

LEASE AGREEMENT

WHEREAS, the LEESBURG BOATING CLUB, INC., a corporation organized and existing under the laws of the State of Florida as a non-profit corporation, has made application to the CITY OF LEESBURG, FLORIDA, for a lease upon certain property owned by the City of Leesburg and situate in said City, for the purpose of construction of a boating club house on said premises, and

WHEREAS, it appears to be to the best interest of the CITY OF LEESBURG, FLORIDA, to enter into such Agreement, and the said CITY OF LEESBURG, FLORIDA, passed a Resolution authorizing the proper City Officials to execute such Lease Agreement on the following premises to the LEESBURG BOATING CLUB, INC., under the terms and provisions set forth in said Resolution and incorporated therein, and set forth hereinafter,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That the CITY OF LEESBURG, FLORIDA, a municipal corporation organized and existing under Chapter 9820, Laws of Florida, Special Acts of 1923, and Acts of the Florida Legislature amendatory thereto, hereinafter referred to as the Lessor, and LEESBURG BOATING CLUB, INC., a corporation organized and existing under the Laws of Florida as a non-profit corporation, hereinafter referred to as Lessee, do hereby agree and become bound one to the other, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, receipt whereof is hereby acknowledged, as well as in consideration of the obligations and covenants herein contained, as follows:

1. The Lessor does hereby let and lease unto the Lessee the following described property, to wit:

From the Southwest corner of Block 45 of the City of Leesburg, according to the Official Map as recorded in Plat Book 2, page 19 of the Public Records of Lake County, Florida; run South along the projection of the East boundary of said Block 45 for a distance of 650 feet to the Point of Beg. of this description; from this P. O. B. run West for a distance of 98 ft.; thence run South for a distance of 95 ft., more or less, to the waters of the Lake Harris Yacht Basin; thence easterly along said waters for a distance of 140 ft., more or less; thence North for a distance of 75 ft., more or less; thence West for a distance of 42 ft. to the P. O. B.

2. *The term of this Lease shall be for thirty (30) years from the date hereof, with an option on the part of the Lessee to renew said Lease for an additional thirty years, upon giving written notice of its intention to renew not less than six (6) months before the expiration of the term of this Lease.*

3. *This lease shall not be subleased, or any part thereof, to any other individual or corporation without the written approval of the City of Leesburg, Florida.*

4. *The property referred to above shall be used exclusively by the Lessee as a boating club and facilities for a boating club, and for no other purpose.*

5. *In the event at any time the Charter of the Lessee should be revoked or said corporation should be dissolved, then this Lease shall immediately become null and void.*

6. *Lessee agrees to construct upon said premises a building to be used as a boating club house, and facilities appurtenant thereto, within one (1) year from this date, at a cost of not less than Twenty-four Thousand Dollars (\$24,000.00); and in the event said Lessee should fail to do so, then this Lease shall become null and void.*

7. *Lessee agrees that in no way at any time will it encumber, by lien or otherwise, the property subject to this Lease.*

8. *Lessee agrees that the beach area and any grounds around the proposed club house to be constructed, will be open to the public and the public shall have the right of free use thereof during the period of this Lease.*

9. *It is further agreed by and between the parties hereto that if Lessee wishes to build any marina or docks on said premises, Lessee has the right and authority to do so, provided that the general public has a right to the full use of those facilities constructed.*

10. Lessee agrees to purchase fire, accident and windstorm insurance upon the foregoing described premises in an amount to cover the value of said facilities and buildings, and agrees to purchase liability insurance in a sum of not less than \$100,000.00 to cover any accident on the premises.

11. Lessee agrees to pay Lessor the sum of ONE DOLLAR (\$1.00) per year during the term of said Lease, payable on or before the 10th day of July, of each and every year.

12. The building and facilities that are proposed to be constructed on the premises shall be maintained by the Lessee in a proper manner, and the grounds thereof shall be kept in a pleasing and attractive manner, at all times during the period of this Lease, and said premises shall be delivered up at the expiration of this Lease in a s good condition as the same are now, subject to the usual wear and tear upon the building and its appurtenances.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate this the 16th day of July, 1962.

(SEAL)

THE CITY OF LEESBURG, FLORIDA

By W. J. Phillips
Mayor-Commissioner

ATTEST:

PRK Evans
City Clerk and Auditor

APPROVED:

Robert G. Kelly
City Attorney

(Corporate Seal)

LEESBURG BOATING CLUB, INC.

By J. H. Rice
President and Commodore

ATTEST:

J. E. Hawkins
Secretary

STATE OF FLORIDA

COUNTY OF LAKE

I HEREBY CERTIFY that there personally appeared before me, the undersigned authority, W. J. PIKE, RK EVANS, and GORDON G. OLDHAM, JR., the Mayor, City Clerk & Auditor and City Attorney, respectively, of the CITY OF LEESBURG, FLORIDA, a municipal corporation under the laws of the State of Florida, known to me to be the persons described in and who executed the foregoing lease, and each acknowledged the execution thereof to be his free act and deed in behalf of the City of Leesburg, Florida, duly authorized, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Leesburg, Lake County, Florida, this the 16th day of July, A. D. 1962.


Notary Public

My Commission Expires:

(notary seal)

Notary Public, State of Florida at Large
My Commission Expires Apr. 23, 1965

STATE OF FLORIDA

COUNTY OF LAKE

I HEREBY CERTIFY that there personally appeared before me, the undersigned authority, H. S. RICE and I. E. HAWKINS The President and Commodore and the Secretary, respectively, of the LEESBURG BOATING CLUB, INC., a non-profit corporation under the laws of the State of Florida, known to me to be the persons described in and who executed the foregoing Lease, and each acknowledged before me that they executed said Lease, freely, and in behalf of said corporation under proper authority and for the purposes therein contained, and that the seal affixed thereto is the proper seal of said corporation.

WITNESS my hand and official seal at Leesburg, Lake County, Florida, this the 16 day of July, A. D. 1962.


Notary Public

(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1962
Bonded by American Surety Co. of N. Y.