

**RESOLUTION NO. 2004-36**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT WITH OAK PARK STABLES AND CARRIAGE COMPANY, A FLORIDA CORPORATION; PROVIDING FOR LEASE OF STABLE AND PADDOCKS, USE AND MAINTENANCE OF LEASED FACILITY AND PADDOCKS; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, on September 13, 2002, pursuant to Resolution 2002-50, Rhonda Winsor assigned her interest as Tenant under that certain Lease Agreement dated October 11, 2001 ("Lease"), with the Town of Southwest Ranches as Landlord, for the stable located at the 46 acres Rolling Oaks open space park, to Oak Park Stable, (whose full legal name is Oak Park Stable and Carriage Company) and Kathy Ridenour; and

**WHEREAS**, Oak Park Stable and Carriage Company has utilized the stable facilities and related paddocks at the 46 acre Rolling Oaks Open Space Park, in compliance with the terms and conditions of the Lease; and

**WHEREAS**, the term of the Lease has expired and the Town Council has directed that the Town enter into a new lease with Oak Park Stable and Carriage Company to provide for boarding horses, horse training, a child horse camp and carriage services; and

**WHEREAS**, the Town attorney has prepared a lease agreement with Oak Park Stable and Carriage Company, a copy of which is attached hereto and marked Exhibit "A".

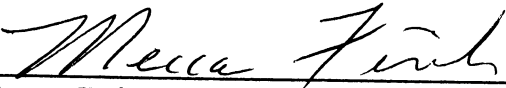
**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

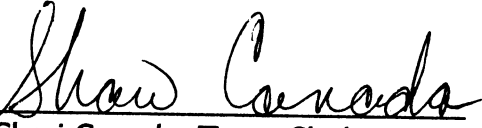
**Section 2:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Lease Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 3:** This Resolution shall become effective immediately upon its adoption.


**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of February 2004.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney

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## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 12<sup>th</sup> day of February 12, 2004, by and between **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation, whose address is 6589 S.W. 160 Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "Lessor", and **OAK PARK STABLE AND CARRIAGE COMPANY, A FLORIDA CORPORATION**, whose address is 17950 S. W. 55 Street, Southwest Ranches, Florida 33331, hereinafter referred to as "Lessee".

### WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of that certain tract of land lying and being situated in the Town of Southwest Ranches, Broward County, Florida, more particularly describes as follows:

That portion of the property described as FLORIDA FRUIT LANDS CO. SUB. NO. 1, recorded in Plat Book 2-D, at Page 17, Public Records of Miami-Dade County, Florida, situate, lying and being in Broward County, Florida (the "Property"); and

WHEREAS, Lessee is desirous of leasing a portion of the Property having a common Address of 17630 S.W. 56 Street, Southwest Ranches, Florida, containing stables and living quarters (the "Premises), for use as permitted under this Agreement. (The Premises is further described and depicted in "A" annexed hereto.)

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. DEMISE: Upon the terms and conditions hereinafter stated, and in consideration of the payment from time to time of the rent hereinafter stipulated, and for and in consideration of the performance by Lessee of the covenants hereinafter contained by Lessee to be kept and performed, Lessor hereby leases and demises to Lessee the Premises in its AS IS and WHERE IS condition, to have and to hold the Premises for the term of this Lease Agreement upon the terms and conditions herein set forth. The Premises is designated as Parcels A, as depicted in Exhibit "A". Only Parcel A shall be used by Lessee for Lessee's use as permitted hereunder.

2. CONSIDERATION: Lessee, in consideration of demise of the Premise, and for the further consideration herein set out, including, by way of example and not limitation, Lessee's repair and maintenance obligations for Parcels A of the Premises, hereby rents, leases hires the Premises from Lessor, on the terms and conditions hereinafter set out.

