

RESOLUTION NO. 95-101

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CERTAIN LEASE OF COUNTY OWNED PROPERTY.

WHEREAS, it has come to the attention of the Board of County Commissioners that a Lease for the non-exclusive use of thirty (30) parking spaces located in the County Parking Lot at Third Street Ramp, Crescent Beach is needed by the Tenant in order to obtain an off-site parking variance and open the restaurant adjacent to the parking area; and

WHEREAS, this lease has been offered pursuant to Florida Statute Section 125.35 and due to the size, shape, location, and value of the parcel, it is determined by the Board that the parcel is of use only to one or more adjacent property owners and the Tenant was proven to be the highest and best bidder; and

WHEREAS, it is determined by the Board that the leased area as more fully shown and described in the Lease, attached hereto as Exhibit A, incorporated by reference and made a part hereof, is not presently necessary for County purposes.

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

1. The Lease in substantially the form attached hereto as Exhibit A, is hereby approved and execution is authorized.
2. The Clerk is instructed to record the Lease in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 23 day of May, 1995.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: Barbara Ward
Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Berice DeStande
Deputy Clerk

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Rec-2500
Sur-350

LEASE

THIS LEASE, made and executed in duplicate this 23rd day of May, 1995, by and between ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and Brad and Jack Billingsley, hereinafter referred to as the Tenant.

WHEREAS, it has come to the attention of the Board of County Commissioners that a Lease for the non-exclusive use of thirty (30) parking spaces located in the County Parking Lot at Third Street Ramp, Crescent Beach is needed by the Tenant to open the restaurant; and

WHEREAS, this lease was bid pursuant to Florida Statute 125.35 and the Tenant was proven to be the highest and best bidder; and

WHEREAS, in consideration of the respective agreements of the parties herein contained and pursuant to Florida Statute 125.35, the County does hereby lease, without warranty, to the Tenant, its interest in the thirty (30) parking spaces more fully shown on attached Exhibit A, by reference incorporated and made a part hereof.

1. TO HAVE AND TO HOLD the above described premises for a term of four (4) years, commencing on the first day of June, 1995, the Tenant paying therefore a minimum rental of \$1,050.00 per year, payable in continuous monthly installments of \$87.50, commencing June 1, 1995.

2. The thirty (30) spaces will be used for public parking only. Operating hours will be 10:00 A.M. to 10:00 P.M. Tenant shall assist in maintenance of the area including the restrooms. In the event said maintenance assistance is not performed, this lease may be terminated by the County and the County may re-advertise bids or not lease the property to any party. Tenant shall not charge patrons for parking service.

3. This lease shall be non-exclusive and Tenant will allow the continuance of any use or access by the general public which have become customary on the property. Moreover, Tenant agrees to allow the County to grant any easements it deems appropriate during the period of this lease that burdens the same property.

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4. Tenant agrees to release the County from all liability and hold the County harmless for any and all zoning, building, use, or other governmental restrictions which may frustrate the intention of this lease.

5. Tenant shall have the right to sublet or assign this lease, with the written consent of the County, said consent shall not be unreasonably withheld.

6. Tenant is required to restore the property to its original condition upon destruction or termination or expiration of this lease, or any renewals thereof.

7. Tenant reserves the right to terminate this lease by giving the County a sixty (60) day notice in writing.

8. The Tenant shall obtain written consent of the County prior to any change in the control of said restaurant, as this shall be construed to be an assignment of this lease requiring County approval.

9. It is hereby determined by the County that the above described leased area is not presently necessary for exclusive County or public purposes, and this lease is granted pursuant to the authority of Section 125.35, Florida Statutes.

10. If by State or Federal ruling it is passed that the current beach driving and parking privileges are banned for St. Johns County, this lease will terminate.

11. The Tenant shall not be permitted to:
a. Use said premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said premises.
b. To make or suffer any waste or unlawful, improper or offensive use of said property, and not to sell or otherwise dispose of said premises except as herein provided.

12. The Tenant shall abide by the noise Ordinance 88-37 as amended from time to time, and shall not cause or allow to exist on the leased property or Tenant's adjoining property any music that would violate that St. Johns County Ordinance.

