



## Board of County Commissioners September 14, 2021 - Regular Meeting

### **SUBJECT**

AUTHORIZATION TO TERMINATE A LICENSE AGREEMENT BETWEEN FLORIDA SHERIFFS YOUTH RANCHES, INC, AND MANATEE COUNTY FOR PROPERTY LOCATED AT 751 RYE WILDERNESS TRAIL, PARRISH, FLORIDA 34219; DISTRICT 1

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Charlie Hunsicker, Director of Parks and Natural Resources, Extension 6001

Tim Cristello, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6284

### **Action Requested**

- Authorization for Dr. Scott Hopes, as County Administrator for Manatee County, to sign the Notice of Termination of a License Agreement granted on June 16, 2015, between Florida Sheriffs Youth Ranches, Inc., and Manatee County.

### **Enabling/Regulating Authority**

- Chapter 125 of the Florida Statutes

### **Background Discussion**

- In June 2015, the County granted a 99-year license to the Florida Sheriffs Youth Ranches, Inc. for the purpose of operating a youth camp on 60.89 acres of property located at 751 Rye Wilderness Trail in Parrish, Florida.
- According to the License Agreement, Manatee County has the right to terminate the license per section 21 at any time by providing the Florida Sheriffs Youth Ranches, Inc., with one

hundred and eighty (180) days written notice prior to the date of termination by County, in its sole discretion. Manatee County is currently working on a Parks Master Plan and has determined that the property is necessary for other County purposes.

- A written Notice of Termination is required pursuant to the license agreement to provide the Florida Sheriffs Youth Ranch proper notice of the County's intention to terminate.

**Attorney Review**

Other (Requires explanation in field below)

**Other (if applicable)**

Alex Nicodemi has met with staff and provided consultation regarding the termination and provided guidance on the written notice of termination.

**Reviewing Attorney**

Nicodemi

**Instructions to Board Records**

Please email a copy of the approved agenda to:

- Tim Cristello at [tim.cristello@mymanatee.org](mailto:tim.cristello@mymanatee.org)
- Mark Barnebey at [mbarnebey@blalockwalters.com](mailto:mbarnebey@blalockwalters.com)
- Charlie Hunsicker at [charlie.hunsicker@mymanatee.org](mailto:charlie.hunsicker@mymanatee.org)

**Cost and Funds Source Account Number and Name**

N/A

**Amount and Frequency of Recurring Costs**

N/A



## MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: September 13, 2021

Subject: **Agenda Update for Meeting of September 14, 2021**

*This memo and the changes indicated below are reflected in the electronic agenda.*

### Public Comments

Written comments submitted through the online Public Comment form were added to:

- Citizen Comments (Consideration for Future Agenda Items)

### Changes to Consent Agenda

#### BUILDING AND DEVELOPMENT SERVICES

##### Item 12 - Final Plat and Associated Documents for Summerwoods-Phases IIIA & IVA

The requested action was updated to include: "Acceptance, Execution, and Recording of the Mortgagee's Joinder from Western Alliance Bank."

#### PROPERTY MANAGEMENT

##### Item 30 - Permanent Utilities Easement and Permanent Sidewalk Easement from 63 Manatee, LLC for property located at 1515 63rd Avenue East, Bradenton FL, 34203, in District 4.

This item was deleted from the agenda.

##### Item 37 - Resolution R-21-150 Authorizing the Conveyance of Right-of-Way and County Deed Conveying Right-of-Way to Florida Department of Transportation for the Realignment of State Road 62 at US 301 North in Parrish, Florida 34219 in District 1

The requested action was updated to read:

- Adopt Resolution R-21-150; and
- Execute County Deed to State of Florida Department of Transportation

##### Item 38 - Notice of Termination of a License Agreement between Florida Sheriffs Youth Ranches, Inc, and Manatee County for property located at 751 Rye Wilderness Trail, Parrish, Florida 34219; District 1

This item is being deferred to the October 26 meeting.

#### PUBLIC WORKS

##### Item 42 - Adoption of Resolution No. 21-110 Approving a Limited Access Agreement and Release of Claims Form for the Bradenton Beach Gravity Sewer Replacement Project

A location map was added to this agenda item.

## Changes to Advisory Board Appointments

### NEIGHBORHOOD SERVICES

#### Item 50 - Appointment of Six Applicants to the Children's Services Advisory Board

This item is being deferred to the September 28 meeting.

## Additions to Consent Agenda

### ADMINISTRATOR

#### Item 57 - Letter of Non-opposition for Skyway Bridge 10K Charity Run Sponsored by the Armed Forces Families Foundation

Requested Action: "Authorization for the Chairperson to execute a letter of non-opposition to the Florida Department of Transportation (FDOT) for a proposed 10k charity run across the Skyway Bridge on March 6, 2022, sponsored by the Armed Forces Families Foundation."

### PROPERTY MANAGEMENT

#### Item 58 - Subordination of County Utility Interests to subordinate the County's Utility Interests to the Florida Department of Transportation (FDOT) for Parcel 503.1 (also known as Parcel 503), located along U.S. 41 N. - U.S. 301

Requested Action: "Execute Subordination of County Utility Interests for Parcel 503.3 (also known as Parcel 503)"

## Addition to Commissioner Agenda

#### Item 59 - Approval of letter to the Florida Attorney General in favor of a county ordinance creating a "safe haven" for the unborn in Manatee County, Florida and direct the County Attorney to request a formal advisory opinion from the Florida Attorney General addressing whether the County is preempted under Florida law from adopting an ordinance regulating abortion

Requested Action: "I move to approve the letter to the Florida Attorney General in the form submitted into the record, and to direct the County Attorney to request a formal advisory opinion from the Florida Attorney General addressing whether the County is preempted under Florida law from adopting an ordinance regulating abortion."

**LICENSE GRANTED TO FLORIDA SHERIFFS YOUTH RANCHES, INC.  
BY MANATEE COUNTY**

This is a License ("LICENSE") granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 to FLORIDA SHERIFFS YOUTH RANCHES, INC. (hereafter "AGENCY"), a not-for-profit corporation whose mailing address is Post Office 2000, Boys Ranch, Florida 32064.

**WHEREAS**, COUNTY owns that certain real property described herein that was acquired for the purpose of enabling the COUNTY to control the Lake Manatee Dam and to avoid liabilities arising from flooding below the dam; and

**WHEREAS**, the property described herein has been acquired with revenues from the COUNTY's water and sewer system, and as such, said property is subject to certain covenants arising out of the issuance of bonds secured by such revenues including a limitation as to the COUNTY's disposition of any real property constituting a part of the water and sewer system; and

**WHEREAS**, COUNTY has consulted with bond counsel for Manatee County with respect to licensing the property as herein provided and COUNTY has a sound basis for believing that the granting of this LICENSE for the use of the property for the purpose herein set forth, does not constitute a disposition of the real property or conflict with or violate any of the covenants in any bonds secured by a pledge of the revenues and assets of COUNTY's utilities system.

**WHEREAS**, in 1988, the County granted a 99-year LICENSE to The Manatee River Youth for said property;

**WHEREAS**, the Manatee River Youth Ranch, Inc. merged into the Florida Sheriffs Youth Ranches, Inc. in 1991.

**WHEREAS**, AGENCY has applied to COUNTY for a LICENSE and COUNTY has adopted Resolution R-15-067 authorizing and approving this LICENSE with AGENCY for the purpose of building and operating a youth ranch, providing facilities for youth and adult camping, education and training, and various youth related facilities that will serve girls and boys who have been abused, neglected, abandoned, at risk or are otherwise homeless or in need (uses collectively referred to as "YOUTH RANCH") and extending the license to an approximately 99 year license again; and

**WHEREAS**, AGENCY has represented to COUNTY that it has the capital and financial support for building, developing and operating a YOUTH RANCH; and

**WHEREAS**, COUNTY believes that, the licensing of the property covered by this LICENSE, the properly developed facilities, all in accordance with the terms, conditions, limitations and restrictions set forth herein, will not interfere with COUNTY's ability to use the said property for the purposes for which it was acquired and that the terms, conditions, restrictions and limitations set forth herein will preserve and will not impede or interfere with COUNTY's ability to use the property for any purposes connected with its utilities system; and

**NOW THEREFORE**, it is agreed as follows:

1. THE PROPERTY. COUNTY for one Dollar (\$1.00) per year and other good and valuable consideration, hereby grants unto AGENCY and AGENCY hereby accepts from COUNTY this LICENSE to use such interest as the COUNTY has in that certain unimproved portion of property known as the Rye Wilderness Tract 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, restrictions and limitations set forth herein.