3. TERM OF LEASE: The term of this Lease shall be for a period of three (3) years from the commencement date, which commencement date shall be October 1, 2003 (the "Commencement Date"). The term shall end at 12 o'clock noon on September 30, 2006, unless the term shall sooner terminate pursuant to any of the terms, covenants or conditions of this Lease Agreement, pursuant to law, or unless extend as provided hereunder.

4. RENTAL PAYMENTS: Lessee shall pay the rental payments under this Lease Agreement directly to Lessor, on the first (1<sup>st</sup>) day of each month, in advance, without set-off or deduction, and Lessor may enforce any default in this Lease

Agreement in part or in whole. Said rental payments shall be made in the following manner:

A. Rental in the amount of THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$31,500.00) per annum, payable TWO THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$2,625.00) per month. For the second year of the lease, the rental amount shall be THIRTY THREE THOUSAND DOLLARS AND NO/100 (\$33,000.00) per annum, payable TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 (\$2,750.00) per month. For the third year of the lease, the rental amount shall be THIRTY FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$34,500.00) per annum, payable TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO/100 (\$2,875.00) per month.

5. This space intentionally left blank.

6. POSSESSION AND QUIET ENJOYMENT: Lessor shall deliver possession of the Premises to Lessee at the beginning of the term of this Lease, and Lessor does covenant and agree that Lessor is possessed of fee simple title to the said premises, and Lessor covenants and agrees that Lessee shall and may peaceably have, hold and enjoy the Premises for the term aforesaid, provided that Lessee is not in default of any term or provision hereunder, against all persons whomsoever, excepting persons claiming under or through Lessee.

7. MAINTENANCE OF IMPROVEMENTS AND COMPLIANCE WITH LAWS:

A. Lessee agrees to keep all improvements now existing or hereafter constructed upon the Premises in good repair and condition and maintain the land surfaces in good,

smooth, level and firm condition, including but not limited to maintaining the building in a good condition, similar to the condition as of the date Lessee took possession of the Premises so that the improvements on the Premises shall be surrendered in like condition to Lessor upon termination of this Lease, by lapse of time or otherwise, except for ordinary wear and tear. Lessee shall be responsible for repair and replacement of the window air conditioning unit and all other appliances contained within the Premises. Lessee shall be responsible for repair and maintenance of the roof, walls, plumbing, electrical, septic, well pump and water system and other repairs. Lessee shall also be responsible for all fence repairs (keeping same in good and usable condition), maintaining water system, collecting and removing manure from the Premises. Lessee shall remove two (2) large trailers and landscape the area as requested by Lessor. Lessee shall upon request by Lessor provide and maintain a trail system throughout the 46 acre site.

B. Lessee further agrees not to (i) undertake any action that would be deemed a nuisance to Lessor or any neighboring property owner, or (ii) suffer, permit or commit any waste. If any governmental license(s) or permit(s) shall be required for the proper and lawful conduct of Lessee's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would in any way, adversely affect Lessor, then Lessee, at Lessee's sole cost and expense, shall duly procure and thereafter maintain all such license(s) and permit(s) and submit the same for inspection by Lessor. Lessee shall pay when due all license fees, permit fees and charges of a

similar nature for the conduct by Lessee of any business or undertaking authorized hereunder to be conducted in or from the Premises.

8. USE OF PREMISES: Lessee covenants and agrees that it will conform to and observe all applicable laws, rules and regulations of all public authorities, boards or officers, relating to said premises, or the use thereof, and will not during such terms, permit same to be used for illegal or immoral purposes, or make any improper or offensive use thereof. The specific purpose for the use of the Premises is (i) for living quarters in that space specifically provided for living quarters, as reflected in Exhibit "A", and (ii) the stable and paddocks to be used for boarding horses, horse training, children's horse camp and Oak Park Carriage Services. The stable and grazing area shall be limited to that portion of the Premises indicated as "Stable" and "Grazing Area" in Exhibit "A". Unless otherwise provided hereunder, all references to Premises shall mean Parcel A only.

