



EXHIBIT "C"

OFFICE OF THE PRESIDENT

Item 5.2.1

PRESENT TO BOARD: AUGUST 16, 2023

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: LEASE AGREEMENT – CATTLE GRAZING

Approval is requested to enter into a lease agreement between South Florida State College and Lester and Bunny Copeland for the use of the land lying within the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Section 30, Township 37 South, Range 25 East, Desoto County, Florida. The land will be used exclusively for cattle grazing. This lease will be for 1 year beginning on the Effective Date and terminating on December 31, 2023, and shall extend annually until termination.

**SUGGESTED MOTION:**

**Move to approve the lease agreement with Lester and Bunny Copeland as presented.**

## CATTLE GRAZING LEASE AGREEMENT

THIS CATTLE GRAZING LEASE AGREEMENT ("LEASE") is made and entered into this 1<sup>st</sup> day of August 2023 ("Execution Date"), by and between SOUTH FLORIDA STATE COLLEGE, ("LESSOR"), and BUNNY COPELAND and LESTER COPELAND, ("LESSEE"). LESSOR and LESSEE are referred to each individually as a "Party" and jointly as the "Parties".

WHEREAS, LESSOR desires to lease certain property to BUNNY COPELAND and LESTER COPELAND, and BUNNY COPELAND and LESTER COPELAND desire to lease that property from LESSOR, subject to the terms and conditions in this LEASE.

NOW, THEREFORE, in consideration of the mutual covenants and promises below, which the Parties acknowledge to be good and valuable consideration for their obligations under this LEASE, the Parties agree as follows:

1. Premises. LESSOR leases to BUNNY COPELAND and LESTER COPELAND, and BUNNY COPELAND and LESTER COPELAND leases from LESSOR, the following described real property situated in Desoto County, Florida ("Premises"):

A portion of: A parcel of land lying within the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Section 30, Township 37 South, Range 25 East, Desoto County, Florida, being more particularly described as follows:

See map attached as "Exhibit A"

2. Term. The term of this LEASE will be for 1 year beginning on the Effective Date and terminating on December 31, 2023 (the "Term") and shall extend annually until termination.

3. Rent. BUNNY COPELAND and LESTER COPELAND shall maintain the pasture and upkeep on fences for consideration.

4. Use. BUNNY COPELAND and LESTER COPELAND, its successors and permitted assigns, will use the Premises exclusively for cattle grazing.

5. Development of Premises. Premises will remain pastureland for cattle grazing.

6. Permits. LESSOR authorizes BUNNY COPELAND and LESTER COPELAND to make applications to the governmental entities having jurisdiction over the Premises for all permits required for use of the Premises for cattle grazing. LESSOR agrees to fully cooperate with BUNNY COPELAND and LESTER COPELAND in obtaining Permits including, without limitation, signing Permits, and LESSOR agrees to be bound by the terms and conditions of those Permits; provided, however, that LESSOR will not be required to incur any cost or expense in obtaining Permits. BUNNY COPELAND and LESTER COPELAND will not be obligated to pursue litigation to obtain any Permit and may abandon any Permit that it has applied for if, in BUNNY COPELAND and LESTER COPELAND'S sole discretion, BUNNY COPELAND and LESTER COPELAND determines that the terms or conditions for obtaining the Permit are too burdensome or economically prohibitive to accomplish. In the event (a) BUNNY COPELAND and LESTER COPELAND is unable to obtain all Permits necessary for the operation of the Premises as a pastureland for cattle grazing, (b) BUNNY COPELAND and LESTER COPELAND abandons any Permit

or Permit proceeding as provided in this LEASE, or (c) any Permit is revoked or is not renewed, which would in the reasonable opinion of BUNNY COPELAND and LESTER COPELAND make the pastureland impracticable, then, in any such event, BUNNY COPELAND and LESTER COPELAND may immediately terminate this LEASE and neither Party will have any further obligation or liability under this LEASE.

