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## AGREEMENT

THIS AGREEMENT made and entered into on this 12th day of November, 1985, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, hereinafter referred to as "City," and the Chi Chi Rodriguez Youth Foundation Inc., a Florida non-profit corporation whose address is Post Office Box 1521, Largo, Florida, hereafter referred to as "Foundation."

## W I T N E S S E T H:

WHEREAS, the City is a municipal corporation owning certain undeveloped land in the North section of the City of Clearwater; and

WHEREAS, the Foundation desires to lease said land from the City in order to operate an environmental/vocational educational and rehabilitative program for young people, and to construct and operate a public golf course and driving range; where young people will have an opportunity to meet and socialize with members of the community at large as an important element of the program; and

WHEREAS, the City finds that the lease of the property for such uses is for a proper public purpose;

NOW, THEREFORE, in consideration of the premises and of the faithful performance by each of the parties of the covenants and agreements between each other made, it is mutually agreed between the parties hereto as follows:

1. For and in consideration of the sum of One Dollar (\$1.00) per year and other good and valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, the City does hereby lease unto the Foundation that certain parcel of real property located in Pinellas County, Florida, which is described in Exhibit A attached hereto.

JUL 2 9 35 AM '87

CLERK OF THE COURT

JUL 2 9 35 AM '87

cc: Operations  
Finance  
11/18/85

2. The initial term of this agreement shall commence on November 12, 1985, and shall end on November 12, 2000, unless otherwise extended or terminated as provided in this agreement. At the end of each year during the first ten (10) calendar years during the term hereof, beginning December 31, 1985, the initial fifteen (15) year term of the agreement shall be automatically extended for one additional year if City has not previously notified the Foundation in writing of City's election not to permit such automatic extension. In no event shall the initial term of this agreement, plus all automatic extensions herein provided for, exceed twenty-five (25) years. As used herein, the expression "term hereof" refers to the initial term hereunder and to any extension thereof as herein provided.

3. The Foundation agrees to develop and construct educational and rehabilitative facilities that will include, among other things, an 18 hole PGA regulation size golf course on that portion of the above-described property located on the West side of McMullen-Booth Road, (herein, the "Project"), and a supplementary PGA Tour family golf center consisting of a driving range on that portion of the above-described property located on the East side of McMullen-Booth Road (herein, the "Driving Range"), and accessory facilities related thereto. The Project shall include the facilities necessary and incidental to the education programs described in Exhibit B to this agreement.

4. The Foundation, at its expense and prior to construction, shall secure any and all permits that may be required by Federal, state, or county governmental regulatory agencies, including but not limited to permits required for environmentally sensitive areas, site work and construction activities. The City will cooperate with the Foundation in attempting to obtain all necessary permits and variances.

5. The Foundation, at its expense and prior to construction, shall secure any and all permits that may be required by the City of Clearwater. With the exception of impact fees, which must be paid by the Foundation, the City agrees to

waive all fees associated with the development of the leased property during the first seven (7) years of the term thereof.

6. The Foundation shall comply with the City's site plan review process and shall provide the City, from the appropriate government agency, evidence of approval of the site plan as it relates to golf course construction in the vicinity of the eagles nest.

7. The Foundation, subsequent to receiving final site plan approval, shall comply with all applicable City codes.

8. The Foundation shall at all times maintain and operate the Project and shall make the golf course available to the general public at fees comparable with other regulation golf courses open to the public within Pinellas County. A schedule of fees shall be furnished to the City for informational purposes when the fees are initially established and as they may be amended from time to time, but not less often than annually.

9. The Foundation shall not use the leased premises for any purpose or purposes other than for charitable and educational purposes as described herein.

10. The Foundation may sublease that portion of the leased property located on the East side of McMullen-Booth Road for the purpose of constructing and operating the Driving Range.

A. The sublease agreement shall incorporate by reference all of the terms of this agreement, and sublessee shall be subject to all of the duties and obligations of the Foundation imposed by this agreement, without relieving the Foundation of any of its duties and obligations hereunder.

