deleted and the following is added and substituted in its stead.

(2) Lessor shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles.

(3) Paragraph #3 is deleted.

Paragraph #4 is deleted and the following is added and substituted in its stead.

(4) Lessee shall rent up to thirty-eight (38) spaces at a rental fee of \$20.00 per month. Lessee will require all persons using said property to comply with all City ordinances and regulations.

Add paragraph #8 as follows:

(8) County employees shall be given right of first refusal in the renting of these spaces.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials this 22nd day of July, 1986.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

*[Signature]*  
*[Signature]*

As to LESSOR

*[Signature]*

*[Signature]*  
As to LESSEE

ST. JOHNS COUNTY, FLORIDA - LESSOR

By: *[Signature]*  
Chairman, Board of County Commissioners

ATTEST: Carl "Bud" Markel, Clerk

By: *[Signature]*  
Deputy Clerk

CITY OF ST. AUGUSTINE, FLORIDA - LESSEE

By: *[Signature]*  
Mayor-Commissioner

ATTEST: *[Signature]*  
City Clerk

Approved as to corrections and form  
*[Signature]*  
City Attorney

**RESERVED  
PARKING SPACE AGREEMENT  
TERMS AND CONDITIONS**

Lot: \_\_\_\_\_

Space #: \_\_\_\_\_

Monthly Rent: \$20.00 plus tax

1. Payment must be received by the Financial Services Department's Parking Division on or before the first working day of the month.
2. In the event payment is not received by the first working day of the month, vehicles parked in unpaid spaces will be ticketed on the third day and the space sold on the fifth day.
3. Reserved parking in the space is limited to the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday.
4. The City will not assume any liability for any damage to any vehicle not caused by the City's negligence.
5. In the event the parking space is occupied by an unauthorized vehicle, the permit holder should park his/her vehicle in the nearest legal parking space and notify the Parking Division of the situation. The unauthorized vehicle will be towed and the permit holder notified when the space is free.
6. This permit is not transferable, and in the event the permit holder is found to no longer occupy the parking space, this agreement is subject to immediate termination without notice.
7. When possible, the permit holder will notify the Parking Division two weeks prior to terminating this agreement.
8. This agreement will terminate no later than February 20, 1998 at 12:00 P.M.

I, \_\_\_\_\_, hereby acknowledge that I have read and understand the terms and conditions set forth above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

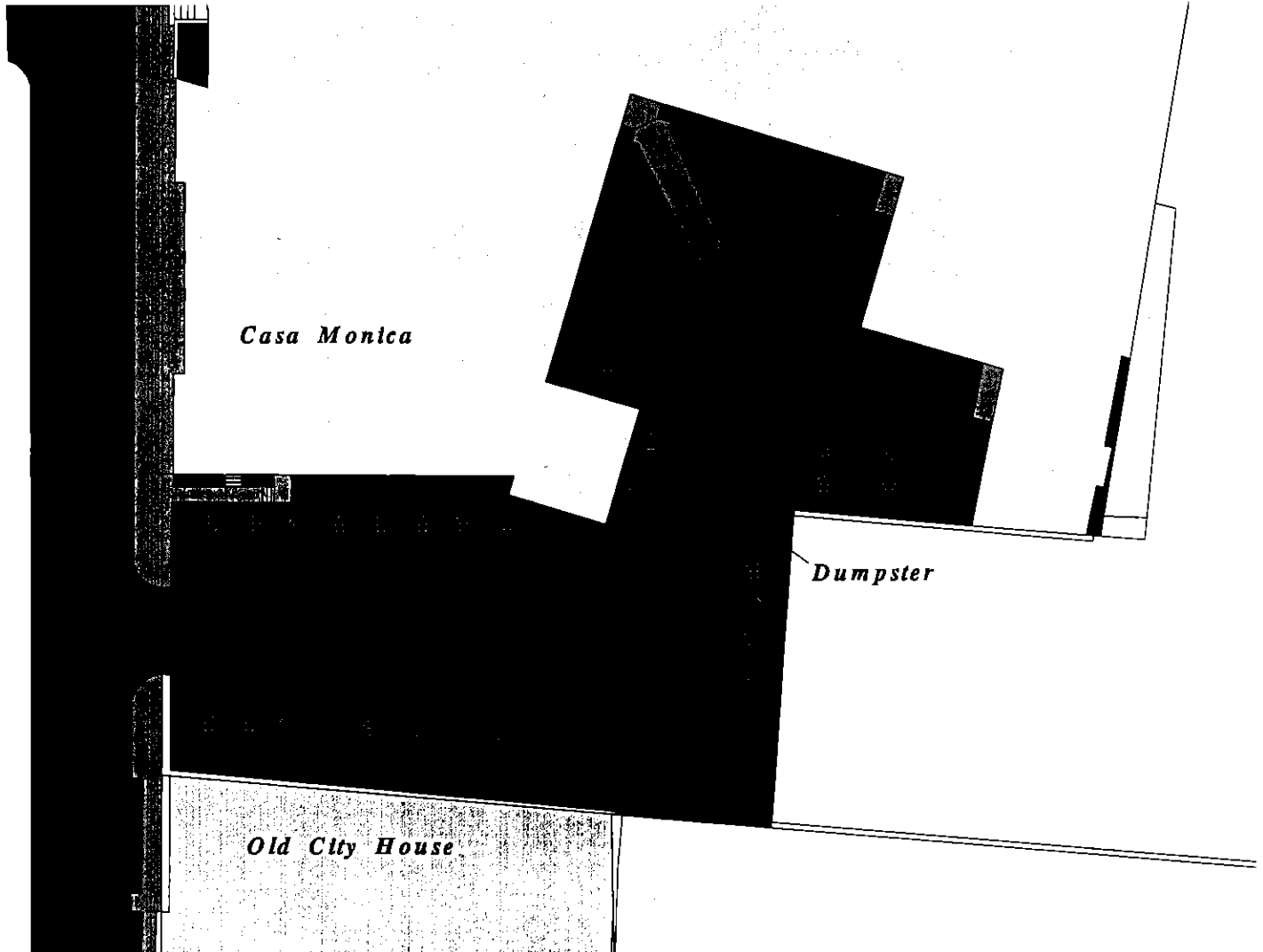
\_\_\_\_\_  
Home Address





\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Phone Number

**ST JOHNS COUNTY  
CASA MONICA  
PARKING LOT**



-  *County Parking*
-  *City Meter Parking*
-  *Rental Parking*
-  *County Maintenance*

Map Plotted: April 02, 1997

PREPARED BY:  
ST JOHNS COUNTY  
G.I.S. DEPARTMENT