

# BUSINESS LEASE CONTRACT

THIS BUSINESS LEASE CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, (“Effective Date”) between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA**, a public body corporate and politic of the State of Florida, having its principal place of business at 112 South Osceola Avenue, Clearwater, Florida 33756, as Lessor, and the **CLEARWATER COMMUNITY GARDENS, INC.**, a Florida non-profit corporation, having it principal place of business at 1277 Grove St., Clearwater, Florida 33755, as Lessee (each individually referred to herein as “Party” or collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee desire to improve and strengthen the East Gateway Community of Clearwater; and

**WHEREAS**, “creating more green space and recreational facilities” in the East Gateway is one of the action items of the East Gateway Five-Year Action Program for FY 2012-2017; and

**WHEREAS**, a community garden is a proven community building tool; and

**WHEREAS**, a community garden develops healthy lifestyle habits; and

**WHEREAS**, property described herein was purchased by Lessor for the purpose of facilitating an economic development project; and

**WHEREAS**, until such time as a viable redevelopment project is planned for the property described herein, the Parties agree that said property is an appropriate site for a community garden.

**NOW, THEREFORE**, the Parties in consideration of the undertakings, promises and agreements herein contained, agree and covenant with each other as follows:

That Lessor does lease and Lessee agrees to lease the following premises:

Pinellas County Parcel ID Nos. 15/29/15/58788/000/0280  
15/29/15/58788/000/0290  
15/29/15/58788/000/0310

all being more specifically described as follows:

**Lots 28, 29, 30 and 31, Re-Subdivision Lots 11, 12, 13, 14 & 15  
Padgett's Estate, according to the map or plat thereof, as recorded in  
Plat Book 12, Page 24, Public Records of Pinellas County, Florida**

See Exhibit "A", attached hereto and incorporated herein.

Such property shall hereinafter be referred to as the "Leased Premises" or the "Demised Premises" or the "Leased Property."

**1. LEASE TERM**

This Lease shall commence upon the execution hereof by all parties hereto (herein, the "Effective Date") and shall continue in full force and effect for one (1) year (herein called the "Initial Term") unless terminated as provided for herein. Upon mutual agreement of the Parties, this Lease may be extended annually for one one (1) year period. Any extended term or terms, collectively, are hereinafter referred to as the "Extended Term". No such renewal or extension shall be deemed a waiver by Lessor of any uncured breach or uncured default which may then exist. The Extended Term shall be upon the same conditions and terms, and the rent shall be determined and payable, as provided in this agreement. Failure to apply any annual extension as provided for in this paragraph shall result in this Lease terminating at the conclusion of the then current term. The Lessee shall request the option for an Extended Term by notifying the Lessor in writing at least thirty (30) calendar days prior to the expiration of the then current term. Upon Lessor's approval of such request, this Lease shall be deemed to be extended for a period of one (1) year without the execution of any further lease or other instrument. CRA Executive Director's approval shall be sufficient for purposes of Lessor's consent to any extension.

**2. RENT**

The Lessee agrees to pay, and the Lessor agrees to accept as rent during the term of this lease the sum of One and 00/100 Dollars (\$1.00) annually, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**3. USE OF PREMISES**

The Leased Premises are leased to Lessee solely for the following uses and no other use can be made of the premises during the term without the written consent of the Lessor: the Leased Premises shall be used as a community garden allowing community residents permitted by Lessee to grow and produce horticultural plants for their consumption and enjoyment and for the consumption and enjoyment by friends and relatives on a not-for-profit basis under the direction of Lessee. Such use is intended to facilitate and promote community building.

**4. UTILITIES**

Unless otherwise provided for herein, water, sewer, electric and all other utilities of any kind shall be billed directly to Lessee and are or shall be individually metered for the subject premises. All deposits for such utilities shall be the sole responsibility of Lessee. Prior to any installation of utilities on site (i.e. irrigation), CRA Executive Director must review and approve the location of the lines.

**5. TAXES AND ASSESSMENTS**

If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the Leased Property, based on the Lessee's use of the Leased Property during the term of this lease, the Lessee agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the Lessor. In the event the Lessee

fails to pay all such taxes assessed or levied on the Property within thirty (30) days after receiving written notice, the Lessor may, at its sole option, pay such taxes, liens, or assessments, which Lessee shall immediately reimburse Lessor together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the Lessor. Failure of the Lessee to pay any taxes or assessments pursuant to this paragraph will constitute a material default of this Lease.

