

LEGISTAR NO.

110650-1

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2012, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, a Florida school district, 620 East University Avenue, Gainesville, FL 32601, ("Board"), and THE CITY OF GAINESVILLE, a municipal corporation of the State of Florida, 200 East University Avenue, Gainesville, FL 32601 ("City").

WHEREAS, the City is mandated to manage and treat stormwater within its limits, and is in need of open spaces for such purposes; and

WHEREAS, the Board has open spaces at school sites within the City of Gainesville; and

WHEREAS, the Parties seek to co-operate in the management and treatment of stormwater.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the Parties hereto agree as follows:

1. PROPERTY: The Board hereby leases to the City those parcels located on Board's school sites within the City of Gainesville, as described in the Attached Exhibit "A" ("*The Leased Premises*").

To have and to hold the same Leased Premises for the term of this Lease Agreement.

2. TERM OF AGREEMENT: This Lease Agreement shall begin on the date it has been fully executed, and shall continue in effect for a term of ninety-nine (99) years from that date, at which time it will expire without further action by either party.
3. USE OF LEASED PREMISES:
 - A. The City may, at its sole discretion, construct any stormwater management facilities on the Leased Premises, subject to the laws and regulations applicable to school board properties relating to life safety and security. The City shall give the Board thirty (30) days advance written notice of its intention to construct stormwater facilities on any of the properties comprising the Leased Premises.
 - B. The parties agree to mutually cooperate with each other with respect to the design of any stormwater facilities that the City elects to construct on the Leased Premises.
 - C. The City shall be responsible for maintenance of the Leased Premises only after it has constructed stormwater management facilities thereon.
 - D. Until such time as the City constructs stormwater management facilities on any of the Leased Premises, the Board shall have the right to use the Leased Premises, so long as

any such use does not interfere with the City's future use of the Leased Premises, and shall have the responsibility for the maintenance of said Leased Premises,.

4. RENT: The lease payment for all properties shall be \$12,786.68 per month initially that will be adjusted upward or downward based upon the rates charged by the City against all customers of the stormwater utility (the number of ERUs used in this calculation is 1,620).
5. SUBSTITUTE ACREAGE: In the event the Board needs to utilize any of the parcels contained in the Leased Premises prior to the time the City elects to construct a stormwater management facility on that parcel, the Board agrees to substitute equivalent acreage at alternative sites mutually agreed to by the parties.
6. NOTICE: Notice under this Lease Agreement shall be given in writing, by hand or by U.S. Mail, postage pre-paid and addressed as noted below. Notice shall be effective upon delivery, if by hand, or three (3) days after the date of posting, if by U.S. Mail:

If to Board: Executive Director, Facilities
5300 NE 39th Avenue
Gainesville, FL 32601
Tel.: (352) 955-7400

If to City: City Manager
P. O. Box 490, Station 6
Gainesville, FL 32627
Tel.: (352) 393-8675

7. NO WARRANTY: The Board makes no warranty respecting the condition or suitability of the Leased Premises.
8. NO WAIVER: In the event that either party fails to enforce any obligation of the other party under this Lease Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.
9. ASSIGNMENT OR SUBLEASE: Neither Party may assign or sublease any part of the Leased Premises without the prior written consent of the other party.
10. ENTIRE AGREEMENT: This Lease Agreement reflects the entire agreement between Board and City with respect to the Leased Premises.

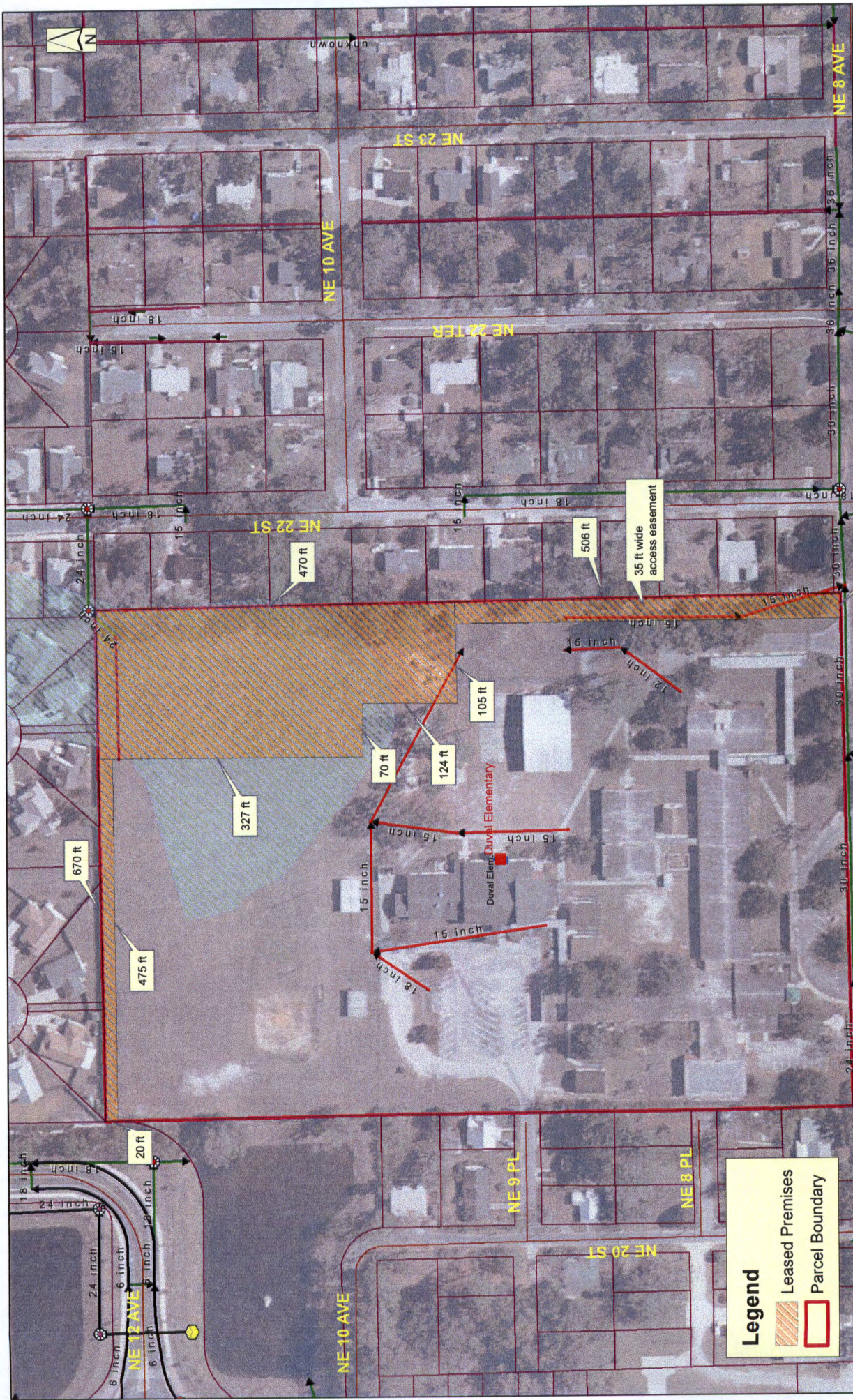
Exhibit "A"
("The Leased Premises")
to the Lease Agreement
Between City of Gainesville and
School Board of Alachua County
As per the Interlocal Stormwater Cooperation Agreement
Between the Parties
Dated January 4, 2012

Map Series:

A. Quinn Jones Center	1 of 16
Howard W. Bishop Middle School	2 of 16
Charles Duval Elementary School	3 of 16
Stephen Foster Elementary School	4 of 16
Gainesville High School 1	5 of 16
Gainesville High School 2	6 of 16
J.J. Finley Elementary School	7 of 16
Kirby Smith Center	8 of 16
Sidney Lanier Center	9 of 16
Abraham Lincoln Middle School	10 of 16
Littlewood Elementary School	11 of 16
Professional Academies Magnet at Lofton High School and Horizon Center	12 of 16
W.A. Metcalfe Elementary School	13 of 16
M.K. Rawlings Elementary School	14 of 16
Myra Terwilliger Elementary School	15 of 16
Joseph Williams Elementary School and Abraham Lincoln Middle School	16 of 16



