

A RESOLUTION AUTHORIZING THE EXECUTION OF A 99-YEAR LEASE AGREEMENT BETWEEN THE CITY OF KEY WEST, FLORIDA AND THE COUNTY OF MONROE; PROVIDING AN EFFECTIVE DATE.

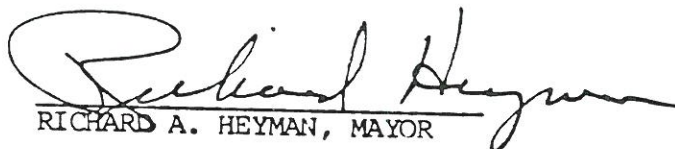
BE IT RESOLVED by the City Commission of the City of Key West, Florida.

Section 1. That the attached 99-Year Lease Agreement between the City of Key West, Florida and the County of Monroe be and the same is hereby approved, provided that the leased property shall not include land under the building or trailer currently occupied by Billie Cheek. The Mayor of the City of Key West be and he is hereby authorized, empowered, and directed to execute the said 99-Year Lease Agreement on behalf of the City of Key West, and the City Clerk of said City be and she is hereby authorized, empowered, and directed to attest the signatures of the said Mayor on the said 99-Year Lease Agreement and affix the Seal of the City thereto. The execution of said 99-Year Lease Agreement is hereby directed to be made in as many counterparts as may be desired or necessary.


Section 2. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this

12th day of November, 1985.

  
RICHARD A. HEYMAN, MAYOR

ATTEST:

  
JOSEPHINE PARKER, CITY CLERK

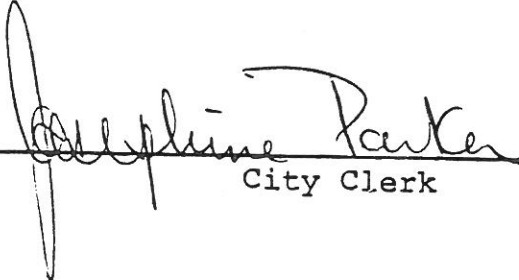
STATE OF FLORIDA)

COUNTY OF MONROE) ss.

CITY OF KEY WEST)

I, Josephine Parker, Clerk of the City of Key West, Florida, do hereby certify the foregoing and attached to be a true and correct copy of Resolution No. 85-224, passed and adopted by the City Commission of the City of Key West, Florida, on the 12th day of November, 1985.

WITNESS my hand and the official Seal of the City of Key West, Florida, this 7th day of January, 1986.

  
\_\_\_\_\_  
City Clerk

RESOLUTION NO. 045 -1986

A RESOLUTION AMENDING RESOLUTION NO. 348-1985  
OF MONROE COUNTY, FLORIDA.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

1. That the Lease Agreement entered into and approved by the Mayor and Chairman of the Board, as evidenced by Resolution No. 348-1985, being that certain 99-Year Lease Agreement by and between the County and the City of Key West relating to the Animal Shelter, shall be amended.

2. That said amendment shall be as follows; that as part of the 99-Year Lease Agreement, Section 1 of the said Lease heretofore adopted shall be amended to provide the following phrase of the description in paragraph 1 to follow the phrase "Point of Beginning", to-wit:

"that excepting from any land described herein, the building or trailer currently occupied by Billie Cheek, which property shall not be included in this lease agreement."

3. That in all respects the Lease Agreement referred to herein as approved by Resolution No. 348-1985 shall remain in full force and effect as written.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 7th day of February, A.D. 1986.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By Wilhelmina Harvey  
Mayor/Chairman

RESOLUTION NO. 348 -1985

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CHAIRMAN OF THE BOARD TO EXECUTE A 99-YEAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF KEY WEST, FLORIDA, AND COUNTY OF MONROE, PROVIDING FOR THE OPERATION OF AN ANIMAL CONTROL FACILITY.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Mayor and Chairman of the Board is hereby authorized to execute a 99-Year Lease Agreement by and between the City of Key West, Florida, and County of Monroe, a copy of the same being attached hereto, providing for the operation of an Animal Control Facility.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 20th day of December, A.D. 1985.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By Wilhelmina Hawley  
Mayor/Chairman

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Danny L. Kolhage, D.C.  
CLERK

99-YEAR LEASE AGREEMENT

THIS INDENTURE made and entered into as of the 20th day of December, A.D. 1985 between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the first part, hereinafter designated as the Lessor, and County of Monroe, a political subdivision fo the State of Florida, party of the second part, hereinafter designed as the Lessee,

W I T N E S S E T H:

1. The first party hereto in consideration of the rents hereinafter reserved under the covenants and agreements hereinafter expressed in the party of the second part, to be kept, performed and fulfilled, has demised and leased under the Lease all of the following described property situated in lying in being in Monroe County, State of Florida, to wit: A parcel of land on Stock Island, Monroe County, Florida, and described by metes and bounds as follows:

