

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT FOR AND LEASE OF THAT PORTION OF THE RAVENSWOOD LANDFILL KNOWN AS THE RAVENSWOOD TRANSFER STATION APPROXIMATELY 210' BY 210' OF FENCED COUNTY OWNED PROPERTY TO THE ST. AUGUSTINE HIGH SCHOOL SEA EXPLORER PROGRAM, PURSUANT TO SECTION 125.38, FLORIDA STATUTES.**

**RECITALS**

**WHEREAS**, pursuant to Section 125.38, Florida Statutes, the St. Johns County Board of County Commissioners (hereinafter, "Board") may sell or lease property owned by St. Johns County, Florida (hereinafter, "County") in a private sale to a government entity when requested by the government entity provided the Board is satisfied that the use of the property will promote community interest and welfare and the property is not needed for County purposes; and

**WHEREAS**, the St. Augustine High School Sea Explorer Program, (hereinafter, "Sea Explorers") a Florida non-profit corporation, is organized for the purposes of promoting community interest and welfare; and

**WHEREAS**, the Sea Explorers have written a request to the County, as evidenced by a letter attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to lease a portion of the Ravenswood Landfill known as the Ravenswood Transfer Station, approximately 210 feet by 210 feet of fenced land, located at 870 Pacific Blvd., (hereinafter, "Property") a County owned parcel of land. The Sea Explorers desire the Property as a storage and construction facility for the St. Augustine High School Sea Explorer Program. The Sea Explorers mission is to increase, foster, and promote sea life and education of said life off the Coast of St. Johns County. Part of the Sea Explorer Program is accomplished by constructing "Reef Balls," a patented artificial reef module, that provide needed habitat for sea life once installed in the ocean.; and

**WHEREAS**, the Property is not currently needed for County purposes and the present value of the Property is unknown as its use is limited by restrictions governing prior landfills.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of this resolution.

2. The Board finds that: (a) the lease of the Ravenswood Transfer Station pursuant to Section 125.38, Florida Statutes, to the Sea Explorers is in the best interest of St. Johns County, (b) the St. Augustine High School Sea Explorer Program is organized for the purposes of promoting community interest and welfare, (c) the Sea Explorers have requested the County lease the Property, (d) the Property is not currently needed for a County public purpose, and (e) the County can terminate the lease agreement should the Property be needed for County purposes.
  
3. The County Administrator is hereby authorized to execute a Lease Agreement for the lease of the Property to the Sea Explorers substantially in the form attached as Exhibit "B" and incorporated herein by reference on behalf of the Board and St. Johns County and to take other reasonable action to facilitate the lease of the Property in accordance with the terms of said Lease Agreement.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 9<sup>th</sup> day of January, 2001.

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

By: Mary E. Kohnke  
Mary E. Kohnke, Chair

ATTEST: Cheryl Strickland, Clerk

By: Alvin LaGrande  
Deputy Clerk

# ST. AUGUSTINE HIGH SCHOOL

3205 Varella Avenue • St. Augustine, Florida 32095  
(904) 829-3471 • FAX (904) 824-1940

PAULA J. STEELE, PRINCIPAL

**Exhibit "A"**

To: Gene Burns  
Director, of Facilities  
St. Johns County  
St. Augustine, Fl

From: Phil Stewman  
Director, Sea Explorer Program  
St. Augustine High School

Mr. Burns,

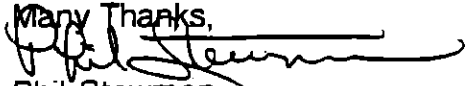
Please find attached a list of my certifications as well as the purpose and goals for the Sea Explorer Program. The program was developed in 1990 and has graduated over 600 students over the past ten years.

We would like to ask the help of the county in the procurement of the Ravenswood land field in order to produce and store reef balls to be deployed in June as an artificial reef. After July 1st we would ask the county to review the program and if everything was in order to allow us to use the property for another year. Building reef balls is the corner stone in this program in that it teaches responsibility, promotes self-esteem and develops the ideal of giving back to your community.

The Sea Explorer program comes complete with \$17,000,000 in liability and accident insurance besides the normal school insurance. This insurance also covers any facility in which we are working.

