

**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
BY MANATEE COUNTY**

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**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
AND
MANATEE COUNTY**

This Lease is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and MYAKKA CITY HISTORICAL SOCIETY, INC. (hereinafter "LESSEE"), a not-for-profit corporation whose mailing address is Post Office Box 500, Myakka City, Florida 34251, as of February 1, 2010.

WHEREAS, County and LESSEE entered into a Lease on February 6, 1996 (as amended, the "Prior Lease"); and

WHEREAS, the Prior Lease was amended on May 14, 1996, February 29, 2000, October 1, 2002 and August 5, 2004; and

WHEREAS, the parties wish to replace the Prior Lease with this Lease; and

WHEREAS, the Prior Lease was entered into for the purpose of providing a historical park on the COUNTY'S park property, subject to the completion by LESSEE of certain improvements by December 30, 2005; and

WHEREAS, because of unforeseen cost overruns, LESSEE was unable to complete the necessary improvements, resulting in a termination of the Prior Lease on December 30, 2005, subject to the right of LESSEE to holdover in the Prior Lease at the discretion of the COUNTY, pursuant to which LESSEE has continued to occupy the property subject to the Prior Lease; and

WHEREAS, it is in the mutual best interests of the COUNTY and LESSEE to replace the Prior Lease with this Lease, to establish the terms of the relationship between the parties hereto with respect to the subject matter set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **THE PROPERTY.** COUNTY hereby leases unto LESSEE and LESSEE hereby accepts from COUNTY certain unimproved real property located in the County of Manatee, State of Florida, as more specifically described on Exhibit "A" attached hereto (hereinafter the "PROPERTY") subject to the terms conditions and restrictions and limitations set forth herein.

LESSEE's interest in the PROPERTY is, and shall at all times during the period of this Lease, be limited to the use of the PROPERTY for the purposes set forth in Section 2 below and LESSEE has not and shall not be considered as having any right in or to the PROPERTY or any other interest of any kind or nature therein.

2. USE. LESSEE shall use the PROPERTY solely for the purpose of building, developing and operating a historical park and providing community programs in accordance with the program outlined in Exhibit "B" attached (hereinafter the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury and Internal Revenue Service as a Tax Exempt Organization throughout the term of this Lease.

3. TERM. This lease shall commence on February 1, 2010 and shall continue shall terminate on September 20, 2027 at 11:59 P.M. unless earlier terminated as provided herein.

4. RENT. LESSEE shall pay to COUNTY rent in the amount of Ten Dollars (\$10.00) per year to be paid upon execution of this Lease by LESSEE and on or before the same date in each succeeding year.

As additional rent, LESSEE shall pay, as and when due and payable, all taxes, assessments or other charges, that may be imposed by the State of Florida or any agency thereof, against the PROPERTY or any part thereof or with respect to this Lease and the operation and conduct of the Historical Park.

5. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES. LESSEE accepted the PROPERTY as is pursuant to Prior Lease. LESSEE was granted the right to locate the old Myakka School House and improvements to the property and make certain other improvements approved by COUNTY (LESSEE's facilities), such rights to be reestablished and continued pursuant to this Lease. LESSEE hereby agrees to provide the additional improvements described in Exhibit "C".

6. PRIOR APPROVAL OF COUNTY. Except as authorized in Section 5, LESSEE shall not commence any construction of any additional facilities, buildings or other improvements on or to the PROPERTY until such time as written approval of and consent to the final plans and specifications therefore have been given by COUNTY. In the event LESSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, LESSEE shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications.

7. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, COUNTY may require that LESSEE provide COUNTY with copies of all contracts for the construction or improvements. LESSEE may be required to furnish bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by COUNTY with sureties as may be agreeable to COUNTY and the premium or premiums therefore shall be paid by LESSEE or LESSEE's contractor. LESSEE shall deliver or cause to be delivered the required bonds to COUNTY not later than the date on which construction shall begin. COUNTY shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder. The Director, after consulting with the County Administrator, is authorized to waive the requirements of this section, if the Director is satisfied

that bonds are not otherwise required by law and LESSEE has made satisfactory arrangements to pay all costs and expenses that may be incurred.

8. COMPLIANCE WITH APPLICABLE LAWS. LESSEE hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of any structures, buildings or other improvements or facilities, LESSEE shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of LESSEE and the contractors for LESSEE certifying the following:

- a. The construction of the buildings, structures or other improvements to or on the PROPERTY have been completed in conformance with the plans and specifications therefore and with all applicable laws, codes and ordinances of governmental authorities and that an appropriate certificate of occupancy or any other certificate that may be required for the PROPERTY and for each structure or building thereon has been issued;
- b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished services or materials have been paid in full; and
- c. That there is no outstanding indebtedness known to LESSEE to be due and payable for work, labor, services or materials in connection with the construction of or repair of any buildings, structures or other improvements on or modifications to the PROPERTY, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

9. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with LESSEE in the efforts of LESSEE to obtain all approvals, building and other permits or licenses which are or shall be required in order to build, develop and use the PROPERTY in accordance with the terms and limitations of this Lease. In addition, COUNTY agrees to join with LESSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the County Administrator of the COUNTY is authorized to sign documents required for approvals and permits on behalf of the COUNTY.

10. UTILITIES AND SERVICES. LESSEE shall pay for all utility services furnished to the PROPERTY. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, trash, electricity, telephone, gas, cable TV, security systems and the like. LESSEE shall contract for all Utilities Services in LESSEE's name and pay all deposits and use charges as they become due.

11. RIGHT OF ENTRY. COUNTY reserves the right and LESSEE shall permit COUNTY, its agents or employees, to have access to and enter the PROPERTY to inspect the PROPERTY to assure its proper care and maintenance and for any other purpose reasonably connected with COUNTY's ownership of the PROPERTY and COUNTY's interest in the

PROGRAM and to determine the necessity for LESSEE's performance of any work or replacement, restoration or repair of any building, structure, facility, installation or improvement on the PROPERTY as shall be required to maintain compliance with applicable codes and rules. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM and shall, as soon as reasonably possible, notify LESSEE.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during anytime of construction except as otherwise herein provided. COUNTY shall give LESSEE five (5) days notice before making an inspection as to the condition of the PROPERTY and the LESSEE's care, use and maintenance thereof and compliance with the terms and conditions of this Lease.

12. DELEGATION OF AUTHORITY. COUNTY hereby appoints and authorizes LESSEE to act as COUNTY's agent with limited authority to make application for all necessary zoning and land use approvals and building permits necessary to commence and complete the necessary installations, alterations and improvements to or upon the PROPERTY.

13. OWNERSHIP OF IMPROVEMENTS. Upon expiration or termination of this Lease, all rights, title and ownership of any improvements shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this Lease shall be retained by COUNTY or, at COUNTY'S option, be removed and disposed of with the cost for such removal and disposition borne by LESSEE.

