

RESOLUTION NO. 2015 - 318

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS AND PROVISIONS OF A LEASE AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR PLACEMENT AND OPERATION OF A RADAR INLET OBSERVING SYSTEM (RIOS) ON COUNTY-OWNED PROPERTY; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE COUNTY**

**RECITALS**

**WHEREAS**, the Radar Inlet Observing System (RIOS) is a fully automated system that has been developed to measure the position of inlet channels and shoals by utilizing X-band radar to continuously monitor wave conditions; and

**WHEREAS**, information gathered by RIOS is used to assess the navigability of tidal inlets; and

**WHEREAS**, St. Johns County (County) and the United States Army Corps of Engineers (Corps) seek to enter into a lease agreement to provide for placement and monitoring of a RIOS on County-owned property commonly known as Fiddler's Green, more specifically described in the proposed lease agreement attached hereto as Attachment 1, and incorporated herein; and

**WHEREAS**, as proposed, the system will be mounted onto a 6 ft. x 12 ft. trailer, anchored by guyed-wires and enclosed within a temporary perimeter fence for safety; and

**WHEREAS**, the St. Johns County Board of Commissioners has reviewed the terms, provisions and conditions of the proposed lease agreement and finds that entering into said agreement best serves the interests of the citizens of the County.

**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 finds of fact.

Section 2. The Board approves the terms, provisions and conditions of the proposed lease agreement between the County and the Corp to allow placement and operation of RIOS on County-owned property.

Section 3. The Board hereby authorizes the County Administrator, or designee, to execute a lease agreement, in substantially the same form and format as attached hereto, on behalf of the County.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution maybe revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of October, 2015.

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

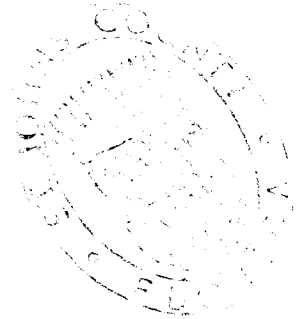
By: \_\_\_\_\_

Priscilla L. Bennett, Chair

**ATTEST:** George Lareau

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 10/22/15



**RESOLUTION-Attachment 1**

**LEASE NO. DACW17-5-15-0007**

**LAND LEASE**

**BETWEEN**

**ST. JOHNS COUNTY, FLORIDA**

**AND**

**THE UNITED STATES OF AMERICA**

1. This **LEASE**, made and entered into this 11 day of August 2015 by **St. Johns County, Florida**, whose address is: 500 San Sebastian View, St. Augustine, FL 32084, and whose interest in the property is that of the owner, hereinafter called the Lessor, and the **United States of America**, hereinafter called the Lessee.

2. **PROPERTY**: The Lessor leases to the Lessee the following described property:

A 2,500 square foot area of land, approximately 0.057 acres, located seaward and south of the Vilano Beach Fountain and Pavilion on portions of Parcel ID Nos. 1481700000 and 1481010000. The land will be used for placement and monitoring of a Radar Inlet Operation System (RIOS) mounted onto a 6 foot by 12 foot trailer along with computer processing and support equipment. In addition to the trailer approximately 20-foot guy wires and a temporary boundary fence for safety have been placed around the perimeter of the area. Exhibits A and B are attached and made a part of this agreement. Exhibit A contains the real estate map and Exhibit B is a photo of the RIOS equipment.

3. **LEASE TERM**: The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning 11 August 2015 through 31 March 2016.

4. **RENTAL**: The Lessee shall pay the Owner rent of \$1.00 for the term of the lease.

5. **OWNERSHIP**: The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease

6. **EXCLUSIVE USE**: The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition or any construction upon the leased, property except as otherwise agreed to in writing by the Lessee.

7. **TERMINATION**: The Lessee may terminate this lease at any time in whole or in part in writing to the Lessor.

8. **DAMAGES**: The Lessee shall not be responsible for combat or war related damages to the lease premises; the Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee, if any, shall be done at termination of the lease.

9. **TAXES**: As applicable, the Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

10. **NOTICE**: Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

St. Johns County  
Attention: Tara Dodson  
500 San Sebastian View  
St. Augustine, Florida 32084

And if given by the Lessor shall be addressed to the Lessee at:

U.S. Army Corps of Engineers, Jacksonville District  
Attention: Real Estate Division  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

11. **LESSOR'S SUCCESSORS**: The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

12. **COVENANT AGAINST CONTINGENT FEES**: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. **OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

14. **GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

15. **EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

**IN WITNESS WHEREOF**, the parties have subscribed their names as of the date first above written.

*Witnesses:*

**LESSOR:**

\_\_\_\_\_  
*( PRINTED NAME/ADDRESS OF WITNESS)*

\_\_\_\_\_  
*( NAME OF THE LESSOR)*

Witnesses:

**THE UNITED STATES OF AMERICA:**

\_\_\_\_\_

\_\_\_\_\_  
*AUDREY C. ORMEROD*  
District Chief of Real Estate  
Real Estate Contracting Officer

VILANO SPRINGS  
RESORTS LLC  
1482900000

ST JOHNS  
COUNTY FLORIDA  
1481010000

ST JOHNS  
COUNTY FLORIDA  
1481700000

8888888888

1481010000

VILANO OCEAN LOTS  
LLC 1484200000

BRAHMA LAND & DEV  
CO INC 1484300000

VILANO OCEAN LOTS  
LLC 1484200020

BRAHMA  
LAND & DEVELOPMENT  
CO 1484200030

BRAHMA LAND & DEV  
CO INC 1484300000

BRAHMA LAND  
DEVELOPMENT  
CO 1484300050

BRAHMA LAND  
& DEV CO INC  
1481050000

UNITED STATES  
OF AMERICA  
1484400000

TORO JAMES  
TRUST D: 3-15-2012  
1488480100

TORO JAMES  
TRUST D: 3-15-2012  
1488480120

77777777

UNITED STATES  
OF AMERICA  
1482700000

- Point of Access
- ▭ Radar System Placement Area
- ▭ St. Johns County 2014 Parcels

# RIOS Location

## Vilano Point, St. Augustine Inlet

© 2014 Imagery: GeoEye, Inc. International Corp.

EXHIBIT B

Radar Inlet Operating System (RIOS)

