

LEASE
(Park Sites Located on School Board Property)

THIS AGREEMENT, made this 15 day of January, 2003, between the SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of the State of Florida, hereinafter called "School Board", and LEON COUNTY, a Charter County of the State of Florida, hereinafter called "County".

WHEREAS, School Board has determined that School Board properties, as identified in Exhibit A, attached hereto and made a part hereof by reference, is property that is deemed appropriate for joint use by the School Board and Leon County for recreational purposes; and

WHEREAS, School Board has determined that it is in the public interest to make the property available for both the School Board's and County's use as a jointly-used recreational facility; and

WHEREAS, County has determined that it is in the public interest to lease the property for use as a jointly-used recreational facility; and

WHEREAS, School Board and County have determined that it is in the public interest to enter into the following lease agreement and take all action necessary to authorize and enter into same, provided by law;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable considerations, receipt and sufficiency of which is acknowledged by the execution and delivery of this instrument, School Board does hereby covenant and agree to and with the said County:

1. LEASED PREMISES. School Board hereby leases and demises to County the Property described in Exhibit A, hereinafter referred to as property, subject to the terms and conditions hereinafter set forth.

2. TERM. The term of the lease shall begin on June 1, 2007, and extend for twenty (20) years to May 31, 2027. Any option to renew is given subject to the terms and conditions of Paragraph 4 hereinbelow.

3. RENTAL RATE, BASE TERM. County shall pay to School Board as rent for the property annual rental in the amount of \$1.00 per year. The annual rent due shall be paid upon execution of this lease. Any applicable rental tax shall be paid by County directly to School Board, which shall remit said taxes to the State Department of Revenue.

4. OPTIONS TO RENEW. Provided that there have been no defaults during the preceding lease term, County is hereby given two options to renew this lease for two (2) additional five (5) year terms at the rental rate stated above, plus any applicable rental tax thereon, upon written notice of intent to exercise an option to renew the lease from County to School Board no later than six months prior to the expiration of the then-current term. The terms of the Lease Extension Agreement shall be agreed to by both parties no later than one month prior to the expiration of the then-current term.

5. CANCELLATION. This lease agreement and any extensions thereof may be cancelled by either party, without cause, by giving ninety (90) days written notice to the other party. School Board may terminate this agreement immediately if a felony occurs on the leased property. In the event of cancellation by the School Board, the County shall be reimbursed for the then remaining value of the County-installed recreational facilities and improvements on the property, as determined by the depreciation schedule developed prior to the installation or construction of such improvements. The County would have the option to remove facilities if the School Board cancels the lease.

In the event of cancellation by the County, the County shall have the right to remove any and all fixtures and improvements to the property without damage to the remaining improvements and property, provided, however, that the County shall not remove sod, sand, earth, or landscaping placed on the property, except as incidental to the removal of other fixtures or improvements. Upon cancellation of the agreement by the County, the School Board shall have the right of the first refusal to purchase the County-installed recreational fixtures and improvements at the mutually agreed price, based on the depreciation schedule referred to above, which right of first refusal must be exercised in writing within ninety (90) days of lease cancellation or said right shall terminate.

6. FURTHER COVENANTS OF COUNTY. County, for itself, its successors and assigns, does hereby covenant to and with School Board as follows:

A. DELIVERY OF ALL REQUIRED PAYMENTS: That County shall pay all sums due hereunder at the time and in the manner provided.

B. USE OF PREMISES: That County shall use the property jointly with the School Board only for recreational purposes, in a manner which will not discriminate against any person or class or persons on the basis of race, color, creed, sex or national origin. Upon prior written approval by the School Board, County may erect or place other improvements in or upon the property.

C. TRANSFER PROHIBITED. None of the property shall be transferred, sublet or assigned by County or any agent, employee or other person acting on its behalf; any such action by County is prohibited.

