

RESOLUTION R-87-231

RESOLUTION AUTHORIZING A LEASE OF
CERTAIN COUNTY-OWNED PROPERTY TO
MANATEE GLENS CORPORATION.

WHEREAS, Chapter 125.38, Florida Statutes, provides that a county may lease or convey any real or personal property owned by the county to a corporation or other organization not for profit which may be organized for the purpose of promoting community interest and welfare; and

WHEREAS, Manatee Glens Corporation, ("Agency"), a private, not for profit organization which is hereby found to be organized for the purpose of promoting community interest and welfare, has applied to the Board of County Commissioners of Manatee County for a lease of county-owned real property as more specifically described in and upon the terms and conditions established in the lease attached hereto as Exhibit "A" (the "Lease"), and

WHEREAS, Chapter 125.38, Florida Statutes, requires that the lease be for the public interest and welfare; and

WHEREAS, Agency wishes to acquire the property for the purpose of operating a Youth Substance Abuse Treatment and Prevention Program; and

WHEREAS, the Board of County Commissioners of Manatee County is satisfied that such property is required for such a use and that the use is in furtherance of the public or community interest and welfare, and that such property is not presently needed for county purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that:

1. The Chairman of the Board of County Commissioners is authorized to execute the Lease.

2. The term of the Lease shall be begin upon execution of the Lease and shall terminate on the thirtieth (30th) day of September, 1992 unless earlier terminated or extended as provided in the Lease.

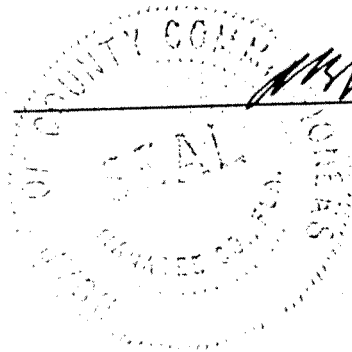
3. As consideration for the Lease, Agency shall develop the Youth Substance Abuse Program as referenced in the Lease and shall pay nominal rent in the amount of ONE DOLLAR (\$1.00) for the entire term of the Lease.

ADOPTED with a quorum present and voting this
the 15th day of SEPTEMBER, 1987.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Edward W. Chance
Chairman

ATTEST: R. B. SHORE
Clerk of the Circuit Court



LEASE

LEASE made and entered into by and between MANATEE COUNTY, FLORIDA, as Lessor (hereinafter referred to as COUNTY), and MANATEE GLENS CORPORATION, a Florida not-for-profit corporation, as Lessee (hereinafter referred to as LESSEE).

1. PARTIES.

LESSOR (COUNTY): Manatee County, a political subdivision of the State of Florida.

Whose mailing address is: Post Office Box 1000
Bradenton, Florida 33506

LESSEE: MANATEE GLENS CORPORATION, a Florida not-for-profit corporation

Whose mailing address is: Post Office Box 9478
Bradenton, Florida 33506

2. DEMISED PREMISES.

COUNTY hereby demises, leases and rents unto LESSEE and LESSEE hereby takes and leases from COUNTY, that certain improved property located at 1819 5th Street West in the City of Bradenton, County of Manatee, State of Florida, as more specifically described on Exhibit "A", consisting of the real property and all improvements, appurtenances and structures thereon (hereinafter referred to as the PREMISES).

3. TERM.

The term of this Lease shall commence upon execution hereof by the COUNTY and shall terminate on the 30th day of September, 1992, at 11:59 P.M. LESSEE shall have possession and be permitted to enter the PREMISES immediately upon execution hereof, to complete various renovations.

4. TERMINATION.

LESSEE'S performance under this Lease shall automatically terminate upon LESSEE'S failure to: —

4.1 Obtain a Special Exception and necessary building permits from the City of Bradenton to operate the PREMISES as a residential and out-patient youth substance abuse treatment and prevention facility; on or before October 1, 1987.

4.2 Execute an Agreement for Purchase of Youth Substance Abuse Treatment Services (hereinafter referred to as "Service Contract" with the County governing LESSEE'S providing services to Manatee County youth related to substance abuse treatment and prevention, on or before October 1, 1987.

