

**SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "second amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
A political subdivision of the State of Florida,  
having its principal place of business at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CITY OF MIRAMAR, FLORIDA**  
(hereinafter referred to as "City"),  
a municipal corporation of the State of Florida  
whose address is  
2300 Civic Center Place, Miramar, Florida 33025

**WHEREAS**, on June 15, 1978, SBBC and City entered into a forty (40) year Lease Agreement ("Agreement"), wherein SBBC leased to the City certain property known as Perry Middle School (Site # 101.1); and

**WHEREAS**, on September 20, 1994, SBBC and City entered into an Amendment to Lease Agreement, wherein SBBC rebuilt the Perry Middle School site and leased the new physical education facilities for recreational use by City residents; and

**WHEREAS**, the Perry Middle School is being converted into Henry D. Perry Education Center, where adult education programs will be held; and

**WHEREAS**, SBBC is in need of additional parking for District staff and students on the Perry Middle School site and plans to convert the tennis courts at the southeast corner of school into a parking lot; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 –SPECIAL CONDITIONS

**2.01** Paragraph 1 of said Amendment to Lease Agreement dated September 20, 1994, is hereby amended by interlineation, to replace the original language with the following language:

SBBC does hereby lease to the City an area or areas shown on the sketch attached hereto as **Exhibit B** and made a part hereof, under the terms and conditions hereinafter set forth. This Exhibit specifically includes the following facilities:

- Two basketball courts
- Six racquetball courts
- Two baseball fields
- Open play field
- Fitness equipment
- 1/8 mile track
- South and east parking lots

**2.02** Order of Precedence among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to the Lease Agreement; and
- (b) the Amendment to the Lease Agreement; and
- (c) the Lease Agreement.

**2.03** Other Provisions Remain in Force. Except as modified herein, said Lease Agreement dated June 15, 1978, and said Amendment dated September 20, 1994, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have each executed this Second Amendment to the Lease Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FOR SBBC**

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams  
DN: cn=Kathelyn Jacques-Adams, o=The School District of Broward  
County, Florida, ou=The Office of the General Counsel,  
email=kathelyn.jacques-adams@browardschools.com, c=US  
Date: 2016.07.20 17:13:09 -0400

Office of the General Counsel

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ (Name of Person) \_\_\_\_\_, on behalf of the agency. (Name of Corporation or Agency)

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

FOR CITY

ATTEST:

THE CITY OF MIRAMAR, FLORIDA, a municipal corporation of the State of Florida

\_\_\_\_\_  
Denise Gibbs, City Clerk

\_\_\_\_\_  
Kathleen Woods-Richardson, City Manager

Date: \_\_\_\_\_

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

\_\_\_\_\_  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P. L.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kathleen Woods-Richardson, City Manager, of the City of Miramar, Florida, on behalf of the agency.

He is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature – Notary Public


(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

"EXHIBIT B"

"EXHIBIT B"