13. The County and its agents, servants and employees shall have and hereby reserve the right and privilege, at all reasonable time during the term of this lease, to enter upon said leased premises and examine and inspect the same. The Tenant shall not cause or permit any use of the leased

premises for other than that parking use specifically provided for in this lease. This provision specifically prohibits use of the leased premises for entertainment events but is not limited to only that prohibition.

14. The Tenant, in consideration of the premises and the rate of rent herein provided for, does hereby release and discharge and further will indemnify and save harmless the said County from any and all claims for loss or damage caused by fire, theft, or robbery or other tort to any and all property kept or stored on person in or about the leased premises, whether or not such property is owned by the Tenant or there by its permission or sufferance, including any and all liability and 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 the Tenant; that the Tenant 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 of any nature whatsoever, providing such damage, injury or death is not due to County's own negligence.

15. The Tenant in carrying on its business on said premises will 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, and further will pay all public utility service bills as the same shall be incurred and become due in connection with the operation of the business, and the occupancy of said premises by the Tenant, during the term of this lease, except as above stated.

16. If Tenant shall fail to pay to County any sum of money or any part thereof herein specified, and the same shall remain unpaid for fifteen days, or if Tenant shall fail to comply with or abide by any of the other provisions or stipulations in this lease on its part, and such default continues for fifteen days, the County may, at its option, exercise any one or more of the following remedies:

- a. County may declare as immediately due and payable the whole rent remaining unpaid for the entire term covered by this lease, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.
- b. County may terminate this lease and may re-enter and take possession of said demised premises.

17. The waiver of County of any such breach hereof on the part of the Tenant, or the indulgence by County as to the payment or time of payment of any installment of rent, at 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.

18. In the event it shall be necessary for County to place this lease in the hands of an attorney at law to collect any of said rent in default, or to institute any suit by reason of any default hereunder by Tenant, Tenant shall pay to County all costs and expenses thereby incurred by County, including reasonable attorney's fees.

19. In the event of the breach of any of the covenants of this lease by the Tenant during the term hereof and failure of the Tenant to rectify same within 10 days, after written notice thereof by the County, then in such event the County, at its option, may declare the lease forfeited and immediately recover possession thereof, under the terms as set forth in Paragraph 16 hereof.

20. Notwithstanding any other provision of this lease, the County may cancel this lease on 60 days written notice to the Tenant, 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 the space.

MADE AND EXECUTED in duplicate the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: Barbara Ward
Barbara Ward, Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Patricia DeGrade
Deputy Clerk



Signed, sealed and delivered
in the presence of:

TENANT

(sign) Rosemary Lewis

Brad Billingsley
Brad Billingsley

(print) ROSEMARY LEWIS

(sign) Wonne Carter

(print) Wonne Carter

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15
day of June, 1995, by Brad Billingsley, who is personally
known to me or who has produced S.C. DL#003296326
as identification and who ~~did~~ / did not take an oath.

Patricia De Grande
Notary Public

Patricia De Grande
Print Name

My Commission Expires:
01-26-96



PATRICIA DEGRANDE
MY COMMISSION # CC 175832 EXPIRES
January 26, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Signed, sealed and delivered
in the presence of:

TENANT

(sign) [Signature]
(print) Kay B Gray

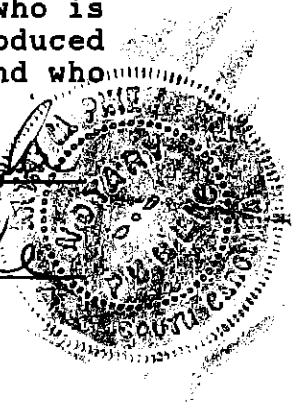
[Signature]
Jack Billingsley

(sign) [Signature]
(print) Jennie D. Muller

STATE OF South Carolina
COUNTY OF Durham

The foregoing instrument was acknowledged before me this
11 day of June, 1995, by Jack Billingsley, who is
personally known to me or who has produced
as identification and who
did / did not take an oath.

[Signature]
Notary Public
Kathy M. Pike
Print Name



My Commission Expires:
MY COMMISSION EXPIRES 7-24-2000