

LEASE AGREEMENT BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE CITY OF CORAL SPRINGS

THIS AGREEMENT, made and entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "SCHOOL BOARD", and the City of Coral Springs, organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS the SCHOOL BOARD has applied for and received a grant to fund and construct a community educational facility and,

WHEREAS, the SCHOOL BOARD and the CITY actively support and endorse the concept of providing an Aquatics Complex,

WHEREAS, the CITY owns 15 acres of property and will lease it to the BOARD upon which an Aquatics Complex shall be constructed.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The SCHOOL BOARD and CITY agree that the above recitals are true and are incorporated herein as if set forth verbatim.

2. PROPERTY DESCRIPTION

Attached hereto and made a part hereof as Exhibit "A", and including all improvements thereon as described in the Interlocal Agreement included but not limited to the 50 meters international standard olympic pool with diving well, physical education center and outlying support facilities.

3. TERMS

The term for which the SCHOOL BOARD leases said property is forty (40) years from the date of the execution of this Agreement by both parties.

4. RENT

The SCHOOL BOARD hereby covenants and agrees to pay to the CITY as rent for said premises, including all improvements, the sum of One Dollar (\$1.00) per year to be paid to the CITY on the yearly anniversary of the execution of this Lease Agreement.

5. PURPOSE

The SCHOOL BOARD and the CITY agree to build and construct a building or buildings and other necessary allied improvements (collectively hereinafter referred to as "The Improvements" upon said demised premises, for use by the SCHOOL BOARD and the CITY as an Aquatics Complex, in accordance with the provisions and requirements hereinafter set forth, and as set forth in the Interlocal Agreement.

6. INTERLOCAL AGREEMENT

This Lease Agreement shall become an amendment to, and part of, the Interlocal Agreement between the Broward County School Board and the City of Coral Springs as adopted on 8/6/87.

7. ADMINISTRATION

Administrative duties of both parties are defined in the Interlocal Agreement.

8. USE AND CONTROL OF FACILITIES

During the time that schools in the service area are in their regularly scheduled school session, the BOARD is the priority user of the FACILITY. Within this time frame, it is the responsibility of the BOARD to provide direct supervision of the swimming pool during all school use. This priority use time shall not include weekends, holidays, teacher work days or summer school sessions unless otherwise agreed.

The BOARD shall be entitled to schedule 26 events (3 hours each) per year for interscholastic swimming meets. The additional events shall be outside the regular scheduled school day. A schedule of mutually agreed upon BOARD competitive swimming meets will be supplied to the CITY on the annual anniversary of this lease, said schedule will also include the organized practices of the teams participating in these meets.

9. MAINTENANCE

The areas herein leased will be maintained by the CITY at all times.

10. DESTRUCTION OF PROPERTY

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable and unrestorable, then this Lease Agreement shall be cancelled. The cancellation herein mentioned shall be evidenced in writing.

11. PERSONAL PROPERTY

All personal property placed or moved on the premises above described shall be at the risk of the owner of said personal property, and neither the CITY or the SCHOOL BOARD shall be liable for any damage to said personal property.

12. RECREATIONAL GROUNDS

Control of the recreational grounds will be as determined by the Interlocal Agreement in Sections 6.b. and 7.a.

13. SUB-LETTING

All areas herein leased shall be open to the public and may be used by the public in accordance with all of the provisions and/or conditions set forth by the Interlocal Agreement. However, such use shall be limited and restricted so as not to conflict with the use of said property by the SCHOOL BOARD in its Public Educational Program.

14. LIABILITY

Liability will be determined as in Interlocal Agreement, 8/6/87.

15. RENOVATION OR ALTERATION

The CITY and the SCHOOL BOARD covenant and agree that they will not make renovations or alter the premises, or any part thereof, in any manner whatsoever without first obtaining the written approval of the other party, which will not be unreasonably withheld, or commit or permit any waste or despoilment of the

of the premises or the improvements thereon. This paragraph shall not be applicable to new construction as outlined in the Interlocal Agreement.

16. ENTRY UPON PREMISES

The CITY or any of its agents, and the SCHOOL BOARD or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof.

17. CONFLICT OF USE

The use of said premises by the SCHOOL BOARD or the CITY shall be limited and restricted so as not to conflict in any way with the use of said property by the other party. Any dispute over use shall be resolved as provided by Section 15 in the Interlocal Agreement.

18. TERMINATION

At the termination of this Lease Agreement, whether by lapse of time or otherwise, all additions, restorations or improvements made by the SCHOOL BOARD and the CITY shall become the property of the CITY and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease Agreement.

19. CONTRARY STATEMENT

Notwithstanding anything contained herein to the contrary, nothing in this Agreement shall be construed to be in conflict with the Interlocal Agreement and in the event of such conflict, the Interlocal Agreement shall control.

20. RIGHTS ARE CUMULATIVE

The rights of the CITY and the SCHOOL BOARD under the foregoing shall be cumulative, and failure on the part of the SCHOOL BOARD or the CITY to exercise promptly any rights given hereunder shall not operate to waive any of the said rights.

21. TIME IS OF THE ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of this Lease Agreement and this applies to all terms and conditions contained herein.

22. COMPLIANCE

The parties hereto covenant and agree to keep and comply with all of the provisions of this Lease Agreement. They hereto acknowledge receipt of an executed copy of the Lease Agreement.

23. AUTHORITY

The parties hereto acknowledge that each party has the legal authority to enter into this Lease Agreement.

24. MODIFICATION

No modification to this Lease Agreement may be made except in writing and executed by both parties hereto.

25. VALIDITY

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease Agreement. The invalidity or unenforceability of any provision of this Lease Agreement shall not affect or impair any other provisions.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their corporate seals this 16 day of Aug, 1988.

Signed, Sealed and Delivered

THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA

By: Lori Parrish
Lori Parrish, Chairperson

Approved as to form:

School Board Attorney

Attest: [Signature]
Secretary

THE CITY OF CORAL SPRINGS

By: O. B. Geiger
O. B. Geiger, Mayor

Approved as to form:

[Signature]
Asst. City Attorney
Penny D. Mangus

Attest: Jonda K. Joseph
City Clerk
Jonda K. Joseph

EXHIBIT "A"

Legal Description:

A portion of Tracts 19 and 20, Section 19, Township 48 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2, according to the plat thereof, recorded in Plat Book 1, Page 102, of the public records of Palm Beach County, Florida, more fully described as follows:

Commence at the southeast corner of the west one-half (W 1/2) of said Section 19; Thence North 00°32'59" West along the east line of said west one-half of said Section 19, a distance of 356.06 feet to a line parallel with and 356.00 feet northerly from the south line of said west one half (W1/2) of said Section 19, Thence North 89°29'53" West along said parallel line, a distance of 448.08 feet to the Point of Beginning; Thence continue North 89°29'53" West, along said parallel line, a distance of 791.27 feet to the west line of said Tract 20 on the easterly Right-Of-Way line of Sunshine Water Control District Canal "SS", as recorded in official records Book 3260, Page 741 of the Public Records of Broward County; Thence North 00°18'18" West, along said easterly Right-Of-Way line and along said west line of Tract 20 and the west line of said Tract 19, a distance of 827.70 feet; Thence South 89°29'53" East, a distance of 787.74 feet to a line parallel with and 448.00 feet westerly from said east line of the west one-half (W 1/2) of said Section 19; Thence South 00°32'59" East, along said parallel line, a distance of 827.76 feet to the Point of Beginning.

Said land situate, lying and being in the City of Coral Springs, Broward County, Florida, and containing 15.00 acres, more or less.