

LEASE

This Indenture entered into this 21st day of December, 1981, by and between the City of North Port, Florida, a political subdivision of the State of Florida (the Lessor) and the Jockey Club of North Port Property Owners' Association, Inc., a Florida Corporation not for profit (the Lessee).

WITNESSETH

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), receipt whereof by the Lessor is hereby acknowledged, the Lessor does hereby lease unto the Lessee that certain property of the Lessor situated in Sarasota County, Florida, and more accurately described in Exhibit A attached hereto and made a part hereof, together with any and all structures and improvements thereon, subject to utility and drainage easements previously reserved to and by General Development Corporation, its successors and assigns, and subject to all other restrictions, reservations, easements, covenants and limitations of record.

THE PARTIES HEREBY COVENANT AND AGREE:

1. The Lessee's leasehold interest granted hereunder shall be perpetual, terminable only as specified in Paragraph 2 hereof. The Lessee shall pay a rental of One Dollar (\$1.00) per calendar year or fraction thereof. Future rental payments shall be made on the first day of each calendar year.

2. The leasehold interest gained hereunder shall be terminable at the option of the Lessor when leased premises shall cease to be used by the Lessee for the purposes

described herein, provided, however, that the said leasehold interest shall always be terminable at the option of the Lessor upon failure of the Lessee to abide by any of the covenants and agreements set forth in this Lease.

3. The Lessee shall not occupy the said premises, nor will it permit the same to be occupied or used, for any business or any purpose deemed to be extra hazardous on account of fire or otherwise. The Lessee shall not commit or suffer waste of said premises, and shall keep said premises, both interior and exterior, in as good condition as the same were at the day of occupancy, normal wear, tear and damage by the elements excepted.

4. The leasehold interest created hereby may be transferred or assigned only to the Lessor or to such other corporation as may be created as a direct successor to the Lessee as a part of a change in the corporation, the substantial purpose of which is to enable the Lessee to qualify for such advantages as may be allowed such corporation by federal or state law, including laws relating to taxation.

5. At the termination of this Lease or any additional terms hereof, the Lessee shall quit and surrender the premises in as good condition and state as received, reasonable wear, tear and damage by the elements excepted.

6. The Lessee shall not construct or locate any buildings upon said premises nor make any alterations in or upon said premises without first obtaining the written consent of the Lessor. Any such construction, location or alteration made in or upon said premises shall be made at the sole cost, charge and expenses of the Lessee. The Lessee, locating or constructing any buildings upon these premises shall retain ownership of such buildings. The

Lessor shall have the right, in its sole discretion, to provide and pay for such improvements as may be necessary for the health, safety and welfare of the general public, and such improvements shall become the property of the Lessor at the expiration of the term of this Lease.

7. The Lessee shall at all times save and keep the Lessor free and harmless from any and all liabilities occasioned by any act or neglect of the Lessee, or any agent, employee, licensee, invitee or of any tenant of said premises holding under the Lessee. The Lessee shall also maintain and save harmless the Lessor against any loss, cost, damage or expense arising out of or in connection with any accident causing injury to any person or property, whomsoever and whatsoever and due directly or indirectly, or in part as a result of the occupancy or use thereof by the Lessee, or any other person or persons holding under said Lessee.

8. The Lessee shall maintain a general public liability insurance coverage for said premises in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) per person for personal injuries and Twenty-five Thousand Dollars (\$25,000.00) per incident for property damage, protecting the Lessor as owner, and further agrees to annually supply the Lessor with a Certificate of Insurance showing said insurance coverage to be in full force and effect.

The Lessee shall maintain casualty insurance on any improvements which may be constructed on the said premises in an amount adequate to cover any loss which might be sustained by reason of fire, flood, windstorm, vandalism, civil insurrection and/or similar casualties, protecting the Lessor as owner together with a loss pay-

able clause as the parties' interest may appear, and agrees to annually supply the Lessor with a Certificate of Insurance showing said insurance coverage to be in full force and effect.

