

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into as of this 13th day of January, 1998, ~~1997~~ ~~XXXXX~~ by and between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, a statutory corporation ("Lessor"), and POLK COUNTY, a political subdivision of the State of Florida ("Lessee").

WHEREAS the Lessee requires property located in the vicinity of Avenue G Northwest and 42nd Street Northwest in the area known as "Inwood" located west of Winter Haven, Florida, for the purpose of constructing and operating a Sheriff's Regional Command Center to serve that area of this County; and

WHEREAS the Lessor owns the land described below and has agreed to make such land available for the construction and operation of a Sheriff's Regional Command Center by the Lessee.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **Leased Premises:** Subject to the terms, provisions and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee does hereby lease from Lessor, that tract of land situated in Polk County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements now or hereafter located thereon and all rights, easements, privileges and appurtenances thereunto attached (collectively, the "Land").

2. **Term and Effective Date:** This Lease shall be and continue in full force and effect for a term of fifty (50) years commencing on the first of October, 1997, or until terminated pursuant to the provisions of paragraph 12 below.

3. **Use of Land:** Lessee shall have the right to use the land for the purpose of constructing, maintaining, and operating a Regional Command Center or Sub-Station for the Sheriff of Polk County and supporting parking area (the "Improvements") and for no other purpose, and Lessee shall be required to construct the Improvements in accordance with the plans and specifications approved by the Lessor ("Plans and Specifications"). Lessee shall, at Lessee's sole cost and expense, obtain all permits, license, and other regulatory approvals required for the construction, maintenance, and operation of the Improvements. Throughout the term of this Lease, Lessee shall comply with and maintain the Land and Improvements in accordance with all federal, state, and county laws, ordinances, rules and regulations applicable to and as required for Lessee's use of the Land.

4. **Construction of the Improvements:** After the effective date of this Lease, and after Lessee obtains all required construction permits, licenses, and other regulatory approvals, Lessee shall commence construction of the Improvements and thereafter Lessee shall, at Lessee's sole cost, risk, and expense, construct the Improvements in accordance with the Plans

and Specifications, in a good and workmanlike manner. In constructing the Improvements, Lessee shall be allowed to demolish and remove, as required, all existing improvements on the Land.

Throughout the construction of the Improvements, Lessor or Lessor's representatives shall have the right to inspect the Improvements to determine that work is proceeding in a satisfactory manner and in accordance with the Plans and Specifications. Lessee shall coordinate construction activities with Lessor's staff.

Lessee shall have no right, authority, or power to bind the Lessor, or any interest of Lessor in the Land, for any claim for labor or material or for any other charge or expense incurred in the construction of the Improvements, nor to render Lessor's interest in the Land liable to any lien or right of lien for any labor or material or any other charge or expense incurred in connection therewith, and Lessee shall in no way be considered as the agent of Lessor in the construction, maintenance, operation, or management of the Improvements.

5. **Ownership of Improvements:** All of the Improvements, and all other improvements of any nature on the Land, shall be owned by and shall be the property of Lessee during the term of this Lease. Upon the termination of this Lease in accordance with its terms, the Improvements and any further improvements erected on the Land by the Lessee in the future during the term of this

Lease, shall merge with the title to the Land, free of any claim of Lessee and all other parties claiming by, under, or through Lessee. Upon the termination of this Lease, Lessee, at Lessor's request, shall execute a recordable instrument evidencing the termination of this Lease and stating the termination date.

6. **Ground Rent:** From and after the date hereof, Lessee shall pay to Lessor the sum of Ten Dollars (\$10.00) per year as consideration for this Lease.

7. **Taxes, Assessments, Etc:** During the term of this Lease, Lessee shall pay or cause to be paid, as and when the same shall become due, all real estate taxes, personal property taxes, assessments, sales tax, or other valid governmental charges, if any, assessed against the land and/or this Lease; provided, however, Lessee may, at its sole cost and expense, contest the validity or amount of any such assessment and, upon request of Lessee, Lessor shall join in such contest. Lessee shall indemnify and hold Lessor harmless from and against all costs, expenses, liabilities, and claims resulting directly or indirectly from such joinder.

8. **Utilities:** Lessee shall pay (or cause to be paid or discharged) all charges to Lessee for gas, electricity, light, heat, garbage, telephone, and other utility services used, rendered, or supplied upon or in connection with Lessee's use of the Land, and all water and sewer service charges levied or charged against the Land during the term of this Lease.

9. **Indemnity:** To the fullest extent of the law, Lessee shall indemnify and hold harmless Lessor and its directors, officers, employees, agents and contractors, and their respective successors, heirs, personal representatives and assignees from all claims, suits, actions and proceedings (herein called "Claims") whatsoever which may be brought or instituted on account of or growing out of any and all injuries or damages, including death, to persons or property relating to the Lessee's use or occupancy of the Land, and all losses, costs, penalties, damages, and expenses, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling the claims; provided, however, that the indemnity agreement contained herein shall not include indemnity with respect to injuries or damages caused by the intentional acts or omissions or negligence of Lessor, its agents or employees.

