

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING THE TERMINATION OF (1) A LEASE OF REAL PROPERTY BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE DATED NOVEMBER 18, 1968, AS AMENDED ON JULY 22, 1986 AND (2) A LEASE OF REAL PROPERTY BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE DATED OCTOBER 1, 1975; AND RATIFYING THE NOTICE OF TERMINATION OF SAID LEASES ISSUED BY THE COUNTY ADMINISTRATOR.

WHEREAS, St. Johns County is a party to two Casa Monica Building parking area leases with the City of St. Augustine to wit (1) a Lease of Real Property between St. Johns County and the City of St. Augustine dated November 18, 1968, as amended on July 22, 1986; and (2) a Lease of Real Property between St. Johns County and the City of St. Augustine dated October 1, 1975, both attached and incorporated herein as Exhibits A and B respectively; and

WHEREAS, St. Johns County has sold the Casa Monica property and leased back for its use and the use of its employees and patrons, the areas subject to these leases.

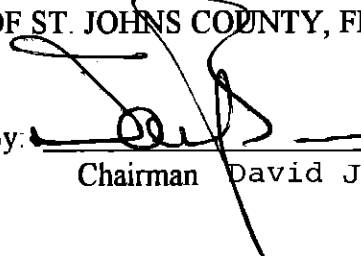
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida (the "Board") as follows:

(1) The County Administrator is authorized to terminate the above described leases, and any previously issued notice of terminations he may have issued are hereby ratified.

(2) The County Administrator is authorized to make arrangements for the retention and use of parking meters on any portion of said property in order to regulate the parking use of such areas.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25th day of February, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:  _____
Chairman David J. Bruner

ATTEST: CHERYL STRICKLAND, CLERK

By:  _____
Deputy Clerk

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LEASE

THIS INDENTURE OF LEASE, made and executed in duplicate this 18th day of November, A. D., 1968, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Lessee";

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar paid by Lessee to Lessor, the receipt whereof is hereby acknowledged, and in further consideration of the rent to be paid herein, Lessor does hereby lease, let upon, lease to and unto Lessee that certain real property situate, lying and being in St. Augustine, St. Johns County, Florida, and more particularly described as follows:

Commencing at a United States marble monument at the Southeast corner of the United States Post Office and Customs House Lot, City of St. Augustine, Florida; thence run South 13 deg. East (magnetic) 365.25 feet along the West line of St. George Street to a point; thence run South 75 deg. 00' West 41.34 feet to a point; thence run South 15 deg. 00' East 3.7 feet to a point; thence run South 68 deg. 46' West 48.66 feet to the Northeast corner of the lot herein described and the place of beginning. Said point being the Northwest corner of property of McMillan; from the point of beginning thus established run South 84 deg. 25' West along the property line of Webb 84.8 feet to a point; thence run South 70 deg. 48' West along the property line of Webb 107.9 feet to the East property line of Cordova Street, said point being Webb's Southwest corner; thence run South 19 deg. 58' East along the East property line of Cordova Street 73.65 feet to a point; run thence North 73 deg. 42' East 188 feet to a point, the Southwest corner of McMillan's property; thence run North 17 deg. 13' West 63.4 feet along McMillan's West line to place of beginning.

TO HAVE AND TO HOLD the above described real property for the term of one (1) year from November 15, 1968, to November 14, 1969, lessee paying as annual rent for the use of said property fifty (50%) per cent. of the gross receipts received from parking meters installed on said property, payable on the 15th day of November of each year hereafter, together with fifty (50%) per cent. of any other rentals received by Lessee from said leased premises, all to be calculated after payment of sales tax by Lessee.

LESSOR AND LESSEE FURTHER AGREE AS FOLLOWS:

(1) Lessee shall use the Leased property as a metered off-street parking facility only.

(2) Lessor shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles, except the installation and maintenance of parking meter poles and parking meters.

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3. Lessee shall pay all expenses of installing and maintaining parking meter poles and parking meters on the above described property.

4. Lessee shall strictly enforce the parking meter rates and regulations on the above described property and require all persons using said property to comply with all City Ordinances and Police Regulations.

5. Lessee will keep records of the gross receipts from the parking lot and furnish lessor with a detailed statement of such operation.

6. This lease may be terminated at any time upon either party hereto giving the other party sixty days advance written notice of such termination, provided, however, that this lease shall not be terminated until Lessee's share of the gross receipts shall equal its expenses in the purchase and installation of the parking meters and parking meter poles. Within sixty (60) days of notice of termination of this lease, Lessee shall remove all parking meters and parking meter poles from the leased premises and all rights and obligations hereunder shall cease and determine.