9. The Lessee shall permit any duly authorized representative of the Lessor to enter and inspect at all reasonable times, and to make or recommend such repairs to the said premises as the Lessor may reasonably desire.

10. The Lessee shall pay all charges for gas, water, sewer, electricity, telephone and/or any other utilities used upon the premises.

11. The Lessee shall comply with all generally applicable requirements of the federal, state, county and city authorities with respect to the manner in which it uses the leased premises and with duly adopted rules and regulations now in effect (or which may be later adopted by mutual agreement of the Lessee and the Lessor) of the City Commission governing the said premises, excluding any and all buildings whose ownership remains with the Lessee.

12. All property of any kind that may be on the premises during the continuance of this Lease shall be at the sole risk of the Lessee and the Lessor shall not be liable to the Lessee or any other person or persons for any injury, loss or damage to property or to any person or persons on the premises.

13. The provisions, terms and conditions of this Lease shall not be construed as the consent of the City of North Port or the State of Florida, or any of their agencies, subdivisions or employees, to be sued because of said leasehold.

14. The waiver by the Lessor of any breach of the Lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

15. These presents are upon this condition: That except as provided for in this Lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may immediately or at any time thereafter, unless such default shall have been corrected, and without further notice or demands, enter into and upon the said premises or any part thereof and repossess the same as of their former estate and expel the Lessee and remove its effect forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this Lease shall terminate, but without prejudice to any remedy which might otherwise be used by the Lessor for any breach of the Lessee's covenants herein contained. Upon a default resulting in a surrender of the leased premises, or any other termination or surrender of the leasehold interest as provided herein, the Lessee shall have title to and possession of its personal property on the premises. All such property or any part of it may be liquidated at the discretion of the Lessee, and the proceeds therefrom, at the discretion of the Lessee, may be returned to the membership of the Jockey Club of North Port Property Owners' Association, Inc. on a pro rata basis, or may be retained by the Lessee, or may be transferred to its successors and assigns, or may be transferred to the Lessor.

16. It is mutually acknowledged and understood between the parties that this Lease is entered into as part of a plan of settlement of certain litigation between the Lessee and General Development Corporation regarding

the rights of the Lessee in and to the described premises. The parties further acknowledge that it is the spirit and intent of such plan of settlement that the subject property be reserved for the sole enjoyment and use of the Lessee's membership, under the terms and provisions of such by-laws, rules and regulations as the Lessee may from time to time adopt. It is further mutually understood and agreed that the sole legitimate interests of the Lessor in the subject property are, in addition to the interests which are protected by the general police powers of the Lessor, the following:

- (1) The assurance that no uses or activities shall occur upon the subject property which would adversely affect the water quality of Myakkahatchee Creek (big slough) which lies adjacent to the subject property and which is a public water supply.
- (2) The assurance that the ownership of the subject property will remain in the Lessor in the event the Lessee shall cease to exist and shall not have assigned its interests under this Lease to some other entity similar to itself and acceptable to the Lessor.

The parties therefore agree that the rights of the Lessee shall, subject to the provisions hereof, be as near as possible to the rights which the Lessee would have if it were the fee simple owner of the subject property, and that all the provisions of this Lease shall be subject to and construed and enforced according to the declarations of intent set forth in this paragraph.

17. In accordance with the provisions of the foregoing paragraph, the Lessee shall be fully responsible for

the management of the subject property, and shall have sole discretion and control as to the activities and uses conducted on or about it so long as the same do not constitute a breach of the covenants and agreements contained herein. The Lessee shall be solely responsible for maintaining the leased premises, and for maintaining any and all improvements which may be constructed thereon. Nothing herein contained shall be construed to prevent the Lessee from making such reasonable charges as it deems necessary, to, whether to the public or to its own members, for the use, maintenance and management of the subject property.