D. POSSESSION, END OF LEASE: That at expiration of the term of this lease, County shall peaceably yield possession of the property to the School Board. Any

additions which are fixed, erected or placed in or upon the property by the County shall be and remain the exclusive property of the County, subject, however, to the provisions for purchase by the School Board in Paragraph 5 above. If the School Board elects not to purchase the said improvements and fixtures, such fixtures, buildings or other improvements shall be removed by the County without damage or injury to School Board's property and other improvements at County's expense within one hundred and twenty (120) days after School Board's written election not to purchase the improvements, or the same shall, at the option of the School Board, become the property of the School Board.

E. ASSENT IS NO WAIVER: That no assent, expressed or implied, by School Board to any breach of the covenants made herein by County shall be deemed to be a waiver of any succeeding breach of the same covenant.

F. MAINTENANCE AND REPAIRS:

(1) That County shall, at its own expense, make any and all repairs to the property herein leased which are required during the term of this lease, and at the end of said term, said leased property shall be returned to School Board in good condition, reasonable wear and tear excepted.

(2) That County shall keep the property safe, clean, sanitary and free from trash and debris, and also shall regularly mow the property to prevent the unsightly accumulation of weeds and other vegetation. All regular, routine and special short-term and long-term maintenance on the property shall be performed by the County, at its expense.

(3) That the County shall allow School Board to conduct annual inspections of the facility and property to ensure that property is being properly maintained by County.

(4) That County shall be responsible for its own utility services to the property.

(5) That School Board shall have the right to review any and all improvements to the property prior to finalization of design, and the County shall not undertake any such improvements without prior written School Board approval of the designed project; design and construction shall be at the sole cost of the County.

G. TAXES: That County shall promptly pay any taxes and special assessments, whether imposed by state, county, municipal or other governmental agency, which may be levied or assessed upon the entire property or upon this lease as such (distinguished from the income from it), during said term as the same shall become due and before the delinquency date thereof, upon the presentation to it of the notice or notices calling attention to such taxes or assessments.

H. INSURANCE:

(1) That County shall keep the property and improvements thereto insured against loss by fire, windstorm and vandalism for the full replacement cost.

(2) That County shall maintain, at County's cost and expense, public liability insurance on the property, in the amount of THREE MILLION DOLLARS (\$3,000,000.00) with the School Board of Leon County, Florida, as an additional insured. County shall provide a certificate of insurance to School Board.

(3) That any required insurance shall be maintained from and after the effective date of this lease and throughout the balance of the term of this lease and all extensions or renewals thereof, and shall cover and include all claims or liabilities incurred or arising during the full term of this lease and any extensions or renewals thereof.

(4) That County shall indemnify School Board to the full extent allowed by §768.28, Florida Statutes, for any and all damage, actions, claims, suits and judgments which arise as a result of the use by County of the property. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses and costs, judgments and recovery for or on account of damage occurring to a participant or guests of a participant in a party's activities during that party's exclusive or nonexclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment.

7. CONDITION AND CONTROL OF PROPERTY. The School Board shall have first priority in the use of the Property between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday, during the regular school year. The County shall have first priority to use the property outside of regular school hours and on weekends, provided that such use does not interfere or conflict with activities or programs conducted by the School Principal. The property shall be used only by the County for County recreational purposes only. The school calendar shall take priority in all scheduling matters.

8. OTHER IMPROVEMENTS. Contingent upon prior written approval by the School Board, County may erect or place other improvements in or upon the said property. Any such additions fixed, erected or placed in or upon the property by the County shall be and remain the exclusive property of the County; provided, however, that such building or other improvements shall be removed by the County without damage or injury to School Board's property and other improvements at County's expense within one hundred and twenty (120) days

after the termination of this lease or the same shall, at the option of the School Board, become the property of the School Board.

