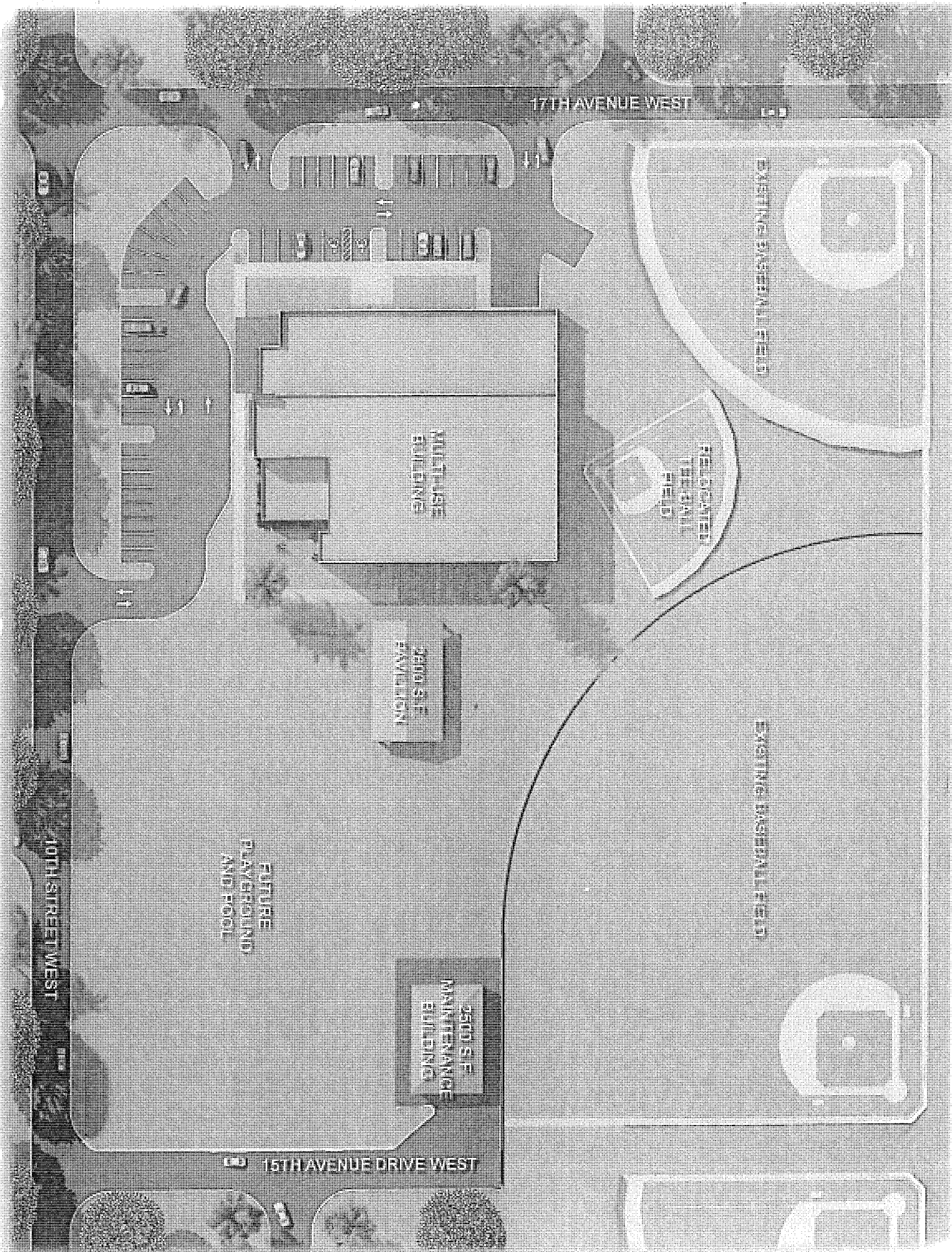


TAB 12



17TH AVENUE WEST

EXISTING BASEBALL FIELD

RELOCATED
TENNIS
FIELD

EXISTING BASEBALL FIELD

MULTI-USE
BUILDING

