

RESOLUTION NO. 99 - 83

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A LEASE FROM FLORIDA MEMORIAL COLLEGE, INC., A FLORIDA CORPORATION.

WHEREAS, FLORIDA MEMORIAL COLLEGE desires to lease property to the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY for recreational purposes, and

WHEREAS, FLORIDA MEMORIAL COLLEGE desires to lease the property described as 'EXHIBIT A' on the attached lease agreement, and

WHEREAS, ST. JOHNS COUNTY presently leases surrounding property from the college, and

WHEREAS, this additional one acre of land will expand the present park and provide sufficient property for the future construction of a community facility.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described lease, a copy of which is attached as 'Exhibit A' and made a part hereof, is hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The County Administrator is instructed to execute the lease on behalf of the Board.

PASSED AND ADOPTED this 18 day of May, 1999, by the Board of County Commissioners, St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Marc J. Jovanone
Its Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Alicia L. Grande
Deputy Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 27th day of April, between FLORIDA MEMORIAL COLLEGE, INC. a Florida Corporation, hereinafter called the LESSOR, and the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the LESSEE.

WITNESSETH

That the Lessor, for and in consideration of the covenants, agreements and rentals hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the terms and under the conditions hereinafter set out, those certain premises with any and all improvements in St. Johns County, Florida, described as follows:

The property described on Exhibit A, attached hereto, incorporated by reference and made apart hereof.

TO HAVE AND TO HOLD the said described premises for a term of forty-eight (48) years commencing April 27, 1999.

Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessor acknowledges receipt from the Lessee of a sum of Fifty Dollars (\$50.00) for the lease term provided herein.

The Lessee shall use the leased premises for a public park, recreation and/or cultural purpose and for no other purpose. The Lessor retains the right to offer educational programs in county facilities or in temporary facilities on the property described in Exhibit A or on property described in Exhibit A of Lease Agreement dated August 6, 1996, with site approval from Lessee.

The Lessee shall have the right to make alterations of the said premises and to construct improvements on, under and over the said leased premises.

The Lessee shall be responsible for all utilities, maintenance of grounds, and repair/replacement of equipment as required.

The Lessee shall be responsible for liability insurance insuring the Lessee with the Lessor as named co-insured to the extent of its interest in regard to passive and active recreational activities on the leased premises.

Upon the termination of this Lease, all improvements located on the leased premises shall become Lessor's property and shall be surrendered with and remain on the leased premises. Lessee agrees to execute such documentation required by Lessor to effectuate the foregoing. The improvements shall include, but not be limited to, all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the leased premises by Lessee.

In the event that it becomes necessary for either party to retain an attorney to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs incurred.

All of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

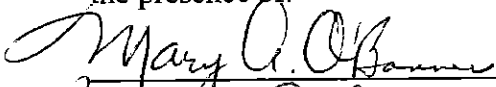
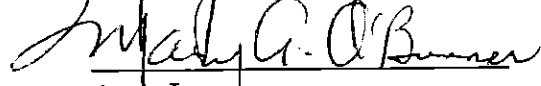
All notices sent to either party concerning this Lease shall be mailed to:

Lessee: St. Johns County Florida
County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32085-0349


Lessor: Florida Memorial College, Inc.
15800 N.W. 42nd Avenue
Miami, Florida 33054
Attn: President

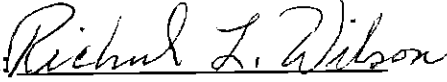
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in
the presence of:



As to Lessor

FLORIDA MEMORIAL COLLEGE, INC.

By: 
Its President

Attest: 
Its Secretary

LESSOR

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY

By: _____
County Administrator

Attest: _____
Clerk, Board of County
Commissioners

EXHIBIT A

LEGAL DESCRIPTION RECREATION SITE - FLORIDA MEMORIAL COLLEGE

All of Block "D" and that part of Block "G" lying Northerly of State Road Number 214, all lying in College Park Institute Subdivision as recorded in Map Book 3, Page 22 of the Public Records of St. Johns County, Florida. Less and except the following:

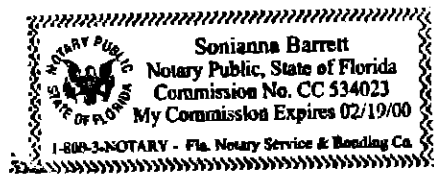
A one acre tract of land situated in Block "G" being more particularly described as follows: Commence at the intersection of Northerly right of way of State Road Number 214 with the Easterly right of way of Holmes Boulevard; thence Easterly along the Northerly right of way of State Road Number 214 a distance of 140.00 feet to the Point of Beginning; thence Northerly and parallel with the Easterly right of way of Holmes Boulevard a distance of 143.14 feet; thence Easterly along the Southerly right of way of Tocol Road a distance of 266.06 feet; thence Southerly and parallel with the Easterly right of way of Holmes Boulevard a distance of 193.39 feet; thence Westerly along the Northerly right of way of State Road 214 a distance of 259.20 feet to the Point of Beginning.

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27th of April, 1999 by ALBERT E. SMITH of Florida Memorial College, Inc., a State of Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced personally as identification.

[Signature]
Signature

Sonianna Barrett
Typed or printed name



Title
SB 4/27/99
Commission No.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 1999 by _____ of Board of County Commissioners, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ as identification.

Signature

Typed or printed name

Title

Commission No.