

~~FROM THE BOARD OF~~
~~FLORIDA~~

LEASE AGREEMENT

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 "Board",

and the City of Miramar
hereinafter referred to as the City

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City of Miramar an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, SCHOOL PLANNING DEPARTMENT, under the terms and conditions hereinafter set forth.

2. This Lease Agreement incorporates by reference to the same extent as though fully set out herein all of the provisions, terms, covenants, conditions, powers and contents of the MASTER LEASE AGREEMENT form as the same was executed between the Board and the City on the 15th day of June, 1978. The parties hereto covenant and agree to keep and comply with all of the provisions of the MASTER LEASE AGREEMENT. The parties hereto acknowledge receipt of an executed copy of the MASTER LEASE AGREEMENT.

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 20th day of July, 1978.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Virginia Booker

By: [Signature]
Chairperson

Norma Campbell

Attest: [Signature]
Secretary

(SEAL)

[Signature]
School Board Attorney
City of Miramar

Kathleen K. Muzat

By: [Signature]

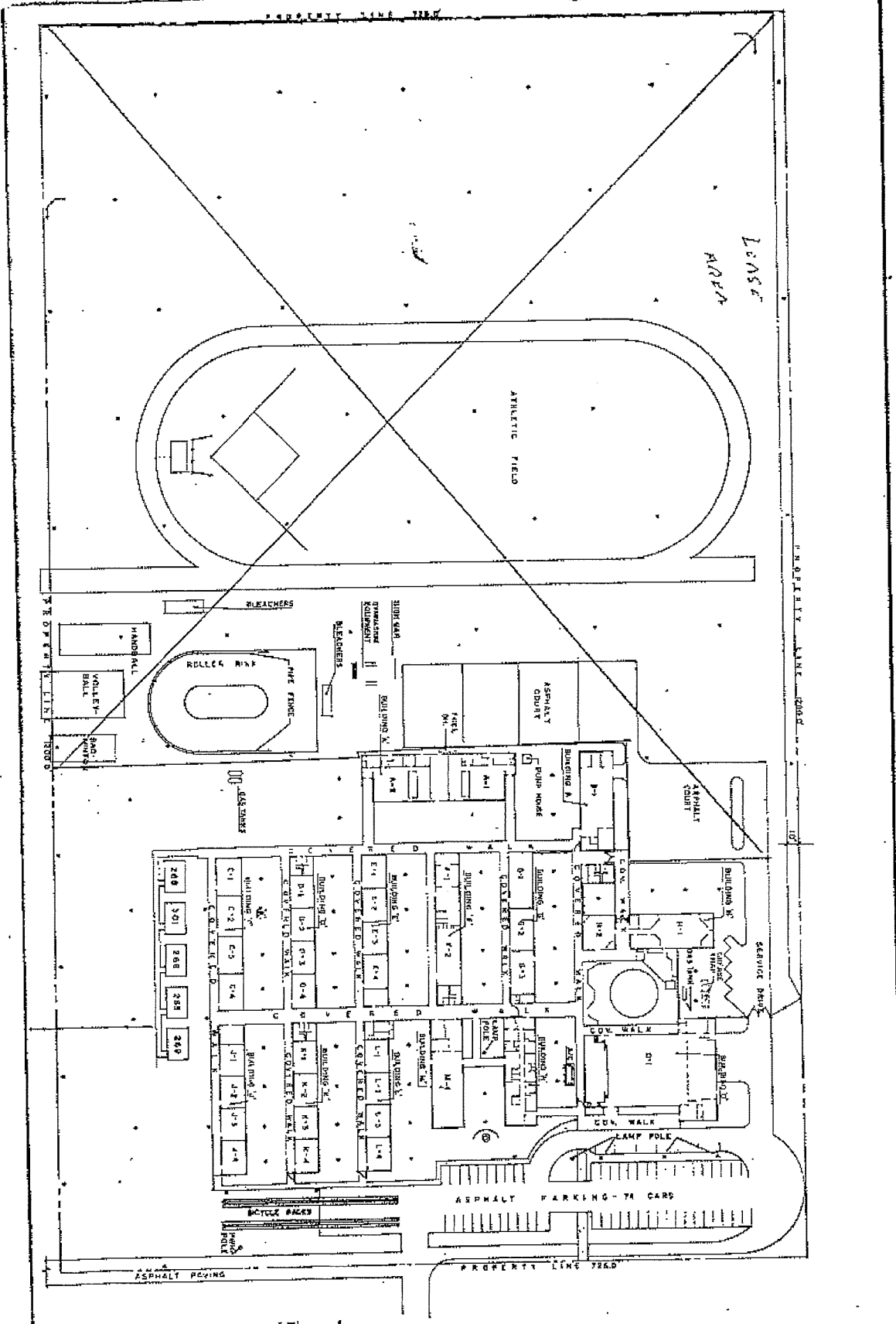
Marion Riley

Attest: Marion Campbell

(SEAL)

Approved as to form:

[Signature]



*HENRY
PARRY
MIDDLE
SCHOOL*

MASTER LEASE AGREEMENT

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 "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, the Board is the controlling body of the Public Schools of Broward County, Florida and does own certain school sites and other real estate parcels located in Broward County, Florida, hereinafter referred to as "school grounds".

