

Meeting Date

02/19/91

Agenda Item Number

K-26

**TITLE:**

RECREATION LEASE WITH THE CITY OF HOLLYWOOD

**REQUESTED ACTION:**

It is recommended that the School Board of Broward County approve the recreation lease with the City of Hollywood for the recreation areas at Apollo Middle School

**SUMMARY EXPLANATION AND BACKGROUND:**

The City of Hollywood will lease from the Board the grounds at Apollo Middle School for recreation purposes. In addition, the terms of the lease will allow the City to work with the Boys & Girls Club of South Florida to utilize a portion of the grounds for the construction of their building.

The term of this lease is forty (40) years at a yearly rental of One Dollar (\$1.00) per year.

The Board Attorney has approved this lease as to form.

**EXHIBITS: (List)**

Exhibit 1: Lease Agreement

**BOARD ACTION** **APPROVED AS AMENDED**

(For Official School Board Records' Office Only)

**SOURCE OF ADDITIONAL INFORMATION**

Charles Fink Phone: 7040

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Prepared by: Lee A. Stepanchak, Director, Property Management

Recommended and Approved by: Ray de la Feuilliez, Assoc. Superintendent, Facilities Property Management & Maintenance

Virgil L. Morgan, Superintendent of Schools

Approved in Open Board Meeting on:

**FEB 19 1991**

BY:

Robert D. Parker

School Board Chairperson

## 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 HOLLYWOOD 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 two school sites adjacent to each other designated as Apollo Middle school and Hollywood Park Elementary located in Broward County, Florida, hereinafter referred to as "school grounds"; 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 desirous of utilizing a portion of the school grounds as an area which would be sub-leased;

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 CITY and the County;

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

1. The above recitals are true and correct and are incorporated herein.

2. The lease agreement dated the 27th day of February 1969 as amended the 17th day of April 1975 between the CITY and the BOARD is hereby cancelled, and is no longer in force and effect.

3. The BOARD does hereby lease to the CITY an area shown on the sketch attached hereto, designated "LEASED AREA" and made a part hereof as prepared by The School Board of Broward County, Florida Facilities Department, under the terms and conditions hereinafter set forth.

4. The term for which the CITY leases said premises is 40 years from the date of the execution of this lease agreement by both parties, 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 8 hereinafter set forth.

5. The BOARD and CITY specifically agree and understand that the CITY may sub-lease the leased property for the purpose of the construction and operation of a facility to be used for the benefit of a tax exempt organization under Section 501(c) of the Internal Revenue Code, that portion which may be sublet is identified on page 3 and 4 of the attachment to this agreement.

6. The property herein leased is to be used strictly for recreational purposes available to the citizens of the area with the exception of the area which may be sublet under Paragraph 5. The facilities herein leased are to be used strictly as stated herein and no other use shall be permitted unless specifically approved by the BOARD in writing.

7. 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 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 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 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.

8. (a) The CITY and BOARD agree that this lease may only be cancelled or terminated by mutual consent of both parties hereto for the area which may be sublet under Paragraph 5.

(b) All other areas leased to the CITY shall be subject 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.

(c) 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.

9. (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, subject to Paragraph 8A, 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 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 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, described above in Section 9a hereof, shall be used to arrive at a binding price.

10. It shall be the responsibility of the CITY to keep the grounds and facilities herein leased, clean, sanitary and free from trash and debris, and also the 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 clearing and/or mowing of said 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.

11. The BOARD shall be allowed to use the recreational facilities during the school day when school is in operation and at other times when school activities are scheduled. It is intended that the city recreation department and the school work together coordinating a schedule of activities on the leased area to the maximum benefit of the community and its citizens.

12. The upkeep and maintenance of all areas herein leased, including but not limited to any buildings constructed, parking areas and recreational areas, 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.

13. 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 facilities and 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.

14. At the termination of this lease, in the event the same is not cancelled by the BOARD or the CITY prior thereto, all permanent facilities, such as buildings, parking areas, permanent recreation facilities, etc., shall become the property of the BOARD and the CITY shall have the right to remove all moveable (non-permanent) facilities, and to further provide that the facility of any sub-tenant shall be treated under Section 9 with respect to reimbursement of real property.