In the event that the parties shall mutually agree that a portion of the Premises may be used by the public for horse riding, then, at Lessor's request, Lessee shall ensure that prior to riding, each such member of the public shall execute an indemnification form satisfactory to Lessor.

9 TAXES AND UTILITY CHARGES: The real property tax for the term of this Lease shall be paid by Lessor. Lessor shall pay all taxes on the real property and improvements, including special improvement liens levied against the real property and improvements which become payable during the term of this Lease.

Lessee shall pay all charges for all utilities, whether they are supplied by a public or private firm, and shall pay them as they become due. Lessee covenants that Lessee will not allow any lien to be filed against the Premises for any reason arising out of Lessee's action or inaction. In the event any lien is filed against any portion of the Property in connection with Lessee's activities, Lessee shall have same discharged of record within twenty (20) days of following the filing of such lien.

10. INSURANCE: Lessee agrees to carry, at Lessee's sole cost and expense, public liability insurance under policy or policies which shall name Lessor and Lessee as the parties insured thereby, and in the limits of not less than \$1,000,000.00 to cover the claim of damage from a single claimant, and not less than \$1,000,000.00 to cover more than a single claim which may arise from a single accident anywhere on the Property, and including property damage insurance in the sum of \$500,000.00. Such policies or certificates thereof shall be delivered to Lessor herein and will be renewed from time to time so that at all times insurance protection herein requested shall continuously exist. Initial evidence of insurance shall be delivered to Lessor prior to the commencement of this Lease.

Lessee agrees to keep all improvements upon the Premises insured at Lessee's expense, at full replacement costs, in favor of Lessor and Lessee as their respective interest may appear, against loss or damage by fire and extended coverage including windstorm in such amounts as Lessor shall reasonably require from time to time. Lessee shall furnish Lessor with evidence of such insurance and the payment of premiums thereon not less than ten (10) days prior to the date such premiums shall



become due. If any sums of money become payable by reason of damage insured against, then that sum shall be made available to Lessor for reconstruction of the improvements.

All policies of insurance required hereunder shall include a provision such that same shall not be canceled or terminated without thirty (30) days' prior written notice to Lessor. Additionally, all such policies of insurance shall contain a provision whereby the carrier of such insurance waives all rights of recovery by way of subrogation against Lessor.

11. RECONSTRUCTION: In the event of destruction or damage to the improvements or any part thereof, Lessor shall have the option, in its sole and absolute discretion, of (i) repairing the damage, or (ii) terminating this Lease. If the Premises is totally destroyed and Lessor elects to replace the Premises, then the rental payable under this Lease shall abate. In the event the Premises are partially destroyed or damaged, and the Lease is not terminated as provided hereunder, then rent shall abate in proportion to the damage. (That is, by way of example, if 30% of the Premises is no longer usable as a result of the damage, then rent shall abate by 30%.) Rent shall return to the amounts provided for under this Lease as the Premises are restored. In the event that Lessor elects to terminate this Lease, then Lessee shall be refunded any pre-paid rent and this Lease shall be deemed terminated. Should the damage be proximately caused, in whole or in part, by the willful, reckless or negligent conduct of Lessee or its agents, representatives or invitees, then Lessee shall not be entitled to an abatement of rent or refund of pre-paid rent.

12. INSPECTION: Lessor shall have the right to inspect the Premises at all reasonable times and as often as shall be reasonably necessary for Lessor to be consistently aware of the condition of the Premises.

13. ASSIGNMENT AND SUBLEASE: This Lease shall not be assigned or any portion thereof sublet by Lessee, without the prior written consent of Lessor.

14. LIENS: Lessee shall have no right or authority to make any contract for the improvement of the Premises which would impose or impress a lien upon the real property described in this Lease; provided, however, that Lessee shall not be prohibited from contracting for the improvement of the Premises, but any liens for such improvements shall attach only to Lessee's leasehold interest or to improvements which can be practicably removed by Lessee upon twenty (20) days' notice.

