

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 Fort Lauderdale

hereinafter referred to as the City

W I T N E S S E T H:

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 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 26th day of October, 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 7th day of June, 1979.

Signed, sealed and delivered

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Norman Campbell

By: [Signature]
Chairperson

John J. Clark

Attest: Harry McComb
Secretary

[Signature]
(SEAL)
Mayor-Commissioner

[Signature]
School Board Attorney

[Signature]
City Manager

By: CITY OF FORT LAUDERDALE

Attest: [Signature]
City Clerk

(SEAL)

Approved as to form:

[Signature]
City Attorney

REC. LEASE

4/2/74 - 94

LEASE AGREEMENT

H. H - Ins. Cl.
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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 Fort Lauderdale, a political subdivision 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 and operate a certain school known as Bennett Elementary School; and

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 improvement 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 County of Broward;

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 the area shown on the sketch attached hereto and made a part hereof as presented by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA under the terms and conditions hereinafter set forth.
2. The term for which the City leases said premises is twenty years from the date of this lease, at a yearly rental of \$1.00 per year, payable to the Board on the yearly anniversary of this lease. 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 purpose 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 shall at all times be 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 (10) 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 120 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.

6. It is specifically agreed between the parties hereto that at any time the Board desires to cancel and/or terminate this entire lease, it shall have the conclusive right to do so, provided, however, that in the event the Board so elects, the City shall be given 120 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.

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 selected by the two appraisers so 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.

7. It shall be the responsibility of the City to keep the recreational building and grounds herein leased in a clean and sanitary condition, and the City agrees to clean up the premises after each and every event it sponsors. The Board shall be allowed to use the recreational building during the school day when school is in operation and at all other times when same is not in use by the City.

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.

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 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 City further agrees to have issued a liability insurance policy naming the Board as one of the insureds, with coverage of not less than \$100,000 per person with an aggregate of \$300,000 per accident, together with property damage coverage in the sum of \$50,000.

11. At the end of the twenty-year term of this lease, provided said lease has not been cancelled or terminated as provided for in Paragraph 6 hereof, the City shall have the right to remove all non-permanent recreational facilities supplied by them provided they restore and/or repair any damage to the property caused by said removal.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be signed in their respective names by the proper officials and under their corporate seals this 2nd day of April 1974.

Signed, sealed and delivered
In the presence of:

Virginia Booker

As to the Board

(SEAL)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Paul E. Anderson
Chairman

Attest: William C. Brown
Secretary

Approved as to form:

Karen M. Lyons
School Board Attorney

CITY OF FORT LAUDERDALE, FLORIDA

Martha Harbrough

Linda M. Beaver
As to the City

(SEAL)

By: Virginia Argyrakis
Mayor-Commissioner

By: K. H. Baker
City Manager

Attest: Margaret Dea
City Clerk

Approved as to form:

W. W. Caldwell
City Attorney