

**AMENDMENT TO
LEASE AGREEMENT
Perry Middle School**

THIS, AN "AMENDMENT TO LEASE AGREEMENT" dated September 20, 1994, between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of Florida, hereinafter referred to as the "BOARD";

and

THE CITY OF MIRAMAR, a municipal corporation 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, on June 15, 1978, the Board and the City entered into a Lease Agreement, attached hereto as Exhibit "A", wherein the Board leased to the City certain property known as Perry Middle School; and

WHEREAS, the Board has rebuilt Perry Middle School and has relocated the physical education facilities to accommodate the new school; and

WHEREAS, the City wishes to lease the new physical education facilities for recreational use by the citizens of the area; and

WHEREAS, pursuant to Resolution No. 95-15 adopted on Oct. 19, 1994, the proper City officials were authorized to execute this "Amendment to Lease Agreement";

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Board and the City agree as follows:

1. Paragraph 1 of said Lease Agreement dated June 15, 1978, is hereby deleted and in its place a new Paragraph 1 is added to read as follows:

"The Board does hereby lease to the City an area or areas shown on the sketch or sketches 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
- six tennis courts
- two baseball fields
- open play field
- fitness equipment
- 1/8 mile track
- south and east parking lots

2. Paragraph 7 of said lease agreement is hereby deleted and in its place a new paragraph 7 is added as follows:

"It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris. Upon failure of the City to comply with the provisions of this section, the Board shall give written notice to the City of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing, the City has not commenced to complete the cleaning of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and charge the City the cost to the Board for such services. Billing for trash and debris removal shall be on a per cleaning basis and shall be due and payable within fifteen (15) days after receipt by the City.

Notwithstanding any of the provisions of the foregoing paragraph, the parties further agree that the City, in addition to the above, will clean up the premises after each and every event it sponsors, and the Board will be responsible to clean up after each and every event it sponsors."

3. Except as modified herein, said Lease Agreement dated June 15, 1978, shall remain in full force and effect.

4. This Amendment is made a part of said Lease Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Ellen Ruth Kohli

Joe J. [Signature]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Robert D. Parks
Robert D. Parks, Chairperson

Attest: Frank R. Petruzielo
Frank R. Petruzielo,
Superintendent of Schools

(SEAL)

Approved as to form:
[Signature]
School Board Attorney

WITNESSES:

Rosemarie Valentine
Rosemarie Valentine

(SEAL)

CITY OF MIRAMAR

By: *[Signature]*
City Manager

Attest: *[Signature]*
City Clerk

Approved as to form:

[Signature]
City Attorney