B. The initial term of the sublease agreement shall be no greater than the initial term of this agreement. The sub-lease agreement may include a provision for the automatic extension of the initial term, but in no event shall the initial term of the sublease agreement be

extended beyond any extension of this agreement. In the event that the City notifies the Foundation in writing of the City's election not to permit an automatic extension, the Foundation shall give the sublessee notice in writing that the term of the sublease shall likewise not be extended. A failure by the Foundation to give notice to the sublessee as required by this paragraph shall not operate to extend the term of the sublease thereafter, and the sublessee shall be deemed to have constructive knowledge of any written notice by the City to the Foundation of the City's election not to permit an automatic extension of the term of this agreement.

C. The sublease agreement shall be submitted by the Foundation to the City for review and approval prior to its execution, said approval not to be unreasonably withheld.

11. The Foundation shall not assign this lease or any of its rights under this agreement, sublease any part of the leased premises except as authorized above, or mortgage, transfer, hypothecate, pledge or dispose of the leased property in any form or manner whatsoever.

12. The Foundation agrees that construction of the Project and Driving Range will commence within five (5) years and be completed within seven (7) years of the date of this Agreement.

13. The Foundation agrees that, subsequent to the completion of construction in accordance with the certified site plan, it will not make any physical changes to or construct new permanent facilities on the leased property without City approval. The City Manager will have authority to approve minor site plan changes, with City Commission approval required for major revisions.

14. The Foundation agrees to open the golf course and require the sublessee to open the Driving Range to the public at hours similar to those established at other courses and driving ranges open to the public in Pinellas County, except that public use of the golf course will be subject to the requirements of the Foundations's educational and rehabilitative programs.

15. The Foundation shall make no unlawful, improper or offensive use of the leased property nor permit its use in any way to become a nuisance.

16. The Foundation shall be responsible for the maintenance of all features of the leased property including but not limited to drainage, environmentally sensitive land, trees and landscaping, and all improvements to the leased property.

17. The City shall at its expense construct a treated waste water effluent main across the leased property for the purpose of irrigation. The Foundation agrees to use treated effluent for general irrigation purposes insofar as allowed by applicable regulatory authorities.

18. The Foundation shall pay all costs of operating the Project and Driving Range and all costs of maintenance and repair thereof, including all utilities, but a portion or all of the costs of operating, maintaining and repairing the Driving Range may be paid by the sublessee according to such terms as the Foundation and the sublessee may agree. There shall be no expenses chargeable to the City.

19. The City agrees that the Foundation may retain all fees and charges received from the operation of the Project and all income received from the sublessee.

20. The Foundation agrees that all of its income derived from the use of the leased property shall be used for the operation and maintenance of, and improvements to, the Project and Glen Oaks Golf Center.

21. The Foundation agrees that all buildings and other improvements which are permanently affixed by the Foundation on the leased property shall become the property of the City at the expiration or termination of this Agreement.

22. The Foundation shall, prior to the commencement of any activity for which a City permit is required, and at its own expense, purchase and thereafter maintain through the term of this agreement the insurance coverage set forth below:

(1) Property Insurance - Real Property (including improvements or additions)

(a) Form - All Risk Coverage. Coverage shall be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CF0011, CF0013, CF0420, and CF1210. If available, sink hole insurance shall be included. If the provisions of the All Risk policy do not exclude sink holes, as verified by the City's insurance consultants, the Foundation shall be deemed to be in compliance with this paragraph.

(b) Amount of Insurance. The full insurable value on a replacement cost basis.

(c) Flood Insurance. If buildings or structures are located within an identified special flood hazard area, flood insurance shall be provided for the total insurable value of such buildings or structures or the maximum of flood insurance coverage available under the National Flood Program, whichever is less.

(d) The City of Clearwater shall be named as an additional insured.

(2) Boiler and Machinery Insurance. If the improvements include boiler(s), pressure vessel(s), or air conditioning/heating equipment, the Foundation shall maintain comprehensive insurance covering the equipment loss on the demised property resulting from the maintenance and operation of such equipment, including but not limited to repair and replacement of the equipment and liability for damage to the property of others.

