

192202

NOV 17 1977

COUNTY: Indian River
SECTION: 88010-2110
STATE ROAD: 5
PARCEL NO: Part Parcel No. 219

LEASE AGREEMENT

Lucy Rizzo
THIS AGREEMENT, made this 20th day of September,

19 77, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the Lessor and INDIAN RIVER COUNTY, FLORIDA, hereinafter called the Lessee.

W I T N E S S E T H :

WHEREAS, the Lessee is prepared to assume from the Lessor full responsibility for operation and maintenance of the hereinafter described Lessor property for park purposes, to the advantage of both parties and the public.

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. The Lessor does hereby lease to the Lessee the property described in Exhibit "A", attached hereto and made a part hereof, for a period of 15 years or until such time as this Agreement is terminated in accordance with the provisions herein.

2. The Lessee shall use the property exclusively for park purposes and if at any time such use should cease, this Agreement shall terminate upon formal notice in writing from the Lessor to the Lessee of such termination. The obligations of the Lessee under this Agreement shall continue in effect until the date specified in said termination notice.

3. The Lessee shall obtain Lessor's approval prior to constructing or placing any improvement on the leased land. Upon termination of this Lease for any reason all improvements placed upon the premises by the Lessee shall be removed and the property restored as nearly as practical to its present condition at no cost to the Lessor.

4. The Lessee shall indemnify, defend, save and hold harmless the Lessor from any damages, claims, demands, suits and liabilities of any nature arising out of, because of, or due to any accident, happening or occurrence on the leased property.

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EXHIBIT "A"

PARCEL NO. 219-PART

SECTION 88010-2110

That part of the NW 1/4 of the NW 1/4 and that part of Government Lot 2, in Section 25, Township 30 South, Range 38 East, Indian River County, Florida; said part being more particularly described as follows:

BEGIN at the Northeast Corner of the Northwest 1/4 of the Northwest 1/4 of said Section 25; thence N 89°54'39" W along the North line of said Section 25 a distance of 25.47 feet; thence S 15°15'59" E along a line 30 feet Easterly of and parallel with the Baseline of Survey for State Road 5 a distance of 221.68 feet to the beginning of a curve concave Northeasterly; thence run Southeasterly along said curve having a radius of 54 feet, having a central angle of 82°09'46" an arc distance of 77.44 feet to a point of reverse curvature; thence Southeasterly along said reverse curve having a radius of 298.01 feet, through a central angle of 25°08'52" an arc distance of 130.80 feet to the END of said curve; thence N 29°19'01" E a distance of 22.33 feet to a point on a curve concave Northeasterly; having a tangent bearing of N 55°23'46" W through said point; thence Northwesterly along said curve having a radius of 786.02 feet, having a central angle of 24°35'32" an arc distance of 337.37 feet to a point on the North line of said Section 25 and the North line of said Government Lot 2; thence N 89°54'39" W along said North line a distance of 3.46 feet to the POINT OF BEGINNING.

Containing 24,273.40 square feet or 0.557 of an acre, more or less.

All as shown on the Right-of-Way Map for S.R. 5, Section 88010-2110, Indian River County, Florida.

5. The Lessee shall not assign this lease or sublet any portion of the leased property and in no event shall permit any commercial use. The term "commercial use" as here employed specifically includes advertising signs.

6. If the Lessor at any time shall have need for any part of the leased property for transportation purposes, Lessor may terminate this Lease as to such part on 60 days notice to the Lessee. Upon notice of termination, Lessee shall immediately remove at the Lessee's expense any improvements placed by the Lessee within the area needed for transportation purposes and shall restore the land to its original condition.

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

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

BY: Billy G. Tillam
Director of Administration

ATTEST: Candy Bunch (SEAL)
Executive Secretary

INDIAN RIVER COUNTY, FLORIDA

BY: William C. Woodtop
Chairman
TITLE: Board of County Commissioners

ATTEST: Dickie (Duff) (SEAL)
TITLE: Clerk

RECEIVED AND EXECUTED
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
[Signature]