7. Repairs, Maintenance, and Surrender. LESSOR will not be called upon and will have no obligation to undertake the making of any repairs, improvements, or alterations to the Premises. BUNNY COPELAND and LESTER COPELAND will maintain the pastureland and fences, if any, situated on the Premises during the Term, in their existing condition as of the Execution Date, subject to reasonable wear and tear. BUNNY COPELAND and LESTER COPELAND agree that upon expiration or termination of this LEASE, BUNNY COPELAND and LESTER COPELAND will surrender the Premises to LESSOR in as good condition as on the date BUNNY COPELAND and LESTER COPELAND took possession of the Premises, ordinary wear and tear excepted.

8. Quiet Enjoyment. LESSOR covenants that, as long as BUNNY COPELAND and LESTER COPELAND performs its obligations under this LEASE, BUNNY COPELAND and LESTER COPELAND will have the right to quietly enjoy and use the Premises for the Term without interference from LESSOR or any parties claiming by, through, or under LESSOR, subject only to the provisions of this LEASE, which right of quiet enjoyment will extend to the right to possess the Premises during the Term. LESSOR retains for itself, its agents, and its legal representatives, at all reasonable times, the right to enter upon the Premises for the purpose of viewing or inspecting the Premises, but in so doing, LESSOR will not unreasonably interfere with BUNNY COPELAND and LESTER COPELAND operations.

9. Utilities. BUNNY COPELAND and LESTER COPELAND will pay all costs and expenses for gas, water, electricity, and all other utilities or services furnished to and used solely by BUNNY COPELAND and LESTER COPELAND during the Term, if any.

10. Alterations to the Premises. BUNNY COPELAND and LESTER COPELAND will have the right to make such alterations or additions to the Premises as BUNNY COPELAND and LESTER COPELAND deems necessary or useful for using the Premises for cattle grazing purposes, including, without limitation, fencing, cultivating and watering pastureland. Upon expiration or termination of this LEASE, all alterations or additions to the Premises made by BUNNY COPELAND and LESTER COPELAND will remain a part of the Premises as the property of LESSOR.

11. Liens. BUNNY COPELAND and LESTER COPELAND agree they will make full payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes, or other work done by or on behalf of BUNNY COPELAND and LESTER COPELAND to the Premises, and BUNNY COPELAND and LESTER COPELAND agrees to indemnify and hold harmless LESSOR from and against any and all such costs and liabilities incurred by BUNNY COPELAND and LESTER COPELAND, and against any and all mechanic's, materialman's, or laborer's liens arising out of or from such work or the cost of such work that may be asserted, claimed, or charged against the Premises.

12. Property Taxes and Assessments. LESSOR will pay all real property taxes and special or other assessments for public betterments or improvements that may be levied or assessed by any lawful authority against the Premises during the Term. BUNNY COPELAND and LESTER COPELAND shall be required to maintain the Premises in a manner consistent with a greenbelt exemption.

12.1 BUNNY COPELAND and LESTER COPELAND will be liable for all taxes levied or assessed against the personal property, fixtures, and equipment placed by BUNNY COPELAND

and LESTER COPELAND on the Premises.

12.2 Any property taxes or assessments for which BUNNY COPELAND and LESTER COPELAND may be liable under this LEASE and that are for any period of time that either commences prior to or ends after the Term will be prorated between LESSOR and BUNNY COPELAND and LESTER COPELAND on a per diem basis.

13. Remedies for Breach of Lease. If either LESSOR or BUNNY COPELAND and LESTER COPELAND fails to perform or breaches any terms or conditions of this LEASE and such default continues for 30 days after a written notice specifying the performance required has been given to the Party failing to perform, the Party so giving notice may, in addition to seeking any other remedy provided at law, file an action in a court of competent jurisdiction to terminate this LEASE or to compel performance of this LEASE. In the event of a non-monetary breach of this LEASE that cannot be reasonably cured within such 30-day period, then, so long as the breaching Party diligently commences and pursues such cure, such Party will have such additional period of time as may be reasonably required to cure such breach.

