

**TAB 4**

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July 29, 2009

Shirley Groover Bryant, Mayor  
City of Palmetto  
516 8th Avenue West  
Palmetto, FL 34221

Re: Occupancy Agreement between The School Board of Manatee County  
and the City of Palmetto

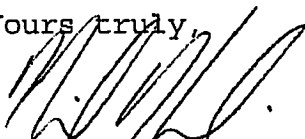
Dear Mayor. Bryant:

Attached please find an Occupancy Agreement with my suggested  
revisions.

This has been reviewed and approved by my office and with the  
proposed minor revisions I believe the document is acceptable.

Should you have any questions regarding the document or wish to  
discuss further, please do not hesitate to contact me. Thank you,

Yours truly,



MICHAEL T. HANKIN

MTH\jhr  
Enclosure

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between The School Board of Manatee County, Florida, a public body corporate ("School Board") and City of Palmetto, a municipal corporation of the State of Florida ("City").

**RECITALS:**

1. School Board has acquired the property described on Exhibit A attached hereto and hereby made a part of this Agreement (the "Property") from the Palmetto Community Redevelopment Agency, a public body corporate and politic ("CRA").
2. Located upon the Property is a building ("Building") in which City, through coordination with the CRA, has continuously stored personal property for a period of time.
3. The initial intent by the parties was for the Building to be used for storage by North River National Little League, Inc., a Florida not-for-profit corporation ("Little League"), however the CRA has agreed to permit storage by the Little League at an alternative location.
4. The parties recognize that City requires additional time to remove and store its personal property in a new facility, and until such time, the personal property must remain in a secured area, free of potential tampering or destruction.
5. As an accommodation to City, School Board has agreed to allow City to leave its personal property in the Building so long as School Board has access to the Property to enable it to prepare to move forward with its school development project on the Property.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.
2. The City shall be entitled to limited access to the Property for the sole purpose of managing, working with and removing the personal property stored in the Building, for a period commencing upon execution of this Agreement and extending for a period of two (2) years, at which time exclusive possession of the Property must be delivered to School Board. City may not assign its rights hereunder. At the expiration of its occupancy, City shall surrender the Property in as good state and condition as existed at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted.
3. City shall pay to School Board the sum of ONE DOLLAR (\$1.00) for the use of the Building during the term provided herein.

4. City will keep the Building and contents insured and shall maintain public liability insurance (or, at its option self-insure liability), naming School Board as an additional insured as its interest may appear, and City until City's property is removed. ~~Once City's personal property is removed, City will relinquish all access to the Property and deliver all keys and any other access devices for the Building to School Board.~~

At the conclusion of the two (2) year term.

5. School Board will have full access to all areas of the Property at all times, upon reasonable notice to the City. School Board shall not disturb or move City's personal property.

6. This Agreement does not create a landlord/tenant relationship, but constitutes a mere license in favor of City to occupy the Property in strict accordance with the terms and conditions of this Agreement.

7. City shall make no alterations or improvements to the Property without the written consent by the School Board.

8. The obligations of School Board to permit the use of the Building by the City during the term provided for herein shall be subject to the CRA entering into a license agreement with the Little League for the property located at 930 5<sup>th</sup> Street West, Palmetto, Florida. The terms of such license shall be in substantially the same form as the terms as provided for herein, including but not limited to a two (2) year term and the payment of \$1.00 to the CRA.

9. City shall pay for all utility costs incurred by their use of the Building or Property throughout the term of this Agreement.

10. City shall, at its sole expense, keep and maintain the building on the Property and appurtenances in their current condition and state of repair during the term of this Agreement. In particular, City shall keep the fixtures and appliances in the Building in their present condition. City shall be responsible for the lawn and landscaping. School Board shall have no obligation or duty to repair, replace or maintain any of the improvements, fixtures or personal property located on the Property during the term hereof, nor to maintain the systems located in the Building on the Property.

11. School Board shall not be liable to City or to any other person for any damages to, or loss or destruction of, property, assets or rights of any kind, or for injury to or death of any person upon the Property arising from any cause whatever; and, subject to limitations provided by law and without in any way waiving any sovereign immunity provided by law, City shall indemnify and hold harmless School Board from and against any and all liabilities, claims, damages, expenses, fees, fines and penalties arising from any such damage, loss, destruction, injury or death, or arising from or in any way connected with City's use, occupancy, management or control of the Property.