4.3 Termination of the Service Contract after commencement of delivery of services thereunder.

4.4 LESSEE'S election not to repair or reconstruct the PREMISES after casualty lost to the PREMISES.

This Lease shall automatically terminate upon notice from either party that any of the foregoing terminating events have occurred. In the event this Lease is terminated under this paragraph, LESSEE shall give up possession of the PREMISES to the COUNTY, within thirty (30) days after notice of termination.

5. RENT.

LESSEE agrees to pay, without demand, rent in the amount of ONE DOLLAR \$1.00 for the entire term of the lease to be paid upon LESSEE'S execution hereof. The parties further acknowledge that performance under the Service Contract is additional consideration for this Lease.

6. USE.

The PREMISES shall be used only for the purpose of operating a youth substance abuse treatment and prevention program and for no other purpose. In no event shall LESSEE permit any nuisance to exist on the PREMISES.

7. ASSIGNMENT.

Neither Party shall assign this Lease nor any rights hereunder, nor let or sublet all or any part of the PREMISES.

8. UTILITIES.

LESSEE shall pay for all utility services provided for the PREMISES. For the purposes hereof "utility services" shall include without limitation, water, sewer, trash, electricity, telephone, gas, cable TV, security systems and the like. LESSEE

shall contract for all "utility services" in LESSEE'S name and pay all deposits and use charges.

9. RIGHT OF ENTRY.

LESSEE shall permit the COUNTY, its agents or employees, to have access to and to enter the leased premises during the normal working hours after reasonable notice, or at such other times, subject to the approval of LESSEE, to inspect the PREMISES to ensure proper care and maintenance, or for any other purposes reasonably connected with COUNTY'S interest in the PREMISES and to perform any work or other act found necessary. COUNTY may enter the PREMISES at any time the COUNTY, in its sole discretion, reasonably believes an emergency exists upon the PREMISES.

Except in emergencies, COUNTY shall give the LESSEE five (5) days' notice before making any inspection as to the condition of the PREMISES.

COUNTY shall inspect the PREMISES at least annually commencing approximately six months after commencement of occupation for the purposes of determining adequate care and maintenance of the PREMISES.

10. IMPROVEMENTS AND ALTERATIONS.

COUNTY agrees to deliver and LESSEE agrees to accept the demised premises "as is". The parties acknowledge that the PREMISES require substantial improvement and reconstruction to be made suitable for LESSEE'S use as a "Youth Substance Abuse Residential Center." LESSEE shall be responsible for and bear all costs in connection with the construction of all initial improvements desired or required by it, as well as for any modification to existing improvements on the demised premises.

10.1 DELEGATION OF AUTHORITY.

a. County hereby appoints LESSEE as COUNTY'S agent with limited authority to make application for all necessary Special Exceptions and building permits necessary to commence and complete the necessary alterations to the premises.

b. COUNTY explicitly delegates to COUNTY's Contract Manager, (the Contract Manager being one and the same as COUNTY's "Manager Human Services Division") the authority to provide all written approvals required under this Article 10 to the extent such approvals are consistent with the provisions of this Lease.

10.2 PRIOR APPROVAL OF COUNTY.

LESSEE agrees to provide COUNTY with copies of all proposed plans and specifications for improvements and modification to the demised premises. COUNTY shall have the right to approve the plans and specifications for the construction in and modifications to the demised premises and LESSEE shall not commence any construction in or modification to the demised premises until such time as written approval of and consent to the final plans and specifications has been obtained. In the event LESSEE should wish to amend or change the plans or specifications subsequent to its receipt of the written approval, LESSEE shall obtain from COUNTY the written consent to and approval of such modification or changes to previously submitted plans and specifications. COUNTY'S review of plans and specifications shall be limited to fifteen (15) business days in the case of preliminary drafts and five (5) days in the event of the final draft. COUNTY'S failure to respond in writing within the specified time limit shall be deemed approval of submitted plans and specifications.