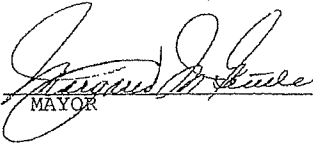
18. The Lessee shall not mortgage or encumber its leasehold interest, nor cause any lien to be put on said premises. In the event that a lien or encumbrance remains on said premises for ninety (90) days or more, after the Lessor receives notice of such lien or encumbrance, this Lease may be terminated at the option of the Lessor. In any event, the Lessee shall have sole financial responsibility of all costs, expenses and payment of any and all such liens and/or encumbrances.

19. In the event the Lessor or the Lessee is required to pursue legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

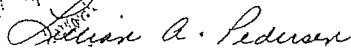
20. All notices required to be served upon the Lessor shall be served by regular United States mail at the Municipal Building, 311 North Port Boulevard, City of North Port, Florida, 33596; and all notices required to be served upon the Lessee shall be served by regular United States mail to the Jockey Club of North Port Property Owners' Association, Inc., Appomattox at Pan American, North Port, Florida, 33596.

IN WITNESS WHEREOF, THE PARTIES have set their hand
and seal the day aforementioned.

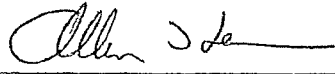
CITY OF NORTH PORT, FLORIDA (Lessor)

BY: 
MAYOR




CITY CLERK

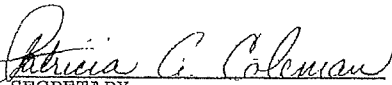
Approved as to form and correctness:


CITY ATTORNEY


JOCKEY CLUB OF NORTH PORT PROPERTY
OWNERS' ASSOCIATION, INC.

BY: 
PRESIDENT

ATTEST:


SECRETARY

Approved:


Attorney for Jockey Club of
North Port Property Owners'
Association, Inc.

ADDENDUM NO. 1

LEASE OF PROPERTIES TO THE JOCKEY CLUB OF NORTH PORT
PROPERTY OWNERS' ASSOCIATION, INC.

CITY OF NORTH PORT, FLORIDA

THE FOLLOWING TRACTS LYING WITHIN THE FIFTY-SECOND
ADDITION TO PORT CHARLOTTE SUBDIVISION ACCORDING TO
THE PLOW THEREOF RECORDED IN PLAT BOOK 21, PAGES 13
AND 13A THROUGH 13NN, OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, STATE OF FLORIDA:

1. All of Tract "K" consisting of 2.10 [±] acres and
Tract "L" consisting of 11.84 [±] acres.

2. All of Tract "J" consisting of 2.15 [±] acres reserv-
ing to General Development Corporation, its affiliates,
successors or assigns, that portion of Tract "J" lying
within the following described easement for a road and for
the installation, maintenance and repair of public utilities:
Beginning at the Northwesterly corner of Lot 1, Block 2642,
according to said plot run thence South 17°10'27" West along
the Westerly line of said Lot 1 and its Southerly extension
and along the Westerly line of said Tract "J", a distance of
331.53 feet to the Southwest corner of said Tract "J",
thence South 88°17'33" East along the Southerly line of said
Tract "J", a distance of 38.73 feet to the point of a curvature
of a circular curve concave Southerly having a radius of
940.00 feet; thence Easterly along the arc of said curve
through a central angle of 2°05'05" a distance of 34.20
feet; thence North 14°01'51" East a distance of 323.06 feet
to a point on the Northerly line of said Lot 1; thence North
88° 17'33" West along the Northerly line of said Lot 1, a
distance of 20.13 feet to the point of curvature of a circular
curve concave Northerly having a radius of 125.00 feet;
thence Westerly along said arc of said curve through a

central angle of $15^{\circ}28'00''$ a distance of 33.74 feet to the POINT OF BEGINNING.

