

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: H- 1

1 DEPARTMENT MAKING REQUEST

Community Services

2 MEETING DATE

12/9/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve and authorize the Chairman to sign the Third Amendment to the Stadium Lease Agreement between Charlotte County and Ripken-Rays Florida Baseball LLC.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - No

Budget Action

No action needed.

Financial Impact Summary Statement

None required

Detailed Analysis Attached - No

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The Stadium Lease Agreement between Charlotte County and Ripken-Rays Florida Baseball LLC (Ripken Baseball) is due to expire December 31, 2014. County staff and Ripken Baseball representatives have been working toward a mutually agreeable lease agreement. We are requesting an amendment to the current stadium lease, to extend the contract with the same terms of the current Stadium Lease and will remain in effect and unchanged during the time of the extension, through September 30, 2015.

Approve third amendment to the Stadium Lease Agreement between Charlotte County and Ripken-Rays Florida Baseball LLC

ATTACHMENTS:

Name:

Description:

Type:

[1_Third Amendment - Ripken Stadium Lease Agreement.doc](#)

Ripken Stadium Lease Agreement

Backup
Material

**THIRD AMENDMENT TO STADIUM LEASE AGREEMENT BETWEEN
CHARLOTTE COUNTY, FLORIDA, AND RIPKEN-RAYS FLORIDA
BASEBALL LLC**

THIS THIRD AMENDMENT to the STADIUM LEASE AGREEMENT (hereinafter referred to as “Third Amendment”) is made and entered into this ____ day of _____, _____, by and between RIPKEN-RAYS FLORIDA BASEBALL LLC (hereinafter referred to as “Ripken”), a limited liability company organized under the laws of the State of Florida, who maintains an office at 873 Long Drive, Aberdeen, Maryland 21001, and CHARLOTTE COUNTY, FLORIDA (hereinafter referred to as the “County”), a political subdivision of the State of Florida, whose address is 18500 Murdock Circle Port Charlotte, Florida 33948;

WITNESSETH

WHEREAS, the County owns and operates a baseball stadium and related facilities thereto, known as the Charlotte Sports Park (the “Charlotte Sports Park”), located at 2300 El Jobean Road, Port Charlotte, Florida 33948; and

WHEREAS, Ripken and the County entered into a Stadium Lease Agreement for the Charlotte Sports Park on or about August 26, 2008 (hereinafter “Agreement”), which lease term was originally set to expire on September 30, 2011; and

WHEREAS, Ripken and the County similarly entered into a Master Concession Agreement on or about February 10, 2009 (hereinafter “MCA”); and

WHEREAS, Ripken and the County entered into a First Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about December 13, 2011, which included a provision fully incorporating the terms of the MCA into the Agreement and extending the term of the MCA to run concurrent with the term of the Agreement, as well as a provision extending the lease term of the Agreement to September 30, 2014; and

WHEREAS, Ripken and the County entered into a Second Amendment to Stadium Lease Agreement for the Charlotte Sports Park on or about October 6, 2014, which extended the lease term of the Agreement to December 31, 2014, in order to negotiate the terms of a new lease agreement; and

WHEREAS, Ripken and the County are still negotiating the terms of a new lease agreement and wish to extend the lease term of the existing Agreement again to afford them an

opportunity to complete their negotiations and arrive at mutually agreeable terms for a new lease agreement; and

WHEREAS, Ripken and the County now desire to amend the terms of the Agreement by extending the lease term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby expressly acknowledged, the County and Ripken, each intending to be legally bound, do hereby mutually agree as follows:

A. Paragraph 2 of the Agreement, as amended, is hereby further amended as follows (strikethrough sections are deletions; underlined sections are additions):

“2. Term. The term of the Agreement shall commence upon the execution hereof by all parties hereto and shall expire on ~~December 31, 2014~~ September 30, 2015.”

B. Any terms used in this Third Amendment shall have the same meanings and definitions as they have in the Agreement. All other provisions of the Agreement, as amended, not in conflict with this Third Amendment shall remain in full force and effect.

C. This Third Amendment shall become effective on the date the last party executes the Third Amendment, said date to be entered in the spaces provided in the first paragraph of this Third Amendment.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, this Third Amendment to the Stadium Lease Agreement has been executed by duly authorized officers of Ripken and duly authorized officials of the County each of whom hereby represents and warrants to the other that he/she has the full power and authority to execute this Third Amendment in such capacity, all as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

Date: _____

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR13-2667

Ripken-Rays Florida Baseball LLC
By: Baseball Enterprises LLC, its Manager

By: _____
Authorized Person

Print Name

Date: _____