

RESOLUTION NO: 96 - 110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A LEASE FROM ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION.

LEASE FOR PROPERTY

WHEREAS, ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION leased its property to St. Johns County in the past, and

WHEREAS, ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION desires to renew the lease on Lots 1643, 1644, 1646, and 1647 St. Augustine South Unit 6 as recorded in Map Book 8, Page 39, Official Public Records of St. Johns County, Florida, and

WHEREAS, ST. JOHNS COUNTY, has a need to continue the use of this recreation land and facilities,

WHEREAS, this property will continue to fulfill a need for recreation land.

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 Commissioner 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 25th day of June 1996 by the Board of County Commissioners St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: *Donald Jordan*  
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

BY: *Joanna Paretti*  
Deputy Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 25 day of June 1996 between ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION, P.O. BOX 1317, ST. AUGUSTINE, FL 32084, a corporation not for profit organized and existing under the laws of the State of Florida, 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.

W I T N E S S E T H

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:

Lots 1643, 1644, 1646 and 1647 St. Augustine South, Unit 6 as recorded in Map Book 8 Page 39 Official Public Records of St. Johns County, Florida.

EXCEPTING AND RESERVING - a) the clubhouse and ingress and egress thereto on foot and with vehicles, b) the clubhouse parking lot, c) easements for utilities that service said clubhouse, d) installations in connection therewith, including but not limited to the sewer system, and e) use of adequate space around said exceptions for maintenance, repair and replacement thereof.

To have and to hold the said described premises for a term of twenty (20) years commencing July 1, 1996.

Lessor or Lessee however shall have the right to terminate said term and cancel this lease at any time after 30 days written notice.

Lessor hereby leases to the Lessee and the Lessee hereby leases from the the Lessor the above described premises for the term set out in this lease and the Lessor acknowledges receipt from the Lessee of the sum of One Dollar (\$1.00) and other good and valuable considerations, 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 but not the duty to perform regular maintenance and make alterations of the said premises and to construct improvements on, under and over the said leased premises.

The Lessee shall be responsible for liability insurance insuring the Lessor in regard to passive and active recreational activities on the leased premises. The Lessor shall be responsible for fire insurance and any other insurance pertaining to St. Augustine South Improvement Association, and its activities and the property excepted and reserved from this lease.

In the event the Lessor desires to construct community improvements on the leased premises it shall obtain the consent of the Lessee prior to commencing construction, which consent shall not be unreasonably withheld by Lessee.

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:

ST. AUGUSTINE SOUTH IMPROVEMENT ASSOCIATION

Leon Shiner

By: Harold E. Conroy  
Its President

J. M. Sullivan  
As to Lessor

Attest: Margaret A. Moore  
Its Secretary

LESSOR



ST. JOHNS COUNTY

By: Nicholas H. Meinger  
County Administrator

Attest: Paul B. Murphy  
Clerk, Board of County Commissioners