

RESOLUTION NO. 2002-249

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LEASE AGREEMENT AUTHORIZING TEMPORARY USE OF CERTAIN UNOPENED COUNTY ROADWAYS WITHIN HILDEN SUBDIVISION.

WHEREAS, Garrison Construction, Inc. has requested a lease authorizing temporary use of certain unopened County roadways located within Hilden Subdivision as described in Lease Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the Lease Agreement will allow Garrison Construction, Inc. to facilitate the permitting/construction of a retention pond within the designated subdivision; and

WHEREAS, said Lease Agreement is for a period of six (6) months commencing on the date the agreement is executed and the County has determined the leased area is not presently necessary for exclusive county or public purposes.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The Board hereby approves the terms of the Lease Agreement and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is instructed to file the original Lease Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 12 day of November, 2002.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrade
Deputy Clerk

RENDITION DATE 11-15-02

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and executed this ___ day of October, 2002, by and between St. Johns County, a body politic, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and Garrison Construction, Inc., hereinafter referred to as "Garrison".

WHEREAS, Garrison has requested this temporary lease authorizing the use of certain roadways within Hilden Subdivision to facilitate the permitting/construction of a retention pond within the designated subdivision; and

WHEREAS, the property is more fully described in the attached Exhibit "A", incorporated by reference and made a part hereof, hereinafter the "Premises"; and

WHEREAS, in consideration of the respective agreements of the parties herein contained, the County does hereby lease without warranty, to Garrison, the temporary use of the roadways as described on Exhibit "A" attached for the purpose mentioned above.

1. To use above described Premises for a term of six (6) months, commencing on the date first above written and Garrison paying a nominal fee of \$100.00 per year (prorated).
2. Although Garrison may enter and use the subject Premises for the intended improvements, Garrison shall not be allowed to commence construction of any retention areas without first owning the subject property within the designated retention area. Garrison does hereby agree to vacate all adjoining property immediately upon obtaining ownership. County will hold a public hearing regarding the vacating of 6th Street at same time. The County shall possess and otherwise control all aspects of use of the Premises. The Lease shall be non-exclusive and Garrison will allow the continuance of any use or access by the general public and the County which have become customary on the Premises. Moreover, Garrison agrees to allow the County to grant any easement it deems appropriate during the period of this Lease that burdens the same Premises, so long as such easement does not substantially prevent Garrison's intended use of the Premises.
3. All parties acknowledge and agree that any Board of County Commissioners of St. Johns County (hereinafter "Board") action necessary or contemplated by this Lease Agreement is subject to official action by the Board and compliance with federal, state and local law, including but not limited to, Chapter 125, Florida Statutes.
4. Garrison shall restore the Premises to its original condition upon destruction or termination or expiration of this Lease.

5. Garrison shall make no improvements to the subject Premises, except routine maintenance without the written permission of the County. Garrison shall make no improvements to, or maintain the property, or rely on the use of this Premises in any way which would make this Lease irrevocable. Garrison specifically hereby waives any agreement or claim that this Lease is not irrevocable.
6. Garrison shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
7. The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, all reasonable times during the term of this Lease, to enter said Premises, to examine and inspect the same. Garrison shall not cause or permit any use of the Premises for other than those uses specifically provided for in this Lease.
8. Garrison, in consideration for the use of the Premises does hereby release and discharge and further will indemnify and save harmless the County from any and all claims for personal injuries or property damages during the existence of this Lease, arising in any manner by virtue of the use or occupancy of such Premises by Garrison, that Garrison does hereby further agree to indemnify and save harmless the County from liability for damage, injury or death to any person or persons arising out of the use of said property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause for any nature whatsoever, provided such damage, injury or death is not due to County's own negligence.
9. Garrison shall conform to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus.
10. If Garrison shall fail to comply with, or abide by any of the other provisions of stipulations in this Lease on its part, and such default continues for thirty (30) days, the County may terminate this Lease and terminate Garrison's use of said Premises after being notified by certified mail of Garrison's failure to comply with the terms of this Lease.
11. The waiver of County of any such breach hereof on the part of Garrison , or any time or from time to time shall not be deemed, held, or construed as a waiver of any subsequent breach, or imply any further indulgence.
12. Notwithstanding any other provision of this Lease, Garrison hereby releases any rights it has in regards to the coupling of this Lease with an interest, thus

hereby allowing the County to revoke this Lease on thirty (30) days written notice to Garrison for any reason whatsoever, without further liability between the parties except as expressly and specifically provided for in this Lease. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject parking and/or disaster relief use of space.

13. Garrison reserves the right to terminate this Lease by giving the County a thirty (30) day notice in writing.
14. The execution of this Lease Agreement shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement on the day and year first above written.