10.3 CONTRACTS AND PERFORMANCES AND PAYMENT BONDS REQUIRED.

Prior to the commencement of any construction or work on the demised premises, Lessee shall provide COUNTY with copies of all contracts for the construction of the initial improvements. LESSEE shall furnish or cause to be furnished bonds covering the faithful performance of all such contracts and the payment of all obligations arising thereunder, each in the amount of 100% of the contract sum, on forms approved by COUNTY with sureties as may be agreeable to the parties and the premiums shall be paid by LESSEE or LESSEE'S contractor.

LESSEE shall deliver or cause to be delivered the required bonds to COUNTY not later than the date on which construc-

tion 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 obligations secured therein.

LESSEE may request that the Contract Manager waive the bonding requirements on any contract which is not funded in whole or in part by COUNTY funds. Waiver shall be reasonably granted where the contract amount or impact upon the use of the PREMISES is not substantial.

10.4 COMPLIANCE WITH APPLICABLE LAWS.

LESSEE hereby covenants and agrees that all plans and specifications proposed by it and the work required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of the tenant improvements, LESSEE shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of LESSEE and the contractors for the LESSEE certifying the following:

(a) The construction of the improvements to the demised premises have been completed in conformance with the plans and specifications therefor and with all codes and ordinances of applicable governmental authorities and that an appropriate Certificate of Occupancy for the demised premises 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 which is then due and payable for work, labor, services or materials in connection with the construction of or modifications to the demised premises which, is unpaid, might become the basis of a vendor's mechanics, laborers or materialmens statutory or other similar lien.

10.5 FURTHER ASSURANCES OF COUNTY.

COUNTY hereby covenants and agrees to cooperate with LESSEE in the efforts of LESSEE to obtain requisite approvals, building and other permits or licenses required in order to

commence the development of the Youth Substance Abuse Program and to commence or complete the construction of and modifications to the demised premises. In addition, COUNTY agrees to promptly approve or disapprove proposed plans and specifications after submission thereof to it by LESSEE and to join with LESSEE to the extent necessary in applications for zoning and land use approvals and building permits.

10.6 OWNERSHIP OF IMPROVEMENTS.

LESSEE hereby agrees to issue a bill of sale, in form and substance satisfactory to COUNTY, pursuant to which LESSEE conveys all of its right, title and interest in and to any leasehold improvements constructed by it in the PREMISES upon completion of the work required by the plans and specifications approved by COUNTY. Title to all fixtures and furnishings paid for by COUNTY shall, upon expiration or termination of this Lease, vest in County. Upon expiration or termination of this Lease, LESSEE shall retain ownership of all personal property purchased through LESSEE'S separate funds or in excess of the COUNTY'S funding. LESSEE shall have thirty (30) days after the expiration or termination of this Lease to remove all such personal property owned by LESSEE without damage or material alteration of the existing improvements and fixtures.

10.7 MECHANICS LIENS.

In the event any mechanics lien or other labor or material liens are filed against the demised premises or any part thereof as a result of LESSEE'S work, LESSEE shall cause such liens to be discharged by payment, bond or otherwise within thirty (30) days after LESSEE may have knowledge or receive notice thereof from COUNTY or any other person and in the event LESSEE fails do so, COUNTY may, at its option, obtain the discharge thereof, and LESSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand including any attorney fees.

10.8 DRAWINGS.

Upon completion of the work, LESSEE shall provide COUNTY, at LESSEE'S sole cost and expense, one (1) set of "as built" drawings.

10.9 REIMBURSEMENT FOR CERTAIN COSTS.

COUNTY agrees to reimburse LESSEE on a monthly basis for actual expenditures for improvements to the demised premises including the cost of approved engineering and design services, in an amount not to exceed NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$92,500.00) provided, however, that no reimbursement shall be due until such time as COUNTY has received copies of all contracts including a schedule of values and approved LESSEE'S budget. COUNTY shall approve or disapprove the proposed schedule of values and budget within fifteen (15) business days of receipt thereof. In the event COUNTY shall fail to issue a written approval or denial of the budget within fifteen (15) working days, the budget shall be deemed approved and accepted by COUNTY. COUNTY'S approval shall not be required as to any items in excess of \$92,500.00 considered in priority of the principal construction contract and applicable schedule of values first, and then the largest line items in decreasing order.