14. MECHANIC'S LIENS. In the event any claims for non-payment of the costs of any improvements to the PROPERTY are brought to the attention of the COUNTY or attempts are made to file mechanic's lien or other labor or material liens against the PROPERTY or any part thereof as a result of or in connection with LESSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, LESSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LESSEE has received notice thereof from COUNTY or the claimant. In the event LESSEE fails to comply with this section, COUNTY may, at its option, obtain the discharge thereof, and LESSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand, including any attorney fees.

15. MAINTENANCE OF PROPERTY. LESSEE shall keep every part and portion of the PROPERTY and each building, structure, and improvement thereon, in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LESSEE will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

16. RISK OF LOSS. COUNTY shall not be responsible for damage to or loss of any building, structure, facility, personal property, fixtures, furniture or equipment belonging to LESSEE, caused by or resulting from fire, flood or any other casualty. LESSEE shall obtain and be

solely responsible for keeping the PROPERTY and all buildings, improvements, facilities and structures and all personal property thereon insured against loss or damage by fire, flood or other casualty and name COUNTY as additionally insured on all such Certificates of Insurance issued during the term of this lease.

17. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, LESSEE, in its sole discretion, may undertake and complete the repair or restoration of the PROPERTY or any building or structure thereon at its sole expense, including use of all insurance proceeds. In the event LESSEE elects not to repair or reconstruct any buildings, structures, facilities or improvements on the PROPERTY necessary for carrying out the PROGRAM, within such reasonable time as may be designated by COUNTY, after any occurrence of loss or damage, COUNTY may, at COUNTY's option, terminate this lease and have a claim for any insurance proceeds and any costs associated with the repair and restoration of the PROPERTY.

18. COVENANTS OF LESSEE. As consideration for this Lease, LESSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B".
- b. Abide by LESSEE's charter and by-laws set forth in Exhibit "B". Additionally, LESSEE covenants and agrees that LESSEE shall not enter into or execute any contract, nor shall LESSEE use in its operation and conduct of the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.
- c. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY, to assure proper use of the PROPERTY and be in compliance with the provisions of this Lease and make such books and records available to COUNTY for inspection and audit. By December 31, 2010 and at least every other year thereafter. LESSEE shall submit an audit or financial statement and letter from an Independent Certified Public Accountant which, as a minimum, will include: a review of LESSEE's books and records, including canceled checks, invoices and budgets. The audit or financial statement and letter shall not be more than two (2) years old. The submission of the documents required shall serve as LESSEE's certification and representation that the information contained therein is true and correct. COUNTY reserves the right to require audits instead of financial statements.
- d. The performance of this Lease shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LESSEE covenants and agrees that no

person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by LESSEE, or be subjected to discrimination under any program or activity on the PROPERTY.

- e. LESSEE shall submit to COUNTY by December 31 of each year a list of LESSEE's Board of Directors. LESSEE agrees that paid staff shall not be a voting or elected member of the LESSEE's Board of Directors.
- f. LESSEE shall not sublet or assign its rights under this Lease.

19. TERMINATION. LESSEE's rights under this Lease shall terminate:

- a. Upon LESSEE's failure to complete construction of such buildings, structures, improvements and facilities as described in Exhibit "C" and commence operation and conduct of the PROGRAM on or before January 31, 2015.
- b. As of the date established in written notice to COUNTY of LESSEE's election to terminate this Lease.
- c. At any time after five (5) years from the date this Lease is signed by COUNTY and COUNTY has provided written notice of termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes. COUNTY covenants to budget and appropriate out of available uncommitted revenues a sum sufficient to pay its obligation as provided in this Section provided, however, that this obligation shall not be considered a pledge of ad valorem revenues. The compensation due LESSEE shall be determined in accordance with Section 27 hereof. Upon surrender of the PROPERTY, LESSEE shall bring the PROPERTY into compliance with the provisions of Section 24. Should LESSEE show cause why LESSEE is unable to relocate LESSEE's facilities by the termination date, the COUNTY agrees to grant a reasonable extension of time.
- d. Immediately upon the occurrence of any event of default by LESSEE, COUNTY shall not be required or responsible for reimbursing LESSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY, subject to the requirements of section 20(c).

20. DEFAULT BY LESSEE. Each of the following events shall be deemed to be an "event of default" by LESSEE under this Lease:

- a. LESSEE's failure to comply with any term, provision, agreement or covenant of this Lease on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LESSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LESSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LESSEE's failure to fulfill the PROGRAM within the time provided herein or at any time during the term or this Lease. As used herein, the term "fulfill" means LESSEE's constructing, installing, using, operating and maintaining the facilities installations and improvements in, to and on the PROPERTY as provided in Section 19(a) and to thereafter operate and use the facility in accordance with the PROGRAM.
- c. LESSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within thirty (30) days after LESSEE received written notice of such lien being imposed against the PROPERTY, addressed by LESSEE substantially in a manner provided in Section 20(a) hereof.
- d. If a petition in bankruptcy shall be filed by or against the LESSEE (unless the petition is vacated or dismissed within sixty [60] days of said filing), or the LESSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LESSEE's affairs or property or LESSEE shall make an assignment for the benefit of creditors.
- e. In the event an attachment at law against the goods, property or chattels of the LESSEE is issued and any such levy is not vacated or dissolved or the attached property restored to the LESSEE by the giving or posting of a bond with surety within twenty (20) days after any such attachment.
- f. LESSEE shall, at any time during the term of this Lease, fail to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the PROPERTY that serves as the basis for the imposition of ad valorem or intangible personal property taxes or would serve as the basis for the imposition of ad valorem taxes if COUNTY were not otherwise exempt or immune from such taxes.

21. COUNTY'S REMEDIES. Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY's election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated LESSEE's use of the PROPERTY and any building, structure, improvement or facility thereon;
- b. COUNTY may enter the PROPERTY and do or cause to be done whatever LESSEE is obligated to do under the terms of this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LESSEE's obligations under this Lease, and COUNTY shall not be liable for damages resulting to LESSEE from such action; and/or
- c. COUNTY may grant a Lease to any entity to use the PROPERTY and the facilities thereon for the purpose herein provided or use the PROPERTY and such facilities for such purposes as COUNTY deems to be in the COUNTY's best interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by LESSEE and restore the PROPERTY to the condition existing prior to granting this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

22. EMINENT DOMAIN. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired by any public or quasi public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the PROPERTY so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of COUNTY without participation by LESSEE and without any deduction there from for any present or future intent or right of LESSEE in and to the use of the PROPERTY. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with LESSEE's use of the PROPERTY under this Lease, provided that LESSEE, notwithstanding such appropriation shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LESSEE from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by LESSEE.

