

GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS

THIS LEASE AGREEMENT entered into as of the Effective Date herein provided, by and between CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "Lessor", and JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC., a Florida non-profit corporation, hereinafter referred to as "Lessee".

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings contained herein, the Ground Lease Agreement with Renewal Options herein granted to Lessee by Lessor, and the rents to be paid by Lessee to Lessor, the Parties hereto covenant and agree as follows:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee, subject to the agreements, covenants, conditions, restrictions and undertakings hereinafter set forth, that certain vacant real property located and lying situate within Pinellas County, Florida, ("Leased Premises" or "Premises") as more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD for the initial term and renewals thereof, upon the terms and conditions stated herein; and Lessor covenants and warrants that it holds unencumbered fee simple title to the Leased Premises, subject to conditions, reservations, restrictions and easements of record and any conditions identified herein or of which Lessee has knowledge at the inception of this Lease, if any; that it is authorized to enter into this lease.

2. Lease Term/Options for Renewal. The Term of this Lease shall be twenty-five (25) calendar years, commencing on the date of execution of this Lease Agreement and ending twenty-five (25) calendar years thereafter unless sooner renewed in accordance with this Section. Lessee is hereby granted an OPTION TO RENEW this Lease Agreement for up to three (3) successive additional periods of (5) years each, upon the same terms and conditions stated herein, on condition that Lessee shall notify Lessor, its successors or assigns, in writing not less than one (1) year in advance of the end of the Lease term (or the first additional option term) of Lessee's desire to exercise said Option and renew this Lease Agreement.

3. Annual Rental and Method of Payment.

(a) For the enjoyment and use of the Leased Premises referred to and described in Section 1 herein above, Lessee covenants and agrees to pay to the Lessor, without demand, rent as provided herein. Rent payments shall begin to accrue on the Effective Date of this Lease. Lessee covenants and agrees to pay annual rent, together with applicable Florida and/or Federal Sales Tax due thereon, (the "Annual Rent") in monthly installments to Landlord throughout the Term of this Lease as follows:

(i) For the first ten (10) years during which this lease remains in effect the Annual Rent shall be Zero Dollars (\$0.00).

- (ii) At the end of year ten (10), the Annual Rent shall be adjusted for years eleven (11) through seventeen (17) calculated to be an amount equal to fifty percent (50%) of the Market Rental Rate, as defined in Section 3(b).
- (iii) At the end of year seventeen (17), the Annual Rent shall be adjusted for years eighteen (18) through twenty-five (25) calculated to be an amount equal to one hundred percent (100%) of the Market Rental Rate, as defined in Section 3(b).

(b) Market Rental Rate Valuation. For purposes hereof, "Market Rental Rate" shall be computed by calculating a percentage/factor ("Percentage Factor") of the Fair Market Value, as mutually agreed to by the parties, or should the parties fail to agree to a Market Rental Rate as provided for in 3(c) below, Market Rental rate shall be as determined by two appraisals, required by section 3(c)(i) below. "Fair Market Value" shall mean the value of the unimproved Premises, taking into account: (i) the transaction is an "arm's length" transaction; (ii) the value of the property is for the land only; (iii) the value is determined as the Premises is currently being used; and (iv) the date of valuation. For example, using the Fair Market Value as of today at \$450,000.00, Annual Rent computed by using a Percentage Factor of nine percent (9%) (as per the current appraisal), multiplied by Lessee's payment obligation of fifty percent (50%) (as reflected in 3(a)(ii) above), the annual rent for years 11-17 would equal \$20,250.00 per year and \$40,500.00 per year for years 18-25 ($\$450,000.00 \times 0.09 = \$40,500$ multiplied by Lessee's payment obligation of 100%).

(c) Valuation. The parties shall meet at a mutually agreeable time and place, at least one hundred eighty (180) days prior to the rent adjustment date to present such evidence as either party desires in an effort to mutually and in good faith attempt to arrive at a mutually acceptable Fair Market Value and Percentage Factor. If the parties cannot so agree on a mutually acceptable Fair Market Value and Percentage Factor within ninety (90) days prior to the rent adjustment date, then either party, on written notice to the other, shall cause the matter to be submitted to appraisal, as follows:

(i) Two Appraisers. Within fifteen (15) days after giving written notice to the other party of its intention to have the matter submitted to appraisal, each party, at its own cost and by giving notice to the other party, shall appoint a qualified real estate appraiser who shall be a member of the Appraisal Institute and have at least ten years' full-time commercial appraisal experience in the commercial real estate industry within twenty (20) miles of the Clearwater, Florida area, to appraise and determine the fair market rental value. The two (2) appraisers shall independently, and without consultation, prepare a written appraisal of the fair market rental value within thirty (30) days. Each appraiser shall seal its respective appraisal after completion. After both appraisals are completed, the resulting estimates of the fair market rental value shall be opened by the Lessee and the Lessor and compared. If the values of the appraisals differ by no more than ten percent (10%) of the value of the higher appraisal, then the fair market value shall be the average of the two appraisals.

(ii) Three Appraisers. If the values of the appraisals differ by more than 10 percent (10%) of the value of the higher appraisal, the two (2) appraisers shall designate in writing a third appraiser meeting the qualifications set out in Section 1(a)(i) above. The third appraiser shall be a person who has not previously acted in any capacity for either party. The third

appraiser shall make an appraisal of the fair market value within thirty (30) days after selection and without consultation with the first two (2) appraisers. The fair market value shall be the value selected by the one of the two (2) appraisers that is closest, on a dollar basis, to the fair market value selected by the third appraiser. This determination of fair market value shall be binding and conclusive, and each party shall cause an amendment reflecting the adjusted rental rate to be executed.

(d) Costs. Each party shall pay the fees and expenses of its own appraiser, and fifty percent (50%) of the fees and expenses of the third appraiser.

4. Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Three Thousand Three Hundred Seventy-Five Dollars and xx/100 (\$3,375.00) as a security deposit (the "Security Deposit"). The Security Deposit (which shall not bear interest to Lessee) shall be considered as security for the payment and performance of the obligations, covenants, conditions and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Lease, or a measure of damages to which Lessor shall be entitled upon a breach of this Lease by Lessee or upon termination of this Lease. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Basic Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return pursuant to the terms of this Lease, and thereafter Lessor shall have no further liability for its return.

