

RESOLUTION NO. 77-62


A RESOLUTION AUTHORIZING THE EXECUTION OF
A LEASE EXTENSION AGREEMENT BETWEEN THE CITY
OF KEY WEST, FLORIDA AND THE MONROE COUNTY
MOSQUITO CONTROL DISTRICT

BE IT RESOLVED by the City Commission of the City of
Key West, Florida, as follows:

That the attached Lease Extension Agreement between the
City of Key West, Florida and the Monroe County Mosquito Control
District be and the same is hereby approved, and the Mayor of the
City of Key West, Florida be and he is hereby authorized, empowered
and directed to execute the said Lease Extension Agreement for and
on behalf of the City of Key West, and the City Clerk of said
City be and he is hereby authorized, empowered and directed to
attest the signature of the said Mayor on the said Lease Extension
Agreement and affix the seal of the City thereto. The execution
of said Lease Extension Agreement is hereby directed to be made
in as many counterparts as may be desired or necessary.

This Resolution shall go into effect immediately upon
its passage and adoption and authentication by the signature of
the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting
held this 6th day of June, A.D. 1977.



MAYOR CHARLES MCCOY

ATTEST:



CITY CLERK

LEASE EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into in duplicate, this 6th day of June, 1977, by and between the City of Key West, Florida, hereinafter sometimes called "City", a municipal corporation duly created, organized and existing in the County of Monroe, Florida, by and under the Constitution and laws of the State of Florida, acting by and through its Mayor, and Monroe County Mosquito Control District, hereinafter sometimes called the "District", a political subdivision of the State of Florida,

WHEREAS, the City of Key West, Florida, as lessor and the Monroe County Mosquito Control District, formerly known as the Monroe County Anti-Mosquito Control District, as lessee, entered into a lease dated May 6, 1959, for a term of twenty (20) years expiring on the fifth day of May, 1979, concerning the following described premises:

The following described premises situate, lying and being on the Island of Stock Island, in the City of Key West, Monroe County, State of Florida, to-wit:

Starting on a tangent line at Station 5, as noted on the plat prepared by E.R. McCarthy, Registered Surveyor #645, dated May 24, 1957; thence in a southerly direction from starting point along the front property line of the Key West Humane Society property for a distance of 150 feet to a point; thence turn 90 degrees in an easterly direction for 200 feet along the southerly property line of the Key West Humane Society, to the place of the beginning; thence continuing along this line extended in an easterly direction 100 feet to the westerly property line of the Florida Keys Aqueduct Commission; thence turn 90 degrees in a southerly direction along the property line of the Florida Keys Aqueduct Commission, 239.20 feet; thence turn 90 degrees in a westerly direction 100.18 feet to a point; thence turn 90 degrees in a northerly direction 232.21 feet to the place of beginning, and

WHEREAS, on the 16th day of June, 1975, the Monroe County Mosquito Control District entered into a Lease Extension Agreement with the City of Key West, Florida, extending the original lease for a period of twenty years, and

WHEREAS, the Monroe County Mosquito Control District is now desirous of extending the above referred to lease with the City of Key West, Florida, for a total of thirty-five years from the date of expiration of the original lease, a copy of which lease is attached hereto and made a part hereof and identified as Exhibit "A" as though fully set forth herein in its entirety; and

WHEREAS, the City of Key West, Florida, has no objections to extending the above referred to lease presently in existence between the parties hereto,

NOW, THEREFORE, it is agreed as follows:

1. That the Lease Extension Agreement dated the 16th day of June, A.D. 1975, is hereby declared to be null and void.

2. That the City of Key West, Florida, hereby extends the term of the lease presently existing between the City of Key West, Florida, a municipal corporation, and the Monroe County Mosquito Control District, formerly the Monroe County Anti-Misquito District, for an additional thirty-five years (35), commencing on the 6th day of May, 1979, for a term of thirty-five (35) years next ensuing, said lease subject to all of the covenances and conditions in the presently existing above referred to lease.

IN WITNESS WHEREOF, the City has caused this Lease Extension Agreement to be executed in its behalf by its Mayor and the corporate seal of said City to be hereunto affixed and attested by its City Clerk, and the District has caused this Lease Extension Agreement to be executed in its behalf by the Chairman of its Board of Commissioners and its seal to be hereunto affixed, attested by its Secretary, all as of the 6TH day of June, A.D. 1977.

THE CITY OF KEY WEST, FLORIDA

(SEAL)

Attest:

Jack F. Matthews
CITY CLERK

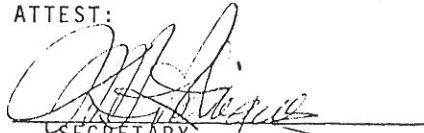
Charles McCoy
MAYOR CHARLES MCCOY

MONROE COUNTY MOSQUITO CONTROL
DISTRICT

SEAL


CHAIRMAN

ATTEST:


SECRETARY

71556

LEASE

THIS INDENTURE, Made and entered into, in duplicate, this 6th day of MAY ~~April~~, A. D. 1959, by and between THE CITY OF KEY WEST, FLORIDA (hereafter sometimes called the "CITY"), a municipal corporation duly created, organized and existing in the County of Monroe, Florida, by and under the Constitution and laws of the State of Florida, acting by and through its Mayor, and MONROE COUNTY ANTI-MOSQUITO DISTRICT (hereafter sometimes called the "DISTRICT"), a political subdivision of the State of Florida,

WITNESSETH, that the City by these presents leases unto said District the following described premises situate, lying and being on the Island of Stock Island, in the City of Key West, Monroe County, State of Florida, to-wit:

Starting on a tangent line at Station 5, as noted on the plat prepared by E. R. McCarthy, Registered Surveyor #645, dated May 24, 1957; thence in a southerly direction from starting point along the front property line of the Key West Humane Society property for a distance of 150 feet to a point; thence turn 90 degrees in an easterly direction for 200 feet along the southerly property line of the Key West Humane Society, to the place of beginning; thence continuing along this line extended in an easterly direction 100 feet to the westerly property line of the Florida Keys Aqueduct Commission; thence turn 90 degrees in a southerly direction along the property line of the Florida Keys Aqueduct Commission, 239.20 feet; thence turn 90 degrees in a westerly direction 100.18 feet to a point; thence turn 90 degrees in a northerly direction 232.21 feet to the place of beginning.

FILED FOR RECORD

1959 MAY -3 PM 3:07

EARL R. ADAMS, CLERK OF DISTRICT
MONROE COUNTY, FLORIDA

TO HAVE AND TO HOLD the premises as aforesaid unto the said District from the 6th day of MAY ~~April~~, A. D. 1959, for a term of twenty (20) years then next ensuing, said lease being under the following terms and conditions:

1. The District yielding and paying unto the said City the total



rental of Twenty Dollars (\$20.00) for the term of twenty (20) years, said sum to be payable as follows:

- a. \$1.00 payable upon the execution and delivery of this Lease, which sum is to cover the yearly rental for the first year of this Lease and \$1.00 on the 6th day of ^{MAY} April, A. D. 1960, and \$1.00 on the _____ day of April of each and every year during the remainder of the term of this Lease.

2. It is further understood and agreed by and between the City and the District that the District will:

- a. Use said premises for a headquarters building for said District.
- b. Pay the rent herein reserved at the time and in the manner as stated herein.
- c. Make no improper, unlawful or offensive use of said premises.
- d. Will pay any and all charges for gas, electricity, water, garbage disposal, and fuel, if any, and all installation charges for same.
- e. At its own expense, keep and maintain all plumbing and pumps, if any there be, and maintain and keep clean the premises.
- f. Permit the City or its agent to enter upon the leased premises at all reasonable times for the purpose of viewing and inspecting the condition thereof.
- g. During the term of this Lease, save and keep the City harmless against any and all liability resulting from injuries to person or property on or about the leased premises by reason of its occupancy or use thereof and will carry the necessary public liability insurance for said purpose.
- h. At the expiration of the term of this lease, without demand, quietly and peaceably deliver up full possession of said premises in as good condition as they now are, damage or destruction by fire and the elements only excepted.

3. The City hereby covenants with the District that upon the performance by the District of the covenants and agreements hereinbefore set forth, the City will permit the District to quietly hold and enjoy the demised premises without any interruptions by the City or by any person or persons claiming by, through or under it.

4. It is mutually understood, covenanted and agreed by and between the parties hereto as follows:

a. That default on the part of the District for a period of thirty (30) days in making any of the payments of rent herein reserved from the date the same shall severally become due and payable shall immediately and thereupon terminate any and all of the rights of the District under this Lease.

5. In the event the District ceases to use the leased premises for a headquarters for said District, this Lease shall at that time become null and void and of no force and effect and the City shall have the right to reenter and take full possession of said premises without any Court action, and all capital improvements, including buildings, shall revert to the City.

6. The District hereby agrees that it will indemnify the City and hold the said City harmless against and from any and all liability resulting from injuries to persons or property in or about the leased premises by reason of any accident connected in any manner with the operation thereof by the District and will procure adequate public liability insurance therefor.

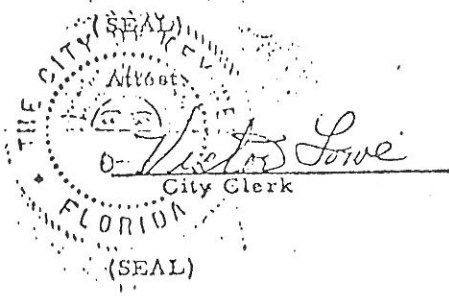
IN WITNESS WHEREOF, the City has caused this Lease to be executed in its behalf by its Mayor and the corporate seal of said City to be hereunto affixed and attested by its City Clerk, and the District has caused this Lease to be executed in its behalf by the Chairman of its Board of Commissioners and its seal to be hereunto affixed, attested by its Secretary, all as of the 6th day of MAY, A. D. 1959.

THE CITY OF KEY WEST, FLORIDA

By: Alvin Carlos
Mayor.

MONROE COUNTY ANTI-MOSQUITO DISTRICT

By: Albert W. Woodley
Vice Chairman.



Attest: Calvin B. ...
Secretary.

STATE OF FLORIDA

COUNTY OF MONROE

Before me, the undersigned Norman P. Curtman, a Notary Public at Large, personally came Dr. Delio Cobo and Victor Lowe, to me personally known to be the individuals described in and who executed the foregoing Lease and to be respectively the Mayor and City Clerk of The City of Key West, Florida, a municipal corporation in Monroe County, Florida, and each of them, the said Dr. Delio Cobo, as Mayor, and Victor Lowe, as City Clerk of said The City of Key West, Florida, did acknowledge to me that he executed said instrument in behalf of and as the free act and deed of said The City of Key West, Florida, for the uses and purposes therein set forth and each acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of April, A. D. 1959, at Key West, said County and State.

Norman P. Curtman
Notary Public, State of Florida at Large
Notary Public, State of Florida at Large
My commission expires Dec. 18, 1961
Bonded by Mass. Bonding & Insurance Co

(Seal)

STATE OF FLORIDA,

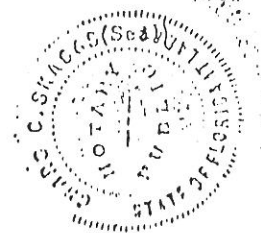
COUNTY OF MONROE,

Before me, the undersigned Charo C. Skaggs, a Notary Public, State of Florida at Large, personally came Albert W. Moeller and Clyde C. Jordan to me personally known to be the individuals described in and who executed the foregoing Lease and to be respectively Vice Chairman of the Board of Commissioners and Secretary of the Monroe County Anti-Mosquito District, a political subdivision of the State of Florida, and each of them, the said Albert W. Moeller and Clyde C. Jordan, did acknowledge to me that he executed the said instrument in behalf of and as the free act and deed of said Monroe County Anti-Mosquito District for the uses and purposes therein set forth and each acknowledged the same to be his true and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of May, A. D. 1959, at Key West, said County and State.

Charo C. Skaggs
Notary Public, State of Florida at Large.

My commission expires: 8-15-62
71556



RECORDED IN OFFICIAL RECORD BOOK
MONROE COUNTY, FLORIDA
✓ EARL R. ADAMS
CLERK OF CIRCUIT COURT
RECORD VERIFIED

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

6/2/94

PRODUCER
AMMIA, Inc., a Risk Retention "Purchasing Group" qualified under the Risk Retention Act of 1986; Federal Law 97.45
 12730 New Brittany Blvd, Suite 304
 Ft. Myers, FL 33907-3646

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A **HOMESTEAD INSURANCE COMPANY**
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
MONROE COUNTY MOSQUITO CONTROL DISTRICT
 5224 JUNIOR COLLEGE RD
 KEY WEST, FL 33040

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	ML-0027	10/1/93	10/1/94	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ N/A
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ N/A
					MED EXP (Any one person) \$ N/A
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Mosquito Control Services

CERTIFICATE HOLDER

ATTN: JOSEPHINE PARKER
 CITY OF KEY WEST
 CITY HALL/ANGELA ST
 KEY WEST FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AMMIA, INC