

LEASE AGREEMENT

NO. 2377

THIS AGREEMENT, made and entered into by and between the State of Florida Board of Trustees of the Internal Improvement Trust Fund, hereinafter called the Lessor, and Nassau County, Florida, hereinafter called the Lessee;

WITNESSETH:

That the Lessor does hereby let and lease unto the Lessee for use by its Road Department that certain property lying, situate and being in Nassau County, Florida, to wit:

Being a part of lands deeded to State Road Department by David L. Higginbotham and Seillesse Higginbotham, his wife, on May 4, 1935, recorded in Deed Book 87, pages 42, 43 and 44, Public Records of Nassau County, Florida:

That part of said lands described as follows:

Commencing at the intersection of the North right of way line of the Seaboard Coast Line Railroad with the East line of the Southwest Quarter of Section 42, Francis Wood Donation, Township 2 North, Range 25 East, and run thence South 68°43' West along the North right of way line of said railroad, 329.58 feet to Point of Beginning; continue thence South 68°43' West 380.82 feet, thence North 0°00' East 633.6 feet; thence North 65°09' East 729.5 feet to said East line of SW¼ of Section 42; thence South 0°00' West 167.0 feet; thence North 74°00' West 193.0 feet; thence South 63°43' West 114.00 feet; thence South 26°17' East 72.08 feet; thence North 88°30' East 36.43 feet; thence South 0°52' East 190.49 feet; thence South 89°08' West 79.00 feet; thence South 1°45' West 382.23 feet to Point of Beginning.

Containing 6.259 acres, more or less.

TO HAVE AND TO HOLD on a year to year basis beginning on the 1st day of March, 1969, paying therefor rent of \$100 per year, payable in advance to Lessor at Tallahassee, Florida.

1. Lessee hereby covenants and agrees to pay said rent at the time and place and in the manner aforesaid upon receipt of an invoice from the Lessor for same.

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

APPROVED AS TO FORM AND LEGALITY
TRUSTEES I. I. TRUST FUND - LEGAL

BY J. A. Ballinger 1. 1969
11/13/69

2. Lessee agrees that it will not, without the previous written consent of the lessors or their successors in office, assign, sublease, or part with the possession or control of the said premises or any part thereof.

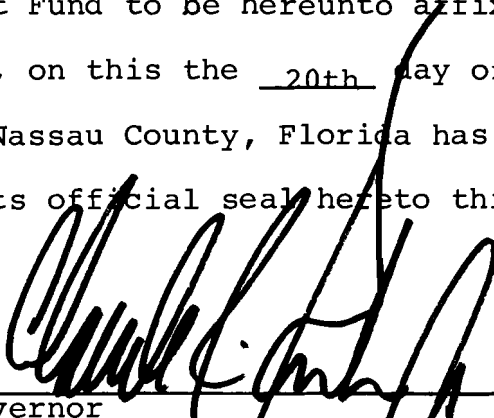
3. Lessee will give thirty days' written notice of its intention to vacate said premises.

4. Lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and/or State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

This lease agreement is effective, subject, however, to the automatic reversion to the lessor, all lands described herein and the cessation and termination of this lease agreement when, in the opinion of the lessor, said lands are not utilized for the purposes outlined in this lease agreement; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the grantee.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 20th day of November, A. D. 1969, and Nassau County, Florida has duly executed same, and has affixed its official seal hereto this 13th day of January, A. D. ~~1969~~ ¹⁹⁷⁰.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND


Governor


Secretary of State

Earl Faircloth
Attorney General

Fred Dickinson
Comptroller

Bronson Williams
Treasurer

Walter T. Christian
Commissioner of Education

Dark Comer
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

NASSAU COUNTY, FLORIDA

Signed and Sealed in the presence of:

BY: James S. Stevens
Chairman, Board of County Commissioners of Nassau County, Florida

Margie Johnson

[Signature]
WITNESSES

ATTEST: D. O. Oxley
Clerk of the Circuit Court and ex officio Clerk of the Board of County Commissioners of Nassau County, Florida

STATE OF FLORIDA
COUNTY OF NASSAU

BEFORE ME, the undersigned authority, this day personally appeared James S. Stevens and D. O. Oxley, Chairman and Clerk of the Circuit Court and ex officio clerk of the Board of County Commissioners of Nassau County, Florida, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said County, and the said instrument is the act and deed of said County.

WITNESS my hand and official seal this 13th day of January, 1969.70.

(N. P. Seal).

[Signature]
Notary Public, State of Florida at Large.
Notary Public, State of Florida at Large
My commission expires Dec. 26, 1971.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

MICHAEL O. O'NEIL, SECRETARY

Lake City, Florida
December 10, 1969

Mr. D. O. Oxley
Clerk of Circuit Court
Nassau County
Box 456
Fernandina Beach, Florida 32034

RE: Callahan Prison Camp and Maintenance Yard

Dear Mr. Oxley:

Enclosed is the original and one copy of the Lease Agreement made between Trustees of the Internal Improvement Fund and Nassau County in regards to the former Prison Camp and Maintenance Yard near Callahan.

Please have this Agreement executed by the Board of County Commissioners, retaining the original and return the copy to this office. Your prompt attention will be appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. L. Wilson".

C. L. Wilson
District Administrator
Property Management and
Outdoor Advertising Section

CLW:ph

Enclosure