23. LESSEE'S ACCESS TO AND USE OF THE PROPERTY. COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE's part. LESSEE shall, at all times during the term of this Lease, be entitled to the use of the PROPERTY as herein provided, without any interference or hindrance from COUNTY or any persons, and LESSEE shall have access to the PROPERTY at all times during the day and night.

24. SURRENDER OF THE PROPERTY. LESSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures and improvements remaining thereon shall be removed and

relocated or demolished by LESSEE unless COUNTY agrees to accept any specific building, structure or improvement.

25. HOLDING OVER. If LESSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then LESSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of LESSEE's use of the PROPERTY as granted by virtue of this Lease and COUNTY shall have the right to take any and all steps or actions to remove LESSEE and any of LESSEE's employees from the PROPERTY.

26. ATTORNEY FEES. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

27. LESSEE COMPENSATION ON EARLY TERMINATION AND COUNTY'S OBLIGATION UPON TERMINATION. For the purpose of determining the compensation due to LESSEE at the time of the termination of this Lease as provided under Section 19(c), the actual costs, including the value of donated goods and services furnished to LESSEE (excluding contributions from COUNTY) for capital improvements, but not exceeding the amount approved in writing by the Board of County Commissioners shall be divided by the thirty (30) year term. The quotient times the number of years or a portion of a year remaining in the initial thirty (30) year term as of the date of termination shall be payable by COUNTY to LESSEE within twenty (20) days after completion of the work and the presentation or paid invoices, canceled checks and certification by LESSEE that the work covered by the requested payment was for the removal and relocation of LESSEE's facilities and the work has been completed. In the event of early termination, COUNTY hereby consents and agrees to comply with the restrictions and limitations provided in attached Exhibit "D".

28. INDEMNIFICATION. LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, parent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and LESSEE's performance of, or its failure to perform the PROGRAM referenced in this Lease, or the use of the PROPERTY whether or not contemplated under the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of LESSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LESSEE. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection with, and if any judgment shall be rendered against COUNTY in any such action the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of LESSEE shall in no way limit LESSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

LESSEE's agreement and obligation to indemnify, keep and save harmless the COUNTY, its agents, officials and employees against all claims, suits, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit or action arising from or predicated upon COUNTY's ownership of the PROPERTY. LESSEE's obligation and agreement to indemnify, save and hold harmless the COUNTY and those operating under its explicit direction does not include any intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of LESSEE's performance or failure to perform under the terms of this Lease and use of the PROPERTY have been finally settled, regardless of when any such claims may be made.

In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this Lease, COUNTY at once shall give notice thereof in writing to LESSEE by certified mail addressed to LESSEE at the address contained herein. Upon receipt of notice, LESSEE, at its own expense, may defend against such action and take all steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this Lease shall be deemed to affect the COUNTY's right to provide its own defense and recover from LESSEE attorney fees and expenses associated with such representation or be deemed or construed in anywise as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or related to COUNTY's sovereign immunity. The indemnity provided by LESSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LESSEE; and
- b. To any claim or expense of attorney or other professional fees incurred because of COUNTY's retaining separate counsel, in addition to counsel provided by LESSEE, provided that COUNTY has approved counsel provided by LESSEE.

29. INSURANCE. LESSEE shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY in order to secure the indemnification of COUNTY to be furnished herein. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to similarly situated agencies in amounts deemed necessary to afford reasonable protection to the public.

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by COUNTY's Risk manager shall be filed with the COUNTY before LESSEE shall enter upon or use the PROPERTY and at such times as may be reasonably required by COUNTY's Risk Manager. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of

policies shall be furnished to COUNTY thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this Lease shall be based upon sound business principles and that LESSEE may elect to carry greater amounts of insurance. The naming of the COUNTY as an additional insured shall in no event be deemed or construed as a waiver of, or limitation of, the COUNTY's rights of sovereign immunity.

30. NOTICES AND REPRESENTATIVES. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to LESSEE or COUNTY, signed by their recognized representative respectively and addressed as provided below until either party provides written notice of a different representative or different address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested to the other party at the address given below or such different address pursuant to written notice provided above.

If to COUNTY: County Administrator
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

Copy to: Manatee County
Attention: Director
Parks and Recreation Department
Post Office Box 1000
Bradenton, Florida 34206

If to LESSEE: Post Office Box 500
Myakka City, Florida 34251
ATTENTION: Marilyn R. Coker

COUNTY designates as its representative Director and, as used herein, the Director of the Department or such different representative as may be designated by the Manatee County Administrator. LESSEE's designated representative is Marilyn R. Coker.

31. NO IMPLIED WAIVER. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

32. APPLICABLE LAW AND CONSTRUCTION. This Lease shall be governed and construed in accordance with the applicable laws of the state of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The

captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this Lease.

33. ENTIRE AGREEMENT AND PROVISIONS BINDING. This Lease and any attached or incorporated items or Exhibits set forth all of the covenants, promises, agreements, conditions and understanding between the parties concerning this Lease, and there are no covenants, promises, agreements or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not construe consent to the assignment of this Lease by LESSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LESSEE shall have no right to assign, transfer or encumber this Lease except as specifically provided for in this Lease.

By execution of this Lease, the COUNTY and LESSEE hereby agree to terminate the Prior Lease, such that the terms and conditions of the Prior Lease shall be of no further force and effect and all matters related to the use of the PROPERTY by LESSEE during the term of this Lease shall be governed solely by the terms and provisions hereof.

IN WITNESS WHEREOF, the COUNTY and LESSEE caused this Lease to be duly executed effective as of the date set forth above.

WITNESSES:

MYAKKA CITY HISTORICAL SOCIETY,
INC.