3. All of Tract "E" lying Northerly and Easterly of the Southeasterly extension of the Southwesterly line of Lots 25, 26, and 27 of Block 2638 consisting of 8.24 \pm acres reserving to General Development Corporation, its affiliates, successors or assigns the following described easement, lying within said Tract "E", being 20 feet in width and lying 10 feet on each side of the following described centerline, for drainage and the installation, maintenance and repair of public utilities; Beginning at the Southeast corner of Lot 10, Block 2638 according to said plot run South $77^{\circ}19'33''$ East, a distance of 16.00 feet; thence North $50^{\circ}59'34''$ East, a distance of 275.20 feet; thence North $25^{\circ}35'55''$ East, a distance of 147.44 feet to the point on the Southerly right-of-way line of Mill Run Court and the end of said centerline description.





William Ward

From: Sarah Blackwell [sblackwell@nelsonhesse.com]
Sent: Tuesday, March 18, 2008 9:19 AM
To: Charles Pingree; William Ward; Steven Crowell; Daniel Schult; robinson_contact
Subject: Jockey Club

Charlie,

In our meeting of February 4, we discussed the three courses of action available to the City that could end or partially end the Jockey Club lease.

The first option is to voluntarily negotiate a termination of the lease with the Jockey Club. Due to the resistance of the Club HOA to the termination of the lease, this option seems unlikely to succeed.

The second option discussed was to simply begin construction of the Dog Park on the property. The authority to proceed with the construction is based on section 6 of the lease, which states:

Lessor shall have the right, in its sole discretion, to provide and pay for such improvements as may be necessary for the health, safety and welfare of the general public, and such improvements shall become the property of the Lessor at the expiration of the term of this Lease.

The Club may object to this course of action and bring a suit for injunction or inverse condemnation. If the City's actions are in fact a taking, then an injunction would be improper, and the City would acquire the property taken after paying just compensation. Either legal action would probably delay construction.

The third option is to acquire the leased property interest via eminent domain. This option has the advantage of eliminating any contrary property interests, although it requires the City to compensate the Club and any other interest holder. There is some risk if the matter were to go to trial as a jury would get to decide just compensation. Either a slow take (determine price prior to acquiring, but slower procedure) or a quick take (get land upfront quickly but without knowing total price) could be used depending on the City's time frame.

Underlying each of these three options are three other factors to consider:

The first is the value of the leasehold. As the lessee is extremely restricted in how it can use the land and cannot assign the lease, the value of the lease is most likely small. However, an appraisal will be necessary to determine this.

The second factor is whether the City wishes to acquire only the part of the lease that covers the area for the dog park, or the entire leased area. Either would serve a public purpose if used as a park, but additional compensation would be required if the entire leasehold was taken.

The third factor is the existence of a reversionary interest in the land dedicated to the City and leased to the Club. The dedication requires that the land be used for open space, recreation and other related activities for the benefit of the public, or for drainage. If the lease does not meet those requirements, then the land automatically reverts back to General Development Corp. and its successors. In that event, the City does not own the land, and the lease automatically terminated. If the lease does meet those requirements, then the reversionary interest still exists, and in an eminent domain action, just compensation would have to be paid for it. As GDC no longer exists and its successor Atlantic Gulf Communities Corporation is in bankruptcy, the actual owner of the reversionary interest is unknown. For eminent domain purposes, the value of the reversionary interest could be minimal, if a reversion has not occurred, to the entire value of the property, based on current zoning restrictions, if a reversion.

The City needs to decide how it wants to proceed. Once a course of action has been decided upon, the City Attorney's office can help with the resulting legal issues.

At this point, I do not understand why we need another meeting when the City has not yet chosen its course of

3/18/2008

action.

Sarah Blackwell
Nelson Hesse, LLP
2070 Ringling Blvd.
Sarasota, FL 34237
Phone (941) 366-7550
Fax (941) 955-3708

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To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



THE JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS'
ASSOCIATION, INC. BOARD OF DIRECTOR'S
SPECIAL MEETING-FEBRUARY 16, 2009

Present:	*denotes absent
President – Doris Nye	Char Hollensbe
VP- Peg Mosser	Stuart McEwan
Secretary/Treasurer-Jean Roehrs	Harry Willax
Kathy Stysick	

This special meeting of the Jockey Club POA, Inc Board of Director's was called by President Nye and VP Mosser to discuss the pool pump, the leased land, and meeting protocol. The President called the meeting to order at 1:05 PM. There were 7 members present. Proof of notice and a quorum were established.

