

LEASE AGREEMENT

CITY OF GAINESVILLE, FLORIDA  
AND  
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 3rd day of March, 1980, by and between the City of Gainesville and the School Board of Alachua County, Florida.

WHEREAS, the governing bodies of the City and School Board are mutually interested in an adequate program of community recreation under the auspices of the City of Gainesville; and

WHEREAS, said governing bodies recognize the need in the Lincoln-Williams area in which said schools are located, for park, recreational and playground, and other facilities for the use and enjoyment of the citizenry of said school area; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for adequate programs of community recreation; and

WHEREAS, in the interest of providing the best service with the least possible expenditures of public funds, full cooperation between the City and the School Board is necessary.

NOW, THEREFORE, said City and School Board do agree to cooperate with each other in carrying out the above purposes, and to that end do agree as follows:

1. The School Board of Alachua County, Florida, will make available to the City for community recreational activities the Lincoln-Williams Schools' park and playground areas and facilities which are suitable for community recreation activities. These park and playground areas are described as follows:

Commence at the southeast corner of Lot 2, Block 3, Range 8, Goss Addition to Gainesville, PB A-34, Public Record of Alachua County, Florida, and run north along the east line of said Goss Addition 620 feet, thence run West 40 feet to the west line of S.E. 15th Street and the Point of Beginning: Thence continue west 400 feet, thence run north 55 feet, thence run west 1,130 feet more or less to the east line of S.E. 12th Street, thence run north along said east line 210 feet, thence run east 280 feet, thence run north 380 feet, thence run east 650 feet, thence run north 400 feet to the south line of S.E. 7th Avenue, thence run east along said south line 600 feet to the intersection of S.E. 15th Street, thence run south along the west line of said S.E. 15th Street 1,050 feet to the Point of Beginning. Less and except a 90 foot by 55 foot strip at the intersection of S.E. 9th Avenue and S.E. 12th Street deeded to the City of Gainesville as per Official Record Book 965, page 156, Public Records of Alachua County, Florida.

2. These park and playground areas will be made available to the City of Gainesville for a period of twenty-five (25) years, beginning June 1, 1980 and ending twenty-five (25) years thereafter. This lease may be renewed, at the option of the City, for successive terms of twenty-five (25) years each under the same terms and conditions as provided herein unless the School Board objects, in writing, to such renewal at least one (1) year prior to the expiration of the current term.

3. The above described areas may be used by, and will be deemed to be under the control and supervision of, the School Board between normal and regular school hours, on regular school days when utilized for regularly scheduled school activities. Except as set forth in paragraph 4, the City will be deemed to have supervision and control of the area described at all other times and such will be open to public use during reasonable hours. Each party shall pay the utility costs for the periods during which said area is used by the respective parties.

4. Occasional school activities that require the use of the described area before or after regular school hours, including weekends and holidays, may be scheduled through the City provided that such activities do not unduly interfere with public use. During such activities the described area will be under the control and supervision of the School Board. The scheduling of such activities will be done in advance, and a schedule of their scope, time, and duration posted on the site.

5. It is agreed that the City may renovate existing facilities and build and construct recreational improvements in the park and playground areas previously described, subject to approval by a designated representative of the School Board. Any renovations, rehabilitations, and installations of equipment or construction of facilities on said premises, for community recreation purposes, shall be at City's cost.

6. The City, through its Recreation Department, agrees to provide adequate personnel to supervise the public recreation activities. The City, through its Recreation Department, agrees to maintain and repair all sites, equipment, play areas, ball parks, lighting, etc., in the area described to be the park and playground area. It is further agreed that the City Recreation Department will furnish and supply all expendable materials necessary for carrying on a community recreation program for all ages in the area when such is under its supervision and control.

7. It is understood and agreed that the personnel employed by the City on this project and subsequently other City personnel employed in recreation programs, shall be under the supervision of the City. The school principals will be involved in planning for the community recreation program to be conducted by the City in the playground and park sites and facilities previously described above.

8. It is agreed that recreation programs to be conducted by the City on the area jointly used shall be implemented by the City only after the Director of the City Recreation Department and a designated representative of the School Board have met and discussed the same.

9. The plans and specifications for the renovation/rehabilitation of existing facilities and placement of all

equipment, facilities, and permanent improvements upon said premises and the type, design, and construction thereof shall be approved by the City Recreation Department and a designated representative of the School Board prior to any renovation or installation thereof.

10. Any renovated sites and facilities and other improvements made or equipment installed or erected on said premises by the City shall remain the property of the City and may be removed at the expense of the City after this agreement is terminated. Any landscaping or paving that has been installed shall remain on the property. The City agrees to leave the site or facility in reasonable repair after such removal.

11. The parties recognize that the City is self-insured for amounts up to \$100,000 for each occurrence and has general and automobile liability insurance coverage for amounts exceeding \$100,000. The City agrees to obtain an endorsement adding the School Board as an additional insured to such liability policy.

12. The parties agree that if, during the term of this lease, the School Board reasonably determines that it has need or use for the subject property, or any portion thereof, for educational purposes, it shall have the right to request of the City, after reasonable notice, that the City make application to the United States Department of the Interior, or other appropriate federal agency, so as to obtain the release of such land

from any restrictions that may have been placed upon it by said federal agency. In such regard, the City agrees that it shall assure to the federal agency that it has available adequate recreation properties and opportunities of reasonably equivalent location and usefulness which shall be used as a substitute for the subject property. The City shall diligently pursue, in good faith, the release of the property from any restrictions of a federal agency, as requested by the School Board, and will consent to the release of such property from the terms of this Lease Agreement. Provided, however, that both parties hereto acknowledge and recognize that despite the City's good faith effort in seeking to release such property, the decision to do so is nevertheless vested in the Secretary of the Department of Interior or other appropriate persons designated from time to time by federal law.

13. The parties agree that if, during the term of this lease, the city reasonably determines to substitute all or part of the recreational facilities located on the subject property with other recreation properties of reasonably equivalent location and usefulness then, after giving reasonable notice to the School Board, the City may relocate all or part of said facilities. If only some facilities are relocated the area covered by the lease shall then be reduced to the extent that such removal eliminates the City's use of that portion of the described area. The City shall submit a revised description



of the area which will remain subject to this agreement and this lease shall be modified to incorporate such revised description. If all facilities are to be substituted for this lease may be terminated by the City upon reasonable notice to the School Board.

It is understood that any substitution must be approved by the Secretary of the Department of the Interior or other appropriate persons designated from time to time by federal law.

14. The failure to enforce any portion or section of this Lease Agreement shall not be construed to constitute a waiver of said portion or section or any other portion or section of this Lease Agreement at that time or at any time in the future.

15. This Lease Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes herein expressed on the day and year first written above.

CITY OF GAINESVILLE, FLORIDA

ATTEST:

Mary Ann S. Frayer  
CLERK OF THE COMMISSION

By W. M. Howard  
MAYOR-COMMISSIONER

THE SCHOOL BOARD OF ALACHUA  
COUNTY, FLORIDA

ATTEST:

Walter L. Seckler

By Charles S. Chestnut III  
PRESIDING CHAIRMAN OF THE BOARD

Approved as to form and correctness

By J. T. Frankenberger  
J. T. Frankenberger, City Attorney  
City of Gainesville, Florida

MAR 06 1980