12. This Agreement shall be construed under Florida law. The venue of any action or suit brought in connection herewith shall be in Manatee County. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement may not be altered or modified except in a written agreement signed by the parties hereto.

irrevocable

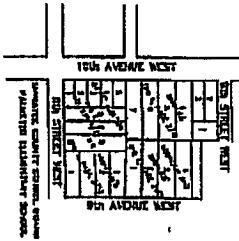
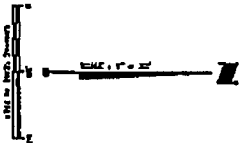
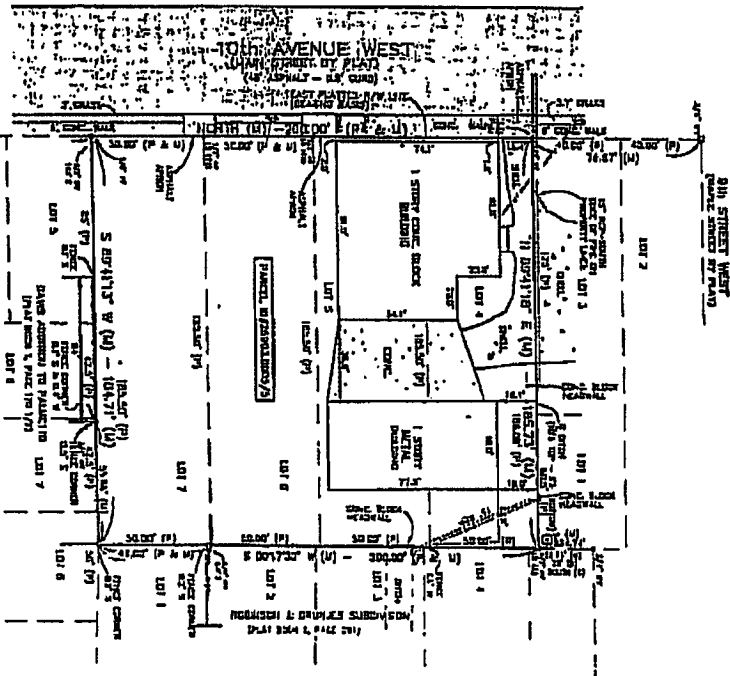
IN WITNESS WHEREOF, the parties hereto set their respective hands and affixed their seals on the day and year indicated below.

**Signed, sealed and delivered  
in the presence of:**

<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>Approved to Form and Legal Sufficiency</p> <p>By: _____</p>	<p>SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate</p> <p>By: _____ _____ Chairman</p> <p>ATTEST:</p> <p>_____ Superintendent</p> <p>Date Executed: _____, 2009</p>
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<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p>	<p>CITY OF PALMETTO, a municipal corporation of the State of Florida</p> <p>By: _____ _____ Its: Mayor</p> <p>ATTEST:</p> <p>_____ City Clerk</p> <p>Date Executed: _____, 2009</p>
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EXHIBIT A



**DESCRIPTION:**  
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- NOTES:**
1. Dimensions shown between points to the east shall be as shown.
  2. Dimensions shown between points to the west shall be as shown.
  3. Dimensions shown between points to the north shall be as shown.
  4. Dimensions shown between points to the south shall be as shown.
  5. Dimensions shown between points to the east and west shall be as shown.
  6. Dimensions shown between points to the north and south shall be as shown.
  7. Dimensions shown between points to the east, west, north, and south shall be as shown.
  8. Dimensions shown between points to the east, west, north, and south shall be as shown.
  9. Dimensions shown between points to the east, west, north, and south shall be as shown.
  10. Dimensions shown between points to the east, west, north, and south shall be as shown.

**BOUNDARY SURVEY**

LEAD HILLS & ASSOCIATES, INC.

10th Avenue West, 9th Street West, 8th Street West

10th Avenue West, 9th Street West, 8th Street West

**LEAD HILLS & ASSOCIATES, INC.**

10th Avenue West, 9th Street West, 8th Street West

10th Avenue West, 9th Street West, 8th Street West

10th Avenue West, 9th Street West, 8th Street West

## AGREEMENT

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### R E C I T A L S:

1. School Board has acquired the property described on Exhibit A attached hereto and hereby made a part of this Agreement (the "Property") from the Palmetto Community Redevelopment Agency, a public body corporate and politic ("CRA").

2. Located upon the Property is a building ("Building") in which City, through coordination with the CRA, has continuously stored personal property for a period of time.

3. The initial intent by the parties was for the Building to be used for storage by North River National Little League, Inc., a Florida not-for-profit corporation ("Little League"), however the CRA has agreed to permit storage by the Little League at an alternative location.

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IN WITNESS WHEREOF, the parties hereto set their respective hands and affixed their seals on the day and year indicated below.

**Signed, sealed and delivered  
in the presence of:**

<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>Approved to Form and Legal Sufficiency By: _____</p>	<p>SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate</p> <p>By: _____ _____ Chairman</p> <p>ATTEST: _____ Superintendent</p> <p><b>Date Executed:</b> _____, 2009</p>
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<p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p>	<p>CITY OF PALMETTO, a municipal corporation of the State of Florida</p> <p>By: _____ _____ Its: Mayor</p> <p>ATTEST: _____ City Clerk</p> <p><b>Date Executed:</b> _____, 2009</p>
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