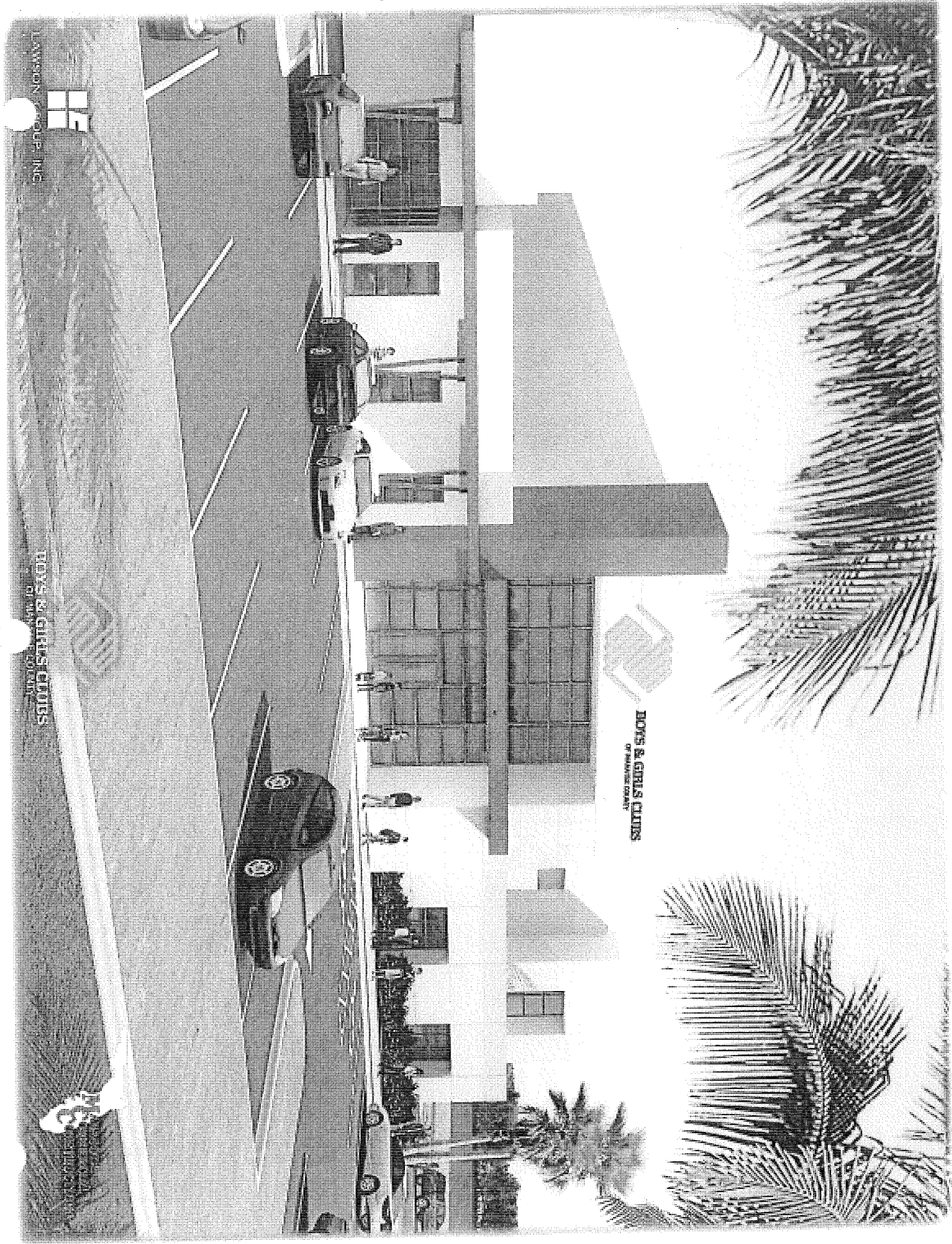
2300 S.F.
DIVISION

FUTURE
PLAYGROUND
AND POOL

2500 S.F.
MAINTENANCE
BUILDING

10TH STREET WEST

15TH AVENUE DRIVE WEST



LANNAN GROUP, INC.