Catherine B. Shuman

Marilyn R. Coker

Lucretia Rupert

Date of Execution: Feb 22, 2010

ATTEST: R. B. SHORE

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

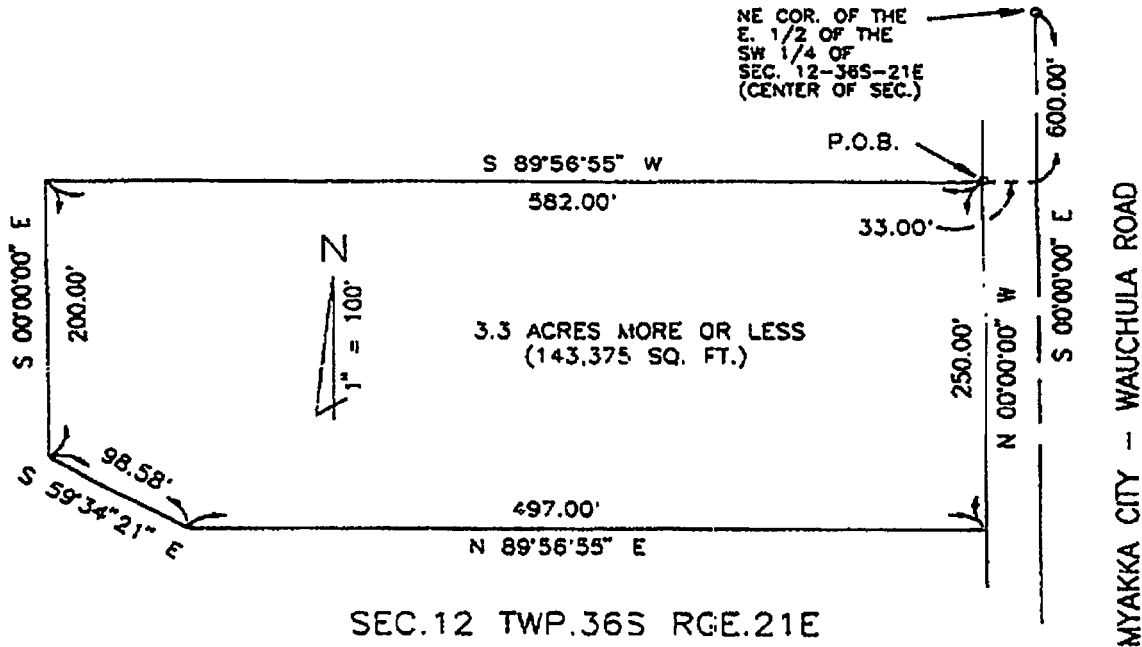
By: [Signature]
Deputy Clerk of the Circuit Court

By: [Signature]
Second Vice-Chairman 2/23/10



DESCRIPTION SKETCH

THIS IS NOT A SURVEY



SEC. 12 TWP. 36S RGE. 21E

DESCRIPTION

COMMENCE AT THE CENTER OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING ALSO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 12; THENCE S 00°00'00" E, ALONG THE EAST LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 600.00 FEET; THENCE S 89°56'55" W, PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 33.00 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD, SAID POINT ALSO BEING THE S.E. CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN O.R. BOOK 1456 PG. 41, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°56'55" W, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 582.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 200.00 FEET; THENCE S 59°34'21" E, A DISTANCE OF 98.58 FEET; THENCE N 89°56'55" E, A DISTANCE OF 497.00 FEET TO SAID WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD; THENCE N 00°00'00" W, ALONG SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 12, TOWNSHIP 36 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 3.3 ACRES MORE OR LESS.

NOTE: BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY OF MYAKKA - WAUCHULA ROAD, BEING S 00°00'00" E (ASSUMED).

I HERBY CERTIFY THAT THIS DESCRIPTION SKETCH MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY John G. Parker DATE: 1/23/96

JOHN G. PARKER, P.L.S., PROFESSIONAL LAND SURVEYOR NO. 4502
422C 66TH STREET WEST, BRADENTON FLORIDA 34210
(NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL)

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

EXHIBIT "B"

LESSEE'S PROGRAM

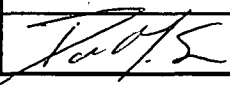
LESSEE shall use the PROPERTY primarily for the purpose of building, developing, operating, and maintaining a historical park and museum, subject to the conditions and limitations in the Lease. LESSEE shall also be authorized to use the PROPERTY for the provision of charitable, educational, scientific, recreational and literary programs serving the community interest and welfare in accordance with the following limitations and restrictions:

1. By _____ of each year, beginning _____ 1, _____. LESSEE shall submit to the COUNTY a program showing generally contemplated activities for the COUNTY fiscal year (beginning October 1 and ending on September 30) and a report in such detail and with such specificity as the COUNTY may reasonably require, detailing the operations, uses and activities for the preceding year, including those activities planned for the month of September.
2. LESSEE shall include in its annual report, a record of fees and charges imposed by LESSEE for the use of its facilities during the prior year and such other fiscal and financial information as COUNTY may reasonably require to review and determine the appropriateness of activities and uses on the PROPERTY.
3. In acknowledgment of the fact that the Lease is a Lease of public property in accordance with section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote the community interest and welfare, the Board of County Commissioners shall retain the authority to review the activities and uses from the prior year as well as the contemplated uses. LESSEE shall not be held in default or violation of the provisions of the Lease pertaining to LESSEE'S PROGRAM unless the Board of County Commissioners has in writing advised LESSEE that in the Board's determination, based upon reasonable discretion, the activities and uses of a specific nature do not serve or promote the community interest and welfare and should be discontinued.
4. It is contemplated that consideration and determinations by the Board of County Commissioners with regard to the activities or uses of the PROPERTY shall be made at the time of reviewing the annual report; provided, however, nothing herein shall limit the Board of County Commissioners in furnishing such a determination when the Board becomes aware of inappropriate uses and activities.
5. Any use that is determined to be in violation of the provisions of Florida law that provide for exemption from ad valorem taxes, tangible personal property taxes, or that this Lease is subject to sales taxes shall be considered in violation of the requirements imposed upon LESSEE in the operation of its PROGRAM.
6. Specifically, LESSEE agrees to provide programming for a minimum of ___ days a week for hours a day in accordance with the following programs offered by the Myakka City Community Center, Inc., generally described as:
 - a. A morning and after school program for Manatee County youths ages four (4) through sixteen (16) including arts and crafts, recreational play, drug prevention classes, homework assistance and self-esteem activities.

- b. A tutoring program for Manatee County youths ages five (5) through thirteen (13) with focus on youths with low FCAT scores.
- c. A drug awareness program for Manatee County youths.
- d. A teen club program including positive role models, opportunities to socialize, implement and coordinate volunteer activities and for learning leadership skills in planning and implementing events and activities.

7. The granting of the right to use the PROPERTY or facilities to community groups pursuant to a fee schedule or license agreement for the activities of such community organizations serving the public interest and welfare shall not be considered a sublet or subleasing of the facility in violation of the terms of this Lease.

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	Amendment to Lease for Myakka Historical Schoolhouse	TYPE AGENDA ITEM	Consent
DATE REQUESTED	February 23, 2010	DATE SUBMITTED/REVISED	February 18, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	
DEPARTMENT/DIVISION	Property Management	AUTHORIZED BY TITLE	Ed Hunzeker, County Administrator
CONTACT PERSON TELEPHONE/EXTENSION	Robert Smith, x3015	PRESENTER/TITLE TELEPHONE/EXTENSION	Robert Smith, Property Management
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for Chairman to execute the Lease between Myakka City Historical Society, Inc. and Manatee County

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

BACKGROUND/DISCUSSION

- The Myakka Historical Society, Inc. and Manatee County entered into a lease agreement on February 8, 1996 that allowed the Historical Society to move the Myakka Historical Schoolhouse to county owned property in Myakka and run historical programs from that facility.
- That lease agreement ran through the year 2027, but had requirements that the schoolhouse be renovated and in operation by a date that has already passed, therefore they are out of compliance with the lease agreement.
- The Historical Society is continuing to work on acquiring funding to complete the renovations that are needed to allow them to begin operations.
- A \$25,000 state grant was applied for by the Historical Society (the County agreed to provide \$12,500 in match funds for the grant application).
- The Historical Society has been told by the state granting agency that they need to have a lease agreement that is not out of compliance in order to be considered for the grant.
- The attached lease would replace the existing lease and give the Historical Society a five year window to complete the renovations to the facility.

