RESOLUTION NO. 2001-146

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING MAINTENANCE
OF A MODULAR BUILDING TO BE LOCATED AT
CALVIN PEETE RECREATIONAL COMPLEX

WHEREAS, Flagler Village Partnership received a federal HUD (Housing and Urban Development) grant which included funds to provide for a community resource building, and

WHEREAS, under the federal HUD grant, this community resource building was to be located in the West Augustine area, but not within the property owned by Flagler Village Partnership (Flagler Village Apartments); and

WHEREAS, the federal HUD grant funds must be expended by the end of this fiscal year, on or before September 30, 2001; and

WHEREAS, Flagler Village Partnership has agreed to undertake and be responsible for all expenses and procedures related to the acquisition, construction, permitting, and location of the modular building proposed as a community resource building, to the extent of the amount available in HUD grant funds (approximately $90,060.00) (see Exhibit “A”, incorporated by reference and made a part hereof); and

WHEREAS, the lease between Florida Memorial College, Inc. and the County grants the County the right to construct improvements on the leased property, and states that upon the termination of the lease, all improvements (including structures) shall become the property of Florida Memorial College, Inc. (see Exhibit “B”, incorporated by reference and made a part hereof); and

WHEREAS, Flagler Village Partnership has requested that the County accept maintenance of the modular building, upon completion satisfactory to the County; and

WHEREAS, the County has stated its desire to encourage and foster the development of activities which impact on culture and the quality of life within the West Augustine area by creating the West Augustine Community Redevelopment Agency in Resolution 2000-146; and

WHEREAS, the location of a community resource building accessory to Calvin Peete Recreational Complex would further the goals and objectives of the West Augustine Community Redevelopment Agency; and

WHEREAS, Chapter 125, Florida Statutes grants the County the authority to provide and maintain County buildings, parks and other recreational facilities and programs, and
WHEREAS, the location of a community resource building within Calvin Peete Recreational Complex would promote the public health, welfare and safety of the residents of the 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 hereby incorporated by reference as findings of fact and conclusions of law.

Section 2. The County shall allow Flagler Village Partnership, or its agents, successors or assigns, to construct a modular building at a location within Calvin Peete Recreational Complex, as specified by the County Administrator, or his designee.

Section 3. Upon completion of said modular building satisfactory to the County Administrator, or his designee, the County will accept maintenance of the modular building.

Section 4. Nothing in this resolution shall be construed to imply any duty or responsibility by the County to fund, construct, or permit said modular building.

PASSED AND ADOPTED, this 10th day of July, 2001.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.

By: Marc Jachone, Chairman

ATTEST: Cheryl Strickland, Clerk

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.

WITNESSETHOOK

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.

Lessee

[Signature]

Date

Stet - D. Degrandi

Fsn Cn
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:

[Signatures]

As to Lessor

FLORIDA MEMORIAL COLLEGE, INC.

By: [Signature]
    Its President

Attest: [Signature]
    Its Secretary

LESSOR

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY

By: [Signature]
    County Administrator

Attest: [Signature]
    Clerk, Board of County Commissioners
STATE OR 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 _______________ as identification.

Signature

Sonnama Barrett
Typed or printed name

Title

Commission No.

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this May 18, 1999 by Ben Adams, Jr. 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

Laura S. Taylor
Typed or printed name

Title

Commission No.
Commission No.

EXHIBIT A

LEGAL DESCRIPTION RECREATION SITE - FLORIDA MEMORIAL COLLEGE

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 Tocoi 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.
LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this ___ day of August, 1994, 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 part hereof.

TO HAVE AND TO HOLD the said described premises for a term of fifty (50) years commencing August 1, 1996.

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 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.

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:

[Signature]  
As to Lessee

[Signature]  
By: [Signature]  
Its President

[Signature]  
Attest: [Signature]  
Its Secretary

FLORIDA MEMORIAL COLLEGE, INC.

LESSOR

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY

By: [Signature]  
County Administrator

Attest: [Signature]  
Clerk, Board of County Commissioners
STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24 July, 1996 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
as identification.

Eleanor L. Hutton

Eleanor L. Hutton
Typed or printed name

Notary Public
Title cc 334604
Commission No.

STATE OF Florida
COUNTY OF St. John's

The foregoing instrument was acknowledged before me this 24 August, 1996 by
Victoria DeGrande, Commissioner 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.

Patricia DeGrande

Patricia DeGrande
Typed or printed name

Title cc 514024
Commission No.
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 Tocoi 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.