It is understood and it is a condition of the granting of this LICENSE that AGENCY'S interest in the PROPERTY is and, shall at all times during the period of this LICENSE, be limited to the use of the PROPERTY for the sole purpose of operating and conducting a YOUTH RANCH in accordance with the PROGRAM and the AGENCY 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, unless as provided herein.

AGENCY has been informed and acknowledges that the PROPERTY may be subject to certain rights of third parties to access acquired by prescription or otherwise prior to the issuance or granting of this LICENSE and that COUNTY may accommodate the claimant or beneficiary of such access rights in accordance with such provisions and arrangements as may from time to time be made, established or amended by COUNTY. AGENCY understands and agrees that it does not and shall not have any right to assert any claim or right in connection with any provision or arrangement that may from time to time be made or established by the COUNTY, including but not limited to, any conveyance by easement or otherwise of such alternate rights of access. This LICENSE is and shall at all times during its term, be subject to any provision or arrangement COUNTY may make or establish and, AGENCY shall in nowise interfere or cause to be interfered with, any such rights of access or any provision made or arrangement established with respect thereto.

2. USE. AGENCY shall use the PROPERTY solely for the purpose of building, developing and operating a YOUTH RANCH. AGENCY shall build, develop and operate the YOUTH RANCH in accordance with the program outlined in Exhibit "B" attached hereto (hereinafter the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax Exempt Organization throughout the term of this LICENSE.

3. LIMITATION OF PARTICIPANTS. AGENCY will limit the number of participants to no more than sixty (60) per day; excluding operational staff and volunteers; provided, however, the County Administrator may authorize, in writing, an additional number of participants if the impacts of the additional participants to County facilities have been addressed by the AGENCY.

4. TERM. The term of this LICENSE shall commence upon execution hereof by COUNTY and shall terminate on the 31st day of December, 2113 at 11:59 PM unless earlier terminated as provided herein.

5. LICENSE FEE. Should any fee or charge be required to be received by COUNTY as the result of a good faith claim against COUNTY asserting that this LICENSE constitutes the disposition of PROPERTY within the meaning of any covenants contained in the Resolutions of the Board of County Commissioners authorizing the issuance of bonds secured by a pledge of the revenues and assets of the COUNTY'S water and sewer system, AGENCY, as a part of the LICENSE Fee payable hereunder, shall pay to the COUNTY all such fees or charges. The amount of such fees or charges, the prior period covered thereby, the time for payment thereof and the amount of such fees or charges and the time or times for payment thereof during the



remaining period of this LICENSE shall all be in such amount, for such periods of time and at the times payable during said period of this LICENSE as shall be established by and between time COUNTY and the Trustee for the bondholders of the aforesaid bonds, in an agreement pursuant to which any claim of violation or breach of any covenant aforementioned shall be removed or cured. Nothing herein shall prevent COUNTY from providing, out of legally available funds, a contribution in such amount as COUNTY may find appropriate, to assist AGENCY with the payment of such fees or charges, provided that this shall never be construed as a pledge of ad valorem taxes or a charge to be paid out of the revenues of the water and sewer system. Nothing contained herein, however, shall be construed as requiring COUNTY to provide for or pay any part of such fees or charges.

a. In addition to any LICENSE Fee or charges that may be required to be payable hereunder by AGENCY, AGENCY shall pay, as and when due and payable, all taxes, assessments or other charges, that shall be imposed by the State of Florida or any agency thereof, against the Property or any part thereof or with respect to this LICENSE and the operation and conduct of the YOUTH RANCH.

6. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES. AGENCY accepts the PROPERTY as is. AGENCY is granted the right to construct such facilities and improvements upon the PROPERTY as are necessary to effectuate the purposes of the PROGRAM and this LICENSE provided, however, COUNTY, through the County Administrator or the County Administrator's designee, shall have the right to review and approve all proposed plans for facilities and improvements and COUNTY reserves the right to reject any such plans and establish such requirements as may be necessary to

assure that the facilities and improvements will be constructed in such a manner so that none of such facilities or improvements unreasonably interferes with COUNTY's use of abutting property or the needs and interests of COUNTY'S water and sewer system including but not limited to the control of Lake Manatee Dam. No approval expressly granted under or implied from the provisions of this LICENSE shall be in derogation of any requirements of the codes and ordinances of Manatee County, including the Land Development Code and the Building Codes or in any way exempt AGENCY from complying with all requirements of such ordinances and codes, or limit, impede or interfere with COUNTY's ability to use or protect the use of the PROPERTY or any part thereof for the operation, protection and maintenance of the COUNTY's water and sewer system.

7. PRIOR APPROVAL OF COUNTY. AGENCY shall not commence any construction of any 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 therefor have been given by COUNTY, pursuant to Section 6. In the event AGENCY should wish to amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, AGENCY shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications<sup>1</sup>.

8. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, AGENCY shall provide to the County Administrator of the COUNTY copies

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<sup>1</sup> See Paragraph "30" hereof for other approval to be obtained by AGENCY before commencing any construction upon the PROPERTY.

of all contracts for the construction of any buildings, structures, facilities or improvements. AGENCY shall furnish or cause to be furnished 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, through the County Administrator or County Administrator's designee, with sureties as may be agreeable to the County Attorney and the premium or premiums therefor shall be paid by AGENCY or AGENCY's contractor. AGENCY 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.

a. AGENCY shall not enter into or execute any contract, nor shall AGENCY use in its operation and conduct of the YOUTH RANCH or the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the terms and conditions of this LICENSE. The use of any contribution, gift or donation received by the AGENCY in connection with its operation of the PROGRAM, shall be subject to the terms, conditions and limitations of this LICENSE. The AGENCY shall be solely responsible for informing any contributor of the terms, conditions and limitations contained in this LICENSE.

9. COMPLIANCE WITH APPLICABLE LAWS. AGENCY 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, AGENCY shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of AGENCY and the contractors for AGENCY 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 therefor 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;

c. That there is no outstanding indebtedness known to AGENCY to be due and payable for work, labor, services or materials in connection with the construction of or 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.

10. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with AGENCY in the efforts of AGENCY 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 LICENSE. In addition, COUNTY, through the County Administrator or the County Administrator's designee, agrees promptly, and in no event no later than 30 days to approve or

disapprove proposed plans and specifications after submission thereof to it by AGENCY and to join with AGENCY to the extent necessary in applications for zoning and land use approvals and building permits. No objection or failure to disapprove within 30 days shall be deemed approval of such plans and specifications.

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

12. RIGHT OF ENTRY. COUNTY reserves the right and AGENCY shall permit COUNTY, its agents or employees, to have access to and to 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 PROPERTY and COUNTY'S interest in the PROGRAM and to determine the necessity for AGENCY'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 for the proper care, use and maintenance of the PROPERTY or any building, improvement, installation or facility thereon. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during any time of construction in accordance with such requirements as may be set forth by COUNTY in approving any construction or installation on the

PROPERTY. COUNTY reserves, and at all times during the period of this LICENSE, COUNTY shall have the right to enter upon the PROPERTY for the purpose of operating, maintaining and conducting the Lake Manatee Dam, and other needs related to the water and sewer system.

Except as otherwise herein provided, COUNTY shall give AGENCY five (5) days notice before making an inspection as to the condition of the PROPERTY and the AGENCY'S care, use and maintenance thereof and compliance with the terms and conditions of this LICENSE.

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

14. OWNERSHIP OF IMPROVEMENTS. Except as otherwise provided herein, upon expiration or termination of this LICENSE, AGENCY may enter and remove any improvements installed by AGENCY within sixty (60) days after termination of this LICENSE. If not removed within said sixty (60) day period, then all right, title and ownership of all improvements and facilities constructed or installed on the PROPERTY by AGENCY shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this LICENSE may be retained by COUNTY or, at COUNTY's option, removed and disposed of with the cost for such removal and disposition borne by AGENCY.

15. MECHANIC'S LIENS. In the event any mechanic's lien or other labor or material liens are filed against the PROPERTY or any part thereof as a result of or in connection with AGENCY's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, AGENCY shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after AGENCY has or received notice thereof from COUNTY and in the event AGENCY fails to do so, COUNTY may, at its option, obtain the discharge thereof, and AGENCY 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.

16. DRAWINGS. Upon completion of any building, improvements or facilities, AGENCY shall provide COUNTY, at AGENCY's sole cost and expense, one (1) set of "as built" drawings.

17. MAINTENANCE OF PROPERTY. AGENCY 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. AGENCY will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

18. 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 AGENCY, caused by or resulting from fire, flood or any other casualty. AGENCY shall 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.

19. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, AGENCY, 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. AGENCY's fire and casualty insurance on or relating to the AGENCY'S buildings and structures shall be solely for the benefit of AGENCY. In the event AGENCY elects not to repair or reconstruct any buildings, structure, 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 LICENSE.

