

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-36**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE TERMINATION OF THE LEASE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE MARATHON CHAMBER OF COMMERCE, INC. FOR THE LEASE OF CITY FACILITIES KNOWN AS THE JAYCEES BUILDING; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE LEASE TERMINATION AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the On September 20, 1982, (prior to City of Marathon incorporation) Monroe County (the “County”) entered into a lease agreement with the Marathon Chamber of Commerce, Inc. (a Florida nonprofit corporation), for the facility located on 33rd Street commonly known as the “Jaycees Building” for an initial term of seventy (70) years; and

WHEREAS, On September 20th, 2000, the County transferred ownership of the property to the City of Marathon, Florida (the “City”) via a “Quit Claim Deed” recorded in Official Records Book 1707, Page 1812, Public Records of Monroe County, Florida; and

WHEREAS, at this time the City and the Marathon Chamber of Commerce, Inc. (the Lessee”) wish to terminate the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Lease Termination Agreement between the Lessee and the City, a copy of which is attached as Exhibit “A,” is hereby approved. The Acting City Manager is authorized to execute the Lease Termination Agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22nd DAY OF APRIL, 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

AGREEMENT FOR TERMINATION OF LEASE

This agreement for termination of lease (the "agreement") is made as of ⁰⁵ ~~January~~ ^{April} 22nd 2014, by and between **CITY OF MARATHON**, a municipality incorporated in the State of Florida ("lessor"), and **GREATER MARATHON CHAMBER OF COMMERCE, INC.**, a Florida nonprofit corporation ("lessee").

RECITALS

On September 20, 1982, lessor's predecessor-in-interest, Monroe County (a political subdivision of the State of Florida), entered into a lease ("lease") with lessee's predecessor-in-interest, Marathon Chamber of Commerce, Inc. (a Florida nonprofit corporation), whereby lessor demised and let to lessee certain premises described in the lease ("premises"), for an initial term of seventy (70) years, on the terms and conditions contained in the lease. The legal description of the premises is set forth in that certain QUITCLAIM DEED from the Board of Commissioners of Monroe County to the City of Marathon made the 20th day of September 2000 and recorded in Official Records Book 1707, Page 1812, Public Records of Monroe County, Florida (and the premises is further described therein as the "Jaycees Building").

Lessor and lessee have decided that it is in their mutual best interest to cancel and terminate the lease, and it is the intention of lessor and lessee to effect the cancellation of the lease by this instrument.

Therefore, in consideration of the covenants and agreements contained herein, and of the release and surrender by lessee of the lease and all of the rights in it and under it and all of its rights in and to premises and all improvements located thereon and fixtures attached thereto, and of the release by lessor of all obligations of lessee under the lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree and warrant (where specifically stated) as follows:

1. From and after the date this agreement is fully executed and delivered by the parties (the "termination date"), lessee remises, releases, quitclaims, and surrenders to lessor, its successors and assigns, forever, the lease and all rights of lessee in and to the premises however acquired, together with all of its right and interest (and title, if any) in and to all improvements, furniture, personal property, equipment and fixtures contained in it, and all of the estate and rights of lessee in and to the lease. The property is being accepted by Lessor in as-is condition.

2. Lessee, for itself and its successors and assigns, subject to the warranties made by lessor in this agreement, forever releases and discharges lessor and its officers, directors, and employees from all obligations and liabilities arising out of, with respect to, or in any way pertaining to the lease.

3. Lessor, for itself and its successors and assigns, subject to the warranties and indemnities made by lessee, accepts the surrender of the premises in the condition as of the termination date. Except as set forth in this agreement and the lease, as of the termination date, lessor releases and discharges lessee and its officers, directors, and employees from all obligations and liabilities arising out of, with respect to, or in any way pertaining to the lease. Nothing contained in

this agreement shall be construed as a release of lessee or a waiver by lessor of any rights or remedies available to lessor with respect to any environmental liability of lessee pursuant to the lease.

4. Lessor and lessee agree that the lease is to be cancelled and terminated and the term demised brought to an end as of the termination date with the same force and effect as if the term of the lease were in and by the provisions fixed to expire on the termination date.