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 February 19 day of February, 1998.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: [Signature]  
Chairperson

Attest: [Signature]  
Secretary

Approved as to form:

\_\_\_\_\_  
School Board Attorney

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

THE CITY OF HOLLYWOOD, FLORIDA

By: [Signature]  
SAL OLIVERI, MAYOR

Attest: [Signature]  
MARTHA S. LAMBOS, CITY CLERK

Approved: [Signature]  
PAUL E. WIMBERLY  
DIRECTOR OF FINANCE

Approved as to Form and Legality:  
[Signature]  
ALAN B. KOSLOW, CITY ATTORNEY

RIDER TO LEASE AGREEMENT

Between: The School Board of Broward County and the City of  
Hollywood

For: Recreational Areas  
Hollywood Park Elementary/Apollo Middle

1. The areas designated "temporary use" as shown on Exhibit "A" of the lease agreement shall be used by the Board through January, 1993 for the placement and operation of temporary portable classrooms.
2. At the conclusion of this period, the designated areas shall revert to and become part of the recreational grounds to be used by the City of Hollywood in their recreational program.



**NOTE**

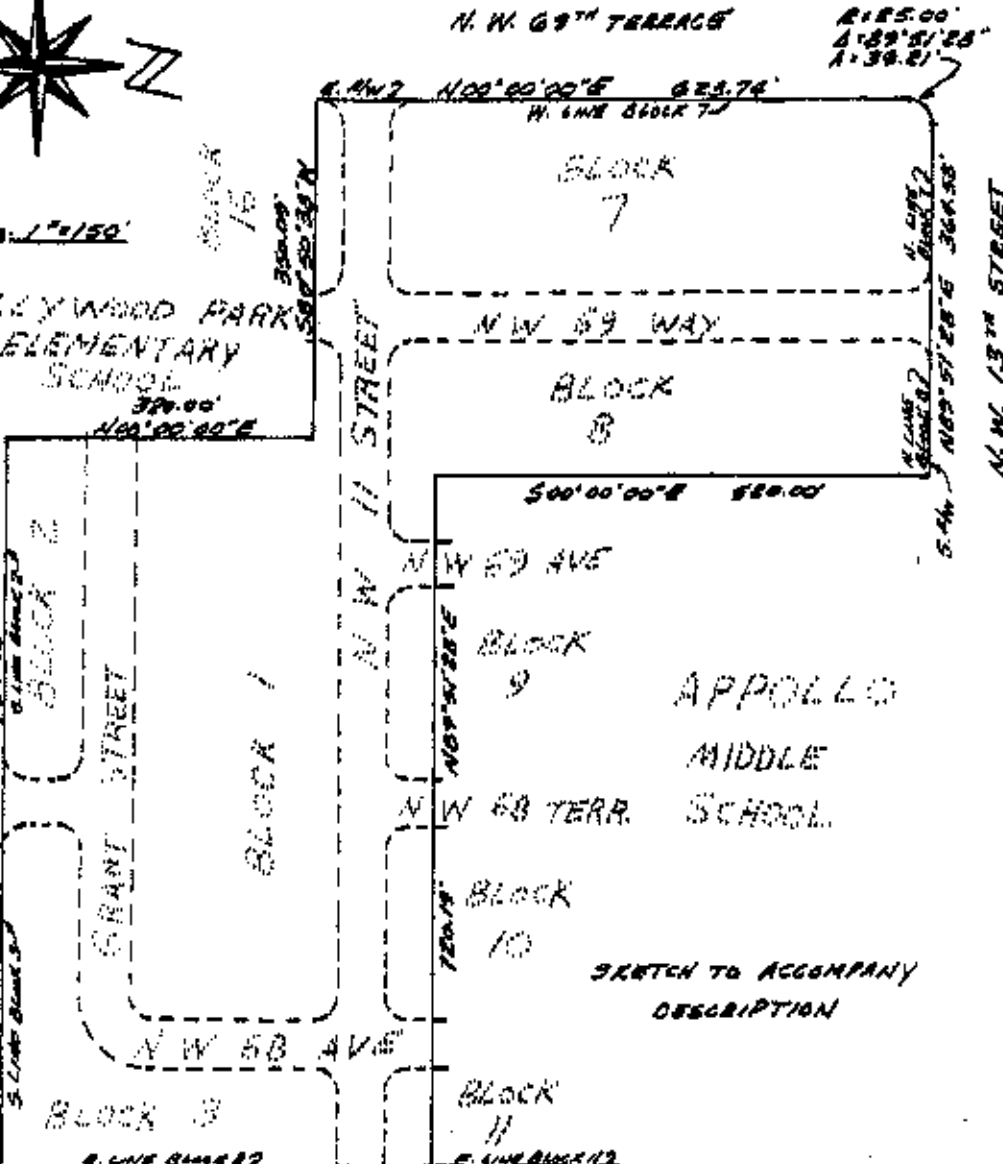
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or measurements set in connection with the preparation of the information shown hereon.