APPROVED IN OPEN SESSION
FEB 23 2010

COUNTY ATTORNEY REVIEW		BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
Check appropriate box	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)	
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)	

<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input checked="" type="checkbox"/>	OTHER – Lease agreement drafted by William Clague

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Lease Agreement		One Original to Cathy Swisher per email Originals to Marilyn Coker, Historical Society and Robert Smith, Property Management Emailed Bob Smith 2/10/10	
COST:	n/a	SOURCE (ACCT # & NAME):	(W)
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	

**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
BY MANATEE COUNTY**

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33. ENTIRE AGREEMENT AND PROVISIONS BINDING

**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
AND
MANATEE COUNTY**

This Lease is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and MYAKKA CITY HISTORICAL SOCIETY, INC. (hereinafter "LESSEE"), a not-for-profit corporation whose mailing address is Post Office Box 500, Myakka City, Florida 34251, as of February 1, 2010.

WHEREAS, County and LESSEE entered into a Lease on February 6, 1996 (as amended, the "Prior Lease"); and

WHEREAS, the Prior Lease was amended on May 14, 1996, February 29, 2000, October 1, 2002 and August 5, 2004; and

WHEREAS, the parties wish to replace the Prior Lease with this Lease; and

WHEREAS, the Prior Lease was entered into for the purpose of providing a historical park on the COUNTY'S park property, subject to the completion by LESSEE of certain improvements by December 30, 2005; and

WHEREAS, because of unforeseen cost overruns, LESSEE was unable to complete the necessary improvements, resulting in a termination of the Prior Lease on December 30, 2005, subject to the right of LESSEE to holdover in the Prior Lease at the discretion of the COUNTY, pursuant to which LESSEE has continued to occupy the property subject to the Prior Lease; and

WHEREAS, it is in the mutual best interests of the COUNTY and LESSEE to replace the Prior Lease with this Lease, to establish the terms of the relationship between the parties hereto with respect to the subject matter set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. THE PROPERTY. COUNTY hereby leases unto LESSEE and LESSEE hereby accepts from COUNTY certain unimproved real property located in the County of Manatee, State of Florida, as more specifically described on Exhibit "A" attached hereto (hereinafter the "PROPERTY") subject to the terms conditions and restrictions and limitations set forth herein.

LESSEE's interest in the PROPERTY is, and shall at all times during the period of this Lease, be limited to the use of the PROPERTY for the purposes set forth in Section 2 below and LESSEE has not and shall not be considered as having any right in or to the PROPERTY or any other interest of any kind or nature therein.

2. USE. LESSEE shall use the PROPERTY solely for the purpose of building, developing and operating a historical park and providing community programs in accordance with the program outlined in Exhibit "B" attached (hereinafter the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury and Internal Revenue Service as a Tax Exempt Organization throughout the term of this Lease.

3. TERM. This lease shall commence on February 1, 2010 and shall continue shall terminate on September 20, 2027 at 11:59 P.M. unless earlier terminated as provided herein.

4. RENT. LESSEE shall pay to COUNTY rent in the amount of Ten Dollars (\$10.00) per year to be paid upon execution of this Lease by LESSEE and on or before the same date in each succeeding year.

As additional rent, LESSEE shall pay, as and when due and payable, all taxes, assessments or other charges, that may be imposed by the State of Florida or any agency thereof, against the PROPERTY or any part thereof or with respect to this Lease and the operation and conduct of the Historical Park.

5. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES. LESSEE accepted the PROPERTY as is pursuant to Prior Lease. LESSEE was granted the right to locate the old Myakka School House and improvements to the property and make certain other improvements approved by COUNTY (LESSEE's facilities), such rights to be reestablished and continued pursuant to this Lease. LESSEE hereby agrees to provide the additional improvements described in Exhibit "C".

6. PRIOR APPROVAL OF COUNTY. Except as authorized in Section 5, LESSEE shall not commence any construction of any additional facilities, buildings or other improvements on or to the PROPERTY until such time as written approval of and consent to the final plans and specifications therefore have been given by COUNTY. In the event LESSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, LESSEE shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications.

7. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, COUNTY may require that LESSEE provide COUNTY with copies of all contracts for the construction or improvements. LESSEE may be required to furnish bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by COUNTY with sureties as may be agreeable to COUNTY and the premium or premiums therefore shall be paid by LESSEE or LESSEE's contractor. LESSEE shall deliver or cause to be delivered the required bonds to COUNTY not later than the date on which construction shall begin. COUNTY shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder. The Director, after consulting with the County Administrator, is authorized to waive the requirements of this section, if the Director is satisfied

that bonds are not otherwise required by law and LESSEE has made satisfactory arrangements to pay all costs and expenses that may be incurred.

8. COMPLIANCE WITH APPLICABLE LAWS. LESSEE hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of any structures, buildings or other improvements or facilities, LESSEE shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of LESSEE and the contractors for LESSEE certifying the following:

- a. The construction of the buildings, structures or other improvements to or on the PROPERTY have been completed in conformance with the plans and specifications therefore and with all applicable laws, codes and ordinances of governmental authorities and that an appropriate certificate of occupancy or any other certificate that may be required for the PROPERTY and for each structure or building thereon has been issued;
- b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished services or materials have been paid in full; and
- c. That there is no outstanding indebtedness known to LESSEE to be due and payable for work, labor, services or materials in connection with the construction of or repair of any buildings, structures or other improvements on or modifications to the PROPERTY, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

9. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with LESSEE in the efforts of LESSEE to obtain all approvals, building and other permits or licenses which are or shall be required in order to build, develop and use the PROPERTY in accordance with the terms and limitations of this Lease. In addition, COUNTY agrees to join with LESSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the County Administrator of the COUNTY is authorized to sign documents required for approvals and permits on behalf of the COUNTY.

10. UTILITIES AND SERVICES. LESSEE shall pay for all utility services furnished to the PROPERTY. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, trash, electricity, telephone, gas, cable TV, security systems and the like. LESSEE shall contract for all Utilities Services in LESSEE's name and pay all deposits and use charges as they become due.

