

CONSTRUCTION STAGING LEASE

THIS CONSTRUCTION STAGING LEASE (this "Lease"), is by and between **CLARA L. WILLIAMS** ("Landlord") and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("Tenant").

WITNESSETH :

That Landlord, for and in consideration of the rental to be paid hereunder by Tenant and the covenants herein contained, does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, the property described as follows (the "Property"):

Lot 7, Block E, AMARYLLIS PARK, as per plat thereof recorded in Plat Book 2, Page 56, Public Records of Sarasota, County, Florida; Parcel ID # 2020-02-0050

To have and to hold the same unto Tenant for a term of one year commencing upon the full execution of this Lease (the "Effective Date").

This Lease shall be upon the following terms and conditions:

1. Tenant shall pay to Landlord as rental for the Property the sum of \$10,000 for the entire one-year term, payable within 30 days of Board Approval (as defined in paragraph 8 below).
2. Tenant shall be authorized to use the Property only for the staging and storage of construction materials related to the rebuilding of Booker High School construction project.
3. Landlord shall have full right of access to the Property for inspection and for other uses not inconsistent with Tenant's use of the Property.
4. Tenant agrees not to commit or suffer any waste or strip or contamination on or about the Property, or permit the removal of any trees or vegetation therefrom.
5. Tenant shall not assign this Lease without the written consent of Landlord.
6. Landlord shall not be liable to Tenant or to any of Tenant's agents, servants, or employees, or to any other person on the Property, for any damage to property or injury to person occasioned by any cause whatsoever on or about the Property during the term of this Lease.
7. Landlord and Tenant are also entering into an Exchange Contract, whereby Landlord will be conveying to Tenant nearby property referred to therein as the "Area Taking." Landlord hereby grants to Tenant an easement and license across the Area Taking for purposes of installment of utilities. The provisions of this paragraph shall be effective as of the date Landlord executes this Lease.

8. This Lease is contingent upon Tenant passing a resolution approving this Lease ("Board Approval") on or before 30 days from the Effective Date. If not so passed, this Lease shall be null and void.

9. The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates set forth below.

Signed by Tenant
on October 19, 2010

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By:



Kenneth A. Marsh
Director, Long Range Planning
As its Authorized Representative

"TENANT"

Signed by Landlord
on October 10-15, 2010


CLARA L. WILLIAMS

"LANDLORD"

APPROVED FOR LEGAL CONTENT

Date: October ____, 2010

ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY

By:


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