FOR: BROWARD COUNTY SCHOOL BOARD



SCALE: 1" = 150'

HOLLYWOOD PARK  
ELEMENTARY  
SCHOOL



APPOLLO  
MIDDLE  
SCHOOL

SKETCH TO ACCOMPANY  
DESCRIPTION

NT  
BEGINNING  
CORNER BLOCK 3  
Block 5B, P12220  
WARD COUNTY RECORDS

AREA LEASED TO  
THE CITY OF HOLLYWOOD

SHEET 2 OF 2 SHEETS

DATE: 2-5-91

DATE and/or REVISIONS	DATE	BY	CND

NOTE: The undersigned and GRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected hereon pertaining to easements, right-of-way, lot back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

NO. 89-0089H DRAWN BY: T.S. CHECKED BY: [Signature] P.B. N/A PG. FILE NO. 044-DON

DESCRIPTION:

A PORTION OF BLOCKS 1 AND 2 AND ALL OF BLOCK 3, TOGETHER WITH A PORTION OF THE DEDICATED RIGHT-OF-WAY FOR N.W. 68TH AVENUE, N.W. 68TH TERRACE AND GRANT STREET, AS SHOWN ON "BOULEVARD HEIGHTS SECTION FIFTEEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BLOCKS 7, 8, 9, 10, 11 AND 16, AND A PORTION OF THE DEDICATED RIGHT-OF-WAY FOR N.W. 11TH STREET, N.W. 68TH AVENUE, N.W. 68TH TERRACE, N.W. 69TH AVENUE AND N.W. 69TH WAY, AS SHOWN ON "BOULEVARD HEIGHTS SECTION 5", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 3 OF THE SAID PLAT OF "BOULEVARD HEIGHTS SECTION FIFTEEN"; THENCE SOUTH  $89^{\circ}50'38''$  WEST, ALONG THE SOUTH LINE OF SAID BLOCKS 3 AND 2, A DISTANCE OF 759.78 FEET; THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 320.00 FEET; THENCE SOUTH  $89^{\circ}50'38''$  WEST, A DISTANCE OF 390.09 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 16, SAID LINE BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF N.W. 69TH TERRACE; THENCE NORTH  $00^{\circ}00'00''$  EAST, ALONG THE WEST LINE OF SAID BLOCKS 16 AND 7, A DISTANCE OF 623.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  $89^{\circ}51'28''$  AND AN ARC DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY, THENCE NORTH  $89^{\circ}51'28''$  EAST, A DISTANCE OF 364.58 FEET, THE LAST DESCRIBED COURSE BEING ALONG THE NORTH LINE OF SAID BLOCKS 7 AND 8, SAID LINE BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF N.W. 13TH STREET; THENCE SOUTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 520.00 FEET; THENCE NORTH  $89^{\circ}51'28''$  EAST, A DISTANCE OF 720.19 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 11; THENCE SOUTH  $00^{\circ}01'15''$  EAST, ALONG A PORTION OF THE EAST LINE OF SAID BLOCK 11 AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 448.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 588.168 SQUARE FEET OR 13.502 ACRES MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF BLOCK 7 OF "BOULEVARD HEIGHTS SECTION FIVE" BEING DUE NORTH.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRAVER-THOMPSON & ASSOCIATES INC.