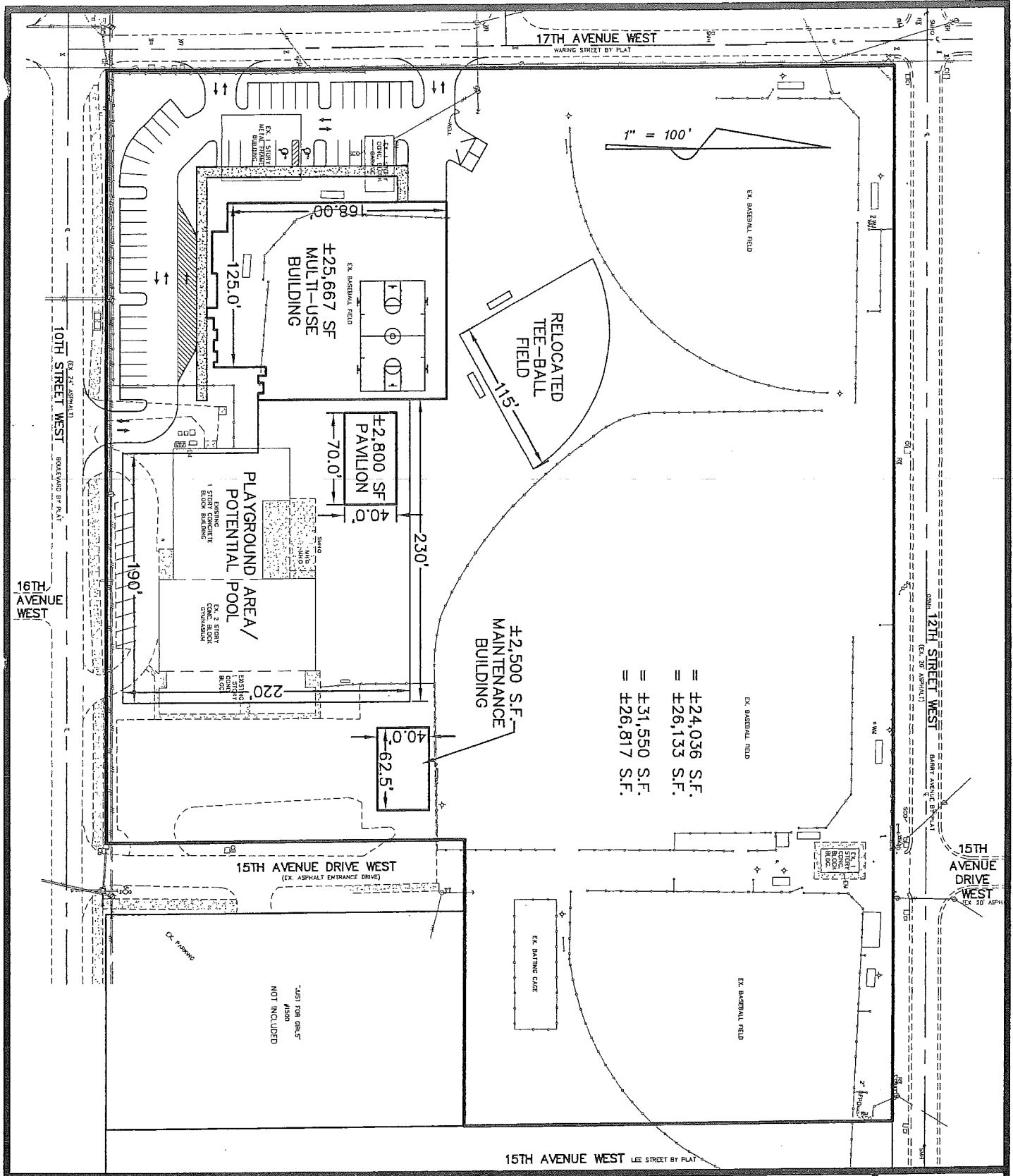
BOYS & GIRLS CLUBS
OF HAWAII COUNTY



BOYS & GIRLS CLUBS
OF HAWAII COUNTY



BOYS & GIRLS CLUBS
OF HAWAII COUNTY



= ±24,036 S.F.
 = ±26,133 S.F.
 = ±31,550 S.F.
 = ±26,817 S.F.

CONCEPTUAL SITE LAYOUT
 FOR
PALMETTO BRANCH BOYS CLUB
 LOCATED IN
 SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST
 CITY OF PALMETTO, FLORIDA

ALLISON ENGINEERING, INC.



