

**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 10<sup>th</sup> day of July, 2001.

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

By: Marc Jacalone  
Marc Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande  
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,

BCC Secty

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OR1577PG0989

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:

Mary A. O'Banner  
Mary A. O'Banner  
As to Lessor

FLORIDA MEMORIAL COLLEGE, INC.

By: Albert E. Smith  
Its President

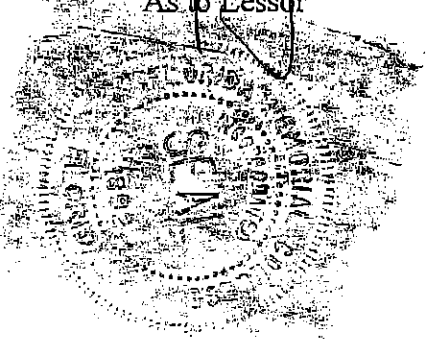
Attest: Richard L. Wilson  
Its Secretary

LESSOR

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY

By: [Signature]  
County Administrator

Attest: Cheryl Strickland  
Clerk, Board of County  
Commissioners

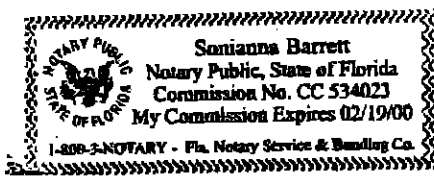


STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27<sup>th</sup> 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

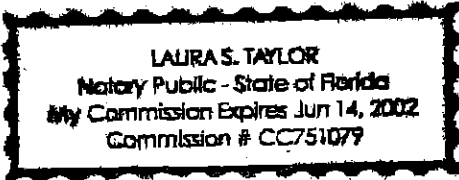


\_\_\_\_\_  
Title SB 4/27/99  
\_\_\_\_\_  
Commission No.

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this May 18<sup>th</sup>, 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]  
Signature



\_\_\_\_\_  
Typed or printed name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Commission No.

OR1577P60991

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 Tocoil 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.

In & Ret - Cheryl

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 6 day of August 1996, 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 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.

Recorded in Public Records St. Johns County, FL  
Clerk# 96028871 O.R. 1190 PG 1318 08:41AM 08/16/96  
Recording \$17.00 Surcharge \$2.50

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:

Anthony G. Lee  
Donna Kearne  
As to Lessor

FLORIDA MEMORIAL COLLEGE, INC.

By: Albert E. Smith  
Its President

Attest: Richard L. Wilson  
Its Secretary

LESSOR

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY

By: Nicholas M. Meiszer  
County Administrator

Attest: Gene-Bud M. M. M. M.  
Clerk, Board of County  
Commissioners





STATE OF Florida  
COUNTY OF Dade

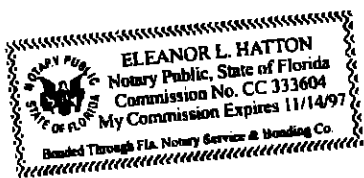
The foregoing instrument was acknowledged before me this 24 July, 1996 by Albert E. Smith of Florida Memorial College, Inc., a State of Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced presumably known as identification.

Eleanor L. Hatton  
Signature

ELEANOR L. HATTON  
Typed or printed name

Notary Public  
Title

CC 333604  
Commission No.



STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this August 6, 1996 by Nicholas Messinger County Clerk 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 De Grande  
Signature

Patricia De Grande  
Typed or printed name

Title  
CC 516024  
Commission No.



Patricia De Grande  
MY COMMISSION # CCS16024 EXPIRES  
January 28, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

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.

PROPOSED ACCESSORY BUILDING  
CALVIN PELETTE PARK