5. Use. Lessee shall utilize the Leased Premises for the sole purpose of the design, development and construction of a facility for Jolley Trolley/public transportation vehicle storage and all associated uses required for public transportation vehicles with related offices, as permitted by applicable law. Lessee may utilize the Leased Premises for other purposes only with express prior written consent of the Lessor, and any unauthorized use of the Leased Premises shall constitute a material breach and default, subject to the provisions of this Lease. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Leased Premises, or any portion thereof, and to the right of the Lessor to grant such additional easements and rights of way over, across, in, and upon the Leased Premises as the Lessor shall determine to be in the public interest, provided that any such additional easement or right of way shall not unreasonably interfere with Lessee's right of peaceful occupancy of the Leased Premises. Lessee shall keep the Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests, at all times. Lessee shall not (a) use or maintain the Premises in such a manner as to constitute an actionable nuisance to Lessor or any third party, or (b) commit or permit waste of the Premises.

6. Improvements. Lessee shall, at its expense, design and construct on the Leased Premises, a building which is intended to accommodate storage facilities for Lessee's Jolley Trolley vehicles, with associated offices and appurtenances (collectively, the "Improvements"). Lessee shall be responsible for the construction of all infrastructure necessitated by its' use of the

Leased Premises. It is mutually agreed and understood that the Improvements do not include Lessee's equipment or other personal property which may be placed within the Improvements or on the Premises. Construction of the Improvements shall occur after the Effective Date. Lessee covenants and agrees to submit initial engineering site plans and specifications for its Improvements (the "Plans") to Lessor or such other designee of Lessor, for prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall commence construction within Eighteen (18) months of the Effective Date. "Commence Construction" shall be defined for this purpose as meaningful vertical construction of the Improvements. It is expressly agreed that should said construction not be commenced within said period, Lessor shall have the option to terminate this Lease, effective upon the last day of said Eighteen (18) month period. Notwithstanding the previous sentence, the construction of the Improvements shall be completed with a Certificate of Occupancy granted within twenty-four (24) months of the Effective Date or Lessor may terminate this Lease effective upon the last day of the twenty-four (24) month period. Such termination shall be deemed a voluntary termination and subject to the forfeiture as set forth in Section 26. Said construction and improvements shall meet all applicable federal, state, county and local laws, ordinances, codes and regulations, and all plans and specifications therefor shall be subject to prior approval by the applicable Building and Zoning Departments.

Notwithstanding the foregoing, Lessee shall be entitled to expand and/or alter existing improvements of the Leased Premises so long as Lessee complies with the provisions of this Section 6 with respect to such expansions or alterations. Such Plans shall include, without limitation, any site plans, floor plans, and elevations. The Improvements shall be completed in compliance with applicable law, in a good and workmanlike manner, by licensed contractors with appropriate building permits.

7. Ownership of Improvements. Lessee shall have legal title to all buildings and improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Leased Premises by Lessee during the term of this Lease. Upon the expiration, or termination under the provisions of this Lease, title to all permanent buildings and improvements constructed on the Leased Premises and any fixtures attached thereto shall vest in the Lessor. All personal property installed within the Improvements or otherwise located on the Leased Premises may be removed by Lessee, provided that said removal is accomplished prior to the expiration of the lease term without damage to the Improvements. Lessee, at its own expense, shall repair any damage which may be caused by such removal. Lessee's right to remove said personal property shall not be construed to include removal of support equipment or fixtures such as air conditioning, base electrical service, or plumbing, which would customarily be provided within such a structure.

8. Interest of Lessor Not Subject to Liens. The ownership interest of the Lessor in the Leased Premises shall not be subject to liens for improvements or construction made by Lessee to or on the Leased Premises. Lessee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of Lessor in the Leased Premises. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Lessee with respect to the Leased premises or any part thereof, are hereby charged with notice that they must look to Lessee to secure payment of any bill for work done or material furnished or for any other purpose during the term of this lease. If Lessee causes or

permits any such lien to be so recorded, filed, claimed, or asserted, Lessee shall cause the same to be released or discharged within thirty (30) days thereafter. If Lessee shall breach the foregoing covenant, Lessor may cause said lien to be released of record by bonding or payment or any other means available. Lessee shall pay Lessor all sums paid plus costs, including reasonable attorneys' fees incurred by Lessor in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LESSOR, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING LESSEE ANY RIGHT, POWER, OR AUTHORITY TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE IMPROVEMENTS OR LESSOR'S INTEREST IN THE PREMISES. LESSEE SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE PREMISES ON BEHALF OF LESSEE THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LESSOR IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY LESSEE, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LESSOR IN AND TO THE PREMISES, THE IMPROVEMENTS, OR ANY PORTION THEREOF. IN ADDITION, LESSOR SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LESSOR SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LESSOR AND THE PREMISES FROM ANY SUCH LIEN. LESSEE AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

9. Bond Requirement. Prior to the commencement of any construction on or improvement of the Leased Premises, the Lessee or Lessee's Contractor shall execute a performance and payment bond in an amount sufficient to cover one hundred percent (100%) of the costs of such construction or improvement with a Surety Insurer authorized to do business in Florida as Surety therefor. Such Bond shall be in a form acceptable to Lessor and shall be conditioned that Lessee or Lessee's Contractor perform the work or contract in the time and manner prescribed in this Lease and promptly make payment to all contractors, sub-contractors, sub-contractors and their materialmen and suppliers whose claims derive directly or indirectly from the prosecution of the work provided for in this Lease.

10. Pledge of Leasehold Interest. The Lessee shall have the right to mortgage, create a security interest in or pledge its leasehold interest in this Lease Agreement, upon written notice to Lessor. Lessee may encumber and assign this Lease in favor of its lender in order to obtain financing for Lessee improvements. Lessee may enter into a collateral assignment of lease with its lender without prior written consent of Lessor. The holder of any mortgage lien upon, security

interest in, or of any pledge of, this Lease Agreement and the holder of any portion of the Lessee's leasehold interest herein granted (and anyone claiming by, through or under such holder or such security interest or pledge) shall not acquire any greater rights hereunder than the Lessee has and is subject to all rights and interests of Lessor herein, none of which terms, covenants, conditions or restrictions is or shall be waived by Lessor by reason of Lessor's granting the right to create a security interest or to allow Lessee to pledge its leasehold interest in this Lease, except as expressly provided herein; and no such holder or claimant shall become entitled to a new Lease Agreement in the event of the termination of this Lease Agreement; nor shall such person become entitled to a new Lease Agreement in the event of the Lessee's failure to exercise any option to extend this Lease Agreement. Any such mortgage, security interest or pledge shall be subject to all the agreements, terms, covenants, and conditions of this Lease. Further, no mortgage or security interest created in the leasehold interest granted in this Lease Agreement and no assignment thereof shall be binding upon the Lessor in the enforcement of its rights under this Lease Agreement, nor shall the Lessor be deemed to have any notice thereof, until a fully conformed copy of each instrument affecting such mortgage or security interest, in a form proper for recording, shall have been delivered to the Lessor by certified United States Mail.