9. DEFAULT OR BREACH. It is further covenanted and agreed by and between the parties hereto that if any default shall be made by County in any payment of rents or taxes, assessments, insurance premiums, or any other sum herein stipulated and agreed to be paid, or County shall fail to keep and perform any other covenant, condition or agreement herein provided on the part of County to be performed, and such default shall exist for a period of thirty (30) days after notice thereof to County, then and in that case, School Board may serve upon County written notice of such default; and if such default shall then continue without being wholly remedied for a period of fifteen (15) days after the service of such notice, or in a case of a breach other than the payment of money, County shall not have commenced the remedying of such default within the fifteen day period and diligently prosecuted compliance to final termination, then it shall be lawful for School Board, without further notice, to declare said demised term ended and to re-enter and repossess the property, either with or without process of law and County does, in such event, hereby waive any demand for possession of the property. If an emergency exists at one of the sites and the parties hereto cannot resolve the issue within one (1) day, the School Board reserves the right to immediately take possession of the site in question and simultaneously serve a notice of default on the County, and then to terminate the lease fifteen days following a notice of termination to the County, unless the emergency situation has been corrected to the Board's full satisfaction.

County covenants and agrees, upon the termination of said lease term, at the election of School Board or in any other way, to surrender and deliver up said property peaceably to School Board or its successors, immediately upon the termination of said lease term. County shall have

the right to remove all fixtures and improvements in accordance with the terms and provisions of Paragraph 2 of Section 5 hereinabove.

10. COVENANTS OF SCHOOL BOARD. School Board does hereby covenant with County as follows:

A. School Board warrants the quiet and peaceful possession and occupancy of the property as to title to the property but not as to the use of said property or any incidence arising from the use of said property; and with the exceptions stated above, shall defend the same free of charge to the County.

B. School Board authorizes the use of the property only by the County, consistent with its use as a recreational facility, provided that School Board is indemnified by County on account of said usage against any and all claims, damages, actions suits and judgments against either School Board or County, to the full extent allowed by Florida law, and to the extent of the public liability coverage on this property. School Board reserves the right to limit the use of the property for uses which it finds is not consistent with the property's use as a recreational facility.

11. NOTICES. It is understood and agreed that the notices required by the terms hereof to be given shall be directed until and unless either party shall request a change of address, as follows:

School Board of Leon County
Facilities and Operations Office
3420 West Tharpe Street
Tallahassee, FL 32303
488-0201 and 617-1806.

AND

School Board of Leon County, FL
Director of Curriculum Services
2757 West Pensacola Street
Tallahassee, FL 32303

Leon County, Florida
Attn: County Administrator
Leon County Courthouse
_____ South Monroe Street
Tallahassee, FL 32301

AND

Leon County Division of Parks and Recreation
2280 Miccosukee Road
Tallahassee, FL 32308
606-1470

12. PERFORMANCE. The performance of County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

13. REQUIRED BACKGROUND SCREENING CHECKS. Compliance with the screening requirements established by the Jessica Lundsford Act, Section 1012.32, Florida Statutes, and all other applicable state laws and Board policy regarding background screening shall be guaranteed by the County for all County employees, contractors and volunteers who will be on a school premises during hours designated for usage by the School Board.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on the day and year first above mentioned.

LEON COUNTY, FLORIDA
By: _____
Jane G. Sauls, Chair
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: _____

LEON COUNTY SCHOOL BOARD
By: _____
Dee Crumpler, Chairman
Leon County School Board
By: _____
Jackie Pons, Superintendent
Leon County Schools

APPROVED AS TO FORM:
Leon County Attorney's Office

REVIEWED AND APPROVED:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

By: Margaret B. Ausley
Margaret B. Ausley, Attorney at Law
Attorney for School Board

EXHIBIT A
PRESENT
SCHOOL BOARD LEASES

Park Site	School	Acreage	Expiring Date *
Miccosukee Park	Old Concord School	11.7 acres	6/30/2010
Ft. Braden Community Center	Old Ft. Braden School	4.9 acres	3/22/2008
Ft. Braden Park	Ft. Braden Elem. School	9.3 acres	5/27/2010
Canopy Oaks Park	Canopy Oaks Elem. School	10.7 acres	7/30/2014

* Expiring Date includes all newals on the existing lease.