THOMAS O. SHAHAN  
PROFESSIONAL LAND SURVEYOR NO. 4387  
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS  
C0001 D44-D08  
JOB NO. 89-0099H  
DATED: FEBRUARY 5, 1991

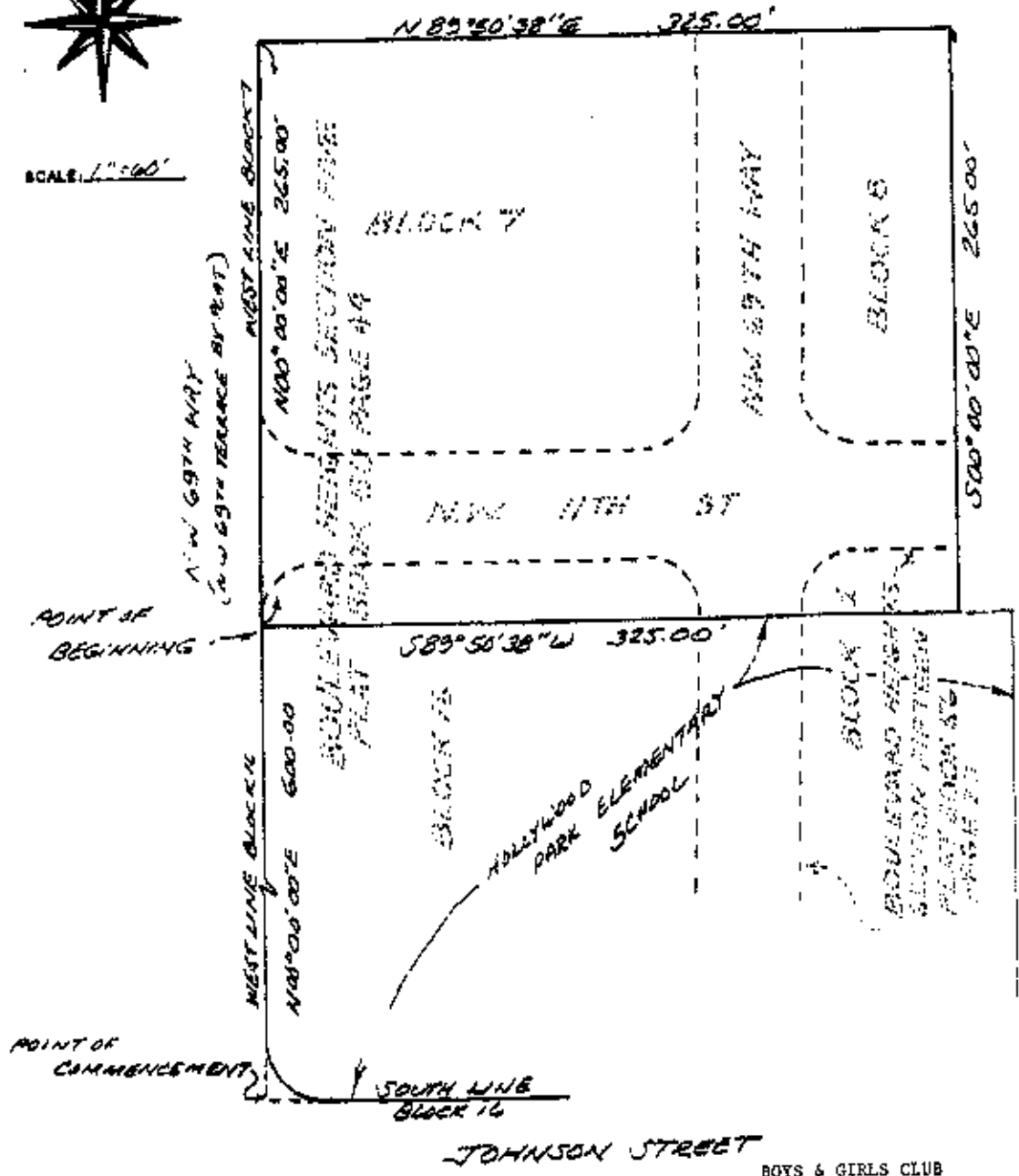
*Legal Description  
for leased  
boundary to  
city of Hollywood*





FOR: BRANFORD COUNTY SCHOOL BOARD

**NOTE**  
 THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in accordance with the preparation of the information shown herein.  
**NOTE: BEARINGS ARE ASSUMED**



DATE: 1/21/91 BOYS & GIRLS CLUB  
**SHEET 2 OF 2 SHEETS**

UPDATES AND/OR REVISIONS	DATE	BY	CHKD

**NOTE:** The undersigned and GRAVEN THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected hereon pertaining to easements, right-of-way, set back lines, resolutions, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate site verification.

**NOTE:** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 89-0055-H DRAWN BY: G.B. CHECKED BY: T.S. F.B. 5887 P.G. 099-00W FILE NO.