(a) Amount of insurance - \$1,000,000 per occurrence.

(b) The City of Clearwater shall be named as an additional insured.

(3) Comprehensive General Liability. Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Service Office and shall include:

(a) Minimum limits of \$1,000,000 per occurrence combined single limits for bodily injury liability, and property damage liability.

(b) Premises and operations coverage.

(c) Independent contractors coverage.

(d) Products and completed operations coverage.

(e) Personal injury coverage with employees and contractual exclusions removed.

(f) Liquor law liability, if applicable.

(g) The City of Clearwater shall be named as an additional insured.

(4) Business Auto Policy. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and shall include:

(a) Minimum limits of \$1,000,000 per occurrence combined single limits for bodily injury liability and property damage liability.

(b) Coverage on all vehicles (owned, hired, and non-owned.)

(c) The City of Clearwater shall be named as an additional insured.

(5) Worker's Compensation. Coverage shall apply for all employees in an amount at least equal to the statutory limits of coverage according to applicable State and Federal laws. In addition, the policy shall include employers' liability coverage with a

limit of \$500,000 per occurrence. If the self-insured status of the Lessee is approved by the State of Florida, the Lessor agrees to recognize and accept same upon proof of such approval.

Copies of all current insurance policies covering insurance required by this agreement shall be furnished to the City Clerk of the City prior to the commencement of any activity for which a City permit is required. Each insurance policy shall provide that not less than sixty (60) days notice of cancellation or restrictive modification of the policy shall be furnished to the City.

23. The Foundation shall pay any Federal, State and local taxes and special assessments which may be levied on the leased property and any improvements placed thereon, and to require the sublessee to pay any such taxes and special assessments with respect to the property subleased to the sublessee and any improvements placed thereon, but it is agreed that the uses herein contemplated serve proper public and municipal purposes, and the parties in no way waive any exemptions permitted by law.

24. If, at any time during the term of this Agreement or any extension thereof, the Foundation should default in the performance of any of its obligations required hereunder, then the City of Clearwater shall furnish to the Foundation a notice in writing specifying the default and giving the Foundation thirty (30) days in which to correct the default. If the default is not corrected within thirty (30) days after giving the notice, then the City may terminate this Agreement and immediately take possession of the leased property, and all improvements thereon shall become the property of the City.

25. In the event of termination of this agreement because of default by the Foundation, and if the Foundation has subleased a portion of the leased property as provided



herein, the sublessee shall assume the rights and obligations of the Foundation under this agreement as if the sublessee were a party to this agreement, with respect to the property which is the subject of the sublease, and as if this agreement had not been terminated, but the terms of this agreement may be re-negotiated with sublessee at that time.

26. The Foundation, not later than six (6) months after the end of each of its fiscal years during the term of this Agreement, shall provide the City with a copy of the Foundation's annual financial statement, including a balance sheet and income statement relating to the Foundation's operations under this Agreement, and shall provide the City with a report of its activities during the fiscal year.

27. The City, with reasonable notice to the Foundation, shall have the right to inspect the leased premises and to review the Foundation's financial records pertaining to the Foundation's operation.

28. In the event the leased property and all improvements are not returned to the City in as good a condition as they are at the time the Certificate of Occupancy is issued, ordinary wear and tear and acts of God excepted, then the Foundation shall be obligated to the City for all actual expenditures for material and labor, including the cost of using City work forces, required to return the property and improvements to such condition.

29. In order to establish the condition of the leased property and improvements for the purposes of the preceding paragraph, the parties agree to designate an impartial person to inspect the golf course and family golf center at the time the Certificate of Occupancy is issued, and to provide a written evaluation (including photographs of the golf course, educational facilities and family golf center) to the City and to the Foundation. In the event of a subsequent dispute regarding the condition of the property and improvements, the evaluation will serve as the basis for comparison of the condition at the time of

the dispute with the condition at the time of the evaluation. The designated person, if available at the time of any such dispute, may inspect the property and improvements at that time and prepare a similar evaluation, and his determination shall be conclusive and binding on both parties.