Payments provided for herein shall be made only upon submission of a request for payment by LESSEE and certification and documentation of the value of labor and materials incorporated in the work by LESSEE'S architect or engineer and LESSEE, provided that such requests are consistent with LESSEE'S contracts and the approved budget. COUNTY funds may be dispersed directly to LESSEE'S contractors upon proper request from LESSEE and in accordance with the approved budget or may be dispersed directly to LESSEE as reimbursement for expenditures made by LESSEE in accordance with the approved budget. COUNTY may retain ten percent (10%) of all funds allocated and authorized herein until such time as the tenant improvements have been completed and complete releases of all liens for material and labor furnished in connection with the work have been furnished to COUNTY and COUNTY has received full right, title and interest in all improvements free and clear

of all claims, subject only to LESSEE'S leasehold interest. COUNTY shall have a period of forty-five (45) days from the final submission of a properly documented application for payment prior to the date on which payment will be made by COUNTY. To the extent the funds authorized herein are not expended for the tenant improvements contemplated herein, COUNTY shall reimburse LESSEE for additional fixtures and furnishings necessary and useful for the operation of the Youth Substance Abuse Program to the extent such fixtures and furnishings are identified within the approved budget.'

10.10 ADDITIONAL TENANT IMPROVEMENTS.

Subsequent to completion of the initial tenant improvements provided for under Article 10, LESSEE may make additional improvements to the demised premises at the sole cost and expense of LESSEE upon receipt of the prior written consent of COUNTY, which consent shall not be unreasonably withheld. COUNTY reserves the right to require that subsequent major improvements be made in accordance with any or all of the applicable requirements set forth under Article 10.

11. REPAIRS AND MAINTENANCE.

LESSEE shall be responsible for maintenance and repair of the common areas, lawns, landscaping, structure, roof, exterior, structural and mechanical components including, but not limited to, plumbing, electrical service and heating, ventilating and air-conditioning facilities servicing the PREMISES. LESSEE shall keep every part and portion of the PREMISES in good repair and the exterior of the building and common areas of the building in a neat, orderly, clean, safe and healthy condition in compliance with all Codes and Laws. Without limitation of other responsibilities of LESSEE, LESSEE shall specifically be responsible for interior and exterior painting, pest eradication and termite inspection and treatment if necessary. If LESSEE should neglect regular maintenance or fail to make necessary repairs within a reasonable time after notice to do so has been given by COUNTY, COUNTY may make those repairs which may be necessary for the protection of the PREMISES and COUNTY shall be entitled to reimbursement from LESSEE

for any cost or expense incurred. LESSEE'S failure to make reimbursement within thirty (30) days of the written demand by COUNTY shall be a default. Any damage caused by LESSEE, its invitees, agents, customers or occupants, except for reasonable wear and tear, shall be promptly repaired by LESSEE at LESSEE'S expense. All repairs and replacements by COUNTY or LESSEE shall be equal in quality to the original work.

12. RISK OF LOSS.

LESSEE shall keep the PREMISES insured to the full insurable value against loss or damage by fire or other casualty naming COUNTY as loss payee on such policies (if such loss payee endorsement is available without impact on premium) and LESSEE shall claim no interest in any casualty insurance proceeds except as provided in Paragraph 13. COUNTY shall not be responsible for loss by fire or other casualty of personal property, fixtures, furniture or equipment belonging to LESSEE or LESSEE'S agents due to the extent that such loss does not result from the fault of COUNTY or COUNTY'S agents. LESSEE will not permit anything to be done which will increase the rate of fire insurance on the premises. LESSEE'S liability for loss due to fire or other casualty damage shall be limited to the proceeds of insurance as required herein, so long as such insurance is maintained by LESSEE.

13. EFFECT OF PARTIAL OR TOTAL DESTRUCTION.

If the PREMISES are damaged by fire or other casualty, the LESSEE, in its sole discretion, may undertake and complete repair or restoration of the PREMISES at its sole expense including all insurance proceeds. LESSEE'S fire and casualty insurance on the PREMISES, shall be solely for the benefit of LESSEE to be used only for reconstruction of the PREMISES and shall in no event be deemed a waiver and limitation upon COUNTY'S right of sovereign immunity. In the event LESSEE elects not to repair or reconstruct the PREMISES, all proceeds of insurance shall be delivered to the COUNTY. In the event that the insurance proceeds and other funds available to LESSEE are insufficient for total reconstruction,

construction of a reduced facility may be submitted to COUNTY for approval.