Boys & Girls Clubs of Manatee County

Space Allocation

Club Program Space	Members	Staff	Sq. Ft.
Gamesroom	60	3	2100
Learning Center	20	1	700
Tech Center	20	1	700
Art Room	30	1	1000
Small Group	20	1	400
Multi-Purpose	40	2	1000
Canteen/Café	20	1	400
Kitchen	10	1	250
Offices (3)			450
Restrooms			500
Storage			500
Control Counter			500
Total	220	11	8500
Gym	40	2	12000
Gym Storage			400
Total	40		12400
Teen Center			
Gamesroom	30	1	1000
Tech Center	10	1	300
Learning Center	20	1	500
Multi-Purpose	20	1	300
Office			130
Restrooms			300
Total	80	6	2530
Circulation, Mechanical	10%		2343
Club Total	340	17	25773
Outside Pavilion	40	2	2800
Administrative Offices			3000
Maint./Storage Facility			2500

AGREEMENT
FOR
USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF MANATEE COUNTY, PALMETTO BRANCH

THIS AGREEMENT, entered into by and between Manatee County, a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34206 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club", a not-for-profit youth services organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206.

WHEREAS, The Boys and Girls Club and The City of Palmetto heretofore by mutual agreement have caused baseball and/or softball diamonds, soccer and/or football fields (hereinafter referred to as the "outdoor facilities") to be constructed upon the outdoor leased real property of The Boys and Girls Club (leased from the City of Palmetto, Florida, refer to attached copy of said lease of May 21, 1990), for the use and benefit of programs of The Palmetto Boys and Girls Club, and

WHEREAS, the Palmetto City Council on November 17, 1994 consented (copy of consent letter attached) to the Boys and Girls Club entering in to this Agreement with Manatee County and to the programs of the Manatee County Parks and Recreation Department, on the leased property, and

WHEREAS, the construction, operation and maintenance of said outdoor facilities have been and will be advantageous to the parties hereto and the public and it is anticipated that in the future there may be additional outdoor facilities provided under this arrangement, and

WHEREAS, it is expedient and to the best interests of the parties hereto to memorialize the arrangement in writing to the extent hereinafter set forth.

WITNESSETH, for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The operation and use of all outdoor facilities shall be under the direct control and supervision of The Boys and Girls Club for regularly and specially scheduled Boys and Girls Club activities and programs. The facilities shall be made available to the County for scheduling activities and programs as indicated in paragraph 5 and which will be generally supervised by the County.

2. The maintenance and upkeep of the outdoor facilities shall be the joint responsibility of the County and The Boys and Girls Club. The County and The Boys and Girls Club will negotiate cost-sharing of any major costly outdoor facilities renovations. In the event the County deems it expedient and to the best interests of the public to construct additional permanent, temporary or moveable outdoor facilities upon any particular owned and leased real property of The Boys and Girls Club, then and in that event, the County shall first obtain the written approval of The Boys and Girls Club. Prior to construction the location, design and general layout of any such outdoor facilities shall be subject to the specific written approval of The Boys and Girls Club. Any such outdoor facilities shall be constructed at the sole cost and expense of the County.

3. Each of the parties shall maintain commercial public liability insurance or self-insurance, in type and amounts customarily carried by them or set by law, ordinance or regulation, but at least \$100,000 per person and \$200,000 per occurrence. Each party agrees to indemnify and hold harmless the other party for the negligent acts or omissions of its own officers, agents and employees arising from maintenance, upkeep or use of the outdoor facilities.

4. The County hereby designates the Director of the Parks and Recreation Department of the County as its authorized representative in connection with the administration of this agreement and said Director may name an alternate authorized representative to serve in the absence of said Director. The Boys and Girls club hereby designates its Executive Director as



the authorized representative of The Boys and Girls Club in connection with the administration of this agreement and said Executive Director may name an alternate authorized representative to serve in the absence of said Executive Director. It is specifically recognized that the Club Director of the Palmetto Boys and Girls Club shall be responsible for the general supervision of The Boys and Girls Club activities and uses of said outdoor facilities.

5. The authorized representatives of the parties shall cause an annual listing, as defined in attachment "A", to be prepared of the general nature and use of all existing outdoor facilities located at the Palmetto site. The listing shall be based on year round usage to assist the parties in carrying out the intent and purpose of this agreement and to facilitate scheduling use of the outdoor facilities.

6. Each of the parties hereby covenants to the other party hereto that it has lawful authority to enter into this agreement, that the governing body of each of the parties has approved this agreement and that the governing body of each of the parties has authorized the execution of this agreement in the manner hereinafter set forth.