30. The Foundation agrees that the construction, operation and maintenance of the Project under this Agreement will not result in a reduction of attention to or maintenance of the Glen Oaks Golf Center by the Foundation during the term of that Agreement between the City and the Foundation dated October 10, 1983, or any extensions thereof.

31. Any notices provided for hereunder shall be sent by certified mail, return receipt requested, to the City, c/o City Manager, P.O. Box 4748, Clearwater, Florida 33518, and to the Foundation, c/o William Hayes, Post Office Box 1521, Largo, Florida, or to such other address as either party by written notice to the other may direct.

32. The City retains the right to terminate this lease for any municipal need determined by the City Commission to be necessary for a superior public purpose and consistent with the City's charter. In addition, the City may terminate this Agreement in the event that the State of Florida or any of its agencies or political subdivisions thereof requires the leased property or any portion thereof for a public purpose. In either event, the Foundation shall be entitled to just compensation for its investment in the leased property and for its relocation expenses to another site within Pinellas County.

33. The Foundation shall operate and conduct the Project and shall require the sublessee to operate the Driving Range in accordance with all applicable laws of the State of Florida and the Charter and ordinances of the City of Clearwater, and to obtain at its expense all necessary licenses and permits required by the State of Florida and City of Clearwater.

34. The Foundation, at its expense, shall develop and construct a nature center and park on City-owned property

described in Exhibit C attached hereto, according to plans approved by the City, and construction shall begin within five (5) years and be completed within seven (7) years of the date of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals the day and year first above written.

CITY OF CLEARWATER, FLORIDA  
By Anthony J. Shuckler  
City Manager

Countersigned:  
Kathleen F. Kelly  
Mayor Commissioner

Attest:  
Cynthia E. Menden  
City Clerk

Approved as to form and correctness:  
Ed J. J. J.  
City Attorney

CHI CHI RODRIGUEZ YOUTH FOUNDATION, INC.  
By William C. Hayes  
President

Attest:  
\_\_\_\_\_  
Secretary

Witnesses:  
Craig Stiff  
Patricia A. Kroll

By: Vivian S. Brownlee  
Vice-President

As to Chi Chi Rodriguez Youth Foundation, Inc.

STATE OF FLORIDA  
County of Pinellas

Before me the undersigned authority, personally appeared William C. Hayes, as President of Chi Chi Rodriguez Youth Foundation, Inc. and Vivian Brownlee, as Vice-President of Chi Chi Rodriguez Youth Foundation, Inc., a Florida non-profit corporation, who by me being well known, after first being duly sworn, did acknowledge before me that he is President and she is Vice-President of said corporation and did acknowledge that they executed this instrument as his free act and deed on behalf of said corporation, this 6<sup>th</sup> day of November, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6<sup>th</sup> day of November, 1985, at Clearwater, Florida.

I hereby certify that this is a true and correct copy of the original as it appears in the files of the City of Clearwater. With my hand and official seal of the City of Clearwater.  
This 1<sup>st</sup> day of July, 1985.  
Cynthia E. Menden  
City Clerk

Cheryl Hayes  
Notary Public  
My Commission Expires:  
May 30, 1989  
(Notarial Seal)

City of Clearwater property on either side of McMullen-Booth Rd. and north of State Road 580 in Section 20, Township 28 S, Range 16 E. and Section 21, Township 28 S, Range 16 E. being further described as follows:

PARCEL ONE

A parcel of land in Section 21, Township 28 S, Range 16 E, Pinellas County, Florida and being more particularly described as follows:

From the South 1/4 Corner of said Section 21, thence N 89°30'24" W along the South Line of said Section 21, 102.5 feet for a Point of Beginning; thence leaving said South Line N 00°12'04" W, 1,370.93 feet; thence S 89°41'17" W, 1,141.25 feet to a point, said point being on the proposed Easterly right-of-way line of McMullen-Booth Rd; thence along said proposed Easterly right-of-way line for the following four courses: (1) thence S 00°03'20" E, 659.99 feet to a point of a curve; (2) thence along the arc of a curve to the left, having a radius of 3,238.00 feet, arc 242.40 feet, chord S 02°12'01" E, 242.34 feet to the point of tangency; (3) thence S 01°18'19" E, 283.10 feet; (4) thence S 04°12'24" E, 59.61 feet; thence leaving said proposed Easterly right-of-Way line S 89°30'24" E, 330.00 feet; thence S 81°33'49" E, 803.89 feet to the Point of Beginning. Subject to an access area for drainage, utilities, ingress and egress lying in the north 150 feet of the above described parcel one together with the south 350 feet of the North 450 feet of the west 100 feet of said parcel one.

PARCEL TWO

A parcel of land in Section 20, Township 28 S, Range 16 E, Pinellas County, Florida and being more particularly described as follows:

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 20.

and

The North 3/4 of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 20.

and

Commence at the East 1/4 corner of said Section 20; thence S 89°54'58" W, along the East-West Centerline of said Section 20, 495.47 feet to the Point of Beginning; thence continue S 89°54'58" W, along said line 838.64 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 20; thence S 00°00'16" W, along the West line of said Northeast 1/4 of the Southeast 1/4, 1,221.50 feet; thence leaving said line S 89°50'51" W, 370.01 feet; thence N 00°00'16" E, 635.80 feet to a point of curve; thence along the arc of a curve to the right, radius 950.00 feet, arc 1,361.59 feet, chord N 41°03'51" E, 1,248.01 feet to a point of reverse curve; thence along the arc of a curve to the left, radius 1,050.00 feet, arc 170.34 feet, chord N 77°28'35" E, 170.16 feet to a point on curve; thence leaving said curve S 19°21'16" E, 240.76 feet to a point of curve; thence along the arc of a curve to the left radius 290.00 feet, arc 222.05 feet, chord S 41°17'23" E, 216.67 feet to the Point of Beginning. LESS AND EXCEPTING the Southerly 50.4 feet more or less, platted in Eagle Estates as recorded in Plat Book 74, Pages 40 and 41 of Public Records of Pinellas County, Florida. Also LESS AND EXCEPTING an 80 foot drainage, utility and right-of-way easement described as follows;

Begin at the Northeast corner of the Southeast 1/4 of said Section 20, thence S 00°01'19" W, along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 20, 80.00 feet; thence N 82°49'46" W, 404.16 feet to a point of curvature of a curve to the right; thence along the arc of said curve, radius 290.00 feet, arc 99.23 feet, chord bearing N 73°01'37" W, chord 98.74 feet to a point on the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 20; thence N 89°54'58" E, along said North line, 495.47 feet to the Point of Beginning.