Map 2 of 16: HOWARD W. BISHOP MIDDLE SCHOOL



Map 3 of 16: CHARLES DUVAL ELEMENTARY SCHOOL

1 inch = 110 feet

0 70 140 280 420 560 Feet



Map 5 of 16: GAINESVILLE HIGH SCHOOL 1


1 inch = 64 feet

Feet

0 37.5 75 150 225 300



Legend

-  Leased Premises
-  Parcel Boundary

0 37.5 75 150 225 300 Feet

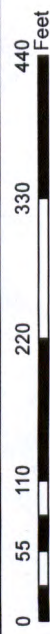
1 inch = 64 feet

Map 6 of 16: GAINESVILLE HIGH SCHOOL 2



Map 7 of 16: J.J. FINLEY ELEMENTARY SCHOOL

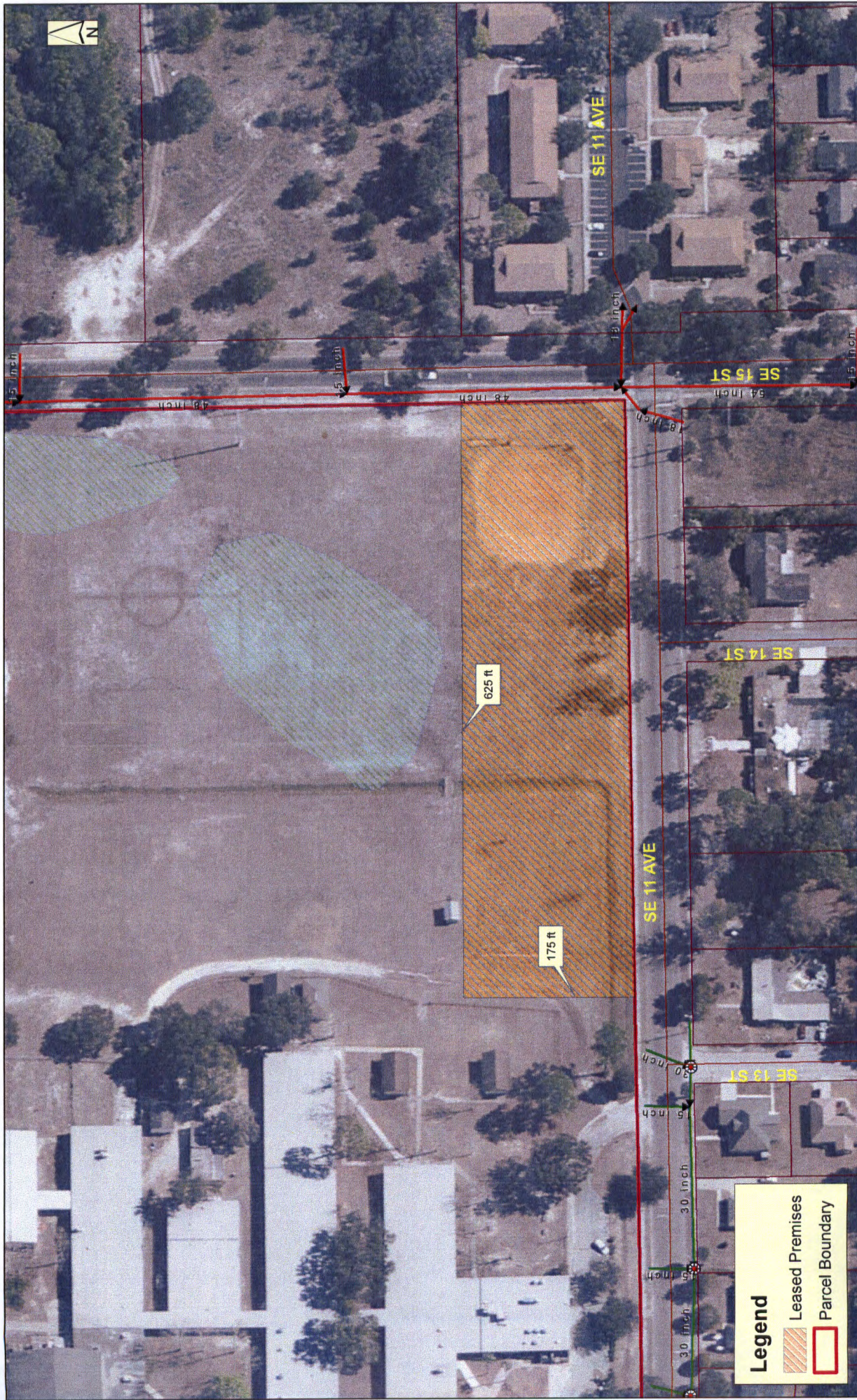
1 inch = 93 feet



Legend

- Leased Premises
- Parcel Boundary



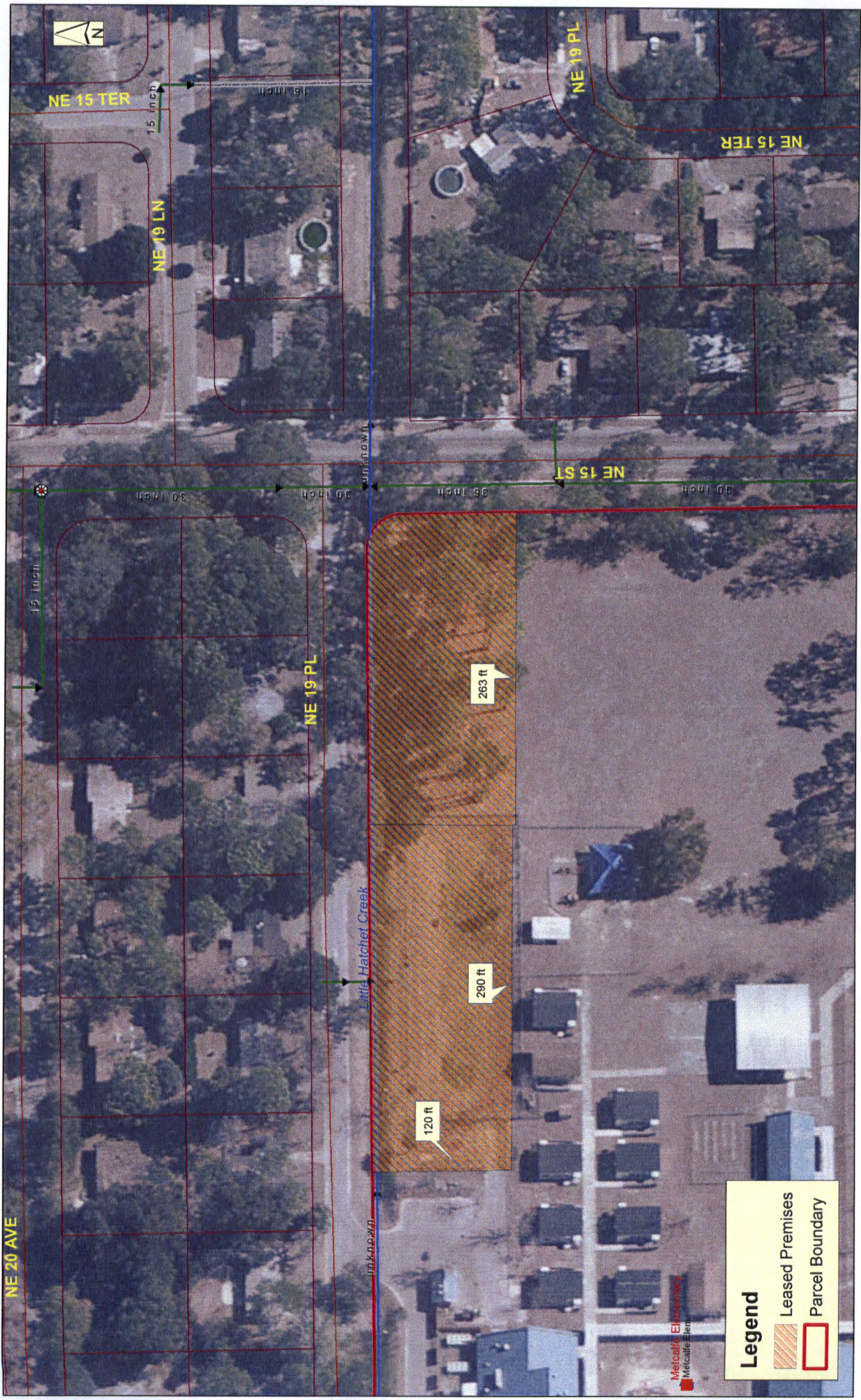


Legend

- Leased Premises
- Parcel Boundary

0 55 110 220 330 440 Feet
 1 inch = 88 feet
 Map 10 fo 16: ABRAHAM LINCOLN MIDDLE SCHOOL





Legend

-  Leased Premises
-  Parcel Boundary



1 inch = 70 feet

Map 13 of 16: W.A. METCALFE ELEMENTARY SCHOOL



Map 14 of 16: M.K. RAWLINGS ELEMENTARY SCHOOL

1 inch = 100 feet



Legend

- Leased Premises
- Parcel Boundary





30 ft easement
around perimeter

NW 62 ST

Terwilliger Elem. Terwilliger Elementary

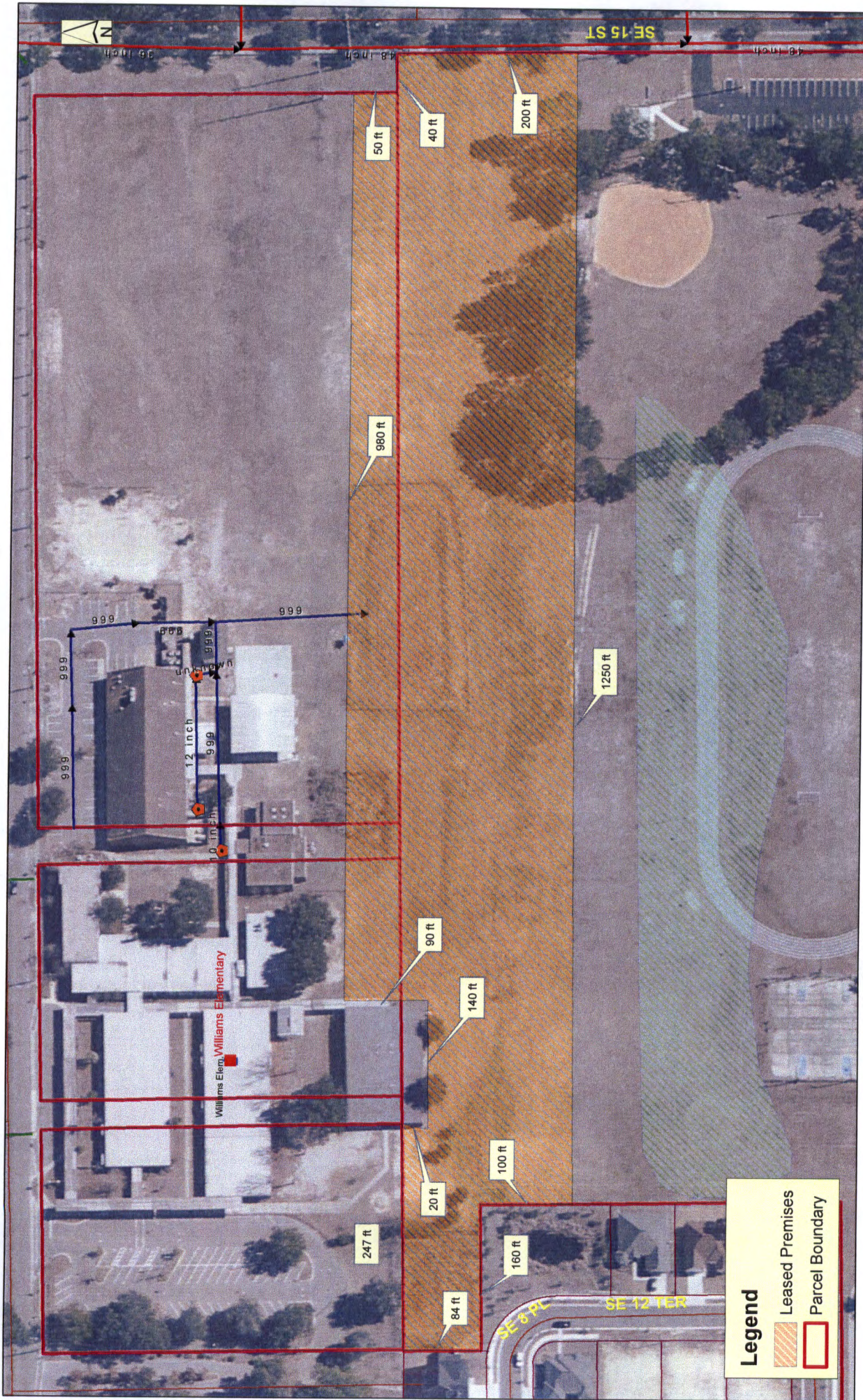
Legend

-  Leased Premises
-  Parcel Boundary



1 inch = 68 feet

Map 15 of 16: MYRA TERWILLIGER ELEMENTARY SCHOOL



Legend

- Leased Premises
- Parcel Boundary

1 inch = 91 feet
440

330

220

110

0

Feet

Map 16 of 16: JOSEPH WILLIAMS ELEMENTARY SCHOOL AND ABRAHAM LINCOLN MIDDLE SCHOOL