14. INJURY OR DAMAGE TO PROPERTY OR PREMISES.

Except for negligent or intentional acts of COUNTY, COUNTY shall not be liable to LESSEE for any injury, loss or damage to property or to any person on the PREMISES.

15. QUIET ENJOYMENT AND ACCESS TO DEMISED PREMISES.

COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE'S part, LESSEE shall, at all times during the term, have the peaceful and quiet enjoyment and possession of the PREMISES without any interference or hindrance from COUNTY or any persons, and shall have access to the PREMISES at all times during the day and night.

16. SURRENDER OF PREMISES.

LESSEE agrees to deliver up and surrender to COUNTY possession of the PREMISES upon the expiration of this Lease, or any extension of the term provided for herein, in as good condition and repair as the same shall be upon completion of initial tenant improvements, reasonable wear and tear or damage by fire and other casualty excepted. The parties acknowledge that the use of the PREMISES as a Youth Substance Abuse Center is a high traffic use and significant wear and tear is reasonable under the circumstances. COUNTY shall inspect the PREMISES not more than six (6) months and not less than two (2) months prior to the expiration date of this Lease and give LESSEE written notice of claimed deficiencies in the condition of the PREMISES.

17. HOLDING OVER.

If LESSEE shall remain in possession of all or any part of the PREMISES after the expiration of the term or any extension thereof, then LESSEE shall be deemed a tenant of the PREMISES from month to month at the same rental and subject to all of the terms and provisions hereof, except as to the term. COUNTY shall make no claim for damages resulting from such holdover tenancy unless COUNTY has provided LESSEE with written notice to surrender the

PREMISES thirty (30) days in advance of such date on which such damages may accrue.

18. TERMINATION.

18.1 DEFAULT.

This Lease may be terminated by either party upon default of the opposing party as to any covenant or obligation of the opposing party. Termination upon default shall be effective after written notice of the default to the opposing party and the expiration of a thirty (30) day curative period. In the event the defaulting party undertakes a good faith effort to cure the default but is unable to do so within the specified curative period, an additional reasonable curative period shall be granted.

18.2 DAMAGES.

In the event of termination, LESSEE shall not be liable to the COUNTY for any damages or expenses whatsoever, if LESSEE surrenders the PREMISES on or before the termination date in the condition required in Paragraph 16, herein.

18.3 POSSESSION.

In the event of termination under this Article, LESSEE shall give up possession of the PREMISES not more than thirty (30) days after the effective date of termination.

19. ATTORNEY'S FEES.

In the event of litigation regarding this Lease or the parties' rightful 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 collection of unpaid rentals or the enforcement, defense or interpretation of this Lease, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings.

20. NO IMPLIED WAIVER.

The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall

not be construed as a waiver or of relinquishment thereof for the future.

21. APPLICABLE LAW AND CONSTRUCTION.

This Lease shall be governed and construed in accordance with the applicable laws of the State of Florida. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope of intent of such sections of this Lease.

22. ENTIRE AGREEMENT AND PROVISIONS BINDING.

This Lease and any attached and incorporated items set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this Lease 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 Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute a consent to assignment by LESSEE, but has reference only to those instances in which COUNTY may have given written consent to a particular assignment.

22. INDEMNIFICATION.

LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses which may accrue against the COUNTY arising out of the performance of, or failure to perform, the services required by this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or

omission of the LESSEE or its employees, or of the subcontractors or its employees, if any. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the COUNTY in any such action, the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by LESSEE, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY as herein provided.

The indemnity hereunder shall continue until such time as any and all claims rising out of LESSEE'S performance or failure to perform under the terms of this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against COUNTY Upon any liability arising out of this Agreement COUNTY at once shall give notice thereof in writing to CONTRACTOR by certified mail addressed to LESSEE at the address contained herein. Upon receipt of notice, LESSEE, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in this Agreement shall be deemed to affect COUNTY'S right to provide its own defense and to recover from LESSEE attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the COUNTY as set forth in Florida Statute 768.28.

