



Office of  
**INDIAN RIVER COUNTY  
ATTORNEY**

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Dylan Reingold, County Attorney  
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**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Dylan Reingold, County Attorney  
**DATE:** January 25, 2021  
**SUBJECT:** 16th Street Ballfields and the Jimmy Graves Foundation

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**BACKGROUND.**

On June 23, 2020, the Indian River County Board of County Commissioners (the "Board") authorized the County to file a lawsuit concerning the above-referenced matter. On November 16th, Indian River County filed the complaint against the Jimmy Graves Foundation and Jimmy Graves Sports Complex.

Since that time, Indian River County staff has worked with the School District and the Jimmy Graves Foundation and Jimmy Graves Sports Complex on a resolution to the matter. County staff wishes to present that resolution to the Board for approval.

The Jimmy Graves Sports Complex plans to gift the property to the School District. As part of that transaction, restrictive covenants will be recorded on the property. The restrictive covenants will include language, consistent with the language in the initial purchase and sale agreement between the Jimmy Graves Foundation and the County, "limiting the primary use of the property to recreational activities, youth related activities, or otherwise charitable activities." The restrictive covenants would also "not limit or prohibit the construction of any legally permitted buildings or structures which are in furtherance of the permitted primary uses or charitable purposes." The restrictive covenants would also contain language that the restrictive covenants "shall not be released or amended without the prior written, recordable consent of Indian River County." Thus, the County will have the authority to enforce the restrictions.

Bond counsel for the School District recommended additional language be added to the restrictive covenants to address issues relating to the use of potential bonds for the improvements for the property. That language is as follows:

"Provided, however, that in the event the School Board determines to finance educational facilities located on the property through the issuance of Certificates of Participation (COPs) or other financing structure, such restriction shall not be in effect due to the use of the property for other purposes during the term of any ground lease entered into by the School Board to finance educational facilities located on the property under the School Board's master lease-purchase finance program as the result of an event of default under the master trust agreement related thereto."

The language is the result of negotiations with the School District staff and County staff and that County staff can support the additional language. The additional language would allow the restrictions on the use of the property to be eliminated in the event the School District defaults on its bonds. It is a risk, however, it is unlikely the School District would default on its bonds.

As part of the resolution of the matter, the County would dismiss its lawsuit contemporaneously with the recording of the restrictive covenants. It is County staff's understanding that the School District and the Jimmy Graves Foundation and Jimmy Graves Sports Complex have agreed to future improvements to the property and also naming rights for the property.

County staff believes that this is a good outcome for all parties involved. The County received compensation for the property to be used for recreational activities, youth related activities, or otherwise charitable activities. The School District received the property adjacent to the Vero Beach High School, at no cost, to the tax payers and the Jimmy Graves Foundation and Jimmy Graves Sports Complex will see that the property is improved for recreational purposes with the naming of the property after Jimmy Graves. County staff believes that the litigation was the force that brought the parties to this resolution.

**FUNDING.**

There is no funding associated with this matter.

**RECOMMENDATION.**

The County Attorney's Office recommends that the Board approve the language as presented for the restrictive covenants and authorize the dismissal of the lawsuit with the contemporaneous recording of the restrictive covenants and authorize the Chair and County Attorney to execute any documents necessary to effectuate this transaction.