20. COVENANTS OF AGENCY. As consideration for this LICENSE, AGENCY covenants and agrees to implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B" and to abide by AGENCY's charter and bylaws as set forth in Exhibit "B". AGENCY further agrees to provide priority placement in its PROGRAM to Manatee County youth and to comply with all such laws, rules and regulations as may from time to time be imposed by any governmental authority regulating services or facilities similar to those provided for or contemplated under the PROGRAM and/or so shall from time to time be approved of or recommended by the Board of County Commissioners of Manatee County. AGENCY acknowledges that the operation of the YOUTH RANCH and the operation of the PROGRAM are made possible by this licensing of the use of lands acquired with public funds and AGENCY



covenants and agrees to operate the PROGRAM and to develop and use the PROPERTY and the facilities in accordance with all laws, rules, regulations and standards applicable under the circumstances. AGENCY covenants and agrees that the rights granted hereunder are and shall always be a limited right to use the PROPERTY which use shall at all times be subject to the needs, rights and interest of the COUNTY'S water and sewer system and that AGENCY shall not interfere, permit or cause any interference with the maintenance, operations and activities of COUNTY'S water and sewer system.

21. TERMINATION. AGENCY's rights under this LICENSE shall terminate upon AGENCY'S failure to:

a. As of the date established in written notice to COUNTY of AGENCY's election to terminate this LICENSE.

b. COUNTY may terminate this LICENSE at any time by providing AGENCY with written notice of termination one hundred eighty (180) days prior to the date of such termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes, provided, however, COUNTY shall be required to compensate AGENCY for the depreciated value of all buildings, structures and facilities that shall remain on the PROPERTY installed or constructed thereon by AGENCY and not relocated by AGENCY, as provided in Paragraph 14 herein; COUNTY covenants to budget and appropriate out of available uncommitted revenues a sum sufficient to pay its obligation as provided in this Paragraph provided, however, that this obligation shall not be considered a pledge of ad

valorem revenues. The value of AGENCY's improvements shall be determined in accordance with Paragraph "29" hereof.

c. COUNTY may immediately terminate this LICENSE upon the occurrence of any event of default by AGENCY pursuant to Section 21 herein and COUNTY shall not be required or responsible for reimbursing AGENCY for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY.

22. DEFAULT BY AGENCY. Each of the following events shall be deemed to be an "event of default" by AGENCY under this LICENSE:

a. AGENCY's failure to comply with any term, provision, agreement or covenant of this LICENSE 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 AGENCY, or if such failure cannot reasonably be cured within said thirty (30) days and AGENCY 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. AGENCY'S failure to fulfill the PROGRAM within the time provided therein or at any time during the term of this LICENSE. As used herein the term "fulfill" means AGENCY's constructing, installing, using, operating and maintaining each and all buildings, structures, facilities, installations and improvements in, to and on the PROPERTY in accordance with the PROGRAM.

c. AGENCY 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

AGENCY receives written notice of such lien being imposed against the PREMISES, addressed by AGENCY substantially in the manner provided in Paragraph 21(a) hereof.

d. In the event that at the time of commencement of the term of this LICENSE or at any time thereafter and until the termination thereof a petition in bankruptcy shall be filed by or against the AGENCY, (unless petition filed against AGENCY is vacated or dismissed within 60 days of such filing) or the AGENCY shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of AGENCY'S affairs or property or AGENCY 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 AGENCY is issued and any such levy is not vacated or dissolved or, the attached property restored to the AGENCY by the giving or posting of a bond with surety within 20 days after any such attachment.

f. AGENCY shall, at any time during the term of this LICENSE, fail to comply with, observe and meet the terms and conditions of United States Department of Treasury Letter dated February 18, 2014 recognizing the organization as exempt under 501(c)(3) of the Internal Revenue Code.

23. COUNTY'S REMEDIES. Upon the occurrence of any event of default of AGENCY after opportunity to cure in accordance with Section 22(a) herein,, 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 LICENSE and discontinue or terminate or cause to be discontinued or terminated AGENCY'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 AGENCY is obligated to do under the terms of this LICENSE and AGENCY shall reimburse COUNTY on demand, for any expenses which COUNTY may occur in effectuating compliance with or performance of AGENCY's obligations under this LICENSE, and COUNTY shall not be liable for damages resulting to AGENCY from such action;

c. COUNTY may grant a LICENSE 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 interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by AGENCY and restore the PROPERTY to the condition existing prior to granting this LICENSE and AGENCY shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

24. AGENCY REMEDIES. Upon the occurrence of any event of default by COUNTY, AGENCY shall have the right, at AGENCY's election, to pursue any rights AGENCY may have pursuant to law, including specific performance.

25. 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 LICENSE 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 AGENCY and without any deduction therefrom for any present or future intent or right of AGENCY 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 AGENCY's use of the PROPERTY under this LICENCE, provided that AGENCY notwithstanding such appropriation, shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent AGENCY from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by AGENCY.

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

27. SURRENDER OF THE PROPERTY. AGENCY agrees to deliver up, cease and surrender to COUNTY, AGENCY's use of the PROPERTY upon the expiration or earlier termination of this LICENSE and the PROPERTY and the buildings, structures and improvements thereon, after any removal or relocation pursuant to Section 14 herein, shall be in as good condition and repair as the same shall be upon the completion of any buildings, structures and improvements approved by COUNTY,

reasonable wear and tear excepted and any unsafe and uninhabitable buildings shall be removed from the PROPERTY by AGENCY.

28. HOLDING OVER. Except as otherwise permitted herein, if AGENCY 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 LICENSE as provided herein, then AGENCY shall be deemed liable for all damages for or resulting from such unlicensed 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 AGENCY'S use of the PROPERTY as granted by virtue of this LICENSE and COUNTY shall have the right to take any and all steps or actions to remove AGENCY and/or any of AGENCY'S employees from the PROPERTY.

29. ATTORNEY FEES. In the event of litigation regarding this LICENSE or the parties respective obligations hereunder, the prevailing party will be entitled to such collection and court costs incurred by it and attorney fees as the court shall deem just and equitable, including such reasonable fees incurred in the enforcement of the terms of, the defense or interpretation of this LICENSE, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings.

30. MINIMUM OPERATING FUND. AGENCY shall not commence to construct or cause to be constructed upon the PROPERTY any structure or building prior to obtaining approval of the County Administrator, which approval shall not be

granted before AGENCY'S audited Statement shall show a cash reserve<sup>2</sup> of not less than an amount adequate to operate the PROGRAM for a ninety (90) day period, which fund will be reserved for PROGRAM operating costs. COUNTY shall not be responsible for or reimburse AGENCY for any expenses incurred or expenditures made prior to AGENCY'S obtaining of the aforementioned approval.

31. EVALUATION OF AGENCY'S BUILDINGS AND STRUCTURES. For the purpose of determining the value of AGENCY'S buildings and structures at the time of the termination of this LICENSE as provided under Paragraph 21, the COUNTY shall appoint an appraiser and the AGENCY shall appoint an appraiser. The amount of the difference in the values ascribed by said appraisers to the AGENCY'S structures and buildings shall be divided in half in reaching agreement as to the value of such buildings and structures.

In determining such value the following will be observed by the appraisers:

a. Only those buildings and structures the construction of which (including any additions thereto) shall have been approved of by the COUNTY shall be evaluated.

b. The initial cost of construction of each of said buildings and structures (and additions thereto) shall be ascertained from the records maintained by the AGENCY in the operation and conduct of the PROGRAM.

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<sup>2</sup> For the purpose of this Paragraph the amount of each pledge or commitment to contribute to and for AGENCY'S operation of the PROGRAM which is compatible with this LICENSE may be included in the amount of the cash reserve.

c. Generally accepted accounting methods and elements considered as provided under the then Federal Income Tax Law will be used in arriving at the value of each of said buildings and structures (including additions, if any, thereto).

d. There shall not be considered in determining the value of any of said buildings or structures the use or location of any of said buildings or structures, nor shall the unexpired portion of the term of this LICENSE be in any wise used as a factor in determining valuation.

Payment of the value of AGENCY'S buildings and structures, as finally determined, shall be made by the COUNTY to the AGENCY within sixty (60) days following determination of value.