5. Lessee agrees that lessor shall have the right to re-enter on the premises as of the termination date, as fully as it would or could have done if that were the date provided for the expiration or termination of the lease.

6. Lessor warrants to lessee that it is the owner of the premises and of the lessor's interest in the lease, with full power and authority to cancel and terminate same.

7. Lessee warrants to lessor that:

(a) It is the legal and equitable owner of the lessee's interest in the lease with full power and authority to terminate same;

(b) The lease is not and has not been assigned or transferred and is not and has not been hypothecated, pledged, mortgaged or in any other way encumbered;

(c) All subleases, concessions and other rights of use and occupancy of the premises, insurance policies, and maintenance and service contracts which lessor has not elected in writing to continue have been legally terminated and all charges paid in full and no cause of action against lessor exists as of the date of this agreement nor will exist afterward in any party to a sublease, concession, agreement for use, or occupancy or insurance policy or maintenance or service contract, based on inducing the breach of a contract with respect to same;

(d) All charges for those insurance policies and maintenance and service contracts which lessor has elected in writing to continue have been paid in full, except those accrued charges which have been approved by lessor and prorated to the termination date;

(e) All rent or other payments on any sublease or other agreement for use and occupancy which lessor has elected in writing to continue, have been paid in full or prorated to the termination date, the sublessees' or holders' rights under other agreements are not in default, and that rent or other charges have been paid in advance, except for rent and other charges which have been approved by lessor and prorated to date;

(f) All charges for utility service (gas, water, electricity, etc.) have been paid in full, except those charges approved by lessor and prorated to the termination date;

(g) There are no outstanding contracts for the supply of labor or materials as of the date and no work has been done or is being done nor have materials been delivered in, about or to premises which has or have not been fully paid for, for which a mechanic's lien could be asserted or foreclosed under the lien laws of the state in which the premises are located;

(h) Neither it nor any of its predecessors in interest under the lease has done or suffered to be done anything by which the premises or lessor's title to it are in any manner encumbered or charged;

(i) All taxes, charges, assessments, levies or impositions required by the lease to be paid by lessee under it have been paid in full, except those charges approved by lessor and prorated to the termination date;

(j) The premises are now and will, on the termination date, be clean and in good order, condition and repair, reasonable wear and tear excepted;

(k) It is the legal and equitable owner of all personal property which will remain and which lessor has permitted to remain on the premises pursuant to Paragraph 8, and that no property other than that permitted by lessor to remain, will remain on the premises as of the termination date.

8. Lessee agrees that if any personal property or other items which may be considered personal property remain on the premises as of the termination date, that property shall belong to lessor and this agreement shall constitute a bill of sale to lessor.

9. This agreement is executed in duplicate, either counterpart of which is to be considered an original.

10. This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

The parties have caused this instrument to be executed the day and year first above written.

CITY OF MARATHON, a municipality incorporated in the State of Florida

By: Michael H. Puto
[Name of authorized representative]


Attested: D. Claven
[Name of secretary]

[Corporate seal]


[SIGNATURES CONTINUED ON NEXT PAGE]

WITNESSES:

**GREATER MARATHON CHAMBER OF
COMMERCE, INC.,** a Florida nonprofit
corporation


Print name: David Smyes


Print name: APRIL TRACY

By: 
Name: Ben Daniels
Title: Chairman

Attested:

[Name of secretary]


[Corporate seal]

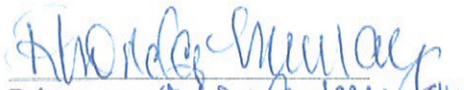
JOINDER AND CONSENT OF SUBTENANT:

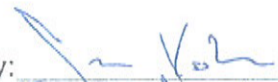
The undersigned subtenant of the premises hereby joins in and consents to the foregoing agreement for termination of lease to acknowledge the foregoing and confirm to lessor that subtenant's rights under its sublease with the lessee are terminated and of no further force or effect.

WITNESSES:

MARATHON JAYCEES, INC., a Florida nonprofit corporation


Print name: Daniel Simms


Print name: Abigail Murray

By: 
Name: Jason Cole
Title: President