1. Meeting Protocol: The President stated that the board has not been following protocol re reports and that all comments, questions, etc should be addressed during Committee Reports. She also stated that jobs are not being done correctly, especially ECC, as she is the only one actively working on ECC matters and she can't do it all. The Secretary stated that ideally the ECC would be completely separate from the Board with the liaison reporting on ECC matters to the board. This would allow the Board to hear appeals impartially.

2. Leased Land: The President reported that there has been much misunderstanding concerning the board's discussion about the leased land with some property owners being told that we were giving the land to the city to build low rent housing. As background re the discussion, the Jockey Club, while still under the control of General Development, gave the land in question to the city with the proviso that the Jockey Club could rent the land for \$1.00 yearly. As part of this agreement the Jockey Club hires someone to bush hog the property at an annual cost of \$1600-2000. Due to changes in property laws, cities can now take ownership of any property they declare to be necessary for city development. The city already has made plans to build a dog park on a portion of this land and to build parks and walking trails along the creek on both sides of Appomattox. When the treasurer was asked to suggest ways to reduce costs, one suggestion was to return the leased land to the city since they were already making plans to build on it, saving us the \$1600-2000 annually. Peg suggested we seek legal counsel; however, the question is whether we want to relinquish the lease or not which does not involve any legal decisions. It was agreed that if the board had voted to relinquish the lease it would have been discussed at a POA meeting before any official action was taken. It was not discussed previously as the board had not made any decision on the matter. Due to the misinformation being spread throughout the membership and the resulting uproar, Jean **MOVED** that the board delay any decision until after the annual POA meeting and then either drop the matter or proceed after hearing how the membership felt. Stuart seconded the motion. **Motion carried** with all voting yes. Peg suggested soliciting new bids for


the bush-hogging although we have been paying \$400 per mowing for the last several years.

3. Pool Pump: A replacement pump has been ordered. It should be here in 2-3 weeks. A new pump would run approximately \$1800-2000. A reworked pump was ordered for a cost of \$500-600. Harry will try to have the current pump rewired so that we have a back up. The pool service can install the pump without the need for an electrician. Kathy **MOVED** that Harry be authorized to purchase a space heater this summer to have available when cold weather hits again. **Motion** seconded and **carried** with all voting yes.

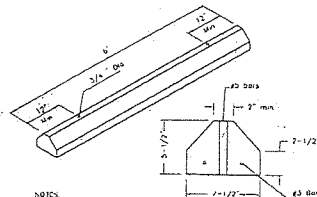
The secretary left the meeting at 1:45 PM due to a doctor's appointment. After she left the following action was taken:

Harry will be authorized to price and purchase a space heater for pool shed before fall.
Harry will be authorized to price and purchase a spare motor pump for pool shed. Harry will be authorized to purchase replacement fixtures for recreation hall if they match present units (6 or 7) per Kathy Stysick.

The meeting adjourned at 2 PM/Kathy..