32. INDEMNIFICATION. AGENCY 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, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and AGENCY'S performance of, or its failure to perform the PROGRAM referenced in this LICENSE, or the use of the PROPERTY whether or not contemplated under the terms of this LICENSE, whether or not it shall be alleged or determined that the act was caused through negligence or omission of AGENCY or its employees, or of the subcontractors or its employees, if any, or the agents of AGENCY. AGENCY shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against COUNTY in any such action, the AGENCY shall, at its own expense, satisfy and discharge the same. AGENCY expressly understands and agrees that any performance



bond or insurance protection required by this LICENSE or otherwise provided by or on behalf of AGENCY, shall in no way limit AGENCY'S responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

AGENCY'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, including but not limited to any suit, claim or action arising or resulting from the COUNTY'S operation of the Lake Manatee Dam; the COUNTY shall be exempt from any claim or liability for any damage or injury to property or any part of any building or structure on the PROPERTY caused by, resulting or arising from flooding of, into or upon the PROPERTY, provided COUNTY shall have given AGENCY reasonable notice of COUNTY'S intention to take any action or do anything that might cause flooding of, into or upon the PROPERTY or any part thereof. Notwithstanding the foregoing AGENCY'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 (excluding flooding) 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 AGENCY's performance or failure to perform under the terms of this LICENSE 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 LICENSE, COUNTY at once shall give notice thereof in writing to AGENCY by certified mail addressed to AGENCY at the address contained herein. Upon receipt of notice, AGENCY, at its own expense may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this LICENSE shall be deemed to affect the COUNTY'S right to provide its own defense and recover from AGENCY, 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 and 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 AGENCY under this article shall not apply:

a. To any settlement agreement entered into by COUNTY without written consent of AGENCY; 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 AGENCY, provided that COUNTY has approved counsel provided by AGENCY.

33. INSURANCE. AGENCY shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to social service agencies receiving government funds or other contributions.

At a minimum, the amounts and types of insurance shall conform to the following minimum requirements:

(1) Worker's Compensation - Coverage to apply to and be for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy must include Employer's Liability with limits of bodily injury by accident, \$500,000 each accident; bodily injury by disease \$500,000 each employee; bodily injury by disease \$500,000 policy limit. The policy must be endorsed to provide Manatee County Board of County Commissioners, with thirty (30) days' notice of cancellation and/or expiration.

(2) Commercial General Liability

(a) The AGENCY's insurance shall cover AGENCY for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form GL 00 01 or GT, 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payments and the elimination of coverage for Fire Damage Legal Liability.

(b) The AGENCY shall maintain separate limits of coverage applicable only to the work performed under the LICENSE. The minimum limits to be maintained by AGENCY (inclusive of any amounts provided by on umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of

Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following amounts specified for this LICENSE:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations) -	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ nil
Medical Expense Limit	\$ nil

(c) Where and when appropriate AGENCY shall procure and continue to maintain Products/Completed Operations coverage for a period of three years after the completion date of any applicable contract or undertaking. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form GL 00 01 or GL 00 02) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 or CG 00 38), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements. The AGENCY shall maintain separate limits of coverage applicable specifically to the AGENCY'S use of the PROPERTY and its carrying out of the PROGRAM under this LICENSE. The minimum limits to be maintained by AGENCY

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(inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) with the following amounts specified for this project:

	<u>Limits</u>
Products-Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

(3) Certificates of Insurance and Copies of Policies - Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage specified in the previous paragraphs (1) and (2) inclusive of this Paragraph "33" shall be filed with the COUNTY. The required certificates of insurance not only shall name the types of policies provided, but also, shall refer specifically to this LICENSE and section and the above Paragraphs in accordance with which such insurance is being furnished, as required by such Paragraphs of this LICENSE. If the initial insurance expires prior to the expiration of this LICENSE, 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 insurance requirements of this LICENSE are based upon sound business principles and the AGENCY may elect to carry greater amounts of insurance. All of the insurance required hereunder shall be for the benefit of AGENCY. 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.

34. NOTICES AND AGENTS. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same is received if hand-delivered or at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to AGENCY or COUNTY, signed by their recognized agents respectively and addressed as provided below until either party provides written notice of a different agent or 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:

If to COUNTY:	Chairman Board of County Commissioners of Manatee County Post Office Box 1000 Bradenton, Florida 34206
Copy to:	Manatee County Administrator Post Office Box 1000 Bradenton, Florida 34206
If to AGENCY:	Florida Sheriffs Youth Ranches, Inc. Post Office Box 2000 Boys Ranch, Florida 32064
Copy to:	Mark P. Barnebey, Esq. Blalock Walters, P.A. 802 11th Street West Bradenton, Florida 34205

35. 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 LICENSE shall not be construed as a waiver or the relinquishment thereof for the future

36. APPLICABLE LAW AND CONSTRUCTION. This LICENSE 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 LICENSE shall not effect or impair any other provision. The captions and section numbers appearing in this LICENSE 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 LICENSE.

37. ENTIRE AGREEMENT AND PROVISIONS BINDING. This LICENSE and any attached or incorporated items or Exhibits, set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this LICENSE and there are no covenants, promises, agreements or understanding, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this LICENSE 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 enure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this LICENSE to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute a consent to the assignment of this LICENSE by AGENCY, but has reference only to those instances in which COUNTY may have given written consent to a particular assignment; and AGENCY shall have no right to assign or transfer this LICENSE without COUNTY's express written consent.

IN WITNESS WHEREOF, the COUNTY has caused this LICENSE to be duly executed on the date herein below set forth

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: [Signature]  
Chairperson

Date: June 16, 2015



ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT

By: [Signature]  
Deputy Clerk

Accepted By:

Florida Sheriffs Youth Ranches, Inc.

By: [Signature]

Print: William A. Frye, Jr.

Title: President

Date: May 7, 2015

Witness: [Signature]  
Print Name: Regina Hammond

Witness: [Signature]  
Print Name: Mary J Anderson



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**EXHIBIT "A"**

**MANATEE COUNTY SHERIFFS YOUTH RANCH  
LEGAL DESCRIPTION**

Begin at the N.E. Corner of Section 24, Township 34S, Range 19E. West 1370' to a point on the Northernmost line of said property. South 250', West 490', South 1050', East 670', South 300', East 1190', North 1600' to Point of Beginning. All lying and being in Section 24, Range 19E, Township 34S, Manatee County, Florida containing 60.89 + acres.

**Exhibit "B"**

YOUTH RANCH PROGRAM

## **EXHIBIT "B"**

### FLORIDA SHERIFFS YOUTH RANCHES, INC. BRADENTON CAMPUS

#### PROGRAM DESIGN

The Florida Sheriffs Youth Ranches, Inc is a private, non-profit, public supported organization. Our vision is to create men and women who are able to face the future with a sense of direction, ability and hope.

The Youth Ranches programs provides quality residential group child care, camping services programs including but not limited to summer camp, leadership retreats, vocational education, family retreats, school based field trips and weekend retreats: educational services, counseling and family support for youth who are at-risk or have been abused, neglected, abandoned needy or involved in the child welfare system.

The plan calls for the utilization of all 62 acres to provide facilities and supportive services for up to 60 participants. These facilities will include cottages for participants, residences for staff, recreational space, Ropes course, and acreage for pastures which are components of the Youth Ranches program.

For each week of summer camp, we will be serving approximately sixty (60) youth. Many of the participants being served will be from the local community and surrounding counties. Additionally, camping services programming is designed to address the social and human development needs of the community in a fluid manner as issues arise. This has included vocational training for foster youth aging out of the child welfare system, diversity training for both youth and teachers, leadership retreats for community leaders and the space for day long workshops addressing the needs of the local community.

Additional program opportunities may include day camp and/or after school programming all with the focus of preventing delinquency and developing strong, lawful, resilient, and productive citizens who will make a positive contribution to our communities for years to come.

Sources of funding will include monies from public and voluntary organizations, trusts, wills, individuals, businesses, DCF, and other grant funding.

# EXHIBIT "A"

## LICENSE GRANTED TO FLORIDA SHERIFFS YOUTH RANCHES, INC. BY MANATEE COUNTY

This is a License ("LICENSE") granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 to FLORIDA SHERIFFS YOUTH RANCHES, INC. (hereafter "AGENCY"), a not-for-profit corporation whose mailing address is Post Office 2000, Boys Ranch, Florida 32064.

**WHEREAS**, COUNTY owns that certain real property described herein that was acquired for the purpose of enabling the COUNTY to control the Lake Manatee Dam and to avoid liabilities arising from flooding below the dam; and

**WHEREAS**, the property described herein has been acquired with revenues from the COUNTY's water and sewer system, and as such, said property is subject to certain covenants arising out of the issuance of bonds secured by such revenues including a limitation as to the COUNTY's disposition of any real property constituting a part of the water and sewer system; and

**WHEREAS**, COUNTY has consulted with bond counsel for Manatee County with respect to licensing the property as herein provided and COUNTY has a sound basis for believing that the granting of this LICENSE for the use of the property for the purpose herein set forth, does not constitute a disposition of the real property or conflict with or violate any of the covenants in any bonds secured by a pledge of the revenues and assets of COUNTY's utilities system.

