

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole Baseball Lease Agreement

DEPARTMENT: Library & Leisure Services **DIVISION:** Administration

AUTHORIZED BY: J. Goldman **CONTACT:** J. Suzy Goldman **EXT.** 1600

Agenda Date <u>6/27/06</u> Regular <input checked="" type="checkbox"/> Consent X <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute amendment to the lease agreement with Seminole Baseball, Inc. for the rights to facilities at Soldier's Creek Park through December 31, 2006.
(District 2 – Commissioner Morris)

BACKGROUND:

In June of 1994 the County entered into a 10 year lease agreement with Seminole Baseball, Inc. for the use of fields at Soldier's Creek Park. The term of the agreement ended on April 8, 2004 with the option of an additional ten year renewal period. Due to the changing recreational needs of the County, the lease was renewed through June 30, 2006. As plans for the use of Soldiers Creek Park are not yet finalized, an amendment to the lease is requested extending the term through December 31, 2006. This will allow for baseball programs to continue while the design process is completed.

Reviewed by:
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CLLA01</u>

**FIRST AMENDMENT TO NON-EXCLUSIVE LEASE
SEMINOLE COUNTY AND SEMINOLE BASEBALL INCORPORATED**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Lease made and entered into on the 9th day of January, 2006, between **SEMINOLE BASEBALL INCORPORATED**, whose mailing address is Post Office Box 180662, Casselberry, Florida 32707-0662, hereinafter referred to as "TENANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD".

W I T N E S S E T H:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Lease on January 9, 2006 for park use for youth baseball activities; and

WHEREAS, the parties desire to amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 15 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. Section 2 of the Lease is amended to read:

Section 2. Term. The TENANT shall have use of said property for five (5) days each seven (7) day week with the specific days of occupancy to be determined by the Director of Library and Leisure Services or her designee. This lease shall become effective on December 31, 2005 and shall run through December 31, 2006. At the option of the parties, this Lease may be extended for one (1) additional six (6) month term. The Director of Library and Leisure Services is hereby authorized to extend this Lease for the additional six (6) month term on behalf of