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


By: _____
Ben W. Adams, Jr., County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

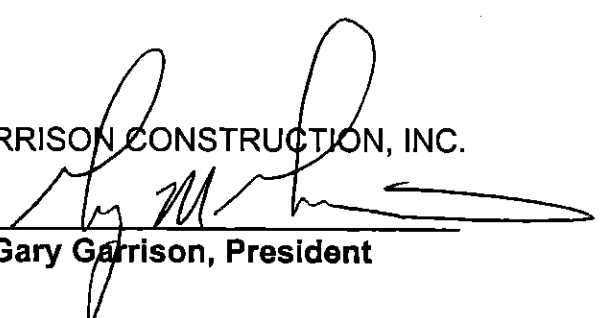


Witness

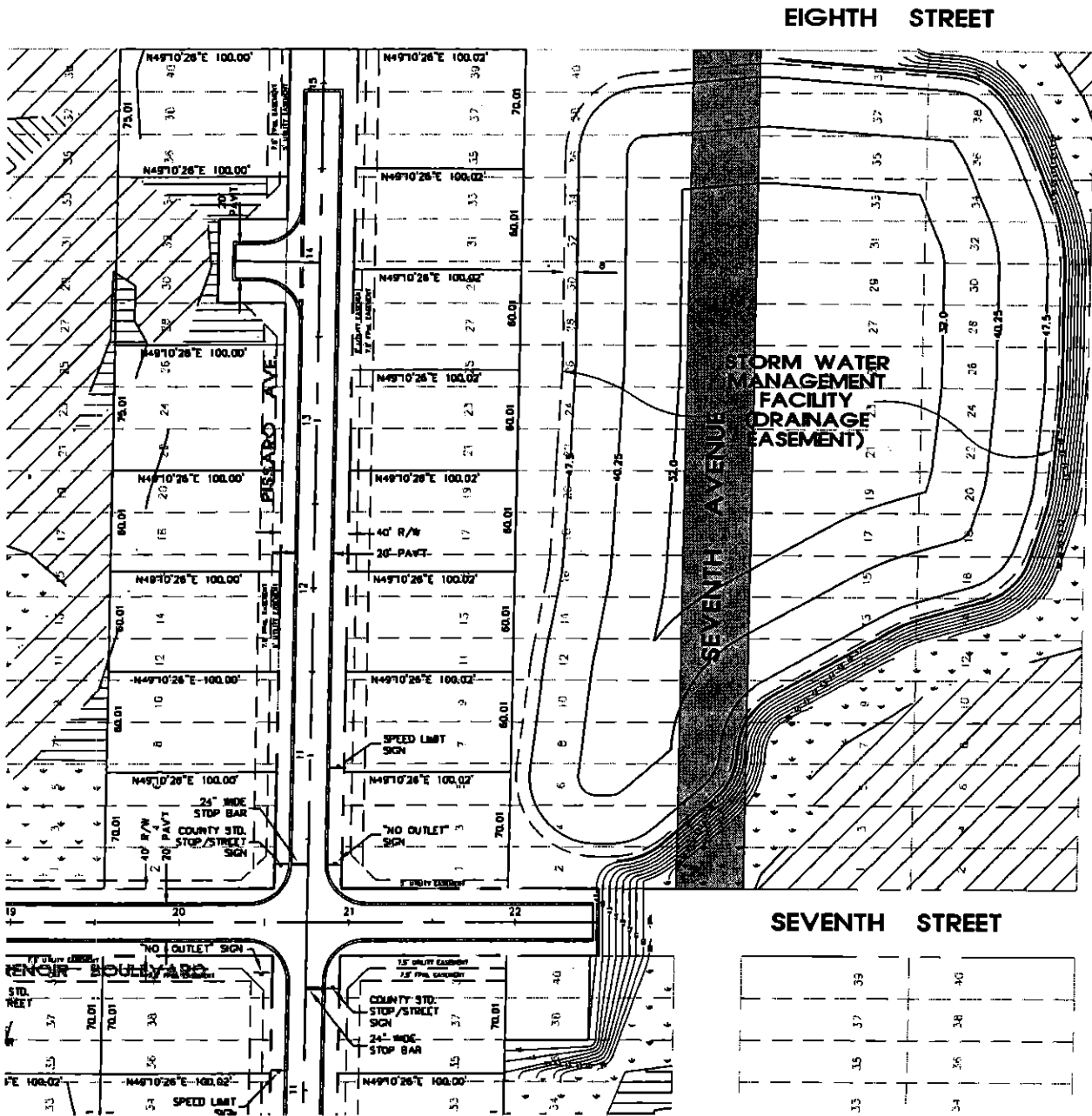


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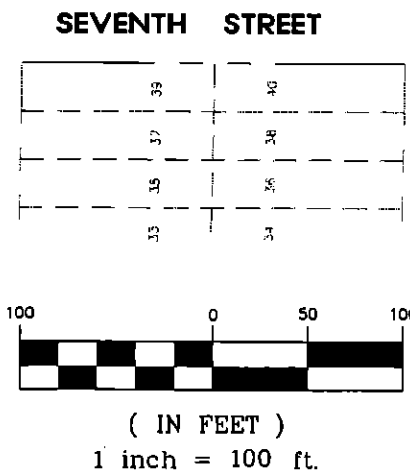
GARRISON CONSTRUCTION, INC.