**WHEREAS**, in 1988, the County granted a 99-year LICENSE to The Manatee River Youth for said property;

**WHEREAS**, the Manatee River Youth Ranch, Inc. merged into the Florida Sheriffs Youth Ranches, Inc. in 1991.

**WHEREAS**, AGENCY has applied to COUNTY for a LICENSE and COUNTY has adopted Resolution R-15-067 authorizing and approving this LICENSE with AGENCY for the purpose of building and operating a youth ranch, providing facilities for youth and adult camping, education and training, and various youth related facilities that will serve girls and boys who have been abused, neglected, abandoned, at risk or are otherwise homeless or in need (uses collectively referred to as "YOUTH RANCH") and extending the license to an approximately 99 year license again; and

**WHEREAS**, AGENCY has represented to COUNTY that it has the capital and financial support for building, developing and operating a YOUTH RANCH; and

**WHEREAS**, COUNTY believes that, the licensing of the property covered by this LICENSE, the properly developed facilities, all in accordance with the terms, conditions, limitations and restrictions set forth herein, will not interfere with COUNTY's ability to use the said property for the purposes for which it was acquired and that the terms, conditions, restrictions and limitations set forth herein will preserve and will not impede or interfere with COUNTY's ability to use the property for any purposes connected with its utilities system; and

**NOW THEREFORE**, it is agreed as follows:

1. THE PROPERTY. COUNTY for one Dollar (\$1.00) per year and other good and valuable consideration, hereby grants unto AGENCY and AGENCY hereby accepts from COUNTY this LICENSE to use such interest as the COUNTY has in that certain unimproved portion of property known as the Rye Wilderness Tract 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, restrictions and limitations set forth herein.

It is understood and it is a condition of the granting of this LICENSE that AGENCY'S interest in the PROPERTY is and, shall at all times during the period of this LICENSE, be limited to the use of the PROPERTY for the sole purpose of operating and conducting a YOUTH RANCH in accordance with the PROGRAM and the AGENCY 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, unless as provided herein.

AGENCY has been informed and acknowledges that the PROPERTY may be subject to certain rights of third parties to access acquired by prescription or otherwise prior to the issuance or granting of this LICENSE and that COUNTY may accommodate the claimant or beneficiary of such access rights in accordance with such provisions and arrangements as may from time to time be made, established or amended by COUNTY. AGENCY understands and agrees that it does not and shall not have any right to assert any claim or right in connection with any provision or arrangement that may from time to time be made or established by the COUNTY, including but not limited to, any conveyance by easement or otherwise of such alternate rights of access. This LICENSE is and shall at all times during its term, be subject to any provision or arrangement COUNTY may make or establish and, AGENCY shall in nowise interfere or cause to be interfered with, any such rights of access or any provision made or arrangement established with respect thereto.

2. USE. AGENCY shall use the PROPERTY solely for the purpose of building, developing and operating a YOUTH RANCH. AGENCY shall build, develop and operate the YOUTH RANCH in accordance with the program outlined in Exhibit "B" attached hereto (hereinafter the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax Exempt Organization throughout the term of this LICENSE.

3. LIMITATION OF PARTICIPANTS. AGENCY will limit the number of participants to no more than sixty (60) per day; excluding operational staff and volunteers; provided, however, the County Administrator may authorize, in writing, an additional number of participants if the impacts of the additional participants to County facilities have been addressed by the AGENCY.

4. TERM. The term of this LICENSE shall commence upon execution hereof by COUNTY and shall terminate on the 31st day of December, 2113 at 11:59 PM unless earlier terminated as provided herein.

5. LICENSE FEE. Should any fee or charge be required to be received by COUNTY as the result of a good faith claim against COUNTY asserting that this LICENSE constitutes the disposition of PROPERTY within the meaning of any covenants contained in the Resolutions of the Board of County Commissioners authorizing the issuance of bonds secured by a pledge of the revenues and assets of the COUNTY'S water and sewer system, AGENCY, as a part of the LICENSE Fee payable hereunder, shall pay to the COUNTY all such fees or charges. The amount of such fees or charges, the prior period covered thereby, the time for payment thereof and the amount of such fees or charges and the time or times for payment thereof during the

remaining period of this LICENSE shall all be in such amount, for such periods of time and at the times payable during said period of this LICENSE as shall be established by and between time COUNTY and the Trustee for the bondholders of the aforesaid bonds, in an agreement pursuant to which any claim of violation or breach of any covenant aforementioned shall be removed or cured. Nothing herein shall prevent COUNTY from providing, out of legally available funds, a contribution in such amount as COUNTY may find appropriate, to assist AGENCY with the payment of such fees or charges, provided that this shall never be construed as a pledge of ad valorem taxes or a charge to be paid out of the revenues of the water and sewer system. Nothing contained herein, however, shall be construed as requiring COUNTY to provide for or pay any part of such fees or charges.

a. In addition to any LICENSE Fee or charges that may be required to be payable hereunder by AGENCY, AGENCY shall pay, as and when due and payable, all taxes, assessments or other charges, that shall be imposed by the State of Florida or any agency thereof, against the Property or any part thereof or with respect to this LICENSE and the operation and conduct of the YOUTH RANCH.

6. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES. AGENCY accepts the PROPERTY as is. AGENCY is granted the right to construct such facilities and improvements upon the PROPERTY as are necessary to effectuate the purposes of the PROGRAM and this LICENSE provided, however, COUNTY, through the County Administrator or the County Administrator's designee, shall have the right to review and approve all proposed plans for facilities and improvements and COUNTY reserves the right to reject any such plans and establish such requirements as may be necessary to



assure that the facilities and improvements will be constructed in such a manner so that none of such facilities or improvements unreasonably interferes with COUNTY's use of abutting property or the needs and interests of COUNTY'S water and sewer system including but not limited to the control of Lake Manatee Dam. No approval expressly granted under or implied from the provisions of this LICENSE shall be in derogation of any requirements of the codes and ordinances of Manatee County, including the Land Development Code and the Building Codes or in any way exempt AGENCY from complying with all requirements of such ordinances and codes, or limit, impede or interfere with COUNTY's ability to use or protect the use of the PROPERTY or any part thereof for the operation, protection and maintenance of the COUNTY's water and sewer system.

7. PRIOR APPROVAL OF COUNTY. AGENCY shall not commence any construction of any 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 therefor have been given by COUNTY, pursuant to Section 6. In the event AGENCY should wish to amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, AGENCY shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications<sup>1</sup>.

8. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, AGENCY shall provide to the County Administrator of the COUNTY copies

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<sup>1</sup> See Paragraph "30" hereof for other approval to be obtained by AGENCY before commencing any construction upon the PROPERTY.

of all contracts for the construction of any buildings, structures, facilities or improvements. AGENCY shall furnish or cause to be furnished 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, through the County Administrator or County Administrator's designee, with sureties as may be agreeable to the County Attorney and the premium or premiums therefor shall be paid by AGENCY or AGENCY's contractor. AGENCY 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.

a. AGENCY shall not enter into or execute any contract, nor shall AGENCY use in its operation and conduct of the YOUTH RANCH or the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the terms and conditions of this LICENSE. The use of any contribution, gift or donation received by the AGENCY in connection with its operation of the PROGRAM, shall be subject to the terms, conditions and limitations of this LICENSE. The AGENCY shall be solely responsible for informing any contributor of the terms, conditions and limitations contained in this LICENSE.

9. COMPLIANCE WITH APPLICABLE LAWS. AGENCY 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, AGENCY shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of AGENCY and the contractors for AGENCY 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 therefor 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;

c. That there is no outstanding indebtedness known to AGENCY to be due and payable for work, labor, services or materials in connection with the construction of or 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.

10. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with AGENCY in the efforts of AGENCY 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 LICENSE. In addition, COUNTY, through the County Administrator or the County Administrator's designee, agrees promptly, and in no event no later than 30 days to approve or

disapprove proposed plans and specifications after submission thereof to it by AGENCY and to join with AGENCY to the extent necessary in applications for zoning and land use approvals and building permits. No objection or failure to disapprove within 30 days shall be deemed approval of such plans and specifications.

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

12. RIGHT OF ENTRY. COUNTY reserves the right and AGENCY shall permit COUNTY, its agents or employees, to have access to and to 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 PROPERTY and COUNTY'S interest in the PROGRAM and to determine the necessity for AGENCY'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 for the proper care, use and maintenance of the PROPERTY or any building, improvement, installation or facility thereon. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during any time of construction in accordance with such requirements as may be set forth by COUNTY in approving any construction or installation on the

PROPERTY. COUNTY reserves, and at all times during the period of this LICENSE, COUNTY shall have the right to enter upon the PROPERTY for the purpose of operating, maintaining and conducting the Lake Manatee Dam, and other needs related to the water and sewer system.