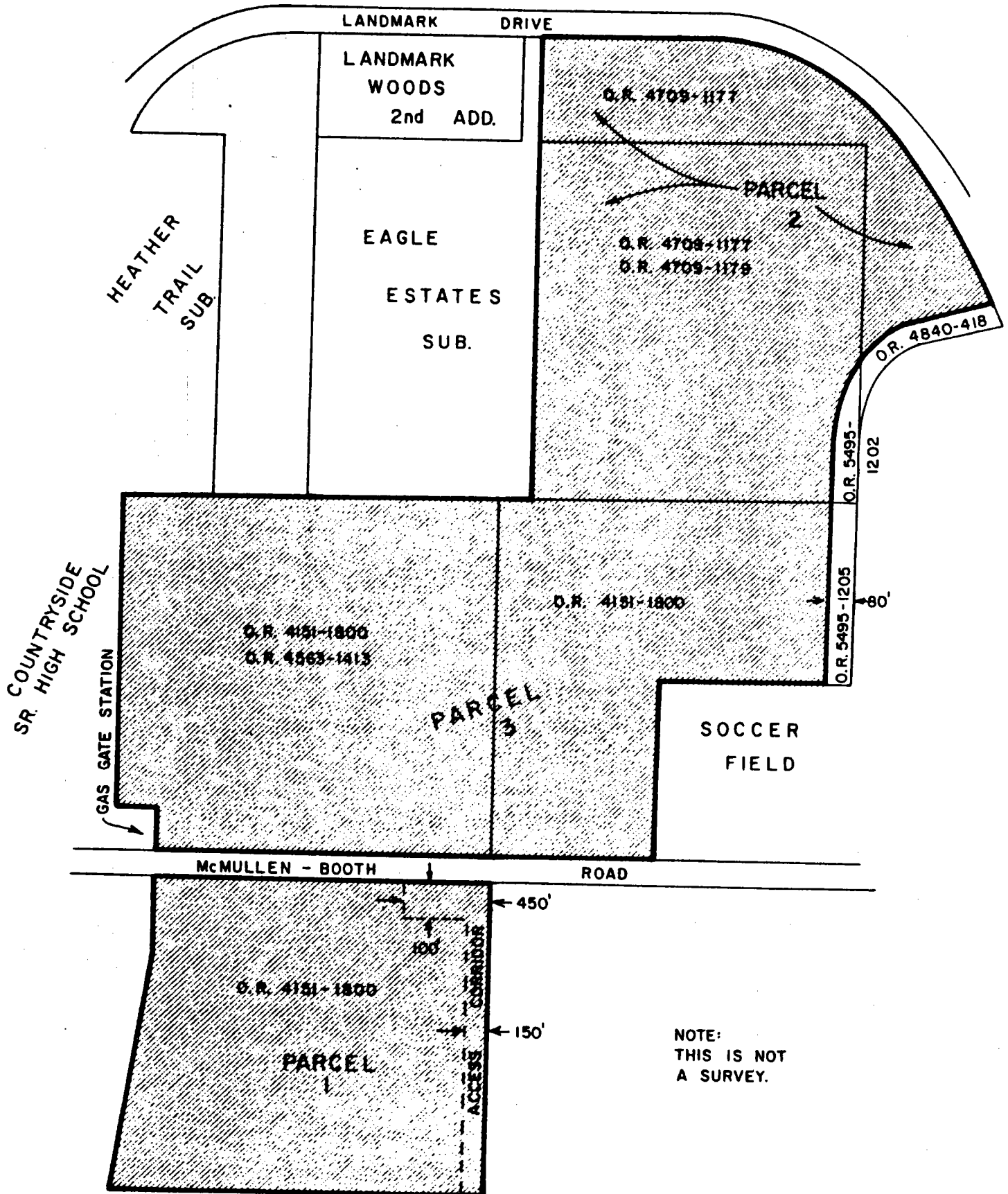
PARCEL THREE

A parcel of land in Section 21, Township 28 S, Range 16 E, Pinellas County, Florida and being more particularly described as follows:

The West 1/2 of the Southwest 1/4 of said Section 21, LESS AND EXCEPTING an 80 foot drainage, utility and right-of-way easement lying in the North 80 feet of the West 1/2 of the Southwest 1/4 of said Section 21. Also LESS AND EXCEPTING the easterly 100 feet for proposed right-of-way of McMullen-Booth Road. Also LESS AND EXCEPTING the Westerly 101 feet of the Easterly 201 feet of the Southerly 121 feet of the West 1/2 of the Southwest 1/4 of said Section 21. Also LESS AND EXCEPTING the Westerly 580 feet of the Easterly 680 feet of the Northerly 930 feet of the West 1/2 of the Southwest 1/4 of said Section 21.



OFF REC 6531P62370



MJB  
09/30/85  
10/17/85 REV.

