

STATE OF FLORIDA

COUNTY OF ESCAMBIA

LEASE

This agreement made and entered into this 14 day of August, 1961, by and between the City of Pensacola, a municipal corporation acting by and through its duly constituted officers, the Lessor, and Pensacola Federation of Garden Clubs, Inc., a corporation not for profit, Lessee.

WHEREAS, the Lessor is a municipal corporation holding title to certain real estate hereinafter described, and

WHEREAS, the Lessee desires to construct and maintain a garden club center for the beautification of the City of Pensacola and for the use thereof under the sole auspices and supervision of the Pensacola Federation of Garden Clubs, Inc. for the purpose of promoting civic beauty and roadside improvement, advancing the fine art of gardening, the study of horticulture, the artistic use of plant materials and to work in cooperation with other agencies and residents in the interest of the City of Pensacola and of the public generally in horticulture and conservation;

NOW, THEREFORE, this agreement witnesseth:

1. TERM. The City of Pensacola, Lessor, a municipal corporation of the State of Florida, has leased unto the Pensacola Federation of Garden Clubs, Inc., a corporation not for profit, the Lessee, that certain property located in the City of Pensacola, Escambia County, Florida, and described as follows, to-wit:

Should Read
"Block 222"

All of Block 217, New City Tract, City of Pensacola, according to map of the said City copyrighted by Thomas C. Watson in 1906, less and except the right of way of Fairnie Drive and also less and except the South 70 feet of Lots 11, 12 and 13,

for a period of thirty years from January 1, 1961, at an annual rental of One Dollar (\$1.00) per year payable in advance.

2. RENEWAL. It is agreed by and between the Lessor and the Lessee that so long as the remaining terms of this lease



are complied with, the Lessee shall have the option of renewing this lease for an additional thirty year term upon the same terms and conditions by giving to Lessor notice in writing of intention to renew not less than six months prior to the expiration of the primary term of this lease.

3. USE OF PROPERTY. In consideration of the above lease by the Lessor to the Lessee, it is hereby covenanted by the Lessee that it will utilize the premises above described for the terms of this lease as a Garden Club Center for the uses and purposes set forth in the preamble hereof, and it is further covenanted and agreed that if the Lessee shall fail to utilize said premises for the uses and purposes herein expressed during the term of this lease and any renewals thereof, that the said property shall revert to the Lessor within six months from date of the failure to use said premises for such purposes, and all payments heretofore made by the Lessee shall be construed and be determined as liquidated damages.

4. CONSTRUCTION OF GARDEN CENTER. It is further covenanted and agreed that the Lessee shall construct upon the property at a location to be designated by the Lessee a Garden Center building of first quality construction which shall meet with the approval of the Lessor within four years from this date, and it is agreed that if such a center has not been substantially completed within said period of time, the property shall at the expiration thereof revert to the Lessor. Lessor agrees not to unreasonably withhold approval of proposed improvements.

5. MAINTENANCE AND CONTROL. Lessee shall have full control of and access to the proposed premises and Garden Club Center building and shall be responsible for the maintenance in good condition of any structures to be placed thereon by Lessee.

Lessee covenants that it will at all times during the term of this lease or any renewal thereof, maintain the building in first class condition so that it will present a pleasing appearance to the public.

6. ASSIGNMENT AND MORTGAGE. It is further covenanted and agreed that this lease shall not be assigned or sublet nor any part or portion of the premises assigned, leased, or sublet without the written consent of the Lessor; it is further agreed for and in the above consideration that the leased premises and any improvements placed thereon shall be maintained by the Lessee in good repair and order (ordinary wear, tear and damages excepted).

Lessor agrees that the interest of the Lessee in this lease and the improvements placed on the leased property by the Lessee may be hypothecated in order to obtain funds for the construction of the Garden Center Building referred to herein, provided the indebtedness does not exceed 60% of the value of the improvements constructed thereon. The Lessor agrees to subordinate its right of reversion contained in Paragraph 3 hereof to the rights of a mortgagee under such a first mortgage loan obtained for the purpose of financing the construction of a Garden Club building on the premises.

7. TITLE AT TERMINATION. It is mutually agreed between the parties that after the expiration of this lease and any renewals thereof, title to the leased premises and all permanent improvements thereon shall vest in the City of Pensacola.

8. AUTHORITY. This lease is given pursuant to resolution No. 13-61 adopted by the City Council of the City of Pensacola on the 27 day of April, 1961, a copy of said resolution having been published at the expense of the Lessee in accordance with Section 54, Chapter 15425, laws of Florida, Special Acts of 1931.

IN WITNESS WHEREOF, the said Lessor, a municipal corporation, in pursuance of due and legal action of the City Council, have executed these presents causing its name to be signed by its City Manager and its corporate seal to be affixed by its City Clerk-Comptroller this 14th day of August, 1961.

THE CITY OF PENSACOLA, A Municipal Corporation

ATTEST:

By

Frederick Mellen
City Manager

Charles H. Walker
City Clerk-Comptroller

IN WITNESS WHEREOF, the said corporation Lessee, in pursuance of due and legal action of its Board of Governors, has executed these presents causing its name to be signed by its president and its secretary and its corporate seal to be affixed hereto this 16th day of August, 1961.

PENSACOLA FEDERATION OF GARDEN CLUBS, INC.

ATTEST:

By

Mrs. W. H. Abbott
President

Lenice McRee
Secretary

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber duly commissioned to qualify and acting as a Notary Public in and for said State and County personally appeared ~~W.F. Churchill-Mellen, Jr.~~, and Charles H. Walker, City Clerk-Comptroller, known to me to be the individuals described by said names in and who executed the foregoing instrument and to be the City Manager and City Clerk-Comptroller respectively of the City of Pensacola, a municipal corporation, and acknowledged and declared that they as City Manager and City Clerk-Comptroller of said municipal corporation, and being duly authorized by it, signed its

815005

name and affixed its seal to and executed the said instrument for it
and as its act and deed.

Given under my hand and official seal this 14 day of
August, A.D., 1961.

Mabel M. Simpson
Notary Public

My commission expires: August 19, 1961