Except as otherwise herein provided, COUNTY shall give AGENCY five (5) days notice before making an inspection as to the condition of the PROPERTY and the AGENCY'S care, use and maintenance thereof and compliance with the terms and conditions of this LICENSE.

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

14. OWNERSHIP OF IMPROVEMENTS. Except as otherwise provided herein, upon expiration or termination of this LICENSE, AGENCY may enter and remove any improvements installed by AGENCY within sixty (60) days after termination of this LICENSE. If not removed within said sixty (60) day period, then all right, title and ownership of all improvements and facilities constructed or installed on the PROPERTY by AGENCY shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this LICENSE may be retained by COUNTY or, at COUNTY's option, removed and disposed of with the cost for such removal and disposition borne by AGENCY.

15. MECHANIC'S LIENS. In the event any mechanic's lien or other labor or material liens are filed against the PROPERTY or any part thereof as a result of or in connection with AGENCY's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, AGENCY shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after AGENCY has or received notice thereof from COUNTY and in the event AGENCY fails to do so, COUNTY may, at its option, obtain the discharge thereof, and AGENCY 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.

16. DRAWINGS. Upon completion of any building, improvements or facilities, AGENCY shall provide COUNTY, at AGENCY's sole cost and expense, one (1) set of "as built" drawings.

17. MAINTENANCE OF PROPERTY. AGENCY 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. AGENCY will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

18. 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 AGENCY, caused by or resulting from fire, flood or any other casualty. AGENCY shall 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.

19. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, AGENCY, 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. AGENCY's fire and casualty insurance on or relating to the AGENCY'S buildings and structures shall be solely for the benefit of AGENCY. In the event AGENCY elects not to repair or reconstruct any buildings, structure, 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 LICENSE.

20. COVENANTS OF AGENCY. As consideration for this LICENSE, AGENCY covenants and agrees to implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B" and to abide by AGENCY's charter and bylaws as set forth in Exhibit "B". AGENCY further agrees to provide priority placement in its PROGRAM to Manatee County youth and to comply with all such laws, rules and regulations as may from time to time be imposed by any governmental authority regulating services or facilities similar to those provided for or contemplated under the PROGRAM and/or so shall from time to time be approved of or recommended by the Board of County Commissioners of Manatee County. AGENCY acknowledges that the operation of the YOUTH RANCH and the operation of the PROGRAM are made possible by this licensing of the use of lands acquired with public funds and AGENCY

covenants and agrees to operate the PROGRAM and to develop and use the PROPERTY and the facilities in accordance with all laws, rules, regulations and standards applicable under the circumstances. AGENCY covenants and agrees that the rights granted hereunder are and shall always be a limited right to use the PROPERTY which use shall at all times be subject to the needs, rights and interest of the COUNTY'S water and sewer system and that AGENCY shall not interfere, permit or cause any interference with the maintenance, operations and activities of COUNTY'S water and sewer system.

21. TERMINATION. AGENCY's rights under this LICENSE shall terminate upon AGENCY'S failure to:

a. As of the date established in written notice to COUNTY of AGENCY's election to terminate this LICENSE.

b. COUNTY may terminate this LICENSE at any time by providing AGENCY with written notice of termination one hundred eighty (180) days prior to the date of such termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes, provided, however, COUNTY shall be required to compensate AGENCY for the depreciated value of all buildings, structures and facilities that shall remain on the PROPERTY installed or constructed thereon by AGENCY and not relocated by AGENCY, as provided in Paragraph 14 herein; COUNTY covenants to budget and appropriate out of available uncommitted revenues a sum sufficient to pay its obligation as provided in this Paragraph provided, however, that this obligation shall not be considered a pledge of ad



valorem revenues. The value of AGENCY's improvements shall be determined in accordance with Paragraph "29" hereof.

c. COUNTY may immediately terminate this LICENSE upon the occurrence of any event of default by AGENCY pursuant to Section 21 herein and COUNTY shall not be required or responsible for reimbursing AGENCY for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY.

22. DEFAULT BY AGENCY. Each of the following events shall be deemed to be an "event of default" by AGENCY under this LICENSE:

a. AGENCY's failure to comply with any term, provision, agreement or covenant of this LICENSE 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 AGENCY, or if such failure cannot reasonably be cured within said thirty (30) days and AGENCY 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. AGENCY'S failure to fulfill the PROGRAM within the time provided therein or at any time during the term of this LICENSE. As used herein the term "fulfill" means AGENCY's constructing, installing, using, operating and maintaining each and all buildings, structures, facilities, installations and improvements in, to and on the PROPERTY in accordance with the PROGRAM.

c. AGENCY 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

AGENCY receives written notice of such lien being imposed against the PREMISES, addressed by AGENCY substantially in the manner provided in Paragraph 21(a) hereof.

d. In the event that at the time of commencement of the term of this LICENSE or at any time thereafter and until the termination thereof a petition in bankruptcy shall be filed by or against the AGENCY, (unless petition filed against AGENCY is vacated or dismissed within 60 days of such filing) or the AGENCY shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of AGENCY'S affairs or property or AGENCY 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 AGENCY is issued and any such levy is not vacated or dissolved or, the attached property restored to the AGENCY by the giving or posting of a bond with surety within 20 days after any such attachment.

f. AGENCY shall, at any time during the term of this LICENSE, fail to comply with, observe and meet the terms and conditions of United States Department of Treasury Letter dated February 18, 2014 recognizing the organization as exempt under 501(c)(3) of the Internal Revenue Code.

23. COUNTY'S REMEDIES. Upon the occurrence of any event of default of AGENCY after opportunity to cure in accordance with Section 22(a) herein,, 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 LICENSE and discontinue or terminate or cause to be discontinued or terminated AGENCY'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 AGENCY is obligated to do under the terms of this LICENSE and AGENCY shall reimburse COUNTY on demand, for any expenses which COUNTY may occur in effectuating compliance with or performance of AGENCY's obligations under this LICENSE, and COUNTY shall not be liable for damages resulting to AGENCY from such action;

c. COUNTY may grant a LICENSE 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 interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by AGENCY and restore the PROPERTY to the condition existing prior to granting this LICENSE and AGENCY shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

24. AGENCY REMEDIES. Upon the occurrence of any event of default by COUNTY, AGENCY shall have the right, at AGENCY's election, to pursue any rights AGENCY may have pursuant to law, including specific performance.

25. 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 LICENSE 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 AGENCY and without any deduction therefrom for any present or future intent or right of AGENCY 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 AGENCY's use of the PROPERTY under this LICENCE, provided that AGENCY notwithstanding such appropriation, shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent AGENCY from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by AGENCY.

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

27. SURRENDER OF THE PROPERTY. AGENCY agrees to deliver up, cease and surrender to COUNTY, AGENCY's use of the PROPERTY upon the expiration or earlier termination of this LICENSE and the PROPERTY and the buildings, structures and improvements thereon, after any removal or relocation pursuant to Section 14 herein, shall be in as good condition and repair as the same shall be upon the completion of any buildings, structures and improvements approved by COUNTY,

reasonable wear and tear excepted and any unsafe and uninhabitable buildings shall be removed from the PROPERTY by AGENCY.

28. HOLDING OVER. Except as otherwise permitted herein, if AGENCY 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 LICENSE as provided herein, then AGENCY shall be deemed liable for all damages for or resulting from such unlicensed 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 AGENCY'S use of the PROPERTY as granted by virtue of this LICENSE and COUNTY shall have the right to take any and all steps or actions to remove AGENCY and/or any of AGENCY'S employees from the PROPERTY.

29. ATTORNEY FEES. In the event of litigation regarding this LICENSE or the parties respective obligations hereunder, the prevailing party will be entitled to such collection and court costs incurred by it and attorney fees as the court shall deem just and equitable, including such reasonable fees incurred in the enforcement of the terms of, the defense or interpretation of this LICENSE, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings.

30. MINIMUM OPERATING FUND. AGENCY shall not commence to construct or cause to be constructed upon the PROPERTY any structure or building prior to obtaining approval of the County Administrator, which approval shall not be

granted before AGENCY'S audited Statement shall show a cash reserve<sup>2</sup> of not less than an amount adequate to operate the PROGRAM for a ninety (90) day period, which fund will be reserved for PROGRAM operating costs. COUNTY shall not be responsible for or reimburse AGENCY for any expenses incurred or expenditures made prior to AGENCY'S obtaining of the aforementioned approval.