11. RIGHT OF ENTRY. COUNTY reserves the right and LESSEE shall permit COUNTY, its agents or employees, to have access to and enter the PROPERTY to inspect the PROPERTY to assure its proper care and maintenance and for any other purpose reasonably connected with COUNTY's ownership of the PROPERTY and COUNTY's interest in the

PROGRAM and to determine the necessity for LESSEE's performance of any work or replacement, restoration or repair of any building, structure, facility, installation or improvement on the PROPERTY as shall be required to maintain compliance with applicable codes and rules. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM and shall, as soon as reasonably possible, notify LESSEE.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during anytime of construction except as otherwise herein provided. COUNTY shall give LESSEE five (5) days notice before making an inspection as to the condition of the PROPERTY and the LESSEE's care, use and maintenance thereof and compliance with the terms and conditions of this Lease.

12. DELEGATION OF AUTHORITY. COUNTY hereby appoints and authorizes LESSEE to act as COUNTY's agent with limited authority to make application for all necessary zoning and land use approvals and building permits necessary to commence and complete the necessary installations, alterations and improvements to or upon the PROPERTY.

13. OWNERSHIP OF IMPROVEMENTS. Upon expiration or termination of this Lease, all rights, title and ownership of any improvements shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this Lease shall be retained by COUNTY or, at COUNTY'S option, be removed and disposed of with the cost for such removal and disposition borne by LESSEE.

14. MECHANIC'S LIENS. In the event any claims for non-payment of the costs of any improvements to the PROPERTY are brought to the attention of the COUNTY or attempts are made to file mechanic's lien or other labor or material liens against the PROPERTY or any part thereof as a result of or in connection with LESSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, LESSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LESSEE has received notice thereof from COUNTY or the claimant. In the event LESSEE fails to comply with this section, COUNTY may, at its option, obtain the discharge thereof, and LESSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand, including any attorney fees.

15. MAINTENANCE OF PROPERTY. LESSEE shall keep every part and portion of the PROPERTY and each building, structure, and improvement thereon, in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LESSEE will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

16. RISK OF LOSS. COUNTY shall not be responsible for damage to or loss of any building, structure, facility, personal property, fixtures, furniture or equipment belonging to LESSEE, caused by or resulting from fire, flood or any other casualty. LESSEE shall obtain and be

solely responsible for keeping the PROPERTY and all buildings, improvements, facilities and structures and all personal property thereon insured against loss or damage by fire, flood or other casualty and name COUNTY as additionally insured on all such Certificates of Insurance issued during the term of this lease.

17. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, LESSEE, in its sole discretion, may undertake and complete the repair or restoration of the PROPERTY or any building or structure thereon at its sole expense, including use of all insurance proceeds. In the event LESSEE elects not to repair or reconstruct any buildings, structures, facilities or improvements on the PROPERTY necessary for carrying out the PROGRAM, within such reasonable time as may be designated by COUNTY, after any occurrence of loss or damage, COUNTY may, at COUNTY's option, terminate this lease and have a claim for any insurance proceeds and any costs associated with the repair and restoration of the PROPERTY.

18. COVENANTS OF LESSEE. As consideration for this Lease, LESSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B".
- b. Abide by LESSEE's charter and by-laws set forth in Exhibit "B". Additionally, LESSEE covenants and agrees that LESSEE shall not enter into or execute any contract, nor shall LESSEE use in its operation and conduct of the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.
- c. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY, to assure proper use of the PROPERTY and be in compliance with the provisions of this Lease and make such books and records available to COUNTY for inspection and audit. By December 31, 2010 and at least every other year thereafter, LESSEE shall submit an audit or financial statement and letter from an Independent Certified Public Accountant which, as a minimum, will include: a review of LESSEE's books and records, including canceled checks, invoices and budgets. The audit or financial statement and letter shall not be more than two (2) years old. The submission of the documents required shall serve as LESSEE's certification and representation that the information contained therein is true and correct. COUNTY reserves the right to require audits instead of financial statements.
- d. The performance of this Lease shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LESSEE covenants and agrees that no

person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by LESSEE, or be subjected to discrimination under any program or activity on the PROPERTY.

- e. LESSEE shall submit to COUNTY by December 31 of each year a list of LESSEE's Board of Directors. LESSEE agrees that paid staff shall not be a voting or elected member of the LESSEE's Board of Directors.
- f. LESSEE shall not sublet or assign its rights under this Lease.

19. TERMINATION. LESSEE's rights under this Lease shall terminate:

- a. Upon LESSEE's failure to complete construction of such buildings, structures, improvements and facilities as described in Exhibit "C" and commence operation and conduct of the PROGRAM on or before January 31, 2010.
- b. As of the date established in written notice to COUNTY of LESSEE's election to terminate this Lease.
- c. At any time after five (5) years from the date this Lease is signed by COUNTY and COUNTY has provided written notice of termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes. COUNTY covenants to budget and appropriate out of available uncommitted revenues a sum sufficient to pay its obligation as provided in this Section provided, however, that this obligation shall not be considered a pledge of ad valorem revenues. The compensation due LESSEE shall be determined in accordance with Section 27 hereof. Upon surrender of the PROPERTY, LESSEE shall bring the PROPERTY into compliance with the provisions of Section 24. Should LESSEE show cause why LESSEE is unable to relocate LESSEE's facilities by the termination date, the COUNTY agrees to grant a reasonable extension of time.
- d. Immediately upon the occurrence of any event of default by LESSEE, COUNTY shall not be required or responsible for reimbursing LESSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY, subject to the requirements of section 20(c).

20. DEFAULT BY LESSEE. Each of the following events shall be deemed to be an "event of default" by LESSEE under this Lease:

- a. LESSEE's failure to comply with any term, provision, agreement or covenant of this Lease on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LESSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LESSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LESSEE's failure to fulfill the PROGRAM within the time provided herein or at any time during the term of this Lease. As used herein, the term "fulfill" means LESSEE's constructing, installing, using, operating and maintaining the facilities installations and improvements in, to and on the PROPERTY as provided in Section 19(a) and to thereafter operate and use the facility in accordance with the PROGRAM.
- c. LESSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within thirty (30) days after LESSEE received written notice of such lien being imposed against the PROPERTY, addressed by LESSEE substantially in a manner provided in Section 20(a) hereof.
- d. If a petition in bankruptcy shall be filed by or against the LESSEE (unless the petition is vacated or dismissed within sixty [60] days of said filing), or the LESSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LESSEE's affairs or property or LESSEE shall make an assignment for the benefit of creditors.
- e. In the event an attachment at law against the goods, property or chattels of the LESSEE is issued and any such levy is not vacated or dissolved or the attached property restored to the LESSEE by the giving or posting of a bond with surety within twenty (20) days after any such attachment.
- f. LESSEE shall, at any time during the term of this Lease, fail to comply with, observe and meet the terms and conditions required under any state of federal law, rule or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the PROPERTY that serves as the basis for the imposition of ad valorem or intangible personal property taxes or would serve as the basis for the imposition of ad valorem taxes if COUNTY were not otherwise exempt or immune from such taxes.

