

AGENDA ITEM SUMMARY
GLADES COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Glades Youth Livestock Arrangements (<i>Pringle</i>)	
DEPT/DEPT REQUEST: Glades County Board of County Commissioners County Attorney	
BACKGROUND/DETAIL OF REPORT: Proposed Arrangements (Ground Lease and Management Agreement) between Glades County Youth Livestock Show, Inc. and Glades County. Arrangements are attached.	
BUDGET IMPACT: Yes / No – If Yes, how much? From where?	
COORDINATION WITH: Glades Youth Livestock	
MOTION I move to approve the Ground Lease between Glades County Youth Livestock Show, Inc. and Glades County and the Management Agreement between Glades County Youth Livestock Show, Inc.	
REQUEST BY: Wendell Taylor	Meeting Date: July 26, 2010 Agenda #

**GROUND LEASE
BETWEEN
GLADES COUNTY YOUTH LIVESTOCK SHOW, INC.
AND
GLADES COUNTY, FLORIDA**

This Lease is made and entered into by and between Glades County Youth Livestock Show, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 900 Hwy. 27 North, Doyle Conner Building, Moore Haven, Florida 33471, hereinafter referred to as "Lessor", and Glades County, Florida, having its principal office at 500 Avenue J, Moore Haven, Florida 33471, hereinafter referred to as "Lessee".

1. DEMISE, DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting lawful business and for no other purpose, the following described premises with the improvements/appurtenances situated in the City of Moore Haven, County of Glades, State of Florida, more particularly described as follows:

See Attached Exhibit A

As used in this Lease, the term "premises" refers to the real property described above and to any improvements located on the real property from time to time during the term of this Lease.

2. TERM

The initial term of this Lease shall be for 30 years, commencing on _____, 2010, and ending on _____, 2040. The parties, by mutual written agreement, can renew/extend the Lease term. As used in this Lease, the expression "term of this Lease" refers to such initial term and any renewal of the initial term as provided below.

3. RENT

The total rent for the initial 30 year term shall be \$300.00, which Lessee shall pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in annual installments of \$10.00, with the first such installment being due on _____, 20__, and with each annual installment thereafter being due on _____ of each calendar year of the Lease term.

4. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceful possession of the premises during the term of this Lease.

5. DELIVERY OF POSSESSION

Lessor shall deliver possession of the premises to Lessee at the commencement of the Lease term on _____, 2010.

6. USES OF PREMISES

During the term of this lease, Lessee may use the premises, or any part of them, for any legal use that conforms to and is in compliance with all applicable ordinances, rules, regulations and laws.

7. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable laws affecting the premises. Lessee shall not commit or suffer to be committed any waste on the premises, or any nuisance or illegal act.

8. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the premises, or is dispossessed by process of law, or

otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

9. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises.

10. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Upon the receipt of the prior written permission of Lessor, Lessee may encumber by mortgage or deed of trust, or other proper instrument, its Leasehold interest and estate in the premises, together with all buildings and improvements placed by Lessee on the premises, as security for any indebtedness of Lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of the instrument, or any sale under the instrument, either by judicial proceedings or by virtue of any power reserved in the mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of such indebtedness personally of the obligations of this Lease. No such encumbrances, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this Lease.

If, upon the prior written permission of the Lessor, Lessee shall encumber its Leasehold interest and estate in the premises, and if Lessee or the holder of the indebtedness secured by the encumbrance shall give notice to the Lessor of the existence of the encumbrance and the address of the holder, then Lessor will mail or deliver to the holder, a duplicate copy of all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions of this Lease. Copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on Lessee. Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay

any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease, or to prevent the termination of this Lease. All payments so made, and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee under the Lease as they would have been if done and performed by Lessee.