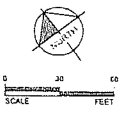
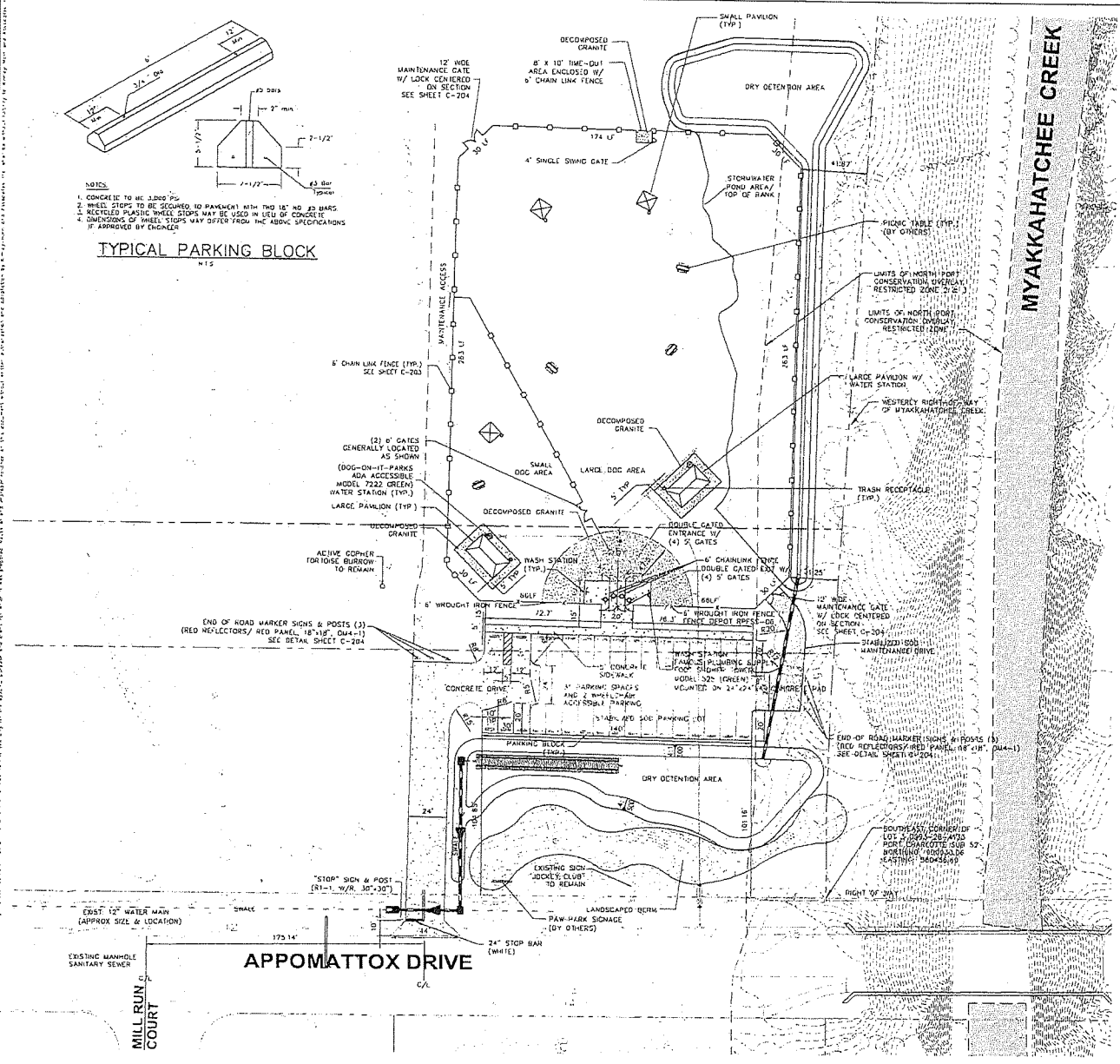


Jean E. Roehrs, Secretary

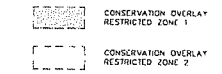


- NOTES**
1. CONCRETE TO BE 3000 PSI
 2. WHEEL STOPS TO BE COLORED (20 PAVEMENT) WITH TWO 1/2" NO. 30 BARS
 3. RECYCLED PLASTIC WHEEL STOPS MAY BE USED IN LIEU OF CONCRETE
 4. DIMENSIONS OF WHEEL STOPS MAY DIFFER FROM THE ABOVE SPECIFICATIONS IF APPROVED BY ENGINEER

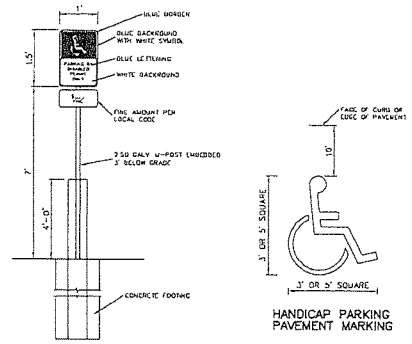
TYPICAL PARKING BLOCK
N.T.S.