7. This agreement may be cancelled by mutual agreement of each of the parties or by written notice by one party to the other at least 90 days prior to the effective date of the cancellation.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, in duplicate, this _____ day of _____, 1995.

ATTEST: R. B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: W. L. EDMONDSON
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MANATEE COUNTY, INC.
By: _____
President, L. C. Taylor

AMENDMENT #1 TO AGREEMENT
FOR USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF
MANATEE COUNTY, PALMETTO BRANCH

THIS AMENDMENT #1 to the Agreement entered into on January 10, 1995, by and between Manatee County a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34206 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club," a not for profit youth service organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206, is provided to comply with the terms and conditions of said Agreement.

WHEREAS, Article 2 of "The Boys and Girls Club" Agreement directs the County to obtain prior written approval for the construction of any additional permanent, temporary or moveable outdoor facilities; and

WHEREAS, Manatee County has determined it will be advantageous to the parties hereto and the public to provide ballfield lighting upon the outdoor leased real property of "The Boys and Girls Club"; and

WHEREAS, the lighting of the ballfields shall be constructed at the sole cost and expense of the County and located as shown on Attachment "A"; and

WHEREAS, Manatee County Parks and Recreation Department has been authorized by the County of Manatee Board of County Commissioners to install lighting equipment on Fields 2 and 3 of the leased property of The Boys and Girls Club; and

WHEREAS, The City Council of The City of Palmetto, Florida has by letter of consent, dated July 13, 1995, agreed to waive the provisions of paragraph 9 and 10 of The City of Palmetto Lease with The Boys and Girls Club. The waiver allows the ownership of the lighting equipment to remain with the County if the Agreement between the County and The Boys and Girls Club is cancelled for any reason.

NOW WHEREFORE, the parties hereto agree as follows:

1. The cost of the operation of the lights, the utility charge, is to be borne by the County.
2. The maintenance of the lighting equipment shall be provided by and paid for by the County.
3. This Amendment No. 1 satisfies the written approval requirement of Article 2 of the Agreement.

IN WITNESS HEREOF, the parties have caused this Amendment #1 to the Agreement to be duly executed, in duplicate, this _____ day of _____, 1995.

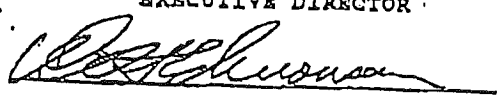
ATTEST: R. B. SHORE
Clerk of the Circuit Court


COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: WM. L. EDMONDSON
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MANATEE COUNTY, INC.



By: 
President, Timothy A. Knowles

Date 7/13/95
Time 8:45 am
 Rec'd By Mail
 Rec'd By Hand-Delivery
 Rec'd By Fax

McGUIRE, PRATT, MASIO & FARRANCE, P.A.
ATTORNEYS AT LAW
SUITE 600
1001 - 3rd AVENUE WEST
P.O. BOX 1866
BRADENTON, FLORIDA 34206
(813) 746-7076
FAX (813) 747-9774

HUGH E. McGUIRE, JR.
CHARLES J. PRATT, JR.
CAROL A. MASIO
ROBERT A. FARRANCE
RICHARD G. GROFF
LAWRENCE W. THOMAS

CARTER H. PARRY, OF COUNSEL

ADDITIONAL JURISDICTIONS
CARTER H. PARRY - MICHIGAN
ROBERT A. FARRANCE - GEORGIA
RICHARD G. GROFF - COLORADO

July 13, 1995

William C. Henry, Esq.,
Assistant County Attorney
P.O. Box 1000
Bradenton, FL

Re: Boys and Girls Club lease from the City of Palmetto

Dear Mr. Henry:

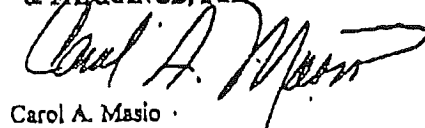
The City Council of the City of Palmetto considered the request of Mr. Daniel Hopkins for permission from the Council for Manatee County to install lighting equipment on fields numbered two and three of the leased property. Although the lease provides that all improvements on the property becomes the property of Palmetto upon termination of the lease, the County has requested that ownership of this lighting equipment remain with Manatee County, should the lease terminate.

The City Council approved this request under the following conditions: (a) The City of Palmetto will not be held responsible for the expense of the lighting electric bill or the lighting equipment; (b) the approval of this request shall in no way be construed as a waiver of any other provision of the lease.