WHEREAS, by reason of the heavy demands existing in the City as a result of the increase of the population of school children, the Board is required to expend all of the available money for the operation of classrooms and thus is greatly limited in funds which can be made available for the development and improvements of the school grounds as parks and well-equipped playgrounds; and

WHEREAS, it is the purpose and policy of the City to develop, operate and maintain parks and community recreational facilities; and

WHEREAS, the City is willing to expend certain funds for the equipping and improving of a portion of the school grounds to be used for park and playground purposes in conjunction with the Board; and

WHEREAS, the Board and the City believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the citizens of the

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Board does hereby lease to the City of Miramar an area or areas shown on the sketch or sketches attached hereto and made a part hereof as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA SCHOOL PLANNING DEPARTMENT under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is forty (40) years from the date of the execution of a lease agreement (the form of said lease agreement is attached hereto as Exhibit "A" and made a part hereof), at a yearly rental of One Dollar (\$1.00) per year payable to the Board on the yearly anniversary of the lease agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of Paragraph 5 hereinafter set forth.
3. The uses and purposes to which the City shall put said premises shall be for playground and recreational purposes available to the citizens of the area. The facilities herein leased are to be used strictly for recreational purposes and no advertising or food concessions, or the renting of same, shall be permitted unless specifically approved by the Board in writing.

4. The use of said premises by the City shall be limited and restricted so as not to conflict in any way with the use of said property by the Board in its Public Education Program and the use of said property by the City and shall be at all times in compliance with the laws of the State of Florida concerning the use of school property and the location of any and all recreational improvements to be placed on the leased premises, including but not limited to baseball diamonds, buildings, lights, etc. (other than as shown on the attached sketch) shall first be approved in writing by the Board, it being intended that the Board shall have absolute control over the location of any recreational facilities before they are placed on the leased premises. Any facilities placed on said leased premises without the prior written approval of the Board as to location shall immediately be removed or relocated within ten days of written demand by the Board.

5. The City agrees to take such action within its discretion is proper for a playground area on the premises above described, subject, however, to the power and authority of the Board upon 90 days' written notice to the City to cancel this lease as to any designated area which the Board determines is needed exclusively for school building purposes or for any other school purposes. The Board's determination in this regard shall be conclusively binding upon all parties. The City shall likewise have the unqualified right of cancellation of this lease, in whole or as to any designated portion or area of property subject hereto upon 90 days' written notice of cancellation to the Board.

6. (a) It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 90 days' written notice prior thereto and in the event of cancellation, the Board shall reimburse the City for the then remaining value of the City installed recreational facilities located on the premises to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the Board; one selected by the City; and the third appraiser selected by the two appraisers appointed.

In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the Board shall pay, in the event it desires to cancel and/or terminate this lease as aforesaid. It is further agreed that the Board shall be obligated to pay the fee of the appraiser selected by the Board; the City shall be obligated to pay the fee of the appraiser selected by the City; and the City and Board shall each pay 50% of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the City shall properly exercise its option to cancel this lease agreement as to the whole or part of the leased premises, the City shall have the right, subject to the Board's purchase option described below, to remove any and all such fixtures and improvements to the property as the City had placed thereupon, except that the City shall not remove sod, landscaping, sand or earth placed upon the premises (except as incidental to removal of other fixtures and/or improvements) and the City shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the premises to the condition which the same was found upon the City's first entering the premises hereunder. If, upon cancellation by the City, the Board wishes to purchase the City installed recreational fixtures and/or improvements, then the City shall sell the same to the Board at a mutually agreed price. However, if the City and Board cannot mutually agree upon such a price (the value of the property to be purchased) then the appraisal method, above described in Section 6a hereof, shall be used to arrive at a binding price.

7. It shall be the responsibility of the City to keep the recreational grounds herein leased clean, sanitary and free from trash and debris, and also the recreational grounds shall be mowed to prevent unsightly accumulation of weeds and other vegetation. 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 and/or mowing of said recreational area, the Board shall have the right to enter upon the premises, remove trash and debris from the area, and/or mow the area and charge the City the cost to the Board for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing 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.

8. This entire area will be under the control of the Board during the hours the school on the property adjacent to the leased area is in session. During off-school hours, when the leased area is officially open by the City, control and use of the area will be under the jurisdiction of the City. During the periods that the entire area is under the control of the Board, the provisions of Section 10 hereof shall not be deemed to apply and the School Board shall take full responsibility for the property.

9. The upkeep and maintenance of all areas herein leased by the Board to the City shall be borne by the City and the City agrees at all times to keep the areas herein leased and the equipment placed on said areas properly maintained.

10. The City agrees to relieve the Board from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the City in failing to supply proper supervision of the areas herein leased while so used by the City, and the City further agrees to hold the Board harmless, indemnify and free from all responsibility as a result of any negligence of the City in failing to properly maintain the equipment on the leased areas.

The Board agrees to relieve the City from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Board in failing to supply proper supervision of the areas herein leased while so used by the Board.

It is further agreed and understood between the parties hereto that neither party to this agreement waives any of its immunity in these premises as may be given to either party by law.

11. At the termination of this lease, in the event the same is not cancelled by the Board or the City prior thereto, all permanent recreational facilities, such as baseball diamonds, lighting facilities, permanent backstops, etc., shall become the property of the Board and the City shall have the right to remove all moveable (non-permanent) recreational facilities.

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 15th day of

June 1978.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

Virginia Booker

By: [Signature]
Chairperson

Thomas Langford

Attest: [Signature]
Secretary

(SEAL)

Approved as to form:

[Signature]
School Board Attorney

CITY OF MIRAMAR, FLORIDA

Chris Rogers

By: [Signature]
Mayor

Carolyn Stuts

Attest: [Signature]
City Clerk

(SEAL)

Approved as to form:

[Signature]
City Attorney