11. Lessee Financing. The temporary and permanent mortgage financing to be procured by the Lessee which may consist of one or more mortgages, shall make provisions for interest and amortization payments which shall be the sole responsibility of the Lessee. The Lessor will cooperate with the Lessee in the obtaining of such mortgages and will execute any instrument reasonably required in connection therewith; provided, however, that the Lessor may cause its nominee to execute any and all such instruments, each of which shall expressly provide that the mortgagee or payee, as the case may be, will not look to the Lessor for the payment of any indebtedness of Lessee, and provided further that any instrument so executed by the Lessor shall expressly provide that the mortgagee or payee, as the case may be, shall look solely to the security of the leasehold or personalty rights of the Lessee for the payment of indebtedness and shall not seek to collect the indebtedness from or obtain a deficiency judgment against the Lessor. All costs, fees, title insurance charges, recording fees, taxes, and legal fees incurred or payable in connection with such mortgage or other instrument, or any action, suit or proceeding based thereon, shall be paid by the Lessee. The Lessee's interest in this Lease shall be encumbered only by a mortgage or mortgages obtained by the Lessee in accordance with this Section 11. If required by Lessee's Lender in order to obtain financing, Lessor shall execute and deliver to Lessee a subordination, non-disturbance and attornment agreement ("SNDA") which is reasonably acceptable to Lessor, to the extent of Lessee's LEASHOLD INTEREST ONLY, within fifteen (15) business days after Lessee's reasonable request.

12. Lease Contingency. Notwithstanding anything to the contrary contained herein, the effectiveness of this Lease is subject to approval of Improvement costs, to the reasonable satisfaction of Lessee. Upon receipt of Improvement construction estimate from Lessee's architect or contractor, Lessee shall have the one-time option to terminate this Lease if the Improvement costs exceed financing or make the improvements financially unaffordable (the "Termination Option"). Lessee may exercise the Termination Option by delivery of written notice to Lessor within thirty (30) days after the date on which such architect or contractor's estimate is delivered to Lessee. Upon termination, Rent shall be apportioned as of the date of the written notice.

13. Subordination and Attornment. This lease and the rights of the Lessee hereunder are hereby made subject and subordinate in all respects to all bona fide mortgages now or hereafter placed upon the said premises by the Lessor, including increases, renewals, modifications, extensions, supplements, consolidations and replacements thereof; however, that such mortgages will not cover any building, equipment and furniture or furnishings on the premises owned by the Lessee. If required by Lessor, Lessee shall execute and deliver to Lessor any instrument that Lessor or mortgagee under any mortgage may request to evidence subordination, which is reasonably acceptable to Lessee within fifteen (15) business days after Lessor's reasonable request.

If any Mortgagee or any successor or assignee thereof, or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Lessor under this Lease, then upon their request, Lessee shall attorn to such Mortgagee, successor, assignee or purchaser as Lessee's landlord under this Lease. Lessee shall, within fifteen (15) days following request by such Mortgagee, successor, assignee, or purchaser, sign, acknowledge and deliver any instrument that such Mortgagee, successor, assignee, or purchaser requests to evidence the attornment.

14. Conformity to Law. Lessee, at its expense, shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the Leased Premises.

15. Non-Discrimination and Affirmative Action Covenants. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any facilities located thereon; (b) In the construction of any improvements on, over, or under said Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess said Leased Premises and the facilities thereon.

16. Licenses and Permits: Lessee shall be responsible for obtaining, at its own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of business on the Leased Premises.

17. Taxes. Lessee shall be responsible for the payment of any and all County tangible/personal property taxes or other taxes, Florida State Sales Taxes, Federal Income Taxes, withholding and Social Security, general and special assessments, and real property ad valorem taxes or other fees that are levied upon the Leased Premises, including but not limited to the land, any buildings, improvements or personal property thereon owned by the Lessee, or upon the leasehold estate conveyed by this Lease. Lessee's failure to timely pay taxes on or before the date when the same shall be considered delinquent and shall be deemed a default. Upon written request, Lessee shall provide Lessor with evidence of the payments of such taxes or fees.

18. Maintenance and Repairs. During the Lease term, Lessee, at its own expense, shall keep and maintain the entire Leased Premises and all buildings, fixtures and improvements thereon in good and sanitary order, condition and repair, and upon expiration or termination hereof, Lessee shall surrender and deliver up to the Lessor the Leased Premises and all buildings, fixtures and permanent improvements thereon in good and usable condition, ordinary wear and tear excepted.

19. Indemnification. Lessee agrees to indemnify and hold harmless and defend the Lessor from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon Lessor for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the Leased Premises, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Lessee, its agents, employees, invitees, subcontractors, or any other person or party except to the extent such injury or damage shall have been occasioned by the sole negligence of the Lessor. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of liability to which Lessor is entitled under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

20. Insurance. Lessee shall procure, pay for and maintain during the term of this Lease insurance as required herein.

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Lessee with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of

claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- e. **Pollution Liability Insurance Coverage**, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Lessee (and any subcontractors, representatives, or agents) involved in the work/transport in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- f. **Builder's Risk** to equally protect the interests of the Lessor, Lessee, contractors and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by the Owner. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Owner's interest in the project ceases, or the project is accepted and insured by the Owner.

Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary

date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Lessee will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the all policies unless inapplicable. In addition, when requested in writing from the City, Lessee will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Risk Manager
Risk Department
P.O. Box 4748
Clearwater, FL 33758-4748

- b. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Lessee's insurance as outlined above shall be primary and non-contributory coverage for Lessee's negligence.
- d. Lessee reserves the right to appoint legal counsel to provide for the Lessee's defense, for any and all claims that may arise related to the Lease, work performed under this Lease, or to Lessee's design, equipment, or service. Lessee agrees that the City shall not be liable to reimburse Lessee for any legal fees or costs as a result of Lessee providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Lessee's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

Lessee agrees that Lessor shall have the right, exercisable on ninety (90) days prior written notice to Lessee, to require Lessee, on or after the fifth (5th) anniversary of the Effective Date, and at five-year intervals thereafter, to increase or decrease the monetary limits of such policy or policies; provided, however, that Lessor shall not require Lessee to increase such monetary limits beyond prevailing City of Clearwater requirements for similar ground lease situations.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or the City's Self-Insured Retentions of whatever nature.

All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage

that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the Premises hereby leased or any part of the Improvements or any loss or damage resulting to the Lessee or its property from bursting, stopped up or leaking water, gas, sewer or steam pipes unless the same is due to the negligence of the Lessor, its agents, servants or employees.

21. Casualty Damage.

Subject to the provisions of this paragraph, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Lessee shall proceed with reasonable diligence to rebuild or repair the Improvements on the Premises to substantially the condition in which they existed prior to such Casualty. If the Improvements are to be rebuilt or repaired in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably in proportion to the area damaged. Lessee's obligation to rebuild and repair shall in any event be limited to restoring the Premises to substantially the same condition as existed immediately prior to the Casualty.

Lessee shall have the right, at its option, to terminate this Lease in the event of a Casualty that (i) is reasonably anticipated to prevent Lessee from conducting its business in the Premises for 180 days or more, or (ii) occurs during the last 24 months of the Term. Lessee shall give Lessor written notice of its intent to terminate this Lease within 60 days after the date of the Casualty. If the Lease is terminated by Lessee pursuant to this paragraph, the Rent shall be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Lessee shall not be obligated to rebuild or restore the Improvements.

All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Lessee for the purpose of rebuilding or repairing the Improvements, unless Lessee terminates this Lease pursuant to this Section, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements shall be paid to and be the property of Lessor, and (b) all insurance proceeds paid as a result of any Casualty damage to the Lessee Equipment shall be paid to and be the property of Lessee. Lessor and Lessee shall jointly adjust, collect and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

22. Sublease and Assignment. Lessee shall not assign Lessee's interest in this Lease, including by operation of law, nor sublet any portion of the Leased Premises without the prior written consent of the Lessor. A consent to or acquiescence in one assignment or subletting by the Lessor shall not be deemed a consent to or acquiescence in any subsequent assignment or subletting. Any such assignment or subletting without such prior written consent shall constitute a material breach of this Lease and shall be considered a default by Lessee. Lessor agrees that such consent to assignment or subletting shall not be unreasonably withheld or delayed. No sublease shall release Lessee from its obligations under this Lease.

23. Inspection of Leased Premises. For the purpose of inspection, Lessor hereby reserves the right to enter upon any part of the Leased Premises or any construction thereon at

any time during normal hours of business. In the event of an emergency, Lessor or Lessor's agents shall have the right to enter the Premises without notice and at any time, without being accompanied by Lessee's representative. Lessor agrees to take all reasonable steps to minimize any interference with Lessee's business operations as a result of such entry.

24. Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated. No waiver by Lessor at any time of any of the terms or conditions of the Lease, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

25. Default; Termination by Lessor; Holding Over. In the event that (i) the Lessee shall file a voluntary petition in bankruptcy, or (ii) proceedings in bankruptcy shall be instituted and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or (iii) a Court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or (iv) a receiver of the Lessee's assets shall be appointed; or (v) the Lessee becomes in default in the performance of any covenant, term, or condition on its part to be performed or fulfilled as provided for in this Lease; or (vi) the Lessee sells or attempts to sell (without the consent of the Lessor) the Leased Premises hereunder or any fixtures or improvements or buildings thereon; then, in any such event, the Lessor shall notify the Lessee in writing of such default, and the Lessee shall correct such default within thirty (30) days after receipt of such notice in all instances, except payment of rental money which shall be payable within fifteen (15) days after receipt of such notice from Lessor. If the Lessee fails to correct any default within said period, then Lessor shall notify the holder of any mortgage on the Leased Premises or holder of a security interest in or collateral assignment of this Lease (a "Mortgagee"), and such Mortgagee shall have a period of thirty (30) days in which to remedy such default by Lessee. If both the Lessee and the Mortgagee fail to correct said default within said time period, then Lessee shall become immediately a Lessee-at-sufferance in accordance with Florida law, and Lessor may re-enter and retake possession of said Leased Premises, fixtures and buildings, in which event this Lease shall be terminated; or the Lessor may, at its option, exercise any and all other rights and remedies it may have under the laws of the State of Florida.

The Parties agree and intend that anyone having perfected a security interest in the Lessee's leasehold interest granted herein in accordance with the provisions of Section 10 hereinabove shall also have the right to correct any defaults in the manner specified herein. The Parties therefore agree that Notices of Default as hereinabove set forth will be sent to any holder of a perfected security interest who has confirmed same in writing to the Lessor prior to Lessor's having obtained or received notice of Lessee's default pursuant to this Section.

23. Municipal Purpose. Lessor, at its option, may terminate this Lease in the event the Clearwater City Council determines at a duly constituted City Council meeting that the Leased Premises are needed for other municipal purposes and serves the Lessee with twelve (12) months written notice of such intended use. Lessor shall provide Lessee with written notice of any City Council meeting or public hearing at which the termination of this Lease will be

discussed or placed on the agenda for consideration. Written notice shall be provided to Lessee no less than fifteen (15) days prior to said meeting or hearing. By way of example and not limitation, budgetary concerns or shortfalls shall be considered municipal purpose. Provided however, if Lessor shall terminate the Lease under this Section, Lessee shall be entitled to recover from Lessor, as full compensation for all damages for loss of the investment and bargain and not as a penalty, a sum which, at the time of such termination of this Lease, represents the present value of the Lessee's improvements. Such present value shall be computed at the fair market value. Fair market value shall be determined as follows:

(i) Two Appraisers. Within thirty (30) days after giving written notice to Lessor of its intention to terminate the Lease under this Section, each party, at its own cost and by giving notice to the other party, shall appoint a qualified real estate appraiser who shall be a member of the Appraisal Institute and have at least ten years' full-time commercial appraisal experience in the commercial real estate industry within twenty-five (25) miles of the Pinellas County area, to appraise and determine the fair market value. The two (2) appraisers shall independently, and without consultation, prepare a written appraisal of the fair market value within fifteen (15) days. Each appraiser shall seal its respective appraisal after completion. After both appraisals are completed, the resulting estimates of the fair market value shall be opened by Lessor and Lessee and compared. If the values of the appraisals differ by no more than ten percent (10%) of the value of the higher appraisal, then the fair market value shall be the average of the two (2) appraisals.