15. PERSONAL PROPERTY OF LESSEE: Upon termination of this Lease for any reason, if there shall be no monetary rental or other payments due from Lessee to Lessor, Lessee shall be entitled to remove all furniture, furnishings, fixtures, and all other items of personal property installed on or brought upon the Premises by Lessee; provided, however, that in the event that such removal shall cause any alteration of the Premises or leave any openings in partitions or walls, then Lessee shall restore the Premises to a good, repaired condition at Lessee's sole cost and expense.

16. DEFAULT: In the event that Lessee shall fail to perform according to the terms and conditions hereof, the following provisions shall apply as stated:

A. If the default by Lessee is other than for the non-payment of rent or other sums of money required to be paid by Lessee, and if such default shall continue for

thirty (30) days after written notice thereof by Lessor specifying the default claimed, then Lessor, at its option, may elect and pursue any of the remedies hereinafter provided; provided, however, that if the curing of such default reasonably requires a period of time more than thirty (30) days, then Lessee shall not be deemed in such default as to authorize the pursuit by Lessor of remedies, if within such period of thirty (30) days Lessee commences to cure such default and prosecutes such curative action continuously with promptness and dispatch to completion.

B. There shall be no notice for monetary default. In the event of monetary default, Lessor shall forthwith have the right to pursue all legal remedies available to Lessor.

C. In the event that Lessee shall be adjudicated to be a bankrupt, then this Lease shall immediately terminate upon such adjudication.

D. The remedies available to Lessor shall be that Lessor may elect to terminate this Lease and forthwith resume possession of the Premises; or, Lessor may retake possession of the Premises for the account of Lessee; or, Lessor may sue Lessee for rental payments under this Lease from time to time for rent that has become due for one or more rental periods or after the end of the Lease term; and/or Lessor may terminate this Lease, resume possession of the Premises and accelerate and demand immediate payment of all the rent due under the then current term. These remedies shall be cumulative and shall not preclude the rights of Lessor under the statutes of common law of the State of Florida.

17. MISCELLANEOUS PROVISIONS: Default in any of the covenants of this Lease shall constitute a default of the whole Lease.

a. Time of the Essence. Time is of the essence in every particular of this Lease.

b. Binding on Successors; Notice. Wherever there shall appear in this Lease a reference to Lessee and/or Lessor, such reference shall apply to and be binding upon the heirs, personal representatives, devisees, legatees, successors and assigns of Lessor and Lessee. Any and all notices required or authorized to be given under this Lease shall be deemed complete upon personal delivery to Lessor, or to Lessee, or by facsimile with a copy mailed or hand-delivered to the other party, or upon the posting of such notice in the United States Mail by Certified Mail with return receipt required addressed to Lessor or Lessee as follows:

Lessor: Town of Southwest Ranches  
Attn: John Canada, Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, FL 33331

Lessee: Oak Park Stables and Carriage Company  
Attn: Kathy & Lee Ridenour  
17630 S.W. 56 Street  
Southwest Ranches, FL 33331

The parties may change the address provided above by giving written notice of such change of address according to the terms of this paragraph.

c. Rental Payments. All rental payments shall be made by check in the same manner provided for the service of notices in the next preceding paragraph, except that such rental payments need not be transmitted by Certified Mail, and such rent shall not

be deemed paid until Lessor has actually collected proceeds of any such rental check provided Lessor has not unreasonably delayed the deposit of said checks for collection.

d. Gender. Whenever used, the singular shall mean the plural and the plural shall mean the singular, and the use of any gender shall mean and include all genders, all as the context permits or requires.

e. Attorneys' Fees. That in connection with any claims, arbitration, mediation or litigation which may arise out of this Lease Agreement subsequent to the execution hereof, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees through all levels of proceeding, including the appellate level.

f. Entire Agreement. That the execution of this Lease Agreement constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussion, agreements and understandings between the parties hereto and shall have the effect of settling any and all disputes and differences between Lessor and Lessee.