31. EVALUATION OF AGENCY'S BUILDINGS AND STRUCTURES. For the purpose of determining the value of AGENCY'S buildings and structures at the time of the termination of this LICENSE as provided under Paragraph 21, the COUNTY shall appoint an appraiser and the AGENCY shall appoint an appraiser. The amount of the difference in the values ascribed by said appraisers to the AGENCY'S structures and buildings shall be divided in half in reaching agreement as to the value of such buildings and structures.

In determining such value the following will be observed by the appraisers:

a. Only those buildings and structures the construction of which (including any additions thereto) shall have been approved of by the COUNTY shall be evaluated.

b. The initial cost of construction of each of said buildings and structures (and additions thereto) shall be ascertained from the records maintained by the AGENCY in the operation and conduct of the PROGRAM.

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<sup>2</sup> For the purpose of this Paragraph the amount of each pledge or commitment to contribute to and for AGENCY'S operation of the PROGRAM which is compatible with this LICENSE may be included in the amount of the cash reserve.

c. Generally accepted accounting methods and elements considered as provided under the then Federal Income Tax Law will be used in arriving at the value of each of said buildings and structures (including additions, if any, thereto).

d. There shall not be considered in determining the value of any of said buildings or structures the use or location of any of said buildings or structures, nor shall the unexpired portion of the term of this LICENSE be in any wise used as a factor in determining valuation.

Payment of the value of AGENCY'S buildings and structures, as finally determined, shall be made by the COUNTY to the AGENCY within sixty (60) days following determination of value.

32. INDEMNIFICATION. AGENCY 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, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and AGENCY'S performance of, or its failure to perform the PROGRAM referenced in this LICENSE, or the use of the PROPERTY whether or not contemplated under the terms of this LICENSE, whether or not it shall be alleged or determined that the act was caused through negligence or omission of AGENCY or its employees, or of the subcontractors or its employees, if any, or the agents of AGENCY. AGENCY shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against COUNTY in any such action, the AGENCY shall, at its own expense, satisfy and discharge the same. AGENCY expressly understands and agrees that any performance

bond or insurance protection required by this LICENSE or otherwise provided by or on behalf of AGENCY, shall in no way limit AGENCY'S responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

AGENCY'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, including but not limited to any suit, claim or action arising or resulting from the COUNTY'S operation of the Lake Manatee Dam; the COUNTY shall be exempt from any claim or liability for any damage or injury to property or any part of any building or structure on the PROPERTY caused by, resulting or arising from flooding of, into or upon the PROPERTY, provided COUNTY shall have given AGENCY reasonable notice of COUNTY'S intention to take any action or do anything that might cause flooding of, into or upon the PROPERTY or any part thereof. Notwithstanding the foregoing AGENCY'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 (excluding flooding) 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 AGENCY's performance or failure to perform under the terms of this LICENSE 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 LICENSE, COUNTY at once shall give notice thereof in writing to AGENCY by certified mail addressed to AGENCY at the address contained herein. Upon receipt of notice, AGENCY, at its own expense may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this LICENSE shall be deemed to affect the COUNTY'S right to provide its own defense and recover from AGENCY, 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 and 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 AGENCY under this article shall not apply:

a. To any settlement agreement entered into by COUNTY without written consent of AGENCY; 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 AGENCY, provided that COUNTY has approved counsel provided by AGENCY.

33. **INSURANCE.** AGENCY shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to social service agencies receiving government funds or other contributions.

At a minimum, the amounts and types of insurance shall conform to the following minimum requirements:

(1) **Worker's Compensation - Coverage** to apply to and be for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy must include Employer's Liability with limits of bodily injury by accident, \$500,000 each accident; bodily injury by disease \$500,000 each employee; bodily injury by disease \$500,000 policy limit. The policy must be endorsed to provide Manatee County Board of County Commissioners, with thirty (30) days' notice of cancellation and/or expiration.

(2) **Commercial General Liability**

(a) The AGENCY's insurance shall cover AGENCY for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form GL 00 01 or GT, 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payments and the elimination of coverage for Fire Damage Legal Liability.

(b) The AGENCY shall maintain separate limits of coverage applicable only to the work performed under the LICENSE. The minimum limits to be maintained by AGENCY (inclusive of any amounts provided by on umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of

Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following amounts specified for this LICENSE:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations) -	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ nil
Medical Expense Limit	\$ nil

(c) Where and when appropriate AGENCY shall procure and continue to maintain Products/Completed Operations coverage for a period of three years after the completion date of any applicable contract or undertaking. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form GL 00 01 or GL 00 02) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 or CG 00 38), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements. The AGENCY shall maintain separate limits of coverage applicable specifically to the AGENCY'S use of the PROPERTY and its carrying out of the PROGRAM under this LICENSE. The minimum limits to be maintained by AGENCY

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(inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) with the following amounts specified for this project:

	<u>Limits</u>
Products-Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

(3) Certificates of Insurance and Copies of Policies - Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage specified in the previous paragraphs (1) and (2) inclusive of this Paragraph "33" shall be filed with the COUNTY. The required certificates of insurance not only shall name the types of policies provided, but also, shall refer specifically to this LICENSE and section and the above Paragraphs in accordance with which such insurance is being furnished, as required by such Paragraphs of this LICENSE. If the initial insurance expires prior to the expiration of this LICENSE, 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 insurance requirements of this LICENSE are based upon sound business principles and the AGENCY may elect to carry greater amounts of insurance. All of the insurance required hereunder shall be for the benefit of AGENCY. 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.

34. NOTICES AND AGENTS. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same is received if hand-delivered or at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to AGENCY or COUNTY, signed by their recognized agents respectively and addressed as provided below until either party provides written notice of a different agent or 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:

If to COUNTY: Chairman  
Board of County Commissioners of Manatee County  
Post Office Box 1000  
Bradenton, Florida 34206

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

If to AGENCY: Florida Sheriffs Youth Ranches, Inc.  
Post Office Box 2000  
Boys Ranch, Florida 32064

Copy to: Mark P. Barnebey, Esq.  
Blalock Walters, P.A.  
802 11th Street West  
Bradenton, Florida 34205

35. 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 LICENSE shall not be construed as a waiver or the relinquishment thereof for the future

36. APPLICABLE LAW AND CONSTRUCTION. This LICENSE 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 LICENSE shall not effect or impair any other provision. The captions and section numbers appearing in this LICENSE 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 LICENSE.

37. ENTIRE AGREEMENT AND PROVISIONS BINDING. This LICENSE and any attached or incorporated items or Exhibits, set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this LICENSE and there are no covenants, promises, agreements or understanding, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this LICENSE 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 enure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this LICENSE to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute a consent to the assignment of this LICENSE by AGENCY, but has reference only to those instances in which COUNTY may have given written consent to a particular assignment; and AGENCY shall have no right to assign or transfer this LICENSE without COUNTY's express written consent.

IN WITNESS WHEREOF, the COUNTY has caused this LICENSE to be duly executed on the date herein below set forth

**MANATEE COUNTY, a political subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

Accepted By:

Florida Sheriffs Youth Ranches, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT "A"**

**MANATEE COUNTY SHERIFFS YOUTH RANCH**

**LEGAL DESCRIPTION**

Begin at the N.E. Corner of Section 24, Township 34S, Range 19E. West 1370' to a point on the Northernmost line of said property. South 250', West 490', South 1050', East 670', South 300', East 1190', North 1600' to Point of Beginning. All lying and being in Section 24, Range 19E, Township 34S, Manatee County, Florida containing 60.89 + acres.



**Exhibit "B"**

**YOUTH RANCH PROGRAM**

## **EXHIBIT "B"**

### FLORIDA SHERIFFS YOUTH RANCHES, INC. BRADENTON CAMPUS

#### PROGRAM DESIGN

The Florida Sheriffs Youth Ranches, Inc is a private, non-profit, public supported organization. Our vision is to create men and women who are able to face the future with a sense of direction, ability and hope.