From the intersection of the centerline of the south land of U.S. Highway No. 1 and the easterly abutment of the Cow Key Channel Bridge go North 71 Degrees 19 Minutes East a distance of 300 feet to a point of intersection with the approximate centerline of Country Club Road; thence along said approximate centerline North 19 degrees 51 Minutes West a distance of 330 feet to Point #1; thence North 39 Degrees 18 Minutes West a distance of 300 feet to Point #2; thence North 30 Degrees 29 Minutes West a distance of 265 feet to Point #3; thence North 03 Degrees 13 Minutes West a distance of 152 feet of Point #4; thence North 20 Degrees 08 Minutes East a distance of 600 feet to Point #5; thence South 69 Degrees 52 Minutes East, 28.8 feet to the Point of Beginning of the parcel of land herein described; thence continue South 69 Degrees 52 Minutes East, along a cyclone fence, 145.7 feet to a point; thence South 30 Degrees 08 Minutes West, along a cyclone fence, 19.1 feet to a point; thence North 83 Degrees 08 Minutes West, along a cyclone fence, 36.7 feet to a point; thence South 20 Degrees 08 Minutes West, along a cyclone fence, 120.1 feet to a point; thence North 69 Degrees 52 Minutes West, along a cyclone fence, 119.4 feet to a point; thence Northeasterly, along a cyclone fence, 149.2 feet back to the Point of Beginning, but excepting from any land described herein the building or



To have and to hold the above-described property under the Lease for and during the term of 99 years commencing on the 12th day of November, A.D. 1985 and ending on the 11th day of November, A.D. 2084.

2. The Lessee in consideration of the entering into the Lease of the property aforesaid does hereby covenant and agree with the Lessor to pay rent as follows:

The Lessee covenants and agrees to pay the Lessor rent for said demised premises during the demised term of 99 years. The yearly rental of \$10.00 (ten dollars), which is due on the 12th day of November, of every year of the said demised term.

3. The County will continue to operate the Animal Control Facility.

4. The County agrees to maintain the animal control program and enforce the animal control ordinances of the parties herein.

5. In so far as the provisions thereof are not inconsistent with this interlocal agreement, the City of Key West and Monroe County do ratify and affirm and agree to continue the provisions of the Joint Participation Agreement between them, entered into on May 16, 1978. As further consideration for the leasing and demising aforesaid, the Lessee further covenants, promises, and agrees to develop and maintain the premises as an animal control shelter and shall rebuild, repair, and reconstruct the animal control facilities located on Junior College Road, Stock Island, Florida.

6. It is hereby covenanted, stipulated, and agreed by, for, and between the parties hereto that there shall be no mechanics liens upon any improvements which may anytime be put upon or be upon the demised property; that in case of mechanics liens, the Lessee must pay off the same, and that if default and payment thereof should continue for 30 days after written notice, the Lessor shall have the right and privilege at its option to pay off the same or any portion of the

option be additional rent due from the said Lessee at the next rent due after such payment.

7. Lessee hereby further covenants and agrees to use said premises for the sole purpose of an animal shelter and related and associated uses.

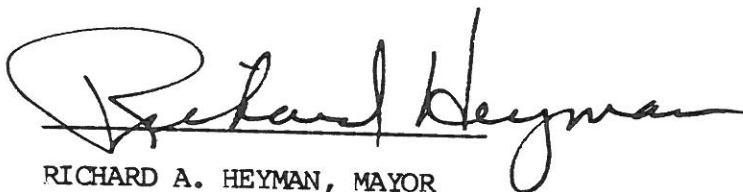
8. it is expressly covenanted between the parties that the Lessee will keep and save the Lessor forever harmless from any penalty and damage or charges imposed for any violation of any laws where occasioned by the neglect of Lessee; and that such Lessee will indemnify and save and keep harmless the Lessor against from any costs, lost, damages or expense arising out of any accidents or other occurrence causing injury to any person or property whomsoever, whatsoever, and to directly or indirectly to the the use of premises or any part thereof, by the Lessee. The Lessee shall secure at its own expense from an approved insurance company the following described insurance coverage which will protect the legal liability to the Lessor and Lessee, to pay for the coverage which will protect the Lessor and the Lessee from any claims of personal injury or damage which might arise out of or in connection with the conduct of the Animal Shelter or any act or acts of Lessee's agents and invitees or employees. Minimum limits of such policy shall be \$50,000 for one person or \$100,000 for more than one person arising out of one accident and property damage maximum of \$5,000.00.

9. It is fully understood and agreed by and between the parties hereto that it is the condition of this Lease that any improvements upon said premises, at the termination of the demised term providing that this Lease is not sooner terminated, shall become the exclusive property of the City of Key West, Florida, without any instrument or conveyance from said Lessee to Lessor.