The Sea Explorer program will be responsible for general clean up to insure the site be presentable to the community. We would ask that the general grass cutting be continued with the program being responsible for trimming around the balls.

The Sea Explorer program is the only program of its kind in the nation. This first year will be a study to see the feasibility of school, Boy Scouts and county government working to achieve a goal.

Many Thanks,  
  
Phil Stewman  
Director, Sea Explorer Program

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_\_ day of January, 2001, between the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY**, a political subdivision of the State of Florida, hereinafter **LESSOR**, and the **ST. AUGUSTINE HIGH SCHOOL SEA EXPLORER PROGRAM**, hereinafter **LESSEE**.

**WITNESSETH**

Lessor does hereby warrant that it has fee simple title to the premises and all rights and authority to lease to Lessee the herein described premises; and the Lessor, for and in consideration of the covenants, agreements and recitals hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to 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 and hereinafter referred to as "**LEASED PREMISES**":

That portion of the Ravenswood Landfill located at 870 Pacific Blvd., in St. Augustine, Florida, known as the Ravenswood Transfer Station, being a fenced area measuring approximately 210 feet by 210 feet.

**TO HAVE AND TO HOLD** the described Leased Premises for a term of one (1) year commencing February 1, 2001.

Lessor hereby leases to Lessee and the Lessee hereby leases from Lessor the above described Leased Premises for the term set out in this Lease Agreement and the Lessor acknowledges receipt from the Lessee of a sum of Ten Dollars (\$10.00), for the lease term provided herein and subject to the following provisions.

- (1) It is hereby determined by Lessor that the Leased Premises are not presently necessary for County purposes.
- (2) The Lessee shall use the Leased Premises solely for the purposes of the Sea Explorer Program of the St. Augustine High School. Said use shall be limited to the fabrication and storage of "Reef Balls," a patented artificial reef module.
- (3) Lessee shall be responsible for all permits and adherence to all government regulations and/or restrictions.
- (4) Lessee shall hold harmless, indemnify, defend from and release Lessor from any loss, damage, suit, judgment, action, cost, or expense incurred or brought against the Lessor, including personal injury, damage to vehicles, and property damage, resulting from or arising out of Lessee's use of the Leased Premises.

- (5) The Lessee shall have the right of ingress and egress to and over the said Leased Premises and for doing anything necessary, useful, or convenient pertaining to the used described.
- (6) The Lessee shall be responsible for all utilities and maintenance of the Leased Premises.
- (7) The Lessee shall maintain adequate liability insurance with the Lessor as named co-insured. A copy of said insurance policy shall be delivered to Lessor prior to commencement of Lessee's use of the Leased Premises.
- (8) Lessee shall maintain the Leased Premises in good condition and repair, including maintaining the site in a neat and orderly fashion and proper disposal of any and all litter and trash created from Lessee's use.
- (9) Lessee shall be responsible for keeping the grass and/or weeds trimmed around the stored "Reef Balls" and fabrication materials. Lessor shall be responsible for rough mowing and other general maintenance.
- (10) Lessee shall not have the privilege of assigning or subletting any part of the Lease Premises without the prior written consent of the Lessor.
- (11) In the event that it becomes necessary for either party to retain an attorney to enforce this agreement, each party shall bear its own attorney's fees and court costs incurred.
- (12) All of the terms and conditions hereof shall be binding upon and inure the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- (13) This Lease Agreement shall not be modified without execution of a writing.
- (14) Lessor may terminate this Lease Agreement upon thirty (30) days written notice to the Lessee, for any reason whatsoever, without further liability between the parties. The reasons for such termination may include, but are not limited to, a better use of the Leased Premises, increased public demand, disaster relief use of the space, and/or to increase County recreation capacity.
- (15) Upon termination or expiration of this Lease Agreement, Lessee shall restore the Leased Premises to its original condition. Lessee shall remove all "Reef Balls" and fabrication materials and shall bear all expense related thereto.
- (16) All notices sent to either party concerning this Lease Agreement shall be mailed to:

Lessor: St. Johns County, Florida  
County Administrator  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Lessee: St. Johns County School Board

**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:

**LESSEE**

ST. AUGUSTINE HIGH SCHOOL  
SEA EXPLORER PROGRAM

By: \_\_\_\_\_  
Phil Stewman, Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSOR**

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary F. Kohnke, Chair