**CHI CHI RODRIGUEZ YOUTH FOUNDATION**  
1345 Court Street, Clearwater, Florida 33516 (813) 443-7668



REF 6531 PG 2371

**EXHIBIT B**

**PRESIDENT**  
William C. Hayes

**VICE PRESIDENT**  
Vivian J. Brownlee, LPGA

**TREASURER**  
Louis Ortiz, CPA

**BOARD OF DIRECTORS**  
**CHAIRMAN**  
Juan "Chi Chi" Rodriguez

**VICE CHAIRMAN**  
William C. Hayes

**DIRECTOR OF MARKETING**  
Cary Stiff

**PUBLICIST**  
Julie Nathanson

**DIRECTORS**  
Sandy Berkowitz  
Vivian J. Brownlee, LPGA  
John Gallagher, CPA  
William C. Hayes  
Joe Inman, PGA

**ADVISORY BOARD**  
Lynn Adams, LPGA  
William Braddock  
John Brott, PGA  
Mary Bryan, LPGA  
Mary Dwyer, LPGA  
Dale Eggeling, LPGA  
Marlene Hagge, LPGA  
Pat Inners  
Dar Robert  
Ralph Roberts  
Robert H. Stiff, Jr.  
Myra Van Hoose, LPGA

**EDUCATIONAL BOARD**  
Gus Sakkis - Chairman  
John Blank  
Betty Hamilton  
William C. Hayes  
Jade Moore  
Douglas Gregory  
Pegoly Lopez  
Fred Buckman

**GOLF DIRECTOR**  
Jim Barber

The Chi Chi Rodriguez Foundation will construct and operate on the leased land a facility for educating and rehabilitating poor, abused or delinquent children. The facility will include:

- 1) A full time, fully accredited middle school which will offer academic and vocational courses.
- 2) A nature trail which will be built and maintained for public use and by the children participating in the foundation program.
- 3) An 18 hole golf course for the use of the public and program participants; and
- 4) A driving range which will be built and operated for public and foundation use by commercial and professional golf interests on 20 acres of land subleased from the foundation. The facility will contain approved structures.

The foundation will operate three (3) educational and rehabilitative programs from this facility and its facility at Glenn Oaks Golf Center; the middle school; an after school program of activities for disadvantaged children attending Pinellas County Public Schools and a suspension center program operated under contract with the Pinellas County School System for children who have been temporarily suspended from the public schools but are legally obliged to attend an alternate activity during the period of their suspension.

The educational programs of the Foundation shall be operated on an interchangeable and concurrent basis at the Project and at Glenn Oaks Golf Center.