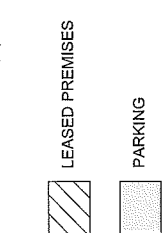
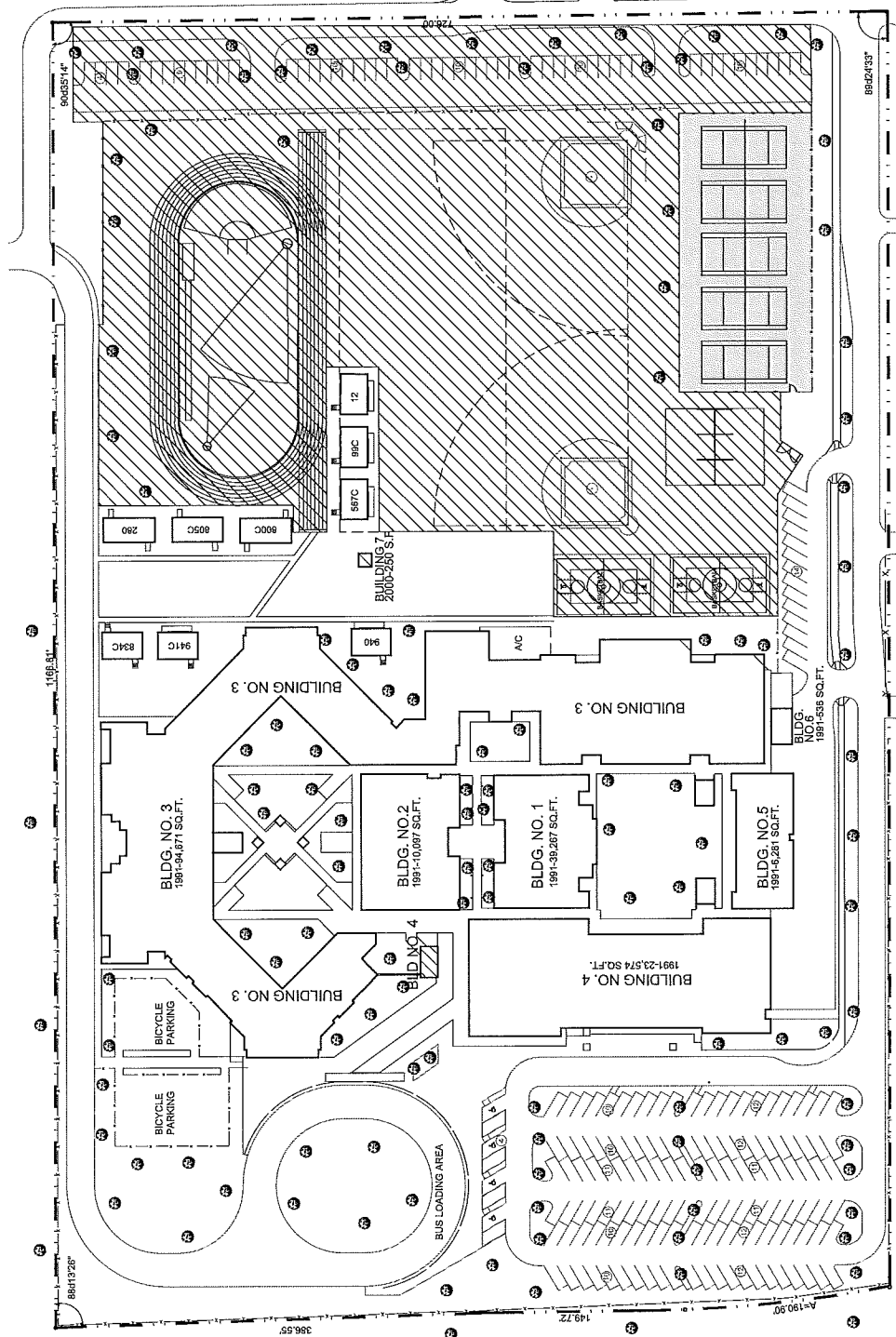
**Broward County Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: (954) 241-2177

<b>F.I.S.H.</b>	
SOUTH AREA	
DISTRICT NUMBER-MSID	1011
STATE NUMBER	
PARCEL FACILITY	
080	0079

NO.	DATE	BY	COMMENT
1	10/20/16	MM	REVISIONS: 1.0000
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50	10/20/16	MM	REVISIONS: 1.0000

<b>HENRY D PERRY EDUCATIONAL CENTER</b>	
3400 WILDCAT WAY MIRAMAR FL, 33023	
CAD FILE NAME:	FC1011SP1
ORIGINAL ISSUE DATE:	JULY-20-2016
SITE PLAN	

5 OF 5
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RESIDENTIAL

TO ALL WHO VIEW THIS PLAN, BE ADVISED THAT IT IS NOT MEANT TO SCALE AND NOT NECESSARILY CONSISTENT WITH THE OFFICIAL RECORDS OF BROWARD COUNTY. THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. ANY PART OF THIS PLAN THAT IS NOT SHOWN AS EXISTING OR AS TO BE CONSTRUCTED IS NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTRACTS FROM THE APPROPRIATE AGENCIES AND CONTRACTORS.



SITE SIZE: 20.00 ACRES