10. **Use of and Repairs to Improvements:** Throughout the term of this Lease, Lessee shall keep the Improvements in good condition and repair and shall maintain the landscaping on the Land in good condition.

11. **Transfer of Lessee's Interests:** Lessee shall not sell, assign, transfer, convey, mortgage, or hypothecate all or any portion of Lessee's leasehold estate under this Lease or sublet all or any portion of the Land to any party unless Lessor shall expressly consent to and approve such transfer in writing.

12. **Lessee's Default and Lessor's Remedies:** In the event the Lessor shall fail to perform or observe any of the terms, covenants, conditions, agreements, and obligations stipulated in this Lease to be observed and performed by Lessee, and such failure shall continue for a period of thirty (30) days after written notice thereof has been delivered to Lessee, Lessor may, at any time thereafter, terminate this Lease by delivery of written notice of termination to Lessee and/or exercise any and all remedies available to it under the laws of the State of Florida. No waiver of any breach of any covenant or provisions of this Lease, including the payment of Ground Rent after a default by Lessee, shall be deemed a waiver of the right to demand complete performance by the Lessee of its obligations hereunder.

13. **Warranty of Peaceful Possession:** Lessor covenants and warrants that Lessee, upon paying the Ground Rent and performing and observing all of its covenants and agreements herein contained and provided, shall and may peaceably and quietly have, hold, occupy, use, and enjoy, and shall have the full, exclusive, unrestricted use and enjoyment of all of the Land during the entire term of this Lease and may exercise all of its right hereunder, subject only to the provisions of this Lease and applicable governmental rules and regulations.

14. **Attorneys' Fees:** In the event either Lessor or Lessee defaults on performance of any of the terms, covenants,

conditions, agreements, or provisions contained in this Lease, and the other party employs attorneys and/or brings suit in connection with the enforcement of this Lease or any provisions thereof or the exercise of any of its remedies hereunder, then the prevailing party shall be promptly reimbursed by the other party for all reasonable attorneys' fees and court costs so incurred.

15. **Additional Improvements:** At any time and from time to time after construction of the original Improvements, Lessee may redesign, relocate or repair the Improvements or construct new improvements on the Land provided that: (a) Lessor's approval of the plans and specifications of such work is obtained prior to beginning of construction; (b) the construction of any new improvements is in compliance with all applicable governmental codes, ordinances, laws, and regulations affecting the Land; (c) no default shall exist hereunder; and (d) such construction is coordinated with Lessor's staff.

16. **Notice:** Any notice, communication, request, reply, or advice, or duplicate thereof, herein severally and collectively (called "Notice") in this instrument provided or permitted to be given, made, or accepted by another party to any other party must be in writing and shall be given or be served by depositing the same in the United States mail, post paid, certified and return receipt requested, and addressed to the party to be notified as set forth below. Notice deposited in the mail as set forth above

shall be effective from and after the expiration of three (3) days after it is so deposited, regardless of whether or when same is actually received by the addressee. Notice in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the address of the parties shall, until change is hereinafter provided, be as follows:

If to Lessor: The School Board of Polk County, Florida
Post Office Box 391
Bartow, FL 33831

If to Lessee: Polk County Board of County Commissioners
Post Office Box 9005
Bartow, FL 33831

However, the parties hereto and their respective successors and assigns, shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as such party's address any other address within the United States of America by at least fifteen (15) days written notice to the other party.

17. Entire Contract: No variations, modifications, or changes shall be binding upon any party hereto unless executed by the particular party or by a duly authorized officer or a duly authorized agent of the particular party. No waiver or waivers of any breach or default or any breaches or defaults by either party of any term, condition, or liability of or performance by the other party of any duty or obligation hereunder, nor shall any such waiver or waivers be deemed or construed to be a waiver

or waivers of subsequent breaches or defaults of any kind, character, or description under any circumstances. This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors, assigns, and legal representatives.

IN WITNESS WHEREOF this Lease is made and entered into in triplicate counterparts, the day and year first above written.

LESSOR:

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

By Brenda C. Reddout
~~XXXXXXXXXXXXXXXXXXXX~~ Chairman Brenda C. Reddout

Attest Glenn Reynolds (SEAL)
Glenn Reynolds, Secretary

LESSEE:

POLK COUNTY

By Jerry L. Carter
~~XXXXXXXXXXXX~~ Chairman Jerry L. Carter
Polk County Board of County Commissioners

Attest: Richard M. Weiss, Clerk

By Marie E. Kessler (SEAL)
Deputy Clerk

Reviewed as to form and legal sufficiency
Mary E. Halan 1-13-98
County Attorney's Office Date

EXHIBIT "A"

The description of the leased premises in that certain Ground Lease between The School Board of Polk County, Florida and Polk County, a political subdivision of the State of Florida, is as follows:

Begin at the Southwest corner of the NE-1/4 of the SW-1/4 of Section 24, Township 28 South, Range 25 East, then run 30 feet along the northern right-of-way boundary of County Road 542 (Avenue G Northwest) to the Point of Beginning, continue East along said right-of-way boundary 300 feet, then North 362 feet, then West 300 feet, then South 362 feet to the Point of Beginning.