IN WITNESS WHEREOF, the Lessor is called these presents to be executed in the name by its Mayor and Common seal affixed and attested by the City Clerk and the Lessee caused these presents in the name of

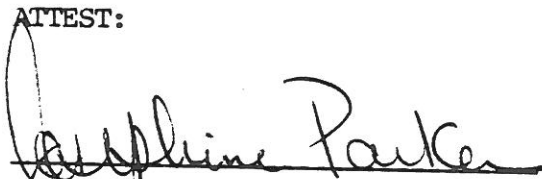
the Clerk of the Circuit Court of Monroe County, ex officio Clerk of the Board of County Commissioners, all as of the day and year first above written and executed in duplicate.

CITY OF KEY WEST, FLORIDA


  
RICHARD A. HEYMAN, MAYOR

(SEAL)

ATTEST:

  
JOSEPHINE PARKER, CITY CLERK

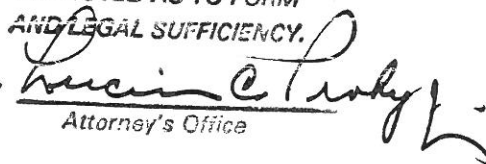
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

  
MAYOR/CHAIRMAN

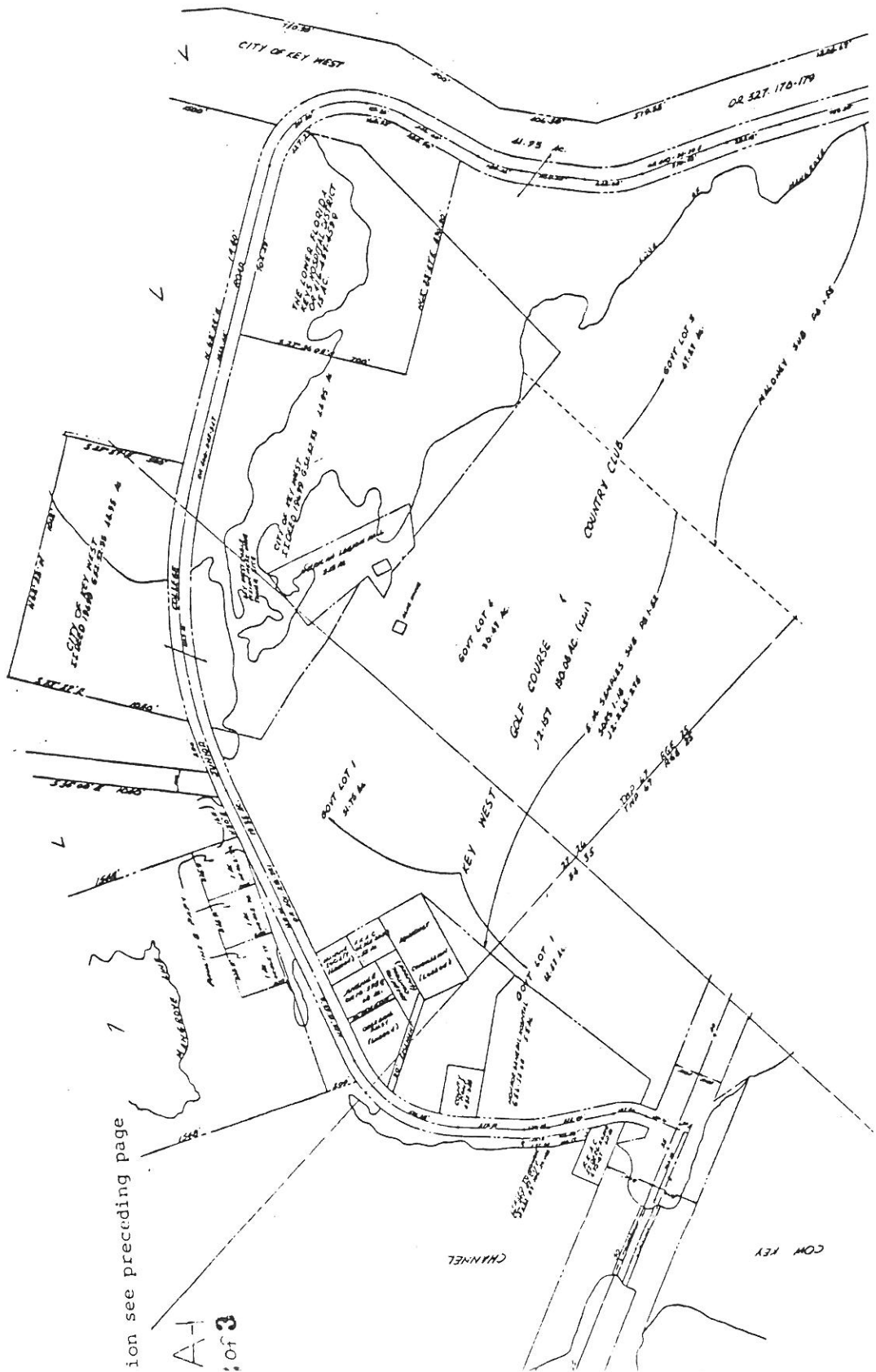
(SEAL)

