

RESOLUTION 2001 - 157

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE ST. AUGUSTINE LITTLE LEAGUE, INC. FOR USE OF THE LITTLE LEAGUE BASEBALL COMPLEX FOR THE TRIPLE CROWN SPORTS FALL NATIONAL FINALS.**

WHEREAS the Board of County Commissioners authorized the execution of a contract between St. Johns County and Triple Crown Sports, Inc. on March 6, 2001 for the production of the 2001 – 2005 Fall National Finals; and,

WHEREAS the Contract specifically states that the County “will lease the St. Augustine Little League Baseball Complex” for this purpose; and,

WHEREAS these facilities shall be made available to Triple Crown Sports on each of the four (4) weekends in the month of October of each year from Thursdays through Sundays; and,

WHEREAS St. Johns County agrees to reimburse the St. Augustine Little League, Inc. the reasonable costs for sewer/water, electricity, and trash collection associated with these events; and,

WHEREAS the St. Augustine Little League, Inc. is receptive to this lease arrangement,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA that the County Administrator is authorized to enter into a lease with the St. Augustine Little League, Inc. for use of the baseball complex on Osceola Elementary Road under the terms and conditions as stated in the attached lease document identified as Exhibit “A”.

PASSED AND ADOPTED this 24<sup>th</sup> day of July, 2001, by the Board of County Commissioners, St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY

Mark Javalone  
Its Chair

ATTESTED: CHERYL STRICKLAND, CLERK

BY

Patricia DeGrande  
Deputy Clerk

## EXHIBIT A

### LEASE

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the ST. AUGUSTINE LITTLE LEAGUE, INC., a not - for - profit corporation, as "OWNER" and ST. JOHNS COUNTY, a political subdivision of the State of Florida, as "COUNTY".

WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, including the covenants herein contained, the parties do hereby agree as follows:

#### 1. TERM

The OWNER does hereby lease to the COUNTY for one (1) weekend, Thursday through Sunday, October 11 – 14, 2001, the following described property situate in the County of St. Johns and State of Florida to wit:

the entire St. Augustine Little League Baseball Complex, owned by the St. Augustine Little League, Inc. and situated at 1608 Osceola Elementary Road, St. Johns County, Florida.

#### 2. USE OF PREMISES

COUNTY shall use the leased property only for the purposes of the TRIPLE CROWN SPORTS, INC. FALL NATIONAL TOURNAMENTS, including but not limited to registration, sign-in nights, games, and specialty events contests.

TRIPLE CROWN SPORTS, INC. shall receive 100% of gate proceeds and TRIPLE CROWN SPORTS, INC. shall allow food/drink concession operations provided the proceeds are used for support of youth organizations. TRIPLE CROWN SPORTS, INC. sponsor products will be available through the food and beverage concession.

The dates and times of usage by COUNTY shall be scheduled and coordinated with OWNER so as not to interfere with the usage of the Leased property by the OWNER or others.

**3. MAINTENANCE**

OWNER shall at OWNER'S expense maintain and keep in repair in a good, clean and sanitary condition the leased property, including the buildings, grounds and parking areas. Provided however, the COUNTY shall leave the premises after each use by the COUNTY in the same condition as found by the COUNTY at the commencement of each usage, except only normal wear.

**4. UTILITIES**

COUNTY agrees to promptly pay all extraordinary charges for water/sewer, trash collection, and electricity that are incurred as a result of the increased demand during the leased period. The OWNER shall invoice the COUNTY for these extraordinary expenses within sixty (60) days of the termination of the annual lease period.

**5. INSURANCE**

Each party shall at its own expense keep in force such public liability and property damage insurance to protect its own interests as each party shall deem proper.

**6. LEASE SHALL BE BINDING**

This Lease shall be binding upon and shall inure to the benefit of the respective parties and their successors.

**7. EARLY TERMINATION**

This Lease shall remain in effect for the initial term hereof, and for any extension of the term, unless either of the parties shall in writing notify the other party upon thirty days advance notice of an election to terminate this Lease. Upon termination of this Lease pursuant to this paragraph, OWNER shall have the right to retake possession of the leased property upon expiration of thirty days from the date of said notice.

**8. DAMAGE TO PREMISES**

If the leased property is damaged by fire or from any other cause as to render it untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage.

**9. ENTIRE AGREEMENT**

This instrument contains the entire agreement between OWNER and COUNTY, and there are no collateral agreements, stipulations, promises or understandings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument. This Lease may only be modified by instrument in writing duly signed.

**WITNESS** our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**SIGNED, SEALED AND DELIVERED**

**IN THE PRESENCE OF:**

\_\_\_\_\_  
Witness

ST. AUGUSTINE LITTLE LEAGUE, INC.

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY

BY \_\_\_\_\_

Ben W. Adams, Jr.

County Administrator

ATTEST: CHERYL STRICKLAND

\_\_\_\_\_  
Deputy Clerk