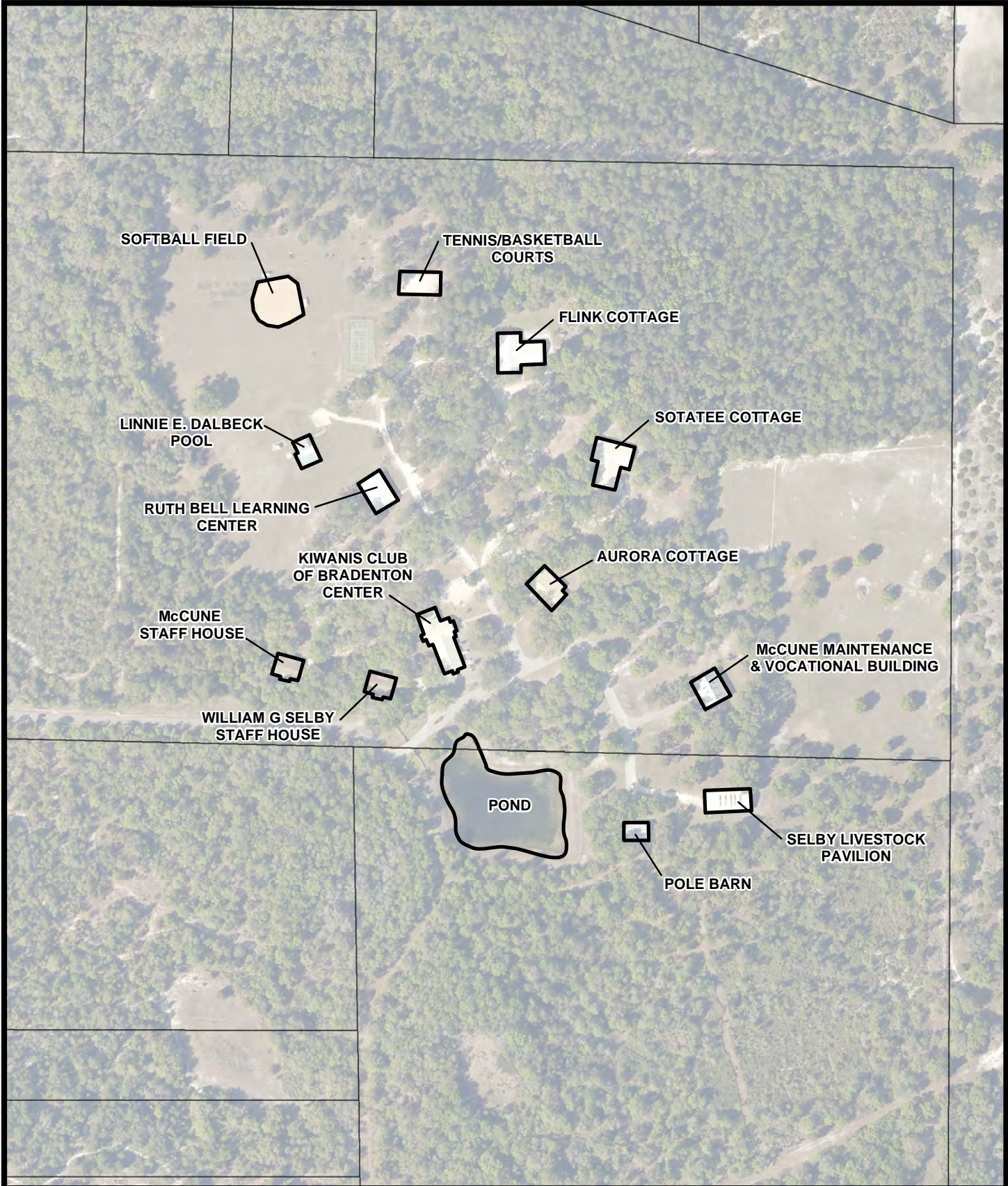
The Youth Ranches programs provides quality residential group child care, camping services programs including but not limited to summer camp, leadership retreats, vocational education, family retreats, school based field trips and weekend retreats: educational services, counseling and family support for youth who are at-risk or have been abused, neglected, abandoned needy or involved in the child welfare system.

The plan calls for the utilization of all 62 acres to provide facilities and supportive services for up to 60 participants. These facilities will include cottages for participants, residences for staff, recreational space, Ropes course, and acreage for pastures which are components of the Youth Ranches program.

For each week of summer camp, we will be serving approximately sixty (60) youth. Many of the participants being served will be from the local community and surrounding counties. Additionally, camping services programming is designed to address the social and human development needs of the community in a fluid manner as issues arise. This has included vocational training for foster youth aging out of the child welfare system, diversity training for both youth and teachers, leadership retreats for community leaders and the space for day long workshops addressing the needs of the local community.

Additional program opportunities may include day camp and/or after school programming all with the focus of preventing delinquency and developing strong, lawful, resilient, and productive citizens who will make a positive contribution to our communities for years to come.

Sources of funding will include monies from public and voluntary organizations, trusts, wills, individuals, businesses, DCF, and other grant funding.

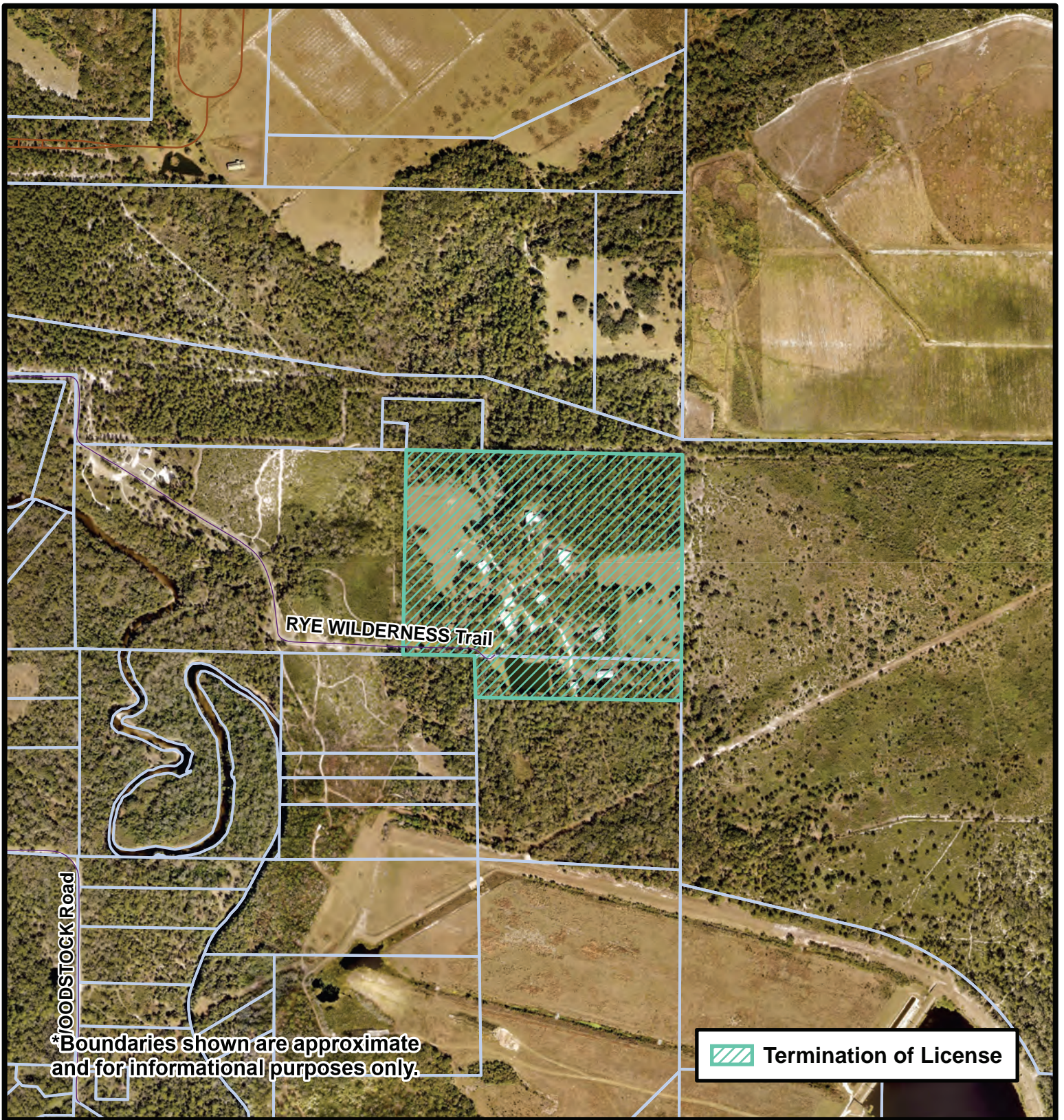


1 inch equals 300 feet

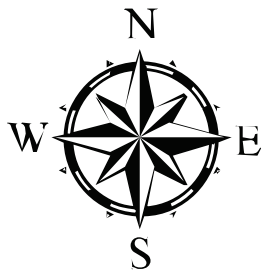
**YOUTH RANCH LOT LAYOUT  
 LICENSE AGREEMENT  
 FLORIDA SHERIFFS YOUTH RANCHES, INC.  
 751 RYE WILDERNESS TRAIL PARRISH 34219**







**NOTICE OF TERMINATION OF LICENSE GRANTED TO  
FLORIDA SHERIFFS YOUTH RANCHES, INC**



**MANATEE COUNTY  
751 RYE WILDERNESS TRAIL  
PARRISH, FL 34219  
PID 557100005**



**DISTRICT 1 - JAMES SATCHER**