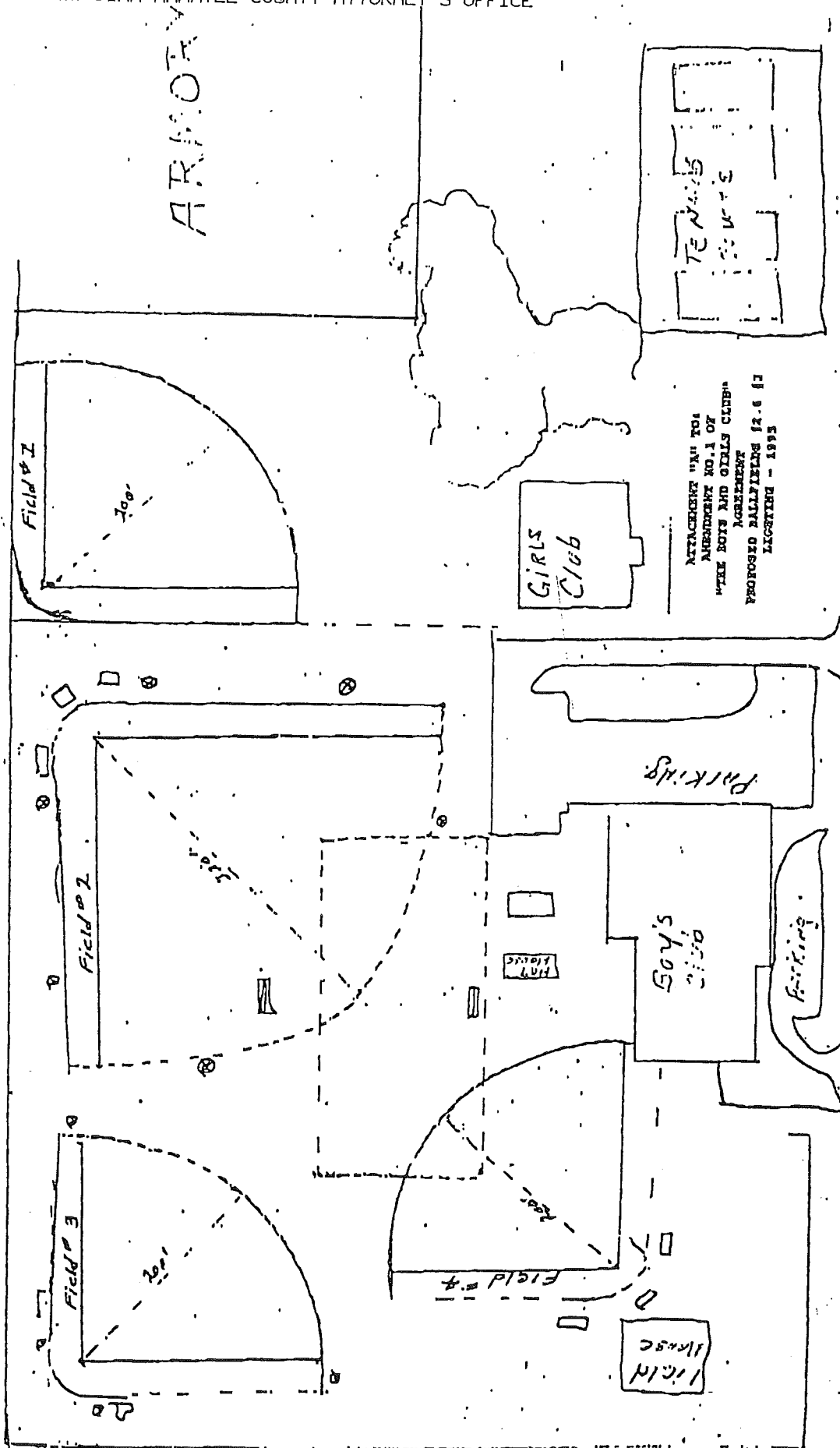
The Mayor and City Council expressed its appreciation for the County's assistance to the Boys and Girls Club with regard to the lighting. I am hopeful that Manatee County finds this approval acceptable to satisfy its request in regard to this matter. If anything further is needed in this regard, please do not hesitate to contact me.

Sincerely yours,

McGUIRE, PRATT, MASIO
& FARRANCE, P.A.