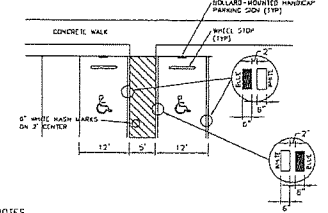
SITE DATA
 PARCEL NO 0993-26-4130
 0593-26-4133
 PARKING DATA: 10'x20' SPACES = 31
 12'x20' WHEELCHAIR ACCESSIBLE SPACES = 2
 EXTERIOR METAL TO BE PAINTED CITY CENTER GREEN



- PAVEMENT MARKINGS & SIGNAGE NOTES**
1. PAVEMENT MARKINGS, SIGNAGE SHALL CONFORM WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE F.D.O.T. STANDARD INDEX DRAWINGS FOR STANDARD INDEX NO. 17346 & 17352.
 2. ALL SIGNAGE SHALL INCLUDE THE PROPER ERECTION AND HARDWARE (POST, BRACKETS, ETC.)
 3. ALL ACCESSIBLE RAMPS, SPACES & SIGNAGE PER REQUIREMENTS IN ACCORDANCE WITH F.D.O.T. SPECS. SECTION D-27.



WHEELCHAIR ACCESSIBLE PARKING SIGN



- NOTES**
1. METAL POST TO BE GALVANIZED, ALL WELDS, NUTS, WASHERS AND SCREWS MUST BE INVISIBLE
 2. SIGNAGE FOR FUTURE SHALL BE 100% VISIBLE FROM ALL ANGLES
 3. SIGNAGE SHALL BE PAINTED BY USING HOLOGRAPHIC EPOXY IN THE SIGNAGE, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (EPOXY) IN THICKNESS
 4. MESSAGE LETTERING SHALL BE UPPER CASE (UNIVERSITY) 1/2" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
 5. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (ARMS SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 359A COLOR #3380)
 6. SIGN POST SHALL BE MIN 2'-0" CLEAR FROM BACK OF CURB

WHEELCHAIR ACCESSIBLE PARKING/MARKING DETAIL
N.T.S.

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/10/20
2	REVISED PER COMMENTS	12/10/20
3	REVISED PER COMMENTS	12/10/20
4	REVISED PER COMMENTS	12/10/20
5	REVISED PER COMMENTS	12/10/20
6	REVISED PER COMMENTS	12/10/20
7	REVISED PER COMMENTS	12/10/20
8	REVISED PER COMMENTS	12/10/20
9	REVISED PER COMMENTS	12/10/20
10	REVISED PER COMMENTS	12/10/20

DESIGNED BY	W. VAUGHAN
CHECKED BY	W. VAUGHAN
DATE	12/10/20
PROJECT NO.	04285-012
SHEET NUMBER	C-200

SCALE	AS SHOWN
DATE	12/10/20
PROJECT NO.	04285-012
SHEET NUMBER	C-200

DATE	DECEMBER 2020
PROJECT NO.	04285-012
SHEET NUMBER	C-200

DRAWING NO. W. VAUGHAN/04285-012/C-200/12/10/20
 PROJECT NO. 04285-012
 SHEET NO. C-200 OF 2
 DATE 12/10/20
 SCALE AS SHOWN
 PROJECT NAME PAW PARK
 CITY OF NORTH PORT
 COUNTY OF HIGHLAND
 STATE OF FLORIDA
 DRAWING NO. W. VAUGHAN/04285-012/C-200/12/10/20
 PROJECT NO. 04285-012
 SHEET NO. C-200 OF 2
 DATE 12/10/20
 SCALE AS SHOWN
 PROJECT NAME PAW PARK
 CITY OF NORTH PORT
 COUNTY OF HIGHLAND
 STATE OF FLORIDA