7. This lease shall be automatically renewed from year to year upon the same terms and conditions as contained herein until notice of termination as provided above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year last above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Willard Harvath

Louise H. Hancock

As to LESSOR

ST. JOHNS COUNTY, FLORIDA - LESSOR

By Don F. Mueller
Chairman, Board of County Commissioners

Attest Oleis Law
Clerk

Herb J. Anderson

Mo. M. Davis

As to LESSEE

CITY OF ST. AUGUSTINE, FLORIDA - LESSEE

By Herb J. Anderson
Mayor-Commissioner

Attest Faith Burt
City Auditor and Clerk

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.

JUN 25 11 27 AM '78

Oleis Law
CLERK CIRCUIT COURT

Approved as to correctness and form.

Willard Harvath
City Attorney

AMENDMENT TO LEASE

Lease made and executed on November 18, 1968, by and between St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," and the City of St. Augustine, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Lessee," is amended as follows:

Paragraph #1 is deleted and the following is added and substituted in its stead.

(1) Lessee shall use the leased property as an off-street parking facility only.

Paragraph #2 is deleted and the following is added and substituted in its stead.

(2) Lessor shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles.

(3) Paragraph #3 is deleted.

Paragraph #4 is deleted and the following is added and substituted in its stead.

(4) Lessee shall rent up to thirty-eight (38) spaces at a rental fee of \$20.00 per month. Lessee will require all persons using said property to comply with all City ordinances and regulations.

Add Paragraph #8 as follows:

(8) County employees shall be given right of first refusal in the renting of these spaces.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials this 22nd day of July, 1986.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

[Signature]
[Signature]

As to LESSOR

[Signature]

[Signature]
As to LESSEE

ST. JOHNS COUNTY, FLORIDA - LESSOR

By: [Signature]
Chairman, Board of County Commissioners

ATTEST: Carl "Bud" Markel, Clerk

By: [Signature]
Deputy Clerk

CITY OF ST. AUGUSTINE, FLORIDA - LESSEE

By: [Signature]
Mayor-Commissioner

ATTEST: [Signature]
City Clerk

Approved as to corrections and form

[Signature]
City Attorney

L E A S E

THIS INDENTURE OF LEASE, made and executed in duplicate this 1st day of October A.D., 1975, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "LESSOR" and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "LESSEE":

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar paid by LESSEE to LESSOR, the receipt whereof is hereby acknowledged, and in further consideration of the rent to be paid herein, LESSOR does hereby lease, let upon, lease to and unto LESSEE that certain real property situate, lying and being in St. Augustine, St. Johns County, Florida, and more particularly described as indicated on attached map.

TO HAVE AND TO HOLD the described real property for the term of One (1) year from 1 October, 1975 to 30 September, 1976, LESSEE paying as annual rent for the use of said property, Fifty (50%) Percent of the gross receipts received from parking meters installed on said property, payable on the 1st day of November of each year hereafter. Gross receipts to be calculated after payment of sales tax by LESSEE.

Annual rent paid to LESSOR by LESSEE will not be calculated until such time as LESSEE has recovered cost of parking meters, parking meter poles, and installation of same.

LESSOR AND LESSEE FURTHER AGREE AS FOLLOWS:

- (1) LESSEE shall use the leased property as a metered off-street parking facility only.
- (2) LESSOR shall pay all expenses of preparing and maintaining the above described property for the parking of motor vehicles, except for the maintenance of parking meter poles and parking meters.
- (3) LESSEE shall pay all expenses of maintaining parking meters poles and parking meters on the above-described property.
- (4) LESSEE shall strictly enforce the parking meter rates and regulations on the above-described property and require all persons using said property to comply with all City ordinances and Police regulations.
- (5) LESSEE will keep records of the gross receipts from the parking lot and furnish LESSOR with a detailed statement of such operation.
- (6) This lease may be terminated at any time upon either party hereto giving the other party Sixty (60) days advance written notice of such termination, provided however, that this Lease shall not be terminated until gross receipts shall equal expenses in the purchase and installation of parking meters and parking meter poles. Within Sixty (60) days of notice of termination of this Lease, LESSEE shall remove all parking meters and parking meter poles from the leased premises and all rights and obligations hereunder shall cease and determine.

L E A S E

(7) This Lease shall be automatically renewed from year to year upon the same terms and conditions as contained herein until notice of termination as provided above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year last above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Minnie Spaulding
James C. Mills
(As to LESSOR)

ST. JOHNS COUNTY, FLORIDA LESSOR

BY: R. W. E. Carter
(Chairman, Board of County Commissioners)

ATTEST: Oliver Lewis
(Clerk)

CITY OF ST. AUGUSTINE, FLORIDA LESSEE

Joseph Powell Jr
James C. Mills
(As to LESSEE)

BY: Joseph Powell Jr
Acting Mayor-Commissioner

ATTEST: Robert L. Anderson
(City Finance Director)

Approved as to Correctness & Form

W. A. Anderson
(City Attorney)