By: 

Gary Garrison, President



NOTE:
 ALL OF THE PORTION OF THE RIGHT OF WAY OF SEVENTH AVENUE LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF SEVENTH STREET AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF EIGHTH STREET ACCORDING TO PLAT OF SUBDIVISION OF HILDEN RECORDED IN MAP BOOK 3, PAGE 59 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.



England-Thimby & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.:2584
 Phone No. (904) 642-8990
 Fax No. (904) 646-9485

EXHIBIT "A"

FLORENTINE (FORMERLY HILDEN) SUBDIVISION
 FOR
GARRISON CONSTRUCTION, INC.

ETM NO.	E 01-187
DATE:	10-23-02
DRAWN BY:	KMD
DRAWING NO.	N/A

CONSENT AND JOINDER

Charles Pellicer and X.L. Pellicer, Jr., as the owners of that certain property described in Exhibit "B" attached hereto, consent and join in the Lease Agreement and agree to the terms and conditions thereof.



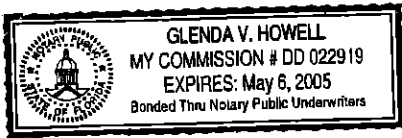
Charles Pellicer



X.L. Pellicer

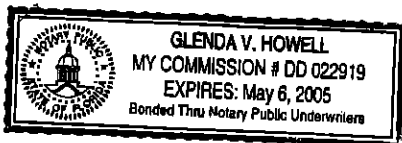
STATE OF FLORIDA
COUNTY OF ST. JOHNS

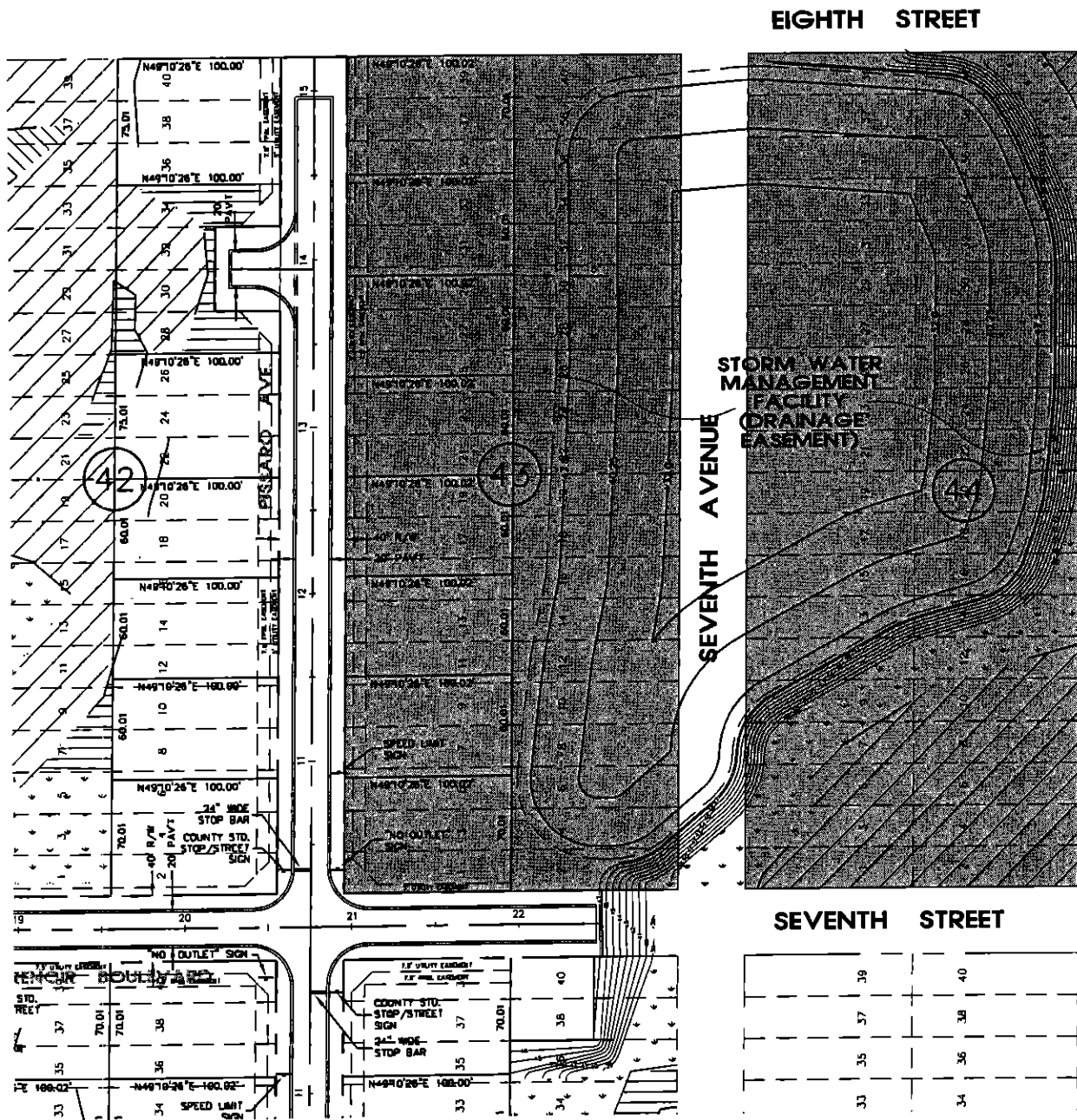
The foregoing instrument was acknowledged before me this 31st day of October, 2002 by Charles Pellicer, who () is personally known to me or () has produced _____ as identification and who did not take an oath.


Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

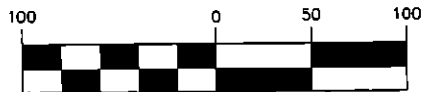
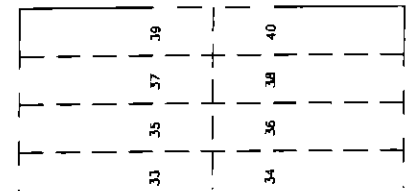
The foregoing instrument was acknowledged before me this 31st day of October, 2002 by X.L. Pellicer, who () is personally known to me or () has produced _____ as identification and who did not take an oath.


Notary Public, State of Florida
My Commission Expires:



NOTE:
 ALL OF BLOCKS 43 AND 44 ACCORDING TO PLAT
 OF SUBDIVISION OF HILDEN RECORDED IN MAP BOOK 3,
 PAGE 59 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

KMD
[Signature]



(IN FEET)
 1 inch = 100 ft.

SCALE: 1"=100'

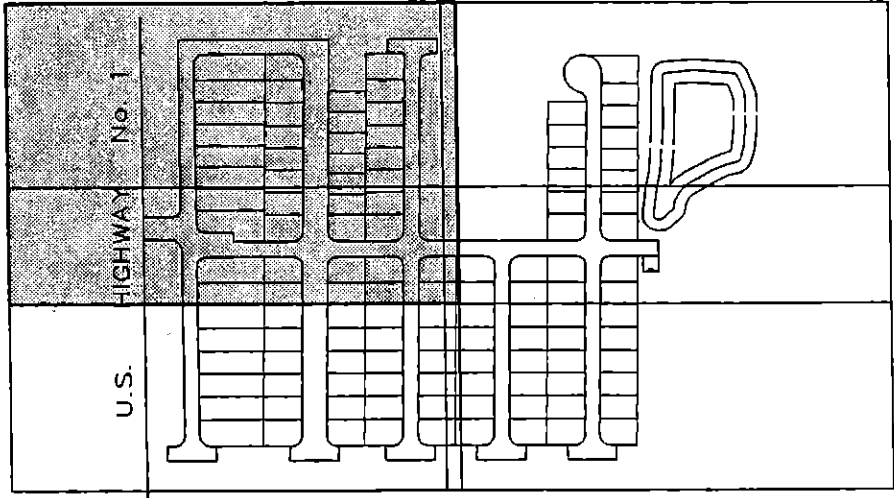
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 14775 St. Augustine Road
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EXHIBIT "B"

FLORENTINE (FORMERLY HILDEN) SUBDIVISION
 FOR
GARRISON CONSTRUCTION, INC.

ETM NO.	E 01-187
DATE:	10-25-02
DRAWN BY:	KMD
DRAWING NO.	N/A

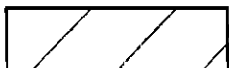
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
2. SEE SHEET No. 1 FOR GENERAL NOTES AND LEGEND.
3. ALL RIGHT-OF-WAY AND EDGE OF PAVEMENT TURB-OUTS ARE 25'R.
4. ALL PAVEMENT MARKINGS SHALL BE EXTRUDED THERMOPLASTIC IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
5. REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 17352.



KEY MAP
(NOT TO SCALE)

PROPOSED DEVELOPMENT

Legend:



Wetland Preservation