The indemnity provided by LESSEE under this article shall not apply:

1. to any settlement agreement entered into by COUNTY with the written consent of LESSEE; and
2. to any claim or expense of attorney or other professional fees incurred due to COUNTY'S retaining separate counsel, in addition to counsel provided by LESSEE, provided that COUNTY has approved counsel provided by LESSEE.

23. INSURANCE. LESSEE shall procure and maintain insurance of the types and to the limits specified in paragraphs (1), (2) and (3) inclusive below.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- (1) Worker's Compensation - Coverage to apply 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 a limit of \$100,000 per accident. The policy must be endorsed to provide Manatee County Board of County Commissioners, Human Services Division, with thirty (30) days notice of cancellation and/or restriction.
- (2) Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy filed by the Insurance Services Office (ISO), a private professional insurance rating organization, with its main offices located at 160 Water Street, New York, New York 10018, and must include minimum limits of \$500,000 per occurrence combines single limit for:
 - a) Bodily Injury Liability and Property Damage Liability;
 - b) Premises and/or Operations;
 - c) Independent Contractors;
 - d) Broad Form Property Damage; and
 - e) Broad Form Contractual Coverage applicable to this specific Lease; including any hold harmless and/or indemnification agreement.

The policy must be endorsed to provide Manatee County with thirty (30) days notice of cancellation and/or restrictions.

- (3) Property and Casualty - Coverage for the full insurable value of all improvements to the PREMISES as further set forth in Paragraph 12 herein.
- (4) Certificates of Insurance and Copies of Policies - Certificates of Insurance, evidencing the insurance coverage specified in the previous paragraphs (1), (2) and (3) inclusive of this paragraph shall be filed with the COUNTY before the Lease term begins. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease and section and the above paragraphs in accordance with which insurance is being furnished, as required by such paragraphs of this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

The parties acknowledge and agree that insurance requirements of this Lease are based upon the sound business principles and the LESSEE may elect to carry greater amounts of insurance. All of the insurance required hereunder shall be for the benefit of the LESSEE and shall in no event be deemed insurance for the benefit of the COUNTY which would result in a waiver or limitation of the COUNTY'S rights of sovereign immunity.

24. 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 LESSEE or COUNTY, signed by the recognized agent, 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 U.S. Mail return receipt requested to all of the parties and at the addresses given below.

If to COUNTY:

Manatee County, Contract Manager
c/o Manager Human Services Division
P.O. Box 1000
Bradenton, Florida 34206

with a copy to:

Manatee County
c/o County Administrator
P. O. Box 1000
Bradenton, Florida 34206

If to LESSEE:

Manatee Glens Corporation
Attn. Robert More, Ex. Dir.
P. O. Box 9478
Bradenton, Florida 34206

with a copy to:

Harllee & Porges, P.A.
Attn. Timothy A. Knowles, Esq.
1205 Manatee Avenue
Bradenton, Florida 34205

The parties hereto empower the agents specified above to give and receive any notice required under this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed on this 15th day of September, 1987.

"COUNTY"

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

BY: Edward W. Chase
Chairman

ATTEST: R. B. SHORE
[Signature]
Clerk of Circuit Court

"LESSEE"

MANATEE GLENS CORPORATION

BY: Rob W. Hunt PRES.

Witnesses:

Angela J. Billee

EXHIBIT A

To Lease between Manatee County
and Manatee Glens Corporation

For property situated at 1819 5th Street West, Bradenton, Florida, consisting of real property and all improvements, appurtenances and structures thereon.

DESCRIPTION: Commencing at the SW corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 34 S, Range 17 E, thence South 89 Degrees, 28' East, 25 feet to the East right-of-way line of 5th Street West for a point of beginning, thence continues 89 Degrees 28' East 200 feet, thence North 234 feet, thence North 89 Degrees 28' West 200 feet to the East right-of-way line of 5th Street West, thence South along said right-of-way line 234 feet to the above mentioned point of beginning. All of the above mentioned land lying and being in Section 35, Township 34 South, Range 17 East, Manatee County, State of Florida and containing 1.0744 acres or 46,800 square feet.