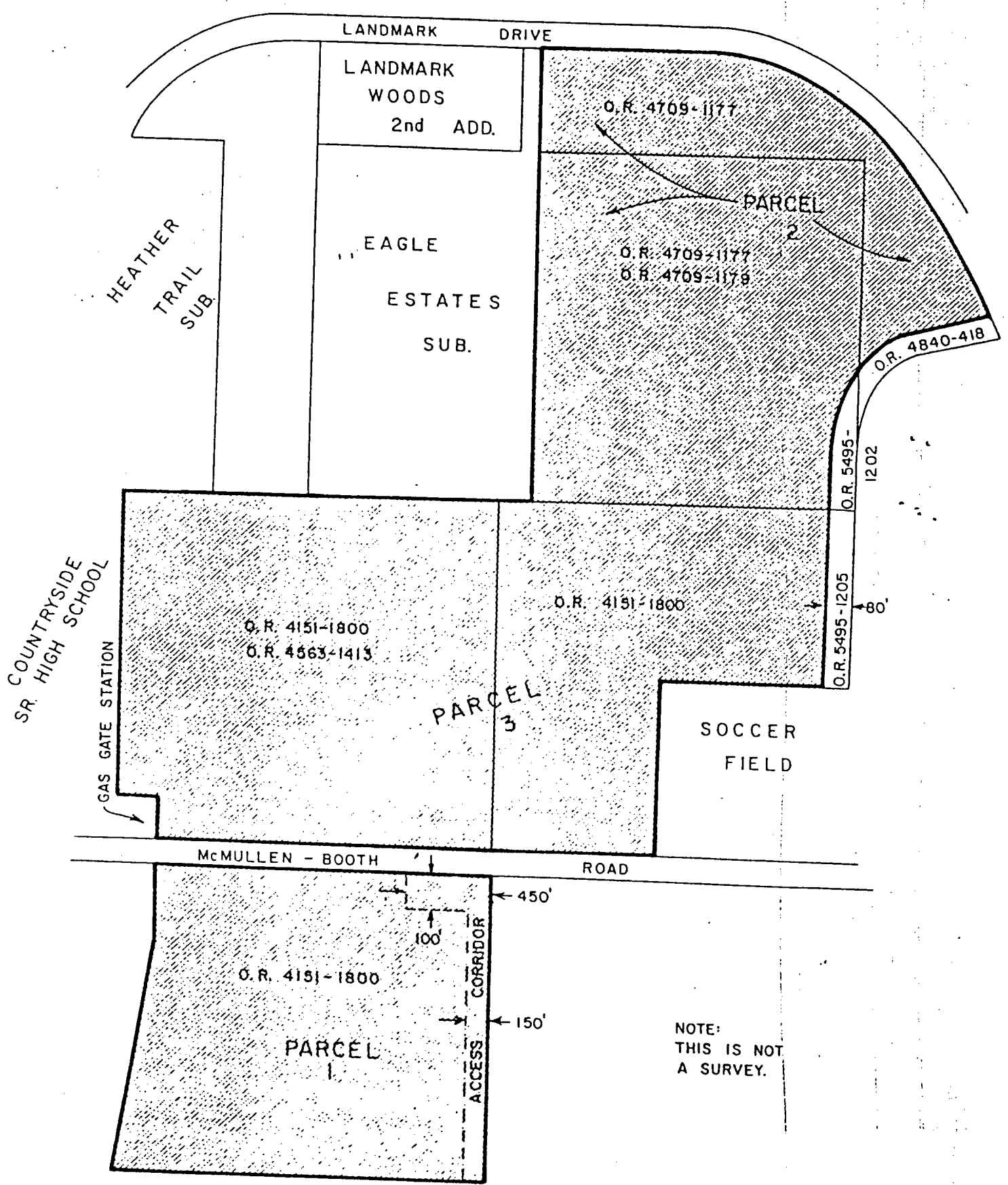
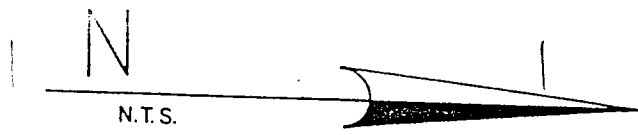
EXHIBIT "C"

MAGNOLIA CREEK

Begin at the southwest corner of the northeast 1/4 of Section 21, Township 28 South, Range 16 E, said corner also being the southwest corner of Lot 38, Block A, Briar Creek Mobile Home Community I, a condominium, as recorded in condominium Plat Book 24, Pages 94 through 102 of the Public Records of Pinellas County, Florida; thence S 00° 09' 35" E, along the East line of the northeast 1/4 of the Southwest 1/4 of said Section 21, 30.00 feet; thence N 89° 22' 43" W along a line 30.00 south of and parallel to the north line of said northeast 1/4 of the southwest 1/4, 856.91 feet to the northeast corner of a parcel of land described in the deed of conveyance as recorded in O.R. 5453, pages 2091 and 2092 of said Public Records; thence S 00° 03' 20" E along the east boundary of said parcel, 200.00 feet to the southeast corner of said parcel; thence N 89° 22' 43" W, along the south line of said parcel 385.60 feet to the easterly line of the proposed 200' right-of-way of McMullen Booth Road; thence S 00° 03' 20" E along said easterly line 1087.52 feet; thence N 89° 41' 17" E 1080.00 feet; thence N 00° 03' 20" W 370.00 feet; thence N 89° 41' 17" E, 322.37 feet; thence N 00° 03' 20" W, 924.68 feet to a point on the south line of Block A of said Plat of Briar Creek Mobile Home Community I, A condominium; thence N 89° 22' 43" W along said south line, 150.00 feet to the point of beginning.

(CLEARWATER) 35 acres





NOTE:  
THIS IS NOT  
A SURVEY.