14. Force Majeure. If either Party is delayed or prevented from the performance of any act required under this LEASE by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, adverse weather, unusual delay in transportation, delay by the other Party, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), then upon written notice to the other Party, the performance of such act will be excused for the period of the delay and the period for the performance of such act will be extended for a period equivalent to the period of such delay. The Parties, however, will exercise good faith efforts to remedy any such cause of delay or cause preventing performance.

15. Insurance. BUNNY COPELAND and LESTER COPELAND shall obtain general, comprehensive liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate for injury to persons or damage to property on or about the Premises or incident to this LEASE. BUNNY COPELAND and LESTER COPELAND will also carry Worker's Compensation coverage as required by the laws of the State of Florida for each individual employed by BUNNY COPELAND and LESTER COPELAND at the Premises.

16. Notices. All notices required or contemplated by this LEASE will be in writing and will be effective when delivered in person or by United States certified mail, return receipt requested, addressed to the Party to whom such notice is directed at the following addresses:

To: BUNNY COPELAND and LESTER COPELAND  
Address: 1077 S.W. PINE CHAPEL DR. ARCADIA, FL. 34266  
Phone: 863-990-0531

To: LESSOR: South Florida State College  
600 West College Dr, Avon Park, FL 33825  
Phone: 863-784-7218

By giving at least 2 days prior written notice to the other Party, either Party may change its address for notices under this LEASE.

17. Severability. If any provision of this LEASE is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this LEASE will not be affected by such a determination.

18. Entire Agreement. This LEASE sets forth the entire understanding between BUNNY COPELAND and LESTER COPELAND and LESSOR and will not be changed, modified, or amended except by an instrument in writing signed by the Parties. This LEASE supersedes any prior agreement between the Parties concerning the Premises.

19. Sublease or Assignment. BUNNY COPELAND and LESTER COPELAND may not sublease any part of the Premises.

20. Termination. Notwithstanding anything herein to the contrary, the LESSOR and LESSEE have the right to terminate this LEASE at any time during the Term by providing 90 days advance written notice of termination to the other party.

21. Governing Law; Jurisdiction and Venue. This LEASE and all transactions contemplated by this LEASE will be governed by the laws of the State of Florida, without regard to any conflict of laws principles. Any action arising out of or relating to this LEASE will be brought exclusively in the state or federal courts in or for Desoto County, Florida. Each Party consents to the jurisdiction of such courts and waives any objection.

22. **WAIVER OF JURY TRIAL**. **THE PARTIES KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE.**

23. Attorneys' Fees and Costs. Each of the Parties will bear its own attorneys' fees and costs in connection with the negotiation and execution of this LEASE. In the event of any dispute regarding this LEASE, the prevailing Party will be entitled to recover all reasonable costs and expenses incurred by it in connection with the enforcement of this LEASE, including all reasonable attorneys' fees incurred at pre-trial and appellate levels.

24. Waiver. The failure of either Party to enforce any provision of this LEASE will not be construed to be a waiver of such provision.

25. Counterparts; Electronic Signatures. The Parties may sign any number of copies of this LEASE. Each signed copy will be deemed an original, but all of them taken together will constitute one and the same instrument. Facsimile signatures and other electronically scanned and transmitted signatures, including in portable document format (PDF), will be deemed originals for all purposes.

26. Recordation of Lease. LESSOR and BUNNY COPELAND and LESTER COPELAND agree not to record this LEASE.

IN WITNESS WHEREOF, the following duly authorized representatives of the Parties have executed this LEASE for and on behalf of the Parties as of the Execution Date.

Signed and delivered in the presence of:

June M Weyrauch  
Witness Signature

June M Weyrauch  
Print Witness Name

SOUTH FLORIDA STATE COLLEGE

By: Benny Copeland  
Name: Benny Copeland  
Title: DSDT chair

Taylor Massey  
Witness Signature

Taylor Massey  
Print Witness Name

Signed and delivered in the presence of:

Asen Matt  
Witness Signature

Asen Matt  
Print Witness Name

By: Benny Copeland  
Name: BUNNY COPELAND

Asen Matt  
Witness Signature

Asen Matt  
Print Witness Name

By: Lester Copeland  
Name: LESTER COPELAND