



AGENDA

Hardee County Economic Development Council Hardee County Industrial Development Authority

Commission Chambers 412 W. Orange Street, Room 102, Wauchula, FL 33873 Special

1/26/2021 8:30 AM

BOARD MEMBERS

Tommy Watkins, Chairman | Denise Grimsley, Vice-Chairman | Courtney Green | Calli Ward | Gene Davis | Justin Smith | Lee Mikell

- | | |
|-----------|--|
| Item I. | Call to Order |
| Item II. | Approval of Agenda |
| Item III. | Agenda Items |
| Item 3.1. | One Hope United Lease Termination Discussion |
| Item 3.2. | Property Worksheet Review with Lex Albritton |
| Item IV. | Adjournment |

LEASE TERMINATION AGREEMENT AND RELEASE

THIS AGREEMENT, effective this 27th day of January, 2021, is made by and between ONE HOPE UNITED, INC., an Illinois not for profit corporation with an address at 217 East Main Street, Wauchula, Florida, and HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and corporate of the State of Florida.

WHEREAS, HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY is the owner of real property located at 217 East Main Street, Wauchula, Florida (the "premises");

WHEREAS, ONE HOPE UNITED entered into a written lease with an effective date of August 1, 2020, a copy of which is attached hereto as Exhibit A, (the "lease") with the prior owner of the premises, which lease was assigned to HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY upon the closing of the purchase of the premises;

WHEREAS, the lease is for a term of August 1, 2020 to July 31, 2023 with rent payable on or before the first day of each month in the amount of \$1,350.00; and

WHEREAS, ONE HOPE UNITED is willing to voluntarily vacate said premises and agrees to early termination of the lease under the terms set forth herein.

NOW THEREFORE, for and in consideration of (a) the above recitals, (b) agreement of ONE HOPE UNITED to voluntarily vacate the premises on a date certain, (c) payment to ONE HOPE UNITED provided for herein, and (d) other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above-stated recitals are true and correct, and are incorporated herein by reference.
2. ONE HOPE UNITED hereby agrees to vacate and voluntarily terminate its occupancy of the premises effective March 1, 2021. ONE HOPE UNITED hereby relinquishes all rights, interests and possession in and to the premises effective March 1, 2021. ONE HOPE UNITED hereby waives and releases any and all claims or defenses it may have to any action for possession of the premises filed after March 1, 2021.
3. The parties hereto agree that the lease shall be terminated as of March 1, 2021, with no rent due for the month of March 2021, and further agree that this agreement operates as amendment to the term of the lease, whereby it amends paragraph 2 of the lease in its entirety to read: "Term: This lease will begin August 1, 2020 and end March 1, 2021. Tenant has no right to extension."
4. All personal property remaining in the premises after March 1, 2021 may be disposed of or destroyed at no risk of liability to HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, its directors, agents, representatives, successors, or assigns.
5. As consideration for full, complete, and timely performance by ONE HOPE UNITED of its obligations hereunder, HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY shall pay to ONE HOPE UNITED the total sum of \$18,200, payable in full on or prior to February 1, 2021.
6. The parties agree that this agreement is not intended nor shall it be construed as an admission of any wrongdoing or liability and that it shall not be admissible in evidence in any suit or proceeding whatsoever as evidence or admission of any liability.

7. Time is of the essence of this agreement.
8. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors, and assigns.
9. Subject to the limitations of s. 768.28, Florida Statutes, in the event that any legal action is necessary to enforce or interpret the terms and conditions of this agreement, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs, including expert witness and consultant fees and fees on appeal, incurred by such prevailing party.
10. This agreement shall be construed and governed by the laws of the State of Florida. In the event litigation arises out of this agreement, the parties agree proper and exclusive venue for any action shall be the courts in and for the Tenth Judicial Circuit, Hardee County, Florida.
11. This agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties with respect to all matters contained herein and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such amendment is set forth in writing and executed by all parties.
12. Each party agrees that it has had the opportunity for separate and independent legal counsel of its choice to review this agreement. Each party acknowledges that it has read this agreement and that it has a complete understanding of this agreement and its rights and obligations hereunder.
13. Each party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, execution, and delivery of this agreement.
14. The persons who are signing this agreement in a representative capacity on behalf of a party represent and warrant that they were duly authorized by action of the governing board of said party to execute this agreement on its behalf.
15. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
16. The parties understand that ONE HOPE UNITED must obtain alternative leasehold space to accommodate this agreement, and, therefore, it shall have three business days from execution of this agreement to enter into such alternative leasehold agreement. In the absence of timely notice from ONE HOPE UNITED to the HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY that it was unable to secure alternative space, this provision shall be forever waived. If notice is timely given, the agreement shall be void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed through their duly authorized representatives.

ONE HOPE UNITED, INC.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____

Name: Antwan Turpeau
Its: Chief Operating Officer

Date: _____, 2021

By: _____

Name: Thomas Watkins
Its: Chair

Date: _____, 2021

ATTEST:

ATTEST:

Name: _____

Name: _____