

**RESOLUTION APPROVING LEASE AGREEMENT
BETWEEN THE TRUSTEES OF THE INTERNAL
IMPROVEMENT FUND AND NASSAU COUNTY,
FLORIDA.**

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has requested the State Road Department of Florida to relinquish all or a portion of the State Road Department Maintenance Camp located at Callahan, Florida, and

WHEREAS, the State Road Department has determined that such request can be complied with as to a portion of said Camp Site to be used by Nassau County in connection with its road building program, and

WHEREAS, the Board of County Commissioners contemplates the use of said property for the storage of equipment and materials necessary to the County's road paving program now under way, and

WHEREAS, this Board has examined the proposed Lease Agreement submitted by the Trustees of the Internal Improvement Fund for approximately 6.259 acres of said Camp Site and the Board being agreeable to the terms of said Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, in meeting duly assembled, that this Board does hereby approve the form and the terms of the Lease Agreement submitted by the Trustees of the Internal Improvement Fund between said Trustees and Nassau County, and the Board does hereby authorize the execution of such Lease Agreement by the Chairman of this Board and the Clerk of the Circuit Court as Ex Officio Clerk of this Board, on behalf of the Board of County Commissioners of Nassau County, Florida.

ADOPTED this 11th day of February, A.D. 1969.

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA.

ATTEST:

By: *Harry Pool*
As Its Chairman

Boopler
As Ex Officio Clerk

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of February, 1969, by and between the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, hereinafter called the Lessor, and NASSAU COUNTY, FLORIDA, hereinafter called the Lessee;

W I T N E S S E T H:

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.

STATE ROAD DEPARTMENT OF FLORIDA
DIVISION OF RIGHTS OF WAY
DESCRIPTION APPROVED

The Lessee does hereby covenant and agree with the Lessor that it will:

1. Pay said rent at the time and place and in the manner aforesaid upon receipt of an invoice from the Lessor for same.
2. Not assign this Lease, nor underlet said premises, nor any part thereof, without the written consent of the Lessor.
3. Lessee will give thirty days' written notice of its intention to vacate said premises.
4. The Lessee hereby agrees to indemnify, defend, save and hold harmless the Lessor from any claims, demands or liabilities of any nature whatsoever arising out of or because of this Lease.
5. In the event this property ceases to be used for county road department purposes, then in that event this property shall automatically revert to the Lessor.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

WITNESSES:

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

	BY:		(SEAL)
		Governor	
As to the Lessor			(SEAL)
		Secretary of State	
			(SEAL)
		Attorney General	
			(SEAL)
		Comptroller	
			(SEAL)
		State Treasurer	
			(SEAL)
		Superintendent of Public Instruction	
			(SEAL)
		Commissioner of Agriculture	

As and constituting the Trustees of the Internal Improvement Fund.

Margie Johnson
[Signature]
 As to the Lessee

BY: Harry Poole
 Chairman, Board of County Commissioners of Nassau County.

ATTEST: [Signature]
 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 Harry Poole 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 11th day of February, 1969.

(Notarial Seal)

[Signature]
Notary Public - State of Florida at Large

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