(ii) Three Appraisers. If the values of the appraisals differ by more than ten percent (10%) of the value of the higher appraisal, the two (2) appraisers shall designate in writing a third appraiser meeting the qualifications set out in Section 1(a)(i) above. The third appraiser shall be a person who has not previously acted in any capacity for either party. The third appraiser shall make an appraisal of the fair market value within fifteen (15) days after selection and without consultation with the first two (2) appraisers. The fair market value shall be the value selected by the one of the two (2) appraisers that is closest, on a dollar basis, to the fair market value selected by the third appraiser. This determination of fair market value shall be binding and conclusive.

(iii) Costs. Each party shall pay the fees and expenses of its own appraiser, and fifty percent (50%) of the fees and expenses of the third appraiser.

Holding Over. In the event Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall be deemed to be occupying the Premises as a Lessee at sufferance, at a monthly Base Rent rate, payable in advance, equal to 125%, for the first 90 days, and 200%, thereafter, of the monthly Base Rent rate payable during the last month of the Term, and Lessee shall further be bound by all of the conditions, provisions, and obligations of this Lease to the extent applicable to a tenancy at sufferance.

26. Interest on Delinquent Payments. All payments, rental or otherwise, required to be made to the Lessor hereunder shall bear interest at the maximum rate permitted by law, per year, from the date due to date of payment. Said interest shall be calculated on a daily basis. In

the event Lessee gives Lessor a bad check, there shall be an additional charge of the actual amount Lessor incurs related to same. All late charges and bad check charges shall be considered as Additional Rent. All other monetary sums payable by Lessee as prescribed by other provisions of this lease are likewise considered as Additional Rent. Notwithstanding Lessor's right to charge and collect late charges and bad check charges, nothing herein shall be deemed to waive Lessor's right to enforce other provisions of this lease including, but not limited to, Lessor's right to consider this lease in default, as described herein.

27. Concurrent Remedies. In addition to the rights, remedies and powers herein granted, the Lessor may exercise concurrently any or all other rights, remedies and powers available to it under Florida law.

28. Voluntary Termination and Forfeiture. If the Lessee shall notify Lessor in writing of Lessee's desire to surrender and vacate the Leased Premises and terminate this Lease, notwithstanding any other provision in this Lease, and the Lessee is not then in default, the Lessor, by notice in writing transmitted to the Lessee within thirty (30) days after Lessee's notice, may, at its option, declare the Lessee's interest under this Lease ended and without further force and effect on a date to be specified by Lessor, which date shall not be more than three (3) months from the date of Lessee's notice. Thereupon, an amount equal to the Annual Rental Amount for the next three (3) months, plus any late charges, payments or interest then due hereunder, shall become immediately due and payable, and on such termination date the Lessor is authorized to re-enter and re-possess the Leased Premises and the buildings, improvements and fixtures therein, either with or without legal process, and the Lessee covenants and agrees to pay all amounts due, and surrender and deliver up said Leased Premises and property, as may be improved, peaceably, to said Lessor on or before the date specified in said notice from Lessor.

In the event of such voluntary termination, the Lessee shall have no claim whatsoever against the Lessor by reason of improvements made upon or personal property affixed to the Leased Premises, rents paid or from any-other cause whatsoever, but Lessee may remove its equipment and trade fixtures.

Until the construction, referred to in Section 6 above is substantially completed, the provisions of this Section shall not be construed so as to divest the Lessor of any right, remedy or power which it may otherwise have under this Lease. However, after substantial completion of the construction, upon any such request to surrender and vacate by Lessee and subsequent termination by Lessor, then in such event, Lessee shall forfeit all such improvements and its leasehold interests in accordance with Section 7 above, together with any and all monies on deposit with or due and payable to Lessor hereunder and the amount due under this Section, and the same shall constitute liquidated damages, which shall not be construed as a penalty, but as settlement of all claims by Lessor against Lessee.

29. Nonwaiver; Abandonment. The Lessee covenants that no surrender or abandonment of the Leased Premises or of the remainder of the term herein shall be valid unless accepted by the Lessor in writing. The Lessor shall be under no duty to re-let the Leased Premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the Leased Premises by the Lessee. Upon the Lessee's abandonment or surrender or attempted abandonment or attempted surrender of the Leased Premises, the Lessor

shall have the right to re-enter and retake possession of the Leased Premises or any part thereof, and such re-entry and retaking of possession shall not constitute an acceptance of the Lessee's abandonment or surrender thereof.

30. Indemnity Against Costs and Charges. The Lessee shall promptly pay to the Lessor all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the Lessor by reason of the Lessee's default under the provisions of this Lease. Any sums due the Lessor under this Section shall constitute a lien against the interest of the Lessee in the Leased Premises and all its property, including personal property, situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said Leased Premises and property

31. Notices. Whenever notification or notice is required hereunder, such notice shall be sufficient if given in writing, (a) by certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to the addresses as follows or such address as Lessor or Lessee shall hereafter designate in writing. Notice hereunder shall be effective when received.

Lessor: City Manager
City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758-4748

With a copy to: City Attorney
City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758-4748

Lessee: Rosemary Windsor
410 N Myrtle Ave.
Clearwater, Florida 33755

With a copy to: Brian Aungst, Esq.
Macfarlane Ferguson & McMullen
625 Court Street
Clearwater, Florida 33756

Upon receipt of a Certificate of Occupancy, Lessee's address shall be the leased Premises. Any party hereto may change its notice address upon written notice to the other party in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

32. Time of Essence. With respect to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

33. Environmental -EXISTING ENVIRONMENTAL IMPACTS

Lessee acknowledges that it has received and has reviewed the Phase I Environmental Site Assessment Report, Overbrook Avenue Parcel, West Portion of 1720 Overbrook Avenue, Clearwater, Pinellas County, Florida, March 2010, prepared by Cardno for the Premises (“Phase I ESA”). The Premises was the subject of an environmental investigation in 2004-05, the results of which are presented in the Site Assessment Report, City of Clearwater, 2.9-Acre Greenspace Property (Western Portion of the Former Central Florida Used Auto Parts Site), Clearwater, Pinellas County, Florida, December 2005, prepared by TBE Group (“SAR”). The SAR is included as an attachment to the Phase I ESA. The SAR and other information relevant to the 2004-05 site assessment activities at the Premises can be found by contacting the Florida Department of Environmental Protection (“FDEP”) Southwest District Office and referencing FDEP Site Number COM_213894.