## **6. MAINTENANCE**

The Parties recognize that the Leased Property is vacant land with no structural improvements thereon. Lessee shall, at its own expense, maintain the Leased Premises in orderly, neat and safe condition. No trash or debris should be stored or allowed to remain on the property. Tools and supplies shall be secured in storage units or removed from the Leased Premises daily. Vegetative material (e.g. compost), additional dirt for distribution and other bulk supplies shall be stored to the rear center of the property as indicated on Exhibit "A", shall be kept in a neat and orderly fashion and shall not create a visual blight or produce offensive odors. Power tools (e.g. mowers, tillers) shall be stored at the rear of the property, secured in storage units or be removed from the property when not in use. The community garden shall be designed and maintained to prevent any chemical pesticides, fertilizer or other garden waste from draining off of the property. Pesticides and fertilizers may only be stored on the property in a locked storage unit and must comply with any applicable requirements for hazardous materials. Lessee shall install and maintain a fence along the south boundary of the Leased Property; such fencing shall be in accordance with applicable law.

## **7. HOURS OF OPERATIONS AND NOISE LIMITATIONS**

No gardening activities shall take place before sunrise or after sunset. Garden hours and Lessee's contact information shall be conspicuously posted on the property. The use of hand tools and domestic gardening tools is encouraged; the use of small power equipment, such as gas-powered tillers and edgers is allowed. Gas-powered equipment which is greater than ten horsepower is prohibited.

## **8. SALE OF PRODUCE AND HORTICULTURAL PLANTS**

Lessee covenants that the community garden is not intended to be a commercial enterprise; however, there may be occasions when surplus is available. The produce and horticultural plants grown shall not be sold wholesale nor offered for sale on the Leased Premises except as provided for in this paragraph. Surplus produce and plants may be sold off the premises provided such sale is in accordance with applicable law. Surplus produce and plants may be sold on the Leased Premises during fundraising events upon the prior written approval from the CRA Executive Director, as representative of the Lessor.

## **9. OBSERVANCE OF LAWS AND ORDINANCES**

Lessee agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the Leased Premises.

## **10. ASSIGNMENT OR SUBLEASE**

This Lease is not assignable; any attempt to assign this Lease shall nullify and void this Lease in total. Lessee shall not, without first obtaining the written consent of Lessor, mortgage, pledge, sublet or encumber this Lease, in whole or in part with the following exception: Lessee shall not sublet the Leased Premises in whole; however, Lessee may sublet portions of the premises to provide for use of individual garden plots within the community garden. Such subleases shall be subject to all provisions of this Lease and shall require a written waiver of liability in favor of Lessor, which shall be provided to Lessor in advance of occupancy or use of the Leased Premises. This covenant shall be binding on the legal representatives of Lessee, and on every person to whom Lessee's interest under this Lease passes by operation of law, but it shall not apply to an assignment or subletting to the parent or subsidiary of a corporate lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving such lessee.

If the premises are sublet or occupied by anyone other than Lessee, subject to the exception expressly provided for above, resulting in Lessee's default hereunder, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved. No such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such assignee, subtenant, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained.

## **11. ALTERATIONS AND IMPROVEMENTS**

Lessee may not make any structural improvements, however may make minor improvements consistent with operation and management of a community garden. Minor improvements (herein, "Improvements") may include but may not be limited to garden boxes, irrigation facilities, water spigots, fencing and lockable storage units. Any Improvements installed on the Leased Property shall be installed and maintained at Lessee's sole cost and expense. Allowable Improvements shall not include permanent or temporary bathroom facilities. Lessee's design plans shall be in accordance with applicable law and pre-approved by Lessor including the location of Improvements and proposed garden plots. More specifically, a proposed site plan will be provided to the CRA Executive Director for review and approval prior to the Lessee applying for a community garden permit through the proper departments of the City of Clearwater, as required. At the expiration or termination of this Lease, all Improvements shall be completely removed, and the premises shall be restored to an equivalent condition as existed at the time of the execution of this agreement. Lessee shall have no power or authority to permit mechanics' or materialmen's liens to be placed upon the Leased Property in connection with maintenance, alterations or modifications. Lessee shall, within fifteen (15) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures and the like. All property remaining on the premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor for the cost of such removal.

## **12. RISK OF LOSS**

All personal property placed, or the premises shall be at the risk of the Lessee or owner thereof. Lessee acknowledges that Lessor will not insure Lessee's personal property or Improvements on the Leased Property. 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 for any loss or damage resulting to the Lessee or its property from bursting, stopped up or leaking water, gas, sewer or steam pipes.

### 13. **PARKING**

Parking is not allowed on the Leased Property at any time; however, parking is available along local streets where such parking is in accordance with applicable law.

### 14. **RIGHT OF ENTRY**

The Lessor, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Should Lessee default in any of its maintenance responsibilities as heretofore provided, all costs and charges shall be deemed additional rent for which Lessor shall invoice to Lessee for reimbursement shall be paid within 15 days following receipt. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this agreement or applicable law.

### 15. **RESTORING PREMISES TO ORIGINAL CONDITION**

Lessee acknowledges and represents that the Leased Property is vacant land and that Lessor has no obligation to improve the premises. Lessee's occupancy of the Leased Premises shall constitute a recognition of such condition. Lessee hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises for activities authorized herein, and to return the premises to their original condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement.