21. COUNTY'S REMEDIES. Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY's election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated LESSEE's use of the PROPERTY and any building, structure, improvement or facility thereon;
- b. COUNTY may enter the PROPERTY and do or cause to be done whatever LESSEE is obligated to do under the terms of this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LESSEE's obligations under this Lease, and COUNTY shall not be liable for damages resulting to LESSEE from such action; and/or
- c. COUNTY may grant a Lease to any entity to use the PROPERTY and the facilities thereon for the purpose herein provided or use the PROPERTY and such facilities for such purposes as COUNTY deems to be in the COUNTY's best interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by LESSEE and restore the PROPERTY to the condition existing prior to granting this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

22. EMINENT DOMAIN. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired by any public or quasi public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the PROPERTY so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of COUNTY without participation by LESSEE and without any deduction there from for any present or future intent or right of LESSEE in and to the use of the PROPERTY. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with LESSEE's use of the PROPERTY under this Lease, provided that LESSEE, notwithstanding such appropriation shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LESSEE from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by LESSEE.

23. LESSEE'S ACCESS TO AND USE OF THE PROPERTY. COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE's part. LESSEE shall, at all times during the term of this Lease, be entitled to the use of the PROPERTY as herein provided, without any interference or hindrance from COUNTY or any persons, and LESSEE shall have access to the PROPERTY at all times during the day and night.

24. SURRENDER OF THE PROPERTY. LESSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures and improvements remaining thereon shall be removed and

relocated or demolished by LESSEE unless COUNTY agrees to accept any specific building, structure or improvement.

25. HOLDING OVER. If LESSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then LESSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of LESSEE's use of the PROPERTY as granted by virtue of this Lease and COUNTY shall have the right to take any and all steps or actions to remove LESSEE and any of LESSEE's employees from the PROPERTY.

26. ATTORNEY FEES. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

27. LESSEE COMPENSATION ON EARLY TERMINATION AND COUNTY'S OBLIGATION UPON TERMINATION. For the purpose of determining the compensation due to LESSEE at the time of the termination of this Lease as provided under Section 19(c), the actual costs, including the value of donated goods and services furnished to LESSEE (excluding contributions from COUNTY) for capital improvements, but not exceeding the amount approved in writing by the Board of County Commissioners shall be divided by the thirty (30) year term. The quotient times the number of years or a portion of a year remaining in the initial thirty (30) year term as of the date of termination shall be payable by COUNTY to LESSEE within twenty (20) days after completion of the work and the presentation or paid invoices, canceled checks and certification by LESSEE that the work covered by the requested payment was for the removal and relocation of LESSEE's facilities and the work has been completed. In the event of early termination, COUNTY hereby consents and agrees to comply with the restrictions and limitations provided in attached Exhibit "D".

28. INDEMNIFICATION. LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, parent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and LESSEE's performance of, or its failure to perform the PROGRAM referenced in this Lease, or the use of the PROPERTY whether or not contemplated under the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of LESSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LESSEE. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection with, and if any judgment shall be rendered against COUNTY in any such action the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of LESSEE shall in no way limit LESSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

LESSEE's agreement and obligation to indemnify, keep and save harmless the COUNTY, its agents, officials and employees against all claims, suits, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit or action arising from or predicated upon COUNTY's ownership of the PROPERTY. LESSEE's obligation and agreement to indemnify, save and hold harmless the COUNTY and those operating under its explicit direction does not include any intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of LESSEE's performance or failure to perform under the terms of this Lease and use of the PROPERTY have been finally settled, regardless of when any such claims may be made.

In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this Lease, COUNTY at once shall give notice thereof in writing to LESSEE by certified mail addressed to LESSEE at the address contained herein. Upon receipt of notice, LESSEE, at its own expense, may defend against such action and take all steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this Lease shall be deemed to affect the COUNTY's right to provide its own defense and recover from LESSEE attorney fees and expenses associated with such representation or be deemed or construed in anywise as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or related to COUNTY's sovereign immunity. The indemnity provided by LESSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LESSEE; and
- b. To any claim or expense of attorney or other professional fees incurred because of COUNTY's retaining separate counsel, in addition to counsel provided by LESSEE, provided that COUNTY has approved counsel provided by LESSEE.

29. INSURANCE. LESSEE shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY in order to secure the indemnification of COUNTY to be furnished herein. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to similarly situated agencies in amounts deemed necessary to afford reasonable protection to the public.

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by COUNTY's Risk manager shall be filed with the COUNTY before LESSEE shall enter upon or use the PROPERTY and at such times as may be reasonably required by COUNTY's Risk Manager. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of

policies shall be furnished to COUNTY thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this Lease shall be based upon sound business principles and that LESSEE may elect to carry greater amounts of insurance. The naming of the COUNTY as an additional insured shall in no event be deemed or construed as a waiver of, or limitation of, the COUNTY's rights of sovereign immunity.

30. NOTICES AND REPRESENTATIVES. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to LESSEE or COUNTY, signed by their recognized representative respectively and addressed as provided below until either party provides written notice of a different representative or different address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested to the other party at the address given below or such different address pursuant to written notice provided above.

If to COUNTY: County Administrator
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

Copy to: Manatee County
Attention: Director
Parks and Recreation Department
Post Office Box 1000
Bradenton, Florida 34206

If to LESSEE: Post Office Box 500
Myakka City, Florida 34251
ATTENTION: Marilyn R. Coker

COUNTY designates as its representative Director and, as used herein, the Director of the Department or such different representative as may be designated by the Manatee County Administrator. LESSEE's designated representative is Marilyn R. Coker.

31. NO IMPLIED WAIVER. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

32. APPLICABLE LAW AND CONSTRUCTION. This Lease shall be governed and construed in accordance with the applicable laws of the state of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The

captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this Lease.

33. ENTIRE AGREEMENT AND PROVISIONS BINDING. This Lease and any attached or incorporated items or Exhibits set forth all of the covenants, promises, agreements, conditions and understanding between the parties concerning this Lease, and there are no covenants, promises, agreements or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not construe consent to the assignment of this Lease by LESSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LESSEE shall have no right to assign, transfer or encumber this Lease except as specifically provided for in this Lease.

By execution of this Lease, the COUNTY and LESSEE hereby agree to terminate the Prior Lease, such that the terms and conditions of the Prior Lease shall be of no further force and effect and all matters related to the use of the PROPERTY by LESSEE during the term of this Lease shall be governed solely by the terms and provisions hereof.

IN WITNESS WHEREOF, the COUNTY and LESSEE caused this Lease to be duly executed effective as of the date set forth above.

WITNESSES:

MYAKKA CITY HISTORICAL SOCIETY,
INC.