ATTEST: DANNY L. KOLHAGE, Clerk

  
CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.  
BY   
Attorney's Office

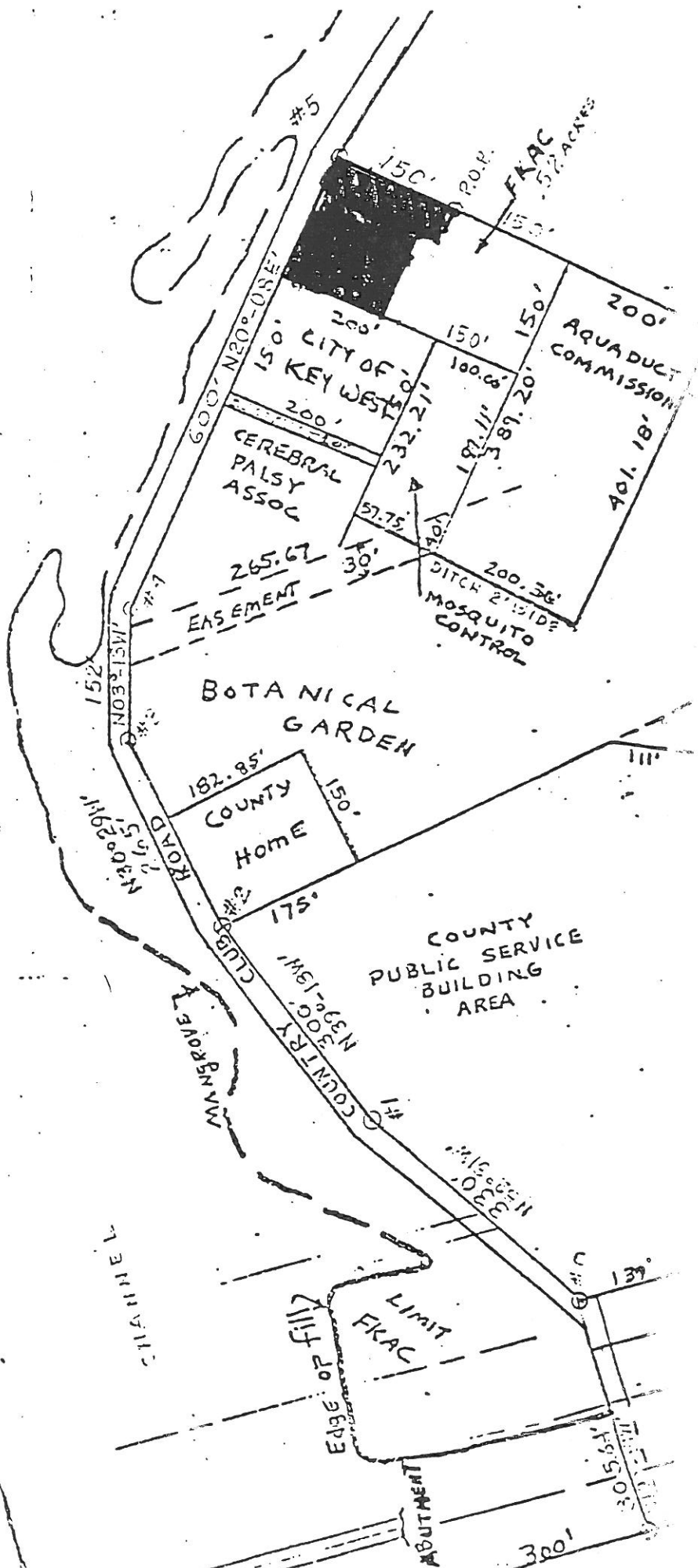




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WEST END-STOCK ISLAND  
NORTH OF U.S. No. 1

*Yellow  
mark*



COUNTRY CLUB ROAD 38.8'

150'

CITY OF  
KEY WEST

172'

DIRT ROAD

149.2'  
CITY OF KEY WEST-LEASED TO.

HUMANE

(ANIMAL CONTROL)

SOCIETY

119.4'

145.7'

120.1'

CHAIN LINK FENCE

35' F.K.A.A. PIPE STORAGE

37.7'

19.1'

FIELD SKETCH  
HUMANE SOCIETY

WATER TANK

MOSQUITO CONTROL

DEEDED TO AQUADUCT COMMISSION