

RESOLUTION NO. 2005- 249

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE LEASE AGREEMENT AMENDMENT FROM RAYONIER FOREST RESOURCES, L.P. TO ST. JOHNS COUNTY, FLORIDA TO CHANGE THE LESSOR AND TO AMEND THE FUTURE LEASE PAYMENT LOCATED OFF OF WATER PLANT ROAD.

RECITALS

WHEREAS, on February 14, 1984 the Board of County Commissioners of St. Johns County Florida, approved the terms of the Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, with Container Corporation of America to St. Johns County, Florida; and

WHEREAS, this amendment is required to change the Lessor from Container Corporation of America to Rayonier Forest Resources, L.P., a Delaware limited partnership and to revise the payment schedule beginning in '2006', attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, this tower is the main tower site for Fire Rescue communications and St. Johns County Road and Bridge Department located off of Water Plant Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

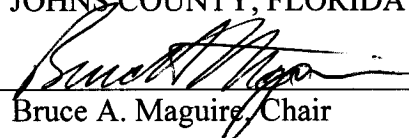
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

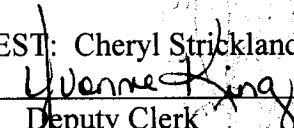
Section 2. The Board of County Commissioners hereby approves the Lease Agreement Amendment attached hereto and authorizes the County Administrator to execute 2 original Lease Agreement Amendments. All other provisions of the Lease Agreement will remain in full force.

Section 3. The Clerk is instructed to file the original Lease Agreement Amendment in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6 day of September, 2005.

BOARD OF COUNTY COMMISSIONER
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 09/08/05

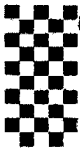


EXHIBIT "A" to RESOLUTION
LEASE AGREEMENT

GUIDEWIRE EASEMENTS
FOR COMMUNICATION
TOWER

THIS LEASE AGREEMENT ("Lease") is dated ~~January~~ ^{FEBRUARY} 14, 1984, and is by and between Container Corporation of America, a Delaware corporation, whose post office address is P. O. Box 457, Fernandina Beach, Florida 32034, its successors and assigns ("Lessor"), and ST. JOHNS COUNTY, whose address is St. Johns County Courthouse, St. Augustine, Florida 32084, its successors and assigns ("Lessee").

WITNESSETH:

1. Lease of Premises. In consideration of the rents herein specified and the mutual covenants, conditions and agreements hereinafter set forth, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor that certain parcel of land located in St. Johns County, Florida, (the "Premises") more particularly described on Exhibits A and B attached hereto and made a part hereof.

2. Term. The term of this lease ("Lease Term"), shall be year to year commencing the date of this lease and continuing automatically each successive year for 99 years unless sooner terminated by 90 days advanced written notice from either party prior to the end of a regularly scheduled yearly term.

3. Rent. The rent shall be \$300.00 for the first year and shall increase each year in the same ratio as the yearly increase of the average yearly salary of the unionized county road and bridge employees. All rent payments shall be paid to Lessor by the Lessee from the Federal Revenue Sharing Fund of St. Johns County, Florida or its successor fund.

4. Use of Premises. Lessee shall be permitted to utilize the Leased Premises for all lawful purposes.

5. Taxes. During the Lease Term, Lessee shall pay all taxes, assessments, or other public charges levied or assessed on this Lease, the rents herein reserved, and the Premises or any buildings, structures or facilities located thereon; provided that Lessor timely forwards all such notices to Lessee with a request to pay pursuant to this Lease.

6. Quiet Enjoyment. If and so long as the Lessee pays the rent and additional rent reserved by this Lease and performs and observes all of the covenants and provisions hereof, the Lessee shall quietly enjoy the leased premises.

7. Notices. Any notice or demand which under the terms of this Lease or under any statute must or may be given or made by the parties shall be in

writing and shall be given by mailing the same by registered or certified mail addressed to the party to be notified at the following address:

LESSOR: Container Corporation of America
P. O. Box 457
Fernandina Beach, Florida 32034
ATTN: Land Manager

LESSEE: St. Johns County, Florida
c/o Clerk of Courts
St. Johns County Courthouse
St. Augustine, Florida 32084

8. Rights of Successor and Assigns. The covenants and agreements contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successor in interest, except as expressly provided for herein.

