

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Non-Exclusive Second Amendment with Seminole Baseball Incorporated at Soldiers Creek Park

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Don Fisher

CONTACT: Joe Gasparini

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize the Chariman to execute the amendment for the Non-Exclusive Lease agreement with Seminole Baseball, Inc. for the rights to the baseball facilities at Soldiers' Creek Park through June 30, 2008, allowing for two (2) one (1) year extensions.

District 2 Michael McLean

Joe Gasparini

BACKGROUND:

In June 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 a Non-Exclusive Lease Agreement. There have been two subsquent renewals of this Agreement between Seminole Baseball, Inc and Seminole County with the latest expiring June 30, 2007.

As plans for the use of Soliders Creek Park are being finalized, an amendment to the lease is requested extending the term through June 30, 2008. This will allow for the baseball programs and grounds maintenance of the baseball facilities by Seminole Baseball, Inc. to continue while the site is being designed as a baseball only facility.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chariman to execute the amendment for the Non-Exclusive Lease agreement with Seminole Baseball, Inc. for the rights to the baseball facilities at Soldiers' Creek Park through June 30, 2008, allowing for two (2) one (1) year extensions.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Joe Gasparini, Manager
Parks & Recreation

Cc: Don Fisher, Deputy County Manager

From: Kathleen Furey- Tran
o/b/o Ann Colby, Assistant County Attorney
Ext. 7254

Date: May 10, 2007

Subject: Non-Exclusive Lease – Second Amendment
Seminole Baseball Incorporated

A handwritten signature in black ink, appearing to read 'Kathleen Furey- Tran'.

Enclosed is the Second Amendment to the Non-Exclusive Lease between Seminole County and Seminole Baseball Incorporated. The lease extends the Term from July 1, 2007 through June 30, 2008, and allows for two (2) one year (1) extensions.

PLEASE PROVIDE THIS OFFICE WITH A COPY OF THE FULLY-EXECUTED SECOND AMENDMENT.

Please give me a call if you have any questions or changes.

KFT:jjr
Enc. As Noted



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

THIS SECOND AMENDMENT is made and entered into this 4th day of June, 2007 and is to that certain Non-Exclusive Lease made and entered into on January 9, 2006 as amended June 26, 2006, between **SEMINOLE BASEBALL INCORPORATED**, whose address is 627 Estates place, Longwood, Florida 32779, 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, TENANT and COUNTY entered into the above-referenced Non-Exclusive Lease on January 9, 2006, as amended June 26, 2006, for non-exclusive park use for baseball activities; and

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

WHEREAS, Section 15 of the Non-Exclusive 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 Non-Exclusive Lease as follows:

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

SECTION 2. TERM. TENANT shall have the exclusive use of said property for five (5) days during each week with the specific days of occupancy to be determined by the Director of Leisure Services or his designee. This lease shall become effective on July 1, 2007, and run

through June 30, 2008. At the option of the parties, this Lease may be extended for two (2) additional one (1) year terms. The Director of Leisure Services is hereby authorized to extend this Lease for the additional one (1) year term on behalf of COUNTY if he deems it in the best interest of COUNTY to do so.

2. Except as herein modified, all terms and conditions of the Non-Exclusive Lease shall remain in full force and effect for the term of the Non-Exclusive Lease, as originally set forth in said Non-Exclusive Lease.

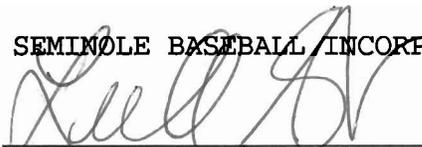
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:



JAMES BARTH, Secretary
(CORPORATE SEAL)

SEMINOLE BASEBALL INCORPORATED

By: 

LEE A. SILER, President

Date:  6/3/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:KFT:jjr
05/07/2007
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