### 16. **INSURANCE**

The Lessee shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the CRA/City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the CRA/City has the right to review Lessee's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Lessee must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- 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. 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, if any.
  - c. If the Lessee is using its own property or the property of City in connection with the performance of its obligations under this Lessee, then **Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is recommended. Lessee understands the CRA/City is not responsible for lost or damaged property and equipment.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

**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 Lease remains in effect, the Lessee will furnish the CRA/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 CRA/City as an "Additional Insured." In addition, when requested in writing from the CRA/City, Lessee will provide the CRA/City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**CRA/City of Clearwater**  
**Attn: Purchasing 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 Agreement, work performed under this Lease, or to Lessee's design, equipment, or service. Lessee agrees that the CRA/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 CRA/City, and failure by the CRA/City to request evidence of this insurance shall not be construed as a waiver of Lessee's obligation to provide the insurance coverage specified.**

**17. Radon Gas Notification, as required by Florida Statute 404.056(5) is to be inserted in all contracts for sale, purchase or rental of real property.**

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

**18. DESTRUCTION OF PREMISES**

In the event that Improvements to the Leased Property made by Lessee should be partially or totally destroyed by fire, earthquake, hurricane or other natural cause, the Lessor shall have no obligation whatsoever to repair or rebuild the Premises. Lessee may either terminate the Lease or undertake to rebuild or repair the Improvements at Lessee's expense, in Lessee's sole discretion. Lessee may terminate the Lease from the date of occurrence of such event through the remainder of the term. All provisions of this Lease expressly intended to survive such termination shall survive termination.

**19. EMINENT DOMAIN**

If the whole or any part of the premises hereby leased shall be taken by any public authority under power of eminent domain, then the term of this lease shall cease on the part so taken from the date title vests pursuant to such taking, and the rent and any additional rent shall be paid up to that day, and if such portion of the Leased Premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were leased, then from that day the Lessee shall have the right to either terminate this lease or to continue in possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. The Parties agree that the Lessee shall not be entitled to any damages by reason of the taking of this leasehold, or be entitled to any part of the award for such taking, or any payment in lieu thereof.

**20. SUBORDINATION**

This Lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages or other instruments of security now or hereafter placed upon the said premises by the Lessor provided, however, that such mortgages and other instruments of security will not cover the equipment and furniture or furnishings on the premises owned by the Lessee. The Lessee further agrees to execute any instrument of subordination which might be required by mortgagee of the Lessor.

## **21. DEFAULT; REMEDIES; TERMINATION BY LESSOR**

(a) Lessee further covenants that if the Lessee shall violate or default upon any of the covenants, provisions, terms, conditions and obligations imposed on Lessee upon entering into this Lease, and shall fail to correct such violation or default within fifteen (15) days after a written request by the Lessor to do so, then the Lessor may, at its option, deem this Lease terminated, and Lessee shall become a tenant at sufferance, and the Lessor shall be entitled to obtain possession of the premises as provided by law. However, if the default of a covenant is non-monetary and the Lessee has commenced a diligent effort to cure the default, within the fifteen (15) day cure period, then the cure period shall be extended until a cure is made or Lessee discontinues an effort at curing the default.

(b) In case the Leased Premises shall be abandoned, as such term is defined by Florida Statutes, the Lessor, after written notice as provided by Florida Statutes to the Lessee, Lessor may (i) re-enter the premises as the agent of the Lessee, either by force or otherwise, without being liable to any prosecution or claim therefore, and may relet the Leased Property as the agent of the Lessee and receive the rent therefore and apply the same to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, reduction, refurbishing or otherwise changing or preparing for reletting, including brokerage and reasonable attorneys fees. Thereafter, it shall be applied to the payment of damages in amounts equal to the rent hereunder and to the cost and expenses of performance of the other covenants of Lessee as provided herein; or (ii) the Lessor may, at its option, terminate this Lease by giving the Lessee fifteen (15) days written notice of such intention served upon the Lessee or left upon the Leased Property, and the term hereof shall absolutely expire and terminate immediately upon the expiration of said fifteen (15) day period, but the Lessee shall nevertheless and thereafter be liable to the Lessor for any deficiency between the rent due hereunder for the balance of the term of this Lease and the rent actually received by Lessor from the Leased Property for the balance of said term.

(c) Lessor, at its option, may terminate this Lease as for a default upon the occurrence of any or all of the following events: an assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Lessee; or the bankruptcy of the Lessee. Each of the foregoing events shall constitute a material default by Lessee and breach of this Lease.

(d) Lessor, at its option, may terminate this Lease in the event the CRA Board determines at a duly constituted CRA Board meeting that the Leased Premises are needed for other municipal purposes and serves Lessee with one (1) month notice of such intended use. Such municipal use shall include, but is not limited to, development of the Leased Property.

(e) Both the Lessor and Lessee shall be entitled to all remedies as provided by law.



## **22. TERMINATION BY LESSEE**

Lessee may terminate this Lease anytime during the Initial