Lessee also acknowledges that it has had the opportunity to perform soil and groundwater sampling on the Premises prior to the execution of this Lease and that the results of such work are described in the Limited Soil and Groundwater Assessment, Clearwater Fire and Rescue Land, 1720 Overbrook Avenue, Clearwater, Pinellas County, Florida, prepared by Universal Engineering Sciences and dated October 30, 2019 (“UES Report”).

Certain unimproved real property located immediately to the west of the Premises was also the subject of an environmental investigation in 2004-05, the results of which are presented in the Site Assessment Report, City of Clearwater, Wolfe Property, Clearwater, Pinellas County, Florida, October 2005, prepared by TBE Group (“Wolfe Property SAR”). The Wolfe Property SAR is included as an attachment to the Phase I ESA. The Wolfe Property SAR and other information relevant to the 2004-05 site assessment activities at the Wolfe Property can be found by contacting the FDEP Southwest Florida District Office and referencing FDEP Site Number COM_259684.

Lessee acknowledges that it has reviewed the SAR, Wolfe Property SAR, and UES Report and is aware that soil and groundwater impacts are present on the Premises and on the Wolfe Property, as described in the SAR, Wolfe Property SAR, and UES Report. The soil and groundwater impacts described in the SAR, Wolfe Property SAR, and UES Report are hereafter referred to as “Existing Environmental Impacts.”

Lessee acknowledges that it has made, or has had an opportunity to make, a thorough and complete inspection of the Premises as necessary to fully inform itself of the condition and suitability of the Premises for Lessee’s Use, subject to the terms and conditions of this Lease. Lessee is leasing the Premises in its physically “as is” condition, with the Existing Environmental Impacts present on the Premises and on the adjacent Wolfe Property. Lessee shall take no action that results in a release of any Hazardous Substances present in the Existing Environmental Impacts or that exacerbates or increases the threat that the Existing Environmental Impacts present, as of the date of this Lease, to human health or the environment. The terms “release” and “Hazardous Substances” are defined in Section 32 below.

If otherwise required by law, Lessor shall have access to the Premises to perform any additional site investigation and/or rehabilitation or remediation activities necessary to comply with any demands by FDEP, the United States Environmental Protection Agency ("USEPA"), or any third party; provided, however, Lessor shall take such steps as are necessary or appropriate to minimize the interference with Lessee's use of the Property as otherwise permitted in this Lease.

Subject to Lessee's compliance with its obligations under this Lease and except as otherwise provided in Section 33 below, Lessee shall have no liability for the Existing Environmental Impacts. Lessor its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all damages, including the cost of remediation (but excluding loss of business, loss of profits or other consequential damages), which result solely from the Existing Environmental Impacts; provided, however, Lessor shall have no obligation to indemnify, defend, reimburse and hold Lessee, its employees and lenders harmless from any damages that result from any action taken by Lessee that results in a release of any Hazardous Substances present in the Existing Environmental Impacts or that exacerbates or increases the threat that the Existing Environmental Impacts present, as of the date of this Lease, to human health or the environment. Lessor's obligations, as and when required by the Environmental Law, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. Lessee shall have no obligation to remediate, clean up, monitor, abate, or to comply with any law regarding, or to reimburse, release, indemnify, or defend Lessor with respect to any Existing Environmental Impacts which now or hereafter become regulated by any governmental authority or agency thereof and which Lessee has taken no action that results in a release of any Hazardous Substances present in the Existing Environmental Impacts or that exacerbates or increases the threat that the Existing Environmental Impacts present, as of the date of this Lease, to human health or the environment.

34. Environmental -HAZARDOUS SUBSTANCES/ENVIRONMENTAL INDEMNITY

A. Lessee's Use and Storage of Hazardous Substances.

i. During the Term, Lessee shall not use, generate, place, store, release or otherwise dispose of Hazardous Substances on the Premises, except in accordance with all Environmental Laws. Notwithstanding anything to the contrary contained in this Lease, Lessor acknowledges and agrees that Lessee shall have the right to use and store on the Premises in Lessee's ordinary course of business Hazardous Substances in accordance with Environmental Laws, including, but not limited to, varnish, turpentine, paint, paint thinner, motor oil storage, antifreeze storage, diesel exhaust fuel, transmission fluid storage, freon, hydraulic fluid, tool oils, WD-40, brake and caliper grease, brake parts cleaner, throttle body cleaner, CRC battery cleaner, insecticide, Liquid Plumber, multi-purpose surface and window cleaners, vehicle cleaner, 134A Freon, coil cleaner, disc brake cleaner, sea foam motor treatment, Assault cleaner/degreaser, aluminum cleaner, mass air flow sensor cleaner, freeze a/c flush, refrigerant oil, propane, two 500-gallon storage tanks for gasoline, and two 500-gallon storage tanks for diesel fuel.

ii. Lessee shall obtain and maintain any and all necessary government permits, licenses, certifications and approvals required or appropriate for the use, handling, storage, and off-site disposal of any Hazardous Substances used, stored, generated, or handled by Lessee on the Premises. Lessor shall have a continuing right, without obligation, to require Lessee to obtain, and to review and inspect any and all such permits, licenses, certifications and approvals, together with copies of any and all Hazardous Substances management plans and programs, any and all Hazardous Substances risk management and pollution prevention programs, and any and all Hazardous Substances emergency response and employee training programs respecting Lessee's use or storage of Hazardous Substances at the Premises. Upon request of Lessor, Lessee shall deliver to Lessor, a narrative description explaining the nature and scope of Lessee's activities involving Hazardous Substances and showing, to Lessor's satisfaction, its compliance with all Environmental Laws and the terms of this Lease.

iii. Lessee shall promptly provide Lessor with copies of all correspondence, reports, Notices (as hereinafter defined), orders, findings, declarations and other materials relevant to Lessee's compliance with applicable Environmental Laws as they are issued or received by Lessee.

iv. In the event of Lessee's failure to comply in full with the foregoing provisions, Lessor may, at its sole and absolute discretion, perform any and all of Lessee's obligations in this Section 32. All reasonable costs and expenses incurred by Lessor in the exercise of this right shall be deemed to be additional rent payable on demand and with interest, at the highest rate authorized by law, until payment is made. Such costs and expenses include but are not limited to state agency fees, engineering fees, investigation and cleanup costs, any penalties assessed by any governmental authority based on Lessee's failure to comply with Environmental Laws, filing fees and suretyship expenses, and associated attorneys' fees and expenses.

