

LEASE OF LIBRARY FACILITIES PURSUANT TO PROVISIONS OF SECTION 125.01, FLORIDA STATUTES

THIS LEASE AGREEMENT, made and entered into this 1st day of May, 1978, by and between the CITY OF VENICE, a municipal corporation in the County of Sarasota and State of Florida, hereinafter called "CITY," and SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "COUNTY,"

W I T N E S S E T H :

WHEREAS, the FRIENDS OF THE LIBRARY OF VENICE AREA, INC. (hereinafter "FRIENDS") has entered a lease dated July 23, 1963, as amended on November 10, 1964, with the CITY to construct and operate a public library on the property which is the subject of this Lease (hereinafter "the property"); and

300 So.
No Karris
Ave., Venice

WHEREAS, the CITY, the FRIENDS, and the COUNTY agree that the public interest and welfare of the citizens of Sarasota County will best be served by the construction and operation of public library facilities by the COUNTY on the property under and by virtue of Section 125.01, Florida Statutes; and

WHEREAS, the FRIENDS and the CITY have agreed to terminate the lease agreement between them upon the execution of a lease providing for the construction and operation by the COUNTY of public library facilities on the property.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained and the sum of One Dollar (\$1.00) as and for rental, receipt of which is hereby acknowledged by the CITY, the CITY hereby leases to the COUNTY property located in Sarasota County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the same for a term of ninety-nine (99) years beginning on the date first above mentioned.

This Lease is subject to the following terms, conditions and covenants which are hereby agreed to by the CITY and the COUNTY:

1. The COUNTY shall use the property solely for the purpose of a public library and said library facilities shall be available to all the people of Sarasota County.

2. The COUNTY shall be solely responsible for the operation and maintenance of the property and improvements thereon and shall hold the CITY harmless against all claims for damages arising out of the operation and maintenance of the property and improvements thereon.

3. Insurance:

A. Insurance Coverage of Premises: The COUNTY shall at all times during the term of this Lease Agreement and at its sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire, and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to the COUNTY, and the CITY as their interests may appear. Any loss adjustment shall require the written consent of both the COUNTY and the CITY.

B. Personal Injury Liability Claims: The COUNTY will act as self-insurer with regard to all personal injury claims and will process and dispose of all such claims in accordance with the COUNTY's self-insurance program.

4. Upon the expiration of the term of this Lease or the cessation of the use of the property by the COUNTY for a public library, the property and all improvements thereon shall become the property of the CITY.

IN WITNESS WHEREOF, the parties hereto have here-
unto set their hands and seals the day and year first above
written.

CITY OF VENICE, FLORIDA

By: Harry E. Carr (SEAL)
Mayor

ATTEST:

William J. ...
City Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: Andrew J. ... (SEAL)
Chairman

ATTEST:
R.H. HACKNEY, JR., Clerk of
Circuit Court & Ex-Officio Clerk
to Board of County Commissioners
of Sarasota County, Florida

By: Mavis H. McClay
Deputy Clerk

EXHIBIT A

An area of land 250' x 250' in the northeast corner of Block 88A, Venezia Park Section of Venice, located on the corner of Milan and Nokomis Avenues in Venice, Florida.

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