g. Indemnification. Lessee shall protect, defend, indemnify, hold and save free and harmless Lessor, the Town Council, Lessor's employees and its respective agents, officers, directors, attorneys and representatives, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, obligations and judgments and damages of any kind or nature and from and against any and all costs and expenses, including attorneys' fees, appellate and otherwise,

resulting from any cause directly or indirectly relating to the use of the Premises or other portions of the Property.

h. Hazardous Waste. Lessee shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance, The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Lessee shall be liable to Lessor for any violation of this Section, and shall indemnify, defend and hold Lessor harmless as a result of any Hazardous Substance brought onto the Property by Lessee, its agents, representatives or invitees.

i. Smoke Free Premises: Lessee acknowledges and agrees that the Premises are classified as a "Smoke-Free" environment. Lessee agrees that in the event Lessee, its agents, servants, licensees and guests violate the Smoke-free rule, that Lessee shall be solely responsible for the cost of any clean-up, including without limitation the cost of removing the smoke smell.

j. Drug Free Environment. Lessee acknowledges that Lessor wishes to promote a Drug Free working environment and Lessee agrees that it will not allow illegal drugs, chemical substances and paraphernalia onto the subject premises.

Further, Lessee will not knowingly allow any employee, agent, invitee, guest or other to use or possess any illegal substance on the subject property. Violation of this provision may, in the sole discretion of Lessor, result in termination of this Lease.

k. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

l. Lead Paint Disclosure. Lessor hereby advises Lessee that the Premises may contain lead-based paint that may place young children at risk for developing lead poisoning if ingested. Lead poisoning also poses a particular risk to pregnant women.

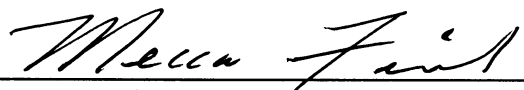
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers, duly authorized, and their corporate seals to be affixed, the day and year first above written.

**LESSOR**

**TOWN OF SOUTHWEST RANCHES**

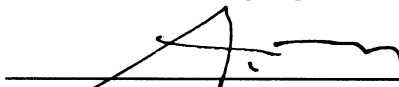
ATTEST:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

  
\_\_\_\_\_  
Mecca Fink, Mayor

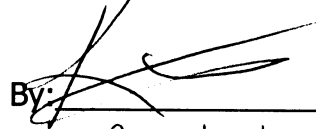
  
\_\_\_\_\_  
John Canada, Town Administrator

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Gary A. Poliakoff, Town Attorney

**LESSEE**

**Oak Park Stable and Carriage  
Company, a Florida corporation**

By:  \_\_\_\_\_ *Katherine Ridenour*

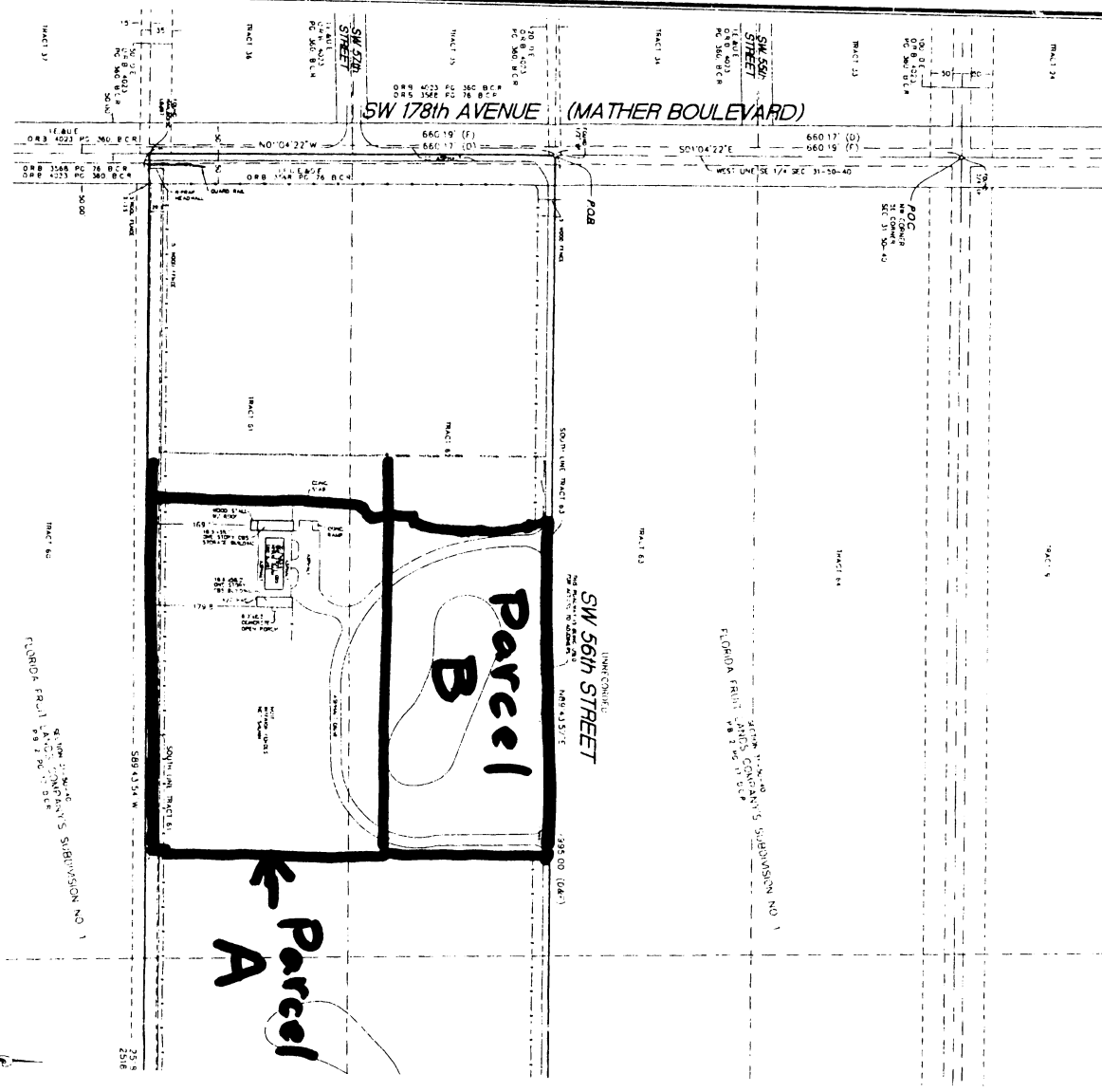
Title: President

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025 SECTION (AS SUBMITTED BY CLIENT)  
 THE TRACT OF PARCELS 29, 30, 31, 32, 33, 34 AND 35 OF SECTION 31, TOWNSHIP 26 SOUTH RANGE 40 EAST ACCORDING TO FLORIDA LAND LAMOR COMPANY'S SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK 2 PAGE 17 OF THE PUBLIC RECORDS OF HALL COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 31 RUN SOUTHWEST ALONG THE WEST LINE OF SAID SW 1/4 A DISTANCE OF 660.17 FEET TO A POINT OF BEGINNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID TRACT 83 A DISTANCE OF 195.5 FEET TO A POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID SW 1/4 A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID TRACT 32 AND AT A DISTANCE OF 250.0 FEET THENCE NORTHERLY ALONG THE WEST LINE OF SAID SW 1/4 A DISTANCE OF 660.17 FEET TO THE POINT OF BEGINNING.  
 SAID LANDS SITUATE, LING AND BEING IN BROWARD COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINING 1,921.689 SQUARE FEET (45,750 ACRES) MORE OR LESS



FLORIDA FRONTIERS COMPANY'S SUBDIVISION NO. 1

FLORIDA FRONTIERS COMPANY'S SUBDIVISION NO. 1

Parcel A

Parcel B