B. Environmental Indemnity. Without limiting Lessee's obligations under any other provision of this Lease, Lessee and its successors and assigns shall hereby indemnify, defend, protect, and hold the City of Clearwater, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to Lessor's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Premises, or any portion thereof, and injuries to persons, property or natural resources, arising out of Lessee's breach of any provision (or representation, warranty, or covenant) contained in this Section 32, or in Section 30 above, arising from, out of, in connection with, or as a consequence, directly or indirectly, of the release or presence of any Hazardous Substances (excluding, except as otherwise provided in Section 30, the Existing Environmental Impacts) on, in, or beneath the Premises or that may have migrated from the Premises to any adjacent lands, air or water, which first occurs during the Term of this Lease, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Lessee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, rehabilitation, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required

plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Lessor's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Lessor by reason of any violation of any applicable Environmental Law which occurs, or has occurred, upon the Premises during the Term of this Lease, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Lessee shall comply with all Environmental Laws throughout the Term of this Lease, as the same may be extended by law or agreement of the parties. Lessee hereby covenants and agrees that all obligations of Lessee under this Section 32 shall survive any termination of the Lease, it being further understood and agreed that the rights of Lessor under this Section 32 shall be in addition to any other rights and remedies under this Lease, or otherwise available to Lessor at law or in equity.

C. Definitions.

i. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulations implementing the above.

ii. The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material

the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws. The term "Hazardous Substances" shall also include Pollutants as that term is defined in Section 376.031(16), Florida Statutes.

iii. The term "release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spilling, leaking, seeping, pouring, emitting, emptying, or dumping.

iv. The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from FDEP, USEPA, the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

35. Quiet Enjoyment. Lessor covenants and agrees that so long as Lessee shall timely pay all rents due to Lessor from Lessee hereunder and keep, observe and perform all covenants, promises and agreements on Lessee's part to be kept, observed and performed hereunder, Lessee shall and may peacefully and quietly have, hold and occupy the Leased Premises free of any interference from Lessor; subject, however, and nevertheless to the terms, provisions and conditions of this Lease.

36. Utilities. Lessee shall contract in its own name, and pay for, all utility services furnished to the Leased Premises including but not necessarily limited to, electrical power, heat, water, sewer, waste disposal, gas, telephone, communications, internet, fire protection and the like, together with all taxes levied or other charges on such utilities.

37. Severability of Provisions If Deemed Invalid. If any provision, covenant or condition of this Lease shall be determined to be invalid, unenforceable, void or voidable in whole or in part and the remaining portion of this Lease, if construed without such portion, would yet provide to each party hereto substantially what was bargained for and intended hereunder, then notwithstanding any such determination, this Lease shall be enforced to the fullest extent permitted by Florida law.

38. Entire Agreement. This Lease Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings of the parties hereto and no previous statement or representation not contained herein shall be binding on any party hereto. No subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon Lessor or Lessee unless reduced to writing, signed by them and approved by Lessor as an Amendment or Addendum hereto.

39. Effective Date. The effective date of this Lease (the "Effective Date") shall be the date on which this Lease has been executed by Lessor and Lessee and approved by the City Council of the City of Clearwater.

40. Fiscal Funding. In the event funds are not appropriated by or on behalf of the Lessor in any succeeding fiscal year for purposes described herein, thus preventing Lessor from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to Lessor, provided, however, that Lessee may provide funds to perform those duties. Lessor agrees to give one hundred eighty (180) days' notice, but in no event later than the end of the fiscal year funded, whichever is less, of such termination or failure to appropriate to Lessee. If Lessee does not agree to advance funds, this Lease shall terminate as described above.

41. Estoppel Certificates. Within 20 business days following written request by Lessor or Lessee, the other party shall execute, acknowledge, and deliver to the requesting party a certificate indicating any or all of the following: (a) the date on which the Term of this Lease commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the then current monthly rent; (d) the date through which Rent has been paid; and (e) that, to the certifying party's actual knowledge, no default by either party exists, other than those defaults stated in such certificate. Any such certificate may be relied upon by the requesting party and (i) if Lessor is the requesting party, by any current or prospective purchaser or mortgagee, and (ii) if Lessee is the requesting party, by any current or prospective lender of Lessee or any prospective sublessee or assignee.

42. Construction and Capitalized Terms. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

43. Integration. This Lease and all documents executed by Lessor and Lessee contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for in this Lease. Lessor and Lessee are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

44. Brokers. Each of Lessor and Lessee represents and warrants to the other that no brokers have been involved with this Lease or are entitled to a fee or commission in connection with this Lease. Each party shall indemnify, defend, and hold harmless the other party from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction.

45. Force Majeure. In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by

reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

46. Binding Effect. This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

47. Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

48. Only Lessor/Lessee Relationship. Lessor and Lessee agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

49. Attorneys' Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

50. Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.

51. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the state in which the Premises are located.

52. Recording. Upon request of either party, Lessor and Lessee shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in the City or County in which the Premises are located. Upon request by Lessor or Lessee, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

53. Exhibits. Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

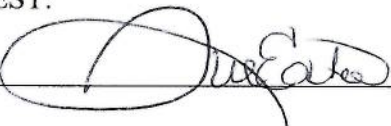
54. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in


buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

55. Public Records. This Lease is subject to the Public Records law of the State of Florida, Chapter 119, *Florida Statutes*. Lessee agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Lessee, or that Lessor and Lessee furnish to one another in connection with this Lease or the activities contemplated herein, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, unless exempt thereunder. Lessor may terminate this Lease at any time for Lessee's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of chapter 119, *Florida Statutes*, and made or received by either party in connection with this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Ground Lease Agreement with Renewal Options to be executed.