Date of Execution: _____

ATTEST: R. B. SHORE

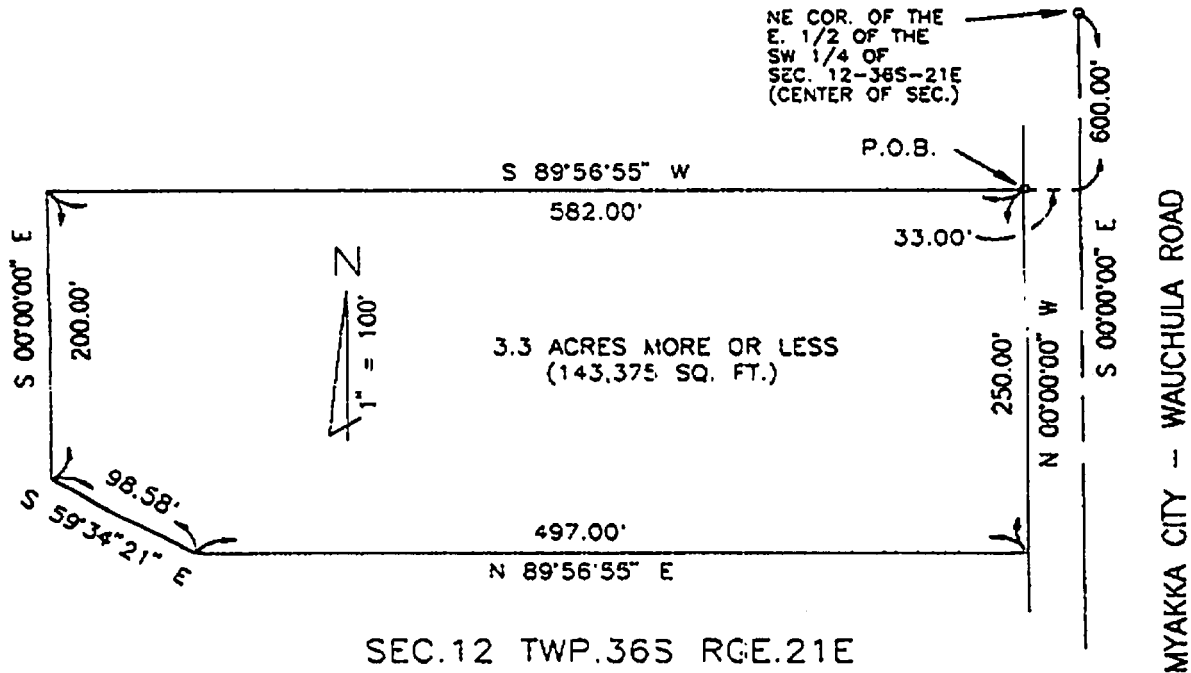
MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

Clerk of the Circuit Court

By: Chairman

DESCRIPTION SKETCH

THIS IS NOT A SURVEY



SEC.12 TWP.36S RGE.21E

DESCRIPTION

COMMENCE AT THE CENTER OF SECTION 12, TOWNSHIP 36 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING ALSO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 12; THENCE S 00°00'00" E, ALONG THE EAST LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 600.00 FEET; THENCE S 89°56'55" W, PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 33.00 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD, SAID POINT ALSO BEING THE S.E. CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN O.R. BOOK 1456 PG. 41, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°56'55" W, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 582.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 200.00 FEET; THENCE S 59°34'21" E, A DISTANCE OF 98.58 FEET; THENCE N 89°56'55" E, A DISTANCE OF 497.00 FEET TO SAID WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD; THENCE N 00°00'00" W, ALONG SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 12, TOWNSHIP 36 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.
CONTAINING 3.3 ACRES MORE OR LESS.

NOTE: BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY OF MYAKKA - WAUCHULA ROAD, BEING S 00°00'00" E (ASSUMED).

I HERBY CERTIFY THAT THIS DESCRIPTION SKETCH MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY John G. Parker DATE: 1/23/96
 JOHN G. PARKER, P.L.S., PROFESSIONAL LAND SURVEYOR NO. 4502
 4422C 68TH STREET WEST, BRADENTON FLORIDA 34210
 (NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL)

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

EXHIBIT "B"

LESSEE'S PROGRAM

LESSEE shall use the PROPERTY primarily for the purpose of building, developing, operating, and maintaining a historical park and museum, subject to the conditions and limitations in the Lease. LESSEE shall also be authorized to use the PROPERTY for the provision of charitable, educational, scientific, recreational and literary programs serving the community interest and welfare in accordance with the following limitations and restrictions:

1. By _____ of each year, beginning _____ 1, _____. LESSEE shall submit to the COUNTY a program showing generally contemplated activities for the COUNTY fiscal year (beginning October 1 and ending on September 30) and a report in such detail and with such specificity as the COUNTY may reasonably require, detailing the operations, uses and activities for the preceding year, including those activities planned for the month of September.
2. LESSEE shall include in its annual report, a record of fees and charges imposed by LESSEE for the use of its facilities during the prior year and such other fiscal and financial information as COUNTY may reasonably require to review and determine the appropriateness of activities and uses on the PROPERTY.
3. In acknowledgment of the fact that the Lease is a Lease of public property in accordance with section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote the community interest and welfare, the Board of County Commissioners shall retain the authority to review the activities and uses from the prior year as well as the contemplated uses. LESSEE shall not be held in default or violation of the provisions of the Lease pertaining to LESSEE'S PROGRAM unless the Board of County Commissioners has in writing advised LESSEE that in the Board's determination, based upon reasonable discretion, the activities and uses of a specific nature do not serve or promote the community interest and welfare and should be discontinued.
4. It is contemplated that consideration and determinations by the Board of County Commissioners with regard to the activities or uses of the PROPERTY shall be made at the time of reviewing the annual report; provided, however, nothing herein shall limit the Board of County Commissioners in furnishing such a determination when the Board becomes aware of inappropriate uses and activities.
5. Any use that is determined to be in violation of the provisions of Florida law that provide for exemption from ad valorem taxes, tangible personal property taxes, or that this Lease is subject to sales taxes shall be considered in violation of the requirements imposed upon LESSEE in the operation of its PROGRAM.
6. Specifically, LESSEE agrees to provide programming for a minimum of ____ days a week for hours a day in accordance with the following programs offered by the Myakka City Community Center, Inc., generally described as:
 - a. A morning and after school program for Manatee County youths ages four (4) through sixteen (16) including arts and crafts, recreational play, drug prevention classes, homework assistance and self-esteem activities.

- b. A tutoring program for Manatee County youths ages five (5) through thirteen (13) with focus on youths with low FCAT scores.
- c. A drug awareness program for Manatee County youths.
- d. A teen club program including positive role models, opportunities to socialize, implement and coordinate volunteer activities and for learning leadership skills in planning and implementing events and activities.

7. The granting of the right to use the PROPERTY or facilities to community groups pursuant to a fee schedule or license agreement for the activities of such community organizations serving the public interest and welfare shall not be considered a sublet or subleasing of the facility in violation of the terms of this Lease.