Carol A. Masio



AMENDMENT #2 TO AGREEMENT
FOR USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF
MANATEE COUNTY, PALMETTO BRANCH

THIS AMENDMENT #2 to the Agreement entered into on January 10, 1995, by and between Manatee County a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34206 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club," a not for profit youth service organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206, is provided to comply with the terms and conditions of said Agreement.

WHEREAS, Article 2 of "The Boys and Girls Club" Agreement directs the County to obtain prior written approval for the construction of any additional permanent, temporary or moveable outdoor facilities; and

WHEREAS, Manatee County has determined it will be advantageous to the parties hereto and the public to provide ballfield lighting upon the outdoor leased real property of "The Boys and Girls Club"; and

WHEREAS, the lighting of the ballfield shall be constructed at the sole cost and expense of the County and located as shown on Attachment "A"; and

WHEREAS, Manatee County Parks and Recreation Department has been authorized by the County of Manatee Board of County Commissioners to install lighting equipment on Field #1 of the leased property of The Boys and Girls Club; and

WHEREAS, The City Council of The City of Palmetto, Florida has by letter of consent, dated XXXX XX, XXXX, agreed to waive the provisions of paragraph 9 and 10 of The City of Palmetto Lease with The Boys and Girls Club. The waiver allows the ownership of the lighting equipment to remain with the County if the Agreement between the County and The Boys and Girls Club is cancelled for any reason.

NOW WHEREFORE, the parties hereto agree as follows:

1. The cost of the operation of the lights,
the utility charge, is to be borne by the
County.
2. The maintenance of the lighting equipment
shall be provided by and paid for by the County.
3. This Amendment No. 2 satisfies the written
approval requirement of Article 2 of the Agreement.

IN WITNESS HEREOF, the parties have caused this Amendment #2
to the Agreement to be duly executed, in duplicate, this _____
day of _____, 1997.

ATTEST: R. B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: DEBORAH J. VERGES
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MANATEE COUNTY, INC.

By: _____
President, Timothy A. Knowles

RESOLUTION NO. 90-12

A RESOLUTION OF THE CITY OF PALMETTO, FLORIDA, APPROVING NEW SEPARATE LEASE AGREEMENTS WITH BOYS CLUBS OF MANATEE COUNTY, INC. AND MANATEE COUNTY GIRLS CLUB, INC., AND AUTHORIZING CERTAIN WORK BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the City of Palmetto, Florida, ("City"), acknowledges and recognizes the benefits to the community of having units of the Boys Clubs of Manatee County, Inc. ("Boys Club") and the Manatee County Girls Club, Inc. ("Girls Club") operating within the City of Palmetto, Florida; and

WHEREAS, the Girls Club needs new facilities; and

WHEREAS, representatives of the Boys Club, Girls Club and the City have entered into extensive negotiations to provide for a new location on a portion of the property currently leased by the City to the Boys Club; and

WHEREAS, to further provide for adequate facilities for both the Boys Club and Girls Club, the City has agreed to provide certain services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA, IN REGULAR SESSION ASSEMBLED.

SECTION 1: The Mayor and City Clerk are authorized to accept Lease agreements from representatives of the Boys Club and Girls Club for certain real property as described in said Leases, and said Mayor and City Clerk are authorized to execute such Leases on behalf of the City.

SECTION 2: The Public Works Department of the City of Palmetto, Florida, shall remove the base, roadway, and asphalt surface of that portion of 15th Avenue Drive West being vacated contemporaneous hereto.

SECTION 3: The Public Works Department of the City of Palmetto, Florida, shall remove the building pad, foundation and other improvements located on Lots 1, 2, 3, 4, and 11, Block 4, of the Resub of Jackson Factory Subdivision.

SECTION 4: The Public Works Department of the City of Palmetto, Florida, shall construct a circular drive at the end of

the remaining 15th Avenue Drive West connecting with the parking lot on the East side of the Palmetto Boys Club building.

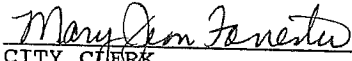
SECTION 5: The Boys Club shall not be required to contribute for the construction and removal described herein.

SECTION 6: This Resolution shall take effect and be enforced from and after its passage, and execution by the Mayor and City Clerk.

PASSED BY THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA,
IN REGULAR SESSION ASSEMBLED, THIS 21 DAY OF May, 1990.


MAYOR

ATTEST:


CITY CLERK