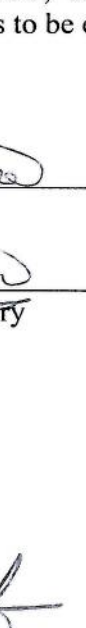
ATTEST:

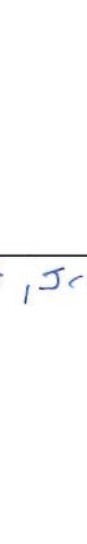

By: Sue E. Eaton
Secretary


By: ROSEMARY P. WINDSOR
its general partner CEO

Date: 1-23-2020

ATTEST:



By: Carole DeRolf


By: Liana Murphy

Date: 1/23/2020

(Corporate Seal)

APPROVED AS TO FORM:

By: 
Brian J. August, Jr.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Mahony
Assistant City Attorney

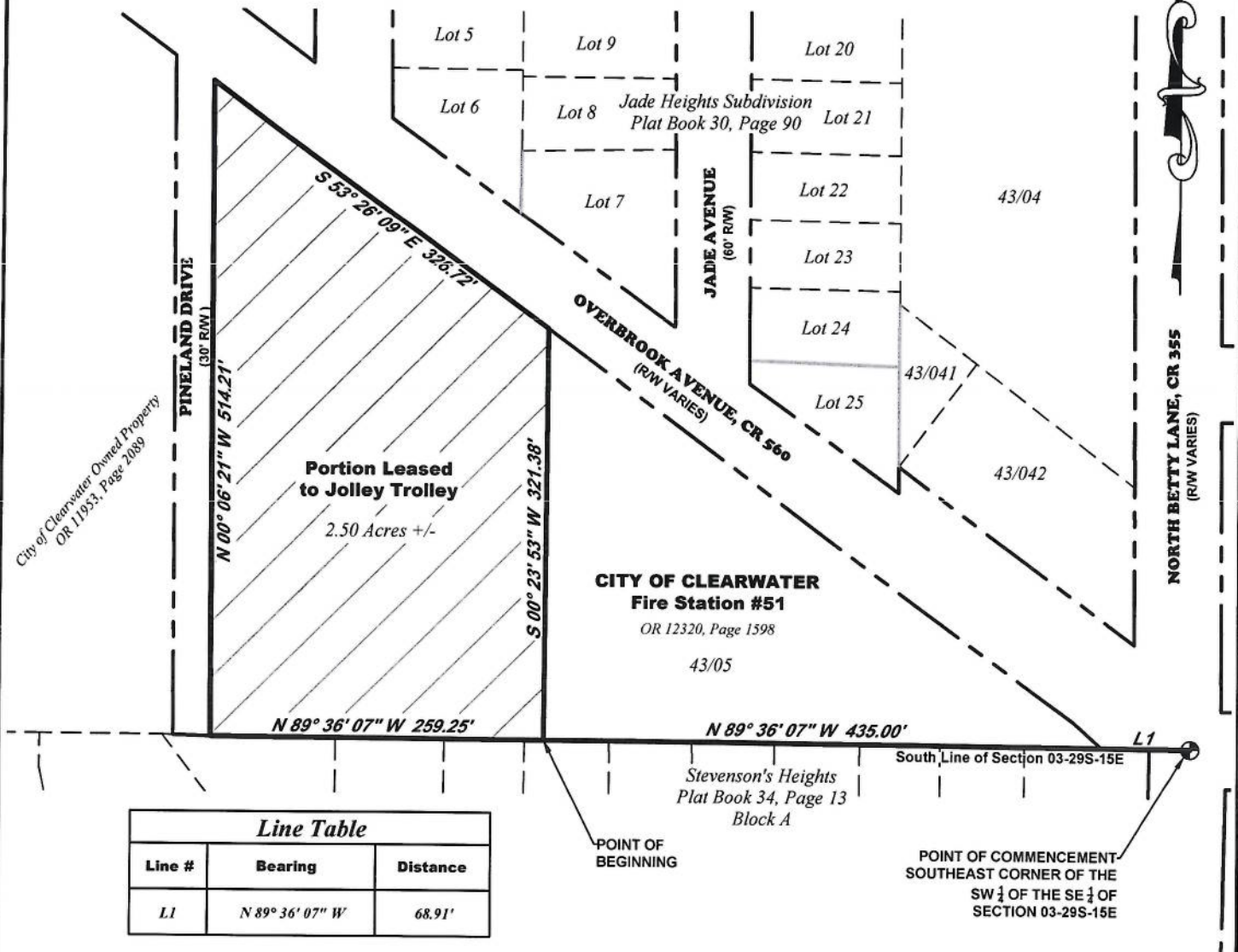
Rosemarie Call
City Clerk

Exhibit "A"
Legal Description

N.T.S.

This is not a survey

EXHIBIT "A"



Line Table		
Line #	Bearing	Distance
L1	N 89° 36' 07\" W	68.91'

Legal Description

Portion of property to be leased from the City of Clearwater to Jolley Trolley described as follows:
 Commence at the Southeast corner of the SW ¼ of the SE ¼ of Section 3, Township 29 S, Range 15 E; then N 89° 36' 07\" W, along the South line of Section 3, Township 29 S, Range 15 E, a distance of 68.91'; then N 89° 36' 07\" W, along said South line of Section 3, Township 29S, Range 15E, a distance of 435.00' to a Point of Beginning; then N 89° 36' 07\" W, along said South line of Section 3, Township 29S, Range 15E, a distance of 259.25' to the Southeast corner of Pineland Avenue Right-of-Way; then N 00° 06' 21\" W, along the East Right-of-Way line of said Pineland Avenue, a distance of 514.21' to a point on the South Right-of-Way line of Overbrook Avenue; then S 53° 26' 09\" E, along the South Right-of-Way line of said Overbrook Avenue a distance of 326.72'; then S 00° 23' 53\" W, a distance of 321.38' to the point of beginning.

Containing 2.50 Acres More or Less

CITY OF CLEARWATER ENGINEERING DEPARTMENT		<i>Sketch and Description of</i> City of Clearwater Property Lease To Jolley Trolley	DWG. NO. Lgl_2019-09	SHEET 1 OF 1
DRAWN BY Jim Benwell	CHECKED BY Tom Mahony		SEC-TWNSP-RNG 03 - 29 S - 15 E	DATE DRAWN 05/21/2019