11. ENCUMBRANCE OF LESSOR'S INTEREST

During the term of this lease, Lessor can unilaterally borrow funds and grant a security/mortgage interest in the premises. Lessor shall provide written notice to Lessee of Lessor's intention to borrow funds and give a security/mortgage in the premises at least 60 days prior to Lessor's execution of the security/mortgage instrument in the premises. Within 60 days of Lessee's receipt of written notice from Lessor of Lessor's intention to grant a security/mortgage interest in the premises, Lessee shall give Lessor written notice of whether Lessee is going to either: (1) subordinate this lease and Lessee's interests in the premises to the security/mortgage interest in the premises being given by Lessor; or (2) terminate this lease as a result of Lessor's intention to grant a security/mortgage interest in the premises. If Lessee elects to subordinate Lessee's leasehold interest in the premises as provided above, this lease shall continue in full force and effect for the balance of the lease term. If Lessee elects to terminate this lease as provided above, this lease shall terminate and be cancelled immediately prior to the moment when the security/mortgage interest is created of record against the premises by Lessor.

In the event Lessee has, with Lessor's permission, entered into a prior loan transaction, grant, or other third party agreement which will be adversely affected by Lessor borrowing funds and granting a security/mortgage interest in the premises, the provisions of the above paragraph shall not apply and Lessor shall not grant a security/mortgage interest in the premises, without Lessee's prior written consent, and Lessee shall not be required to subordinate Lessee's leasehold interest to any new security/mortgage interest being proposed by Lessor.

12. SUBLETTING AND ASSIGNMENT

Lessee may not sublet the premises in whole or in part without first obtaining the Lessor's prior written consent and the making of any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease. Lessee shall not assign or transfer this Lease, or any interest in it, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any sublease or assignment without the prior written consent of the Lessor shall be void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the premises or any buildings or improvements on it shall be subject to involuntary assignment, transfer, sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

13. NOTICES

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party of this Lease to the other, shall be deemed to have been fully given or made or sent three (3) business days after being made in writing and deposited in the United States mail, registered and postage prepaid, by certified mail, return receipt requested, and addressed as follows:

TO LESSOR:
GLADES COUNTY YOUTH LIVESTOCK SHOW, INC.
P.O. Box 549
Moore Haven, FL 33471

TO LESSEE:
GLADES COUNTY, FLORIDA
Attn: County Manager
500 Avenue J
P.O. Box 1018
Moore Haven, FL 33471

14. TAXES AND ASSESSMENTS

a. Taxes as additional rent. As additional rent under this Lease, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or impositions, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever that may become due and payable in association with the premises, during the term of the Lease. This includes all governmental charges regardless of name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the premises, or any part of the premises, any building or buildings, or any other improvements now or which will be made in the future, or on or against Lessee's estate which may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease, during the entire term of this Lease, excepting only those taxes specifically excepted below.

b. Assessments affecting improvements. Specifically and without in any way limiting the generality of the above, Lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements. They shall be paid in cash as they are due and before they become delinquent. They shall be paid as required by the act and proceedings under which any assessments, levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, Lessee may elect either mode of payment, and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this Lease or any extended term of this Lease, the unpaid installments shall be prorated as of the date of termination, and amounts payable after such date shall be paid by Lessor. All of the taxes and charges under this provision shall be prorated at the commencement and expiration of the term of this Lease.

c. Taxed excepted. Anything in this section to the contrary notwithstanding, Lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes which may be payable by Lessor or Lessor's legal representative, successors, or assigns, nor shall Lessee be required to pay any tax that might become due on account of

ownership of property other than that leased in this agreement, which may become a lien on the premises or collectable out of it.

d. Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice prior to the commencement of any such contest, which shall be at least thirty (30) days prior to delinquency, and on protecting Lessor on Lessor's demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any contest.

e. Disposition of rebates. All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by Lessee under the provisions of this Lease shall belong to Lessee. Lessor will, on the request of Lessee, execute any receipts, assignments, or other documents that may be necessary in order to secure the recovery of any such rebates, and will pay over to Lessee any such rebates that may be received by Lessor.

f. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this Lease to be paid by Lessee, promptly on payment of them.

g. On termination, taxes, assessments and any other sums payable by Lessee to Lessor under this Lease shall be prorated as of the termination date, and in the event any taxes or assessment shall have been paid in advance, Lessor shall rebate them to Lessee for the unexpired period for which payment shall have been made.

15. CONSTRUCTION OF NEW BUILDING

a. Alterations, improvements, and changes permitted. Lessee shall have the right to construct new improvements and to make such alterations, improvements, and changes to any building which may from time to time be on the premises as Lessee may deem necessary, or to