

## **PINEHILL PARK LEASE AGREEMENT**

THIS LEASE AGREEMENT by and between the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation within Pasco County, Florida , hereinafter referred to as the “LESSOR”, and PASCO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “LESSEE”.

### **WITNESSETH:**

WHEREAS, on June 7, 1926, the City of New Port Richey applied for a tax deed for the ten (10) acres known as the Pinehill Park at 6220 Pine Hill Road; and

WHEREAS, in 1986 Pasco County residents voted to support a bond for park facilities; and

WHEREAS, on October 21, 1986, Pasco County entered into an agreement with New Port Richey for the Pinehill Road Recreation Complex for a period of ten (10) years, renewable in ten (10) year increments; and

WHEREAS, on February 23, 1988 the addendum to agreement was executed incorporating the improvements and extending the life of the agreement to fifteen (15) years to conclude with the life expectancy of the improvements (2003); and

WHEREAS, Federal Community Development Grant Funds were used to construct; and

WHEREAS, the agreement automatically renewed in 2003 for ten (10) additional years with mutual consent of the parties; and

WHEREAS, the agreement expired in 2013 without a successor agreement; and

WHEREAS, Exhibit B of the previous agreement provided terms and conditions for the use of the facilities by the West Pasco Little League; and

WHEREAS, Pasco County has developed a new League Use Agreement with the West Pasco Little League, and

WHEREAS, the parties wish to update the Lease Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereby agree as follows:

SECTION 1: PREMISES

In consideration of the rents herein received and of the covenants and agreements herein contained, the LESSOR has leased and does by these presents, lease unto the LESSEE a park site known as the Pinehill Park, 6220 Pine Hill Road, Port Richey, Florida 34668-6760, including four baseball fields with accompanying dugouts; concession building; maintenance building; and restroom building; said buildings being part of and contained on the parcel of land identified by the Pasco County Property Appraiser's Office as being part of Parcel I.D. No. 33-25-16-0000-00100-0000.

SECTION 2: TERM

The term of this Lease shall be for a period of -three (3) years, and shall commence on execution of this lease by both parties hereto and may be terminated by either party upon sixty (60) days written notice to the other party. The Lease term shall otherwise be automatically renewed for two (2) additional one (1) year periods, unless either party notifies the other in writing no less than sixty (60) days prior to the end of the one year period.

SECTION 3: TERMINATION

This Lease shall automatically terminate at the end of the term. Upon termination, the LESSOR shall resume full responsibility for the park property and all activities thereon.

SECTION 4: PAYMENT

For and in consideration of the leased premises, LESSEE agrees to pay maintenance and upkeep costs of the premises and buildings located thereon, subject to funding availability as established by the BCC in their budget. Nothing in this agreement precludes LESSOR from performing maintenance.

SECTION 5: INSURANCE

It is understood and agreed that as owner the LESSOR shall be responsible for comprehensive coverage for all structures on the park property. It is understood and agreed that the LESSEE is self-insured for public

liability, and medical payments and shall be liable for injuries on the premises due to LESSEE's use up to the statutory liability limits provided in Section 768.28, Florida Statutes.

#### SECTION 6: BUILDINGS INTERIOR

The LESSEE agrees to keep the premises clean and in good order; to keep, at its own expense, the inside of same in as good repair as it is now including, but not limited to, maintenance of lighting, plumbing, and air conditioning.

All additions, fixtures, or improvements which may be made by LESSEE to the leased premises, except furniture and equipment which may be removed without damage to the premises, shall become the property of LESSOR and shall remain upon the premises as a part thereof, and shall be surrendered with the premises at the termination of this Lease. All materials, thereof, shall be equal in class and quality to that now in said building.

Repairs necessary because of structural defects or failure of the plumbing system, well or septic tank, electrical and air conditioning systems shall be made by the LESSEE.

#### SECTION 7: BUILDINGS EXTERIOR

LESSEE agrees, at its own expense and cost, to maintain the structural components, outer walls, roof, doors, glass, exterior of said building, parking lots, and common areas in good condition and repair. LESSOR may make additional improvements and add amenities at their own cost. Maintenance of these amenities to be negotiated.

#### SECTION 8: UTILITIES

The LESSEE shall be responsible for payment of electric, telephone, water, sewer, solid waste costs, and trash disposal services used by the LESSEE for the premises.

#### SECTION 9: DESTRUCTION OF PREMISES

In case said building is damaged by fire or other casualty, rendering said premises completely untenable but capable of being put in tenantable condition within ninety (90) days from the damage, said LESSEE and LESSOR shall, as soon as possible, work together to proceed towards repair and put the same in such tenantable condition; but, in case said building is so damaged as to be incapable of being again put in

tenantable condition within ninety (90) days from the time of the damage, either party shall have the right to cancel this Lease by writing to the other party within thirty (30) days after the damage thereof.

SECTION 10: ENTRY

The LESSEE, during the term, shall permit inspection of the demised premises during reasonable hours by the LESSOR or the LESSOR's agent or representative.

SECTION 11: REMEDIES ON BREACH

If LESSEE breaches the Lease, LESSOR shall have all the rights, remedies, and actions available under Florida State Law. If LESSOR breaches this Lease, LESSEE shall have all the rights, remedies, and actions available under Florida State law.

SECTION 12: LEGAL NOTICE

All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party in this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and return receipt requested, and addressed as follows:

To LESSOR: CITY MANAGER  
CITY OF NEW PORT RICHEY  
5919 MAIN STREET  
NEW PORT RICHEY, FL 34652

To LESSEE: PASCO COUNTY PARKS, RECREATION  
AND NATURAL RESOURCES DEPARTMENT  
4111 LAND O' LAKES BLVD., SUITE 202  
LAND O' LAKES, FL 34649

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided, may be changed by written notice given by such party as above provided.

SECTION 13: SUCCESSORS AND ASSIGNS

This Lease and all the terms and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their personal representatives, heirs, successors and permitted assigns. LESSEE agrees not to assign this Lease or to sublet any part of said premises without written consent of LESSOR.

SECTION 14: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### SECTION 15: BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

#### SECTION 16: SCHEDULING OF MAINTENANCE AND USES

The LESSEE shall have full authority and responsibility to schedule all maintenance and uses of the buildings and premises including all League Use Agreements. All capital improvements greater than Five Thousand and 00/100 Dollars (\$5,000.00) shall require written approval from LESSOR. The LESSOR will work with LESSEE to plan capital improvements and to assist with funding when possible.

#### SECTION 17: MISCELLANEOUS

1. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters herein. Prior agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

2. Assignment: No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by all parties to this Agreement.

3. Modifications: No modification, addendums, or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

4. Sovereign Immunity: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of PASCO COUNTY and the City of New Port Richey.

5. Law: This Agreement shall be governed by the laws of the State of Florida.

6. Venue: For any and all disputes about this Agreement, whether mediation, arbitration or otherwise shall be in Pasco County, Florida.

7. Equal Parts: All parties hereto agree that this Agreement has been drafted in equal parts.

8. Time is of the essence to all provisions of this Lease.

9. Attorney's fees: In the event any legal action, arbitration, mediation, litigation or the like shall be instituted by the LESSEE for any breach by the LESSOR of any term, condition or covenant herein, the LESSOR shall pay to LESSEE reasonable attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LESSOR:**  
CITY OF NEW PORT RICHEY, FLORIDA

By: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires

(SEAL)

ATTEST:

**LESSEE:**  
BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

\_\_\_\_\_  
PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

\_\_\_\_\_  
KATHRYN STARKEY, CHAIRMAN

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