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Marion County

Health Department

Hello Chris

I have finally had a chance to review the agreement with the commissioners to review but I do have a few questions or changes that I think should be made, I will forward it on to them with my comments as well.

1. Consideration - I do not think that they should be allowed to go 90 days past due on rent. Rent should be paid on the due date, and if not paid within 14 days, considered past due and the lease terminated. The interest rate for the past due should be set also.
2. Notices - Do you have an address for the Holub kids that is separate from Dan's? I do not believe that he should be receiving any kind of notice.
3. Performance of Contract - I think the developers need to provide the County a letter of credit, surety bond or performance deposit that this is going to occur. I am mainly concerned with this being given to the County within 30 days of construction beginning, so that if they start and then don't finish the project we aren't stuck with having to complete it or tear it down at the County's expense. I also think the bond/money is necessary to restore any roads or rights of way that are torn up in the building process. It could all be release to them upon the completion of construction.
4. Insurance - I have reviewed the paragraphs used by Millford regarding insurance and think we need to do something along that line. I think that what you have should cover more. I can provide you with this if you need it.
5. Restoration - I don't know about the Lessee getting to chose if the County reimburses them. What happens if the lease is vacated or terminated by the County due to some failure by the Lessee to comply? I think this needs to be covered.
6. Applicable laws and regulations - I would like a paragraph containing language that they will follow all applicable state, federal and county laws for this type of business. Further that they will obtain all necessary license or permits.
7. Mortgages, etc. - if they should default on their mortgage, i think we need to talk about what happens to the improvements. The mortgagee should get the property but do they necessarily get the operating rights?
8. I think we need a paragraph that states they know the requirements of the lease and the need to correct any deficiencies. Further if they fail to comply within a certain time frame then the lease is going to be revoked by the County. I think provisions as to how and when this would occur need to be covered. I like the language in the Millford lease.
9. Closure, revocation, and relinquishment - again I think the 90 day for past due payment is too long.
10. Health and Safety. I would like it to state that if the Lessee has to take corrective action, that they have no claim against the county for it.
11. enviornmental protection - should there be language that the drainage systems put into place will not discharge anything into the lake and if so, they are responsible for clean up and correction.
12. Historic Preservation - I think that no historic markers, artifacts, etc. should be removed or disturbed. I don't know that there are any, but would like this covered.
13. If more then one Lessee is named in the lease, then the obligations should be joing and several.
14. Special Conditions - if they plan to add to the area or develop it further, then this should be reviewed by the County and Planning and Zoning

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15. A paragraph that says this is the some total of the lease, any modification has to be done in writing and signed by all parties, if one part of it is deemed invalid it does not make the whole agreement invalid.

Sorry I didn't get to this sooner, but have had several other things to review and draft for them. Let me know your thoughts.

Susan