9. Liability. CCA will not be responsible to Lessee, its agents, servants, employees, contractors, licensees, or guests, or to any person claiming through it, for injury, loss or damage, whether to person, including death arising therefrom, or property suffered by Lessee or any such person upon said leased premises from any cause whatever. Lessee agrees to indemnify and hold CCA harmless from any loss, damage, liability or expense arising from personal injury or death or property damages to any person including but not limited to CCA, its contractors, agents, servants and employees, occurring as a direct or indirect result of or in any way connected with the exercise of the rights hereunder, irrespective of any negligence or act of CCA, its contractors, servants, agents and employees which contributed in any way to said injury or loss.

10. Entire Agreement. This instrument contains all of the agreement and conditions between the parties and may not be modified except by an agreement in writing executed in the same manner as this Lease as executed.

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

Signed, sealed and delivered
in the presence of:

Monica B. Moore

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Dec. 17, 1964

Robert E. Carter
Faucus M. Brubaker

CONTAINER CORPORATION OF AMERICA
Lessor

BY: *C Fred Christensen* (SEAL)

(CORPORATE SEAL)

ST. JOHNS COUNTY
Lessee

BY: *Chester Bennett*
Chairman of Its Board of
County Commissioners

EXHIBIT "B" TO RESOLUTION

Amendment Date: August 1, 2005

LEASE AGREEMENT AMENDMENT

This is an amendment to a contract previously entered into by **CONTAINER CORPORATION OF AMERICA**, a Delaware corporation, whose post office address was P. O. Box 457, Fernandina Beach, FL 32034 hereinafter called "Lessor" and **ST. JOHNS COUNTY** hereinafter called "Lessee".

The contract to be amended is identified as LEASE AGREEMENT dated February 14, 1984. This amendment is for the following.

Change the Lessor from CONTAINER CORPORATION OF AMERICA to:

Rayonier Forest Resources, L. P., a Delaware limited partnership, qualified to do business in the state of Florida, whose business address is P. O. Box 728, Fernandina Beach, FL 32035-0728, hereinafter called "RAYONIER".

All references in the LEASE AGREEMENT to Container Corporation of America, Lessor or CCA shall be deemed to now refer to Rayonier Forest Resources, L.P.

Amend Paragraph 3 to:

For the year 2006 and forward payments shall be based on the Producer Price Index for Commodities as published by the United States Department of Labor, Bureau of Labor Statistics. The present average PPI is determined to be 144.7 (the average of November 2003 to October 2004) and the present lease payment for 2005 is \$439.25. Payment for 2006 shall be determined by the average PPI for the latest 12-month period, November 2004 to October 2005 and the percentage increase or decrease of such factor above or below 144.7 shall be multiplied by \$439.25 and the resulting dollar figure added to or subtracted from \$439.25 the sum, or remainder, of which shall be the lease payment for 2006 to be paid by St. Johns County to Rayonier under this Lease Agreement. Future annual lease payments shall be calculated in the same fashion as above, except that the average PPI for the 12-month period November through October preceding each succeeding lease year shall be utilized. Thus, for example, if the payment in 2006 is \$460.00, then the 2007 payment amount will be %PPI change multiplied by \$460.00. Should the Bureau of Labor Statistics cease to publish said index, another index shall be selected which is mutually agreeable to the parties hereto. Annual lease payments shall be payable in advance on the 1st day of February of each year during the Lease Agreement.

Amend Paragraph 7 to:

In the case of RAYONIER:
RAYONIER FOREST RESOURCES, L. P.
Attn: Superintendent, Florida Region
P. O. Box 728
1901 Island Walkway
Fernandina Beach, FL 32035-0728

All other terms of the LEASE AGREEMENT, shall remain unchanged and in full force and effect.

Witnesses:

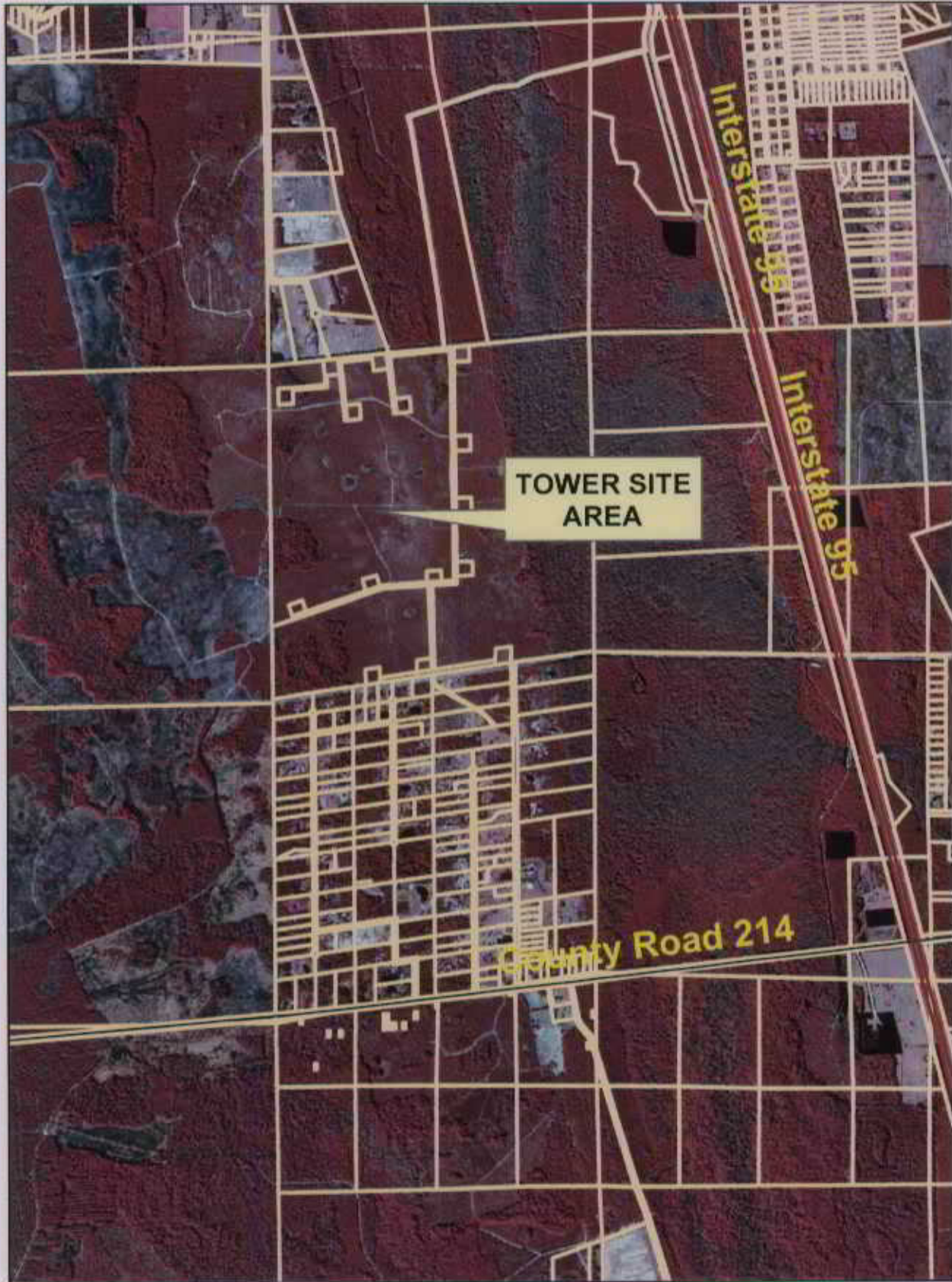
Melanie Wilson
[Signature]

RAYONIER FOREST RESOURCES , L. P.
by its Managing General Partner
RAYONIER TIMBERLANDS MANAGEMENT, LLC
BY: [Signature]
NAME: Larry Davis
TITLE: Director, SEFR

ST. JOHNS COUNTY

BY: _____
NAME: _____
TITLE: _____

WATER PLANT ROAD TOWER SITE



Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION