

RESOLUTION NO. 02-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED LEASE BETWEEN THE CITY AND FLORIDA KEYS MOSQUITO CONTROL DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission, pursuant to section 1.27(e) of the Code of Ordinances, must approve this lease renewal by a supermajority vote due to a rental amount at less than market rate. *NOT Renewal*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached lease between the City and Florida Keys Mosquito Control District is hereby approved.

Section 2: That 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 7th day of May, 2002.

Authenticated by the presiding officer and Clerk of the Commission on May 7, 2002.

Filed with the Clerk May 8, 2002.

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

Jimmy Weekley
JIMMY WEEKLEY, MAYOR

LEASE

THIS LEASE AGREEMENT is made and entered into, this 7th day of

May, 2002, by and between the CITY OF KEY WEST, FLORIDA (hereinafter "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 the FLORIDA KEYS MOSQUITO CONTROL DISTRICT f/k/a the MONROE COUNTY MOSQUITO CONTROL DISTRICT (hereinafter "DISTRICT"), a political subdivision of the State of Florida,

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

Parcel B: Being a part of land located on Stock Island, City of Key West, Monroe County, Florida and being more particularly described as follows:
Commencing at coordinates of which are N 87,107.701 and E 251,328.207, based on the United States Coast and Geodetic Survey Mercator Grid Coordinate System which has for its zero coordinate a point of latitude 24'20'00" North and 500,000 feet west of longitude 81'00'00" West, said point being the intersection of the Easterly Right-of-Way Line of Junior College Road and the Northerly Right-of-Way of U.S. Highway No. 1 (State Road No. 5), at the Westerly end of Junior College Road; thence along the Easterly and Southerly new Right-of-Way Line of Junior College Road for the following seven (7) metes and bounds; thence N.19°01'57"W., a distance of 36.16 feet to the point of curvature of a curve to the left, having: a radius of 265.00 feet, a central angle of 35°06'00", a chord bearing of N.36°34'57"W. and a chord length of 159.82 feet; thence along the arc of said curve, an arc length of

162.34 feet to the point of tangency of said curve; thence N.54'07'57"W., a distance of 272.58 feet to the point of curvature of a curve to the right, having: a radius of 361.02 feet, a central angle of 14'25'40", a chord bearing of N.46'55'07"W. and a chord length of 90.67 feet; thence along the arc of said curve, an arc length of 90.91 feet to the point of tangency of said curve thence curve to the right, having a radius of 446.85 feet, a central angle of 62'35'30", a chord bearing of N.08'24'32"W. and a chord length of 464.24 feet; thence along the arc of said curve, an arc length of 488.15 feet to the point of tangency of said curve; thence N.22'53'13"E., a distance of 286.56 feet; thence S.70'12'57"E., and leaving the said Southerly Right-of-Way Line of Junior College Road a distance of 86.57 feet to the Point of Beginning; thence S.70'12'57"E., a distance of 74.00 feet; thence S.19'47'03"W., a distance of 150.00 feet; thence N.70'12'57"W., a distance of 74.00 feet; thence N.19'47'03"E., a distance of 150.00 feet to the Point of Beginning. (Parcel contains 11100 square feet or 0.25 acres, more or less.)

TO HAVE AND TO HOLD the premises as aforesaid unto the said DISTRICT from the 6th day of May, 2002, for a term of ten (10) years; this Lease being under the following terms and conditions:

1. The DISTRICT yielding and paying unto the said CITY, the total rental of \$10.00 for ten (10) 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 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 covered parking and placement of a protective property fence 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 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 peacefully, deliver 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 covered parking and placement of a property fence 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 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 District has caused this Lease to be executed by its Director, all as of the date first written above.

STATE OF FLORIDA

SS.

COUNTY OF MONROE

BEFORE ME, the undersigned, a Notary Public at Large, personally came Jimmy Weekley, to me personally and is personally known to me or has produced personally known as identification, did acknowledge to me that he/she executed said instrument on behalf of the City of Key West, Florida.

Jimmy Weekley
JIMMY WEEKLEY, MAYOR
CITY OF KEY WEST, FLORIDA

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of May, 2002.

Vivian Perez
NOTARY
My commission expires:



Vivian Perez
MY COMMISSION # CC991212 EXPIRES
April 9, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Attest: Cheryl Smith
City Clerk

STATE OF FLORIDA

SS.

COUNTY OF MONROE

BEFORE ME, the undersigned, a Notary Public at Large, personally came Edsel Fussell, to me personally and is personally known to me or has produced LNL F240 213 552480 as identification, did acknowledge to me that he executed said instrument on behalf of the Florida Keys Mosquito Control District.

Edsel M. Fussell
EDEL FUSSELL, DIRECTOR
FLORIDA KEYS MOSQUITO
CONTROL DISTRICT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of May, 2002.

Vivian Perez
NOTARY
My commission expires:



Vivian Perez
MY COMMISSION # CC991212 EXPIRES
April 9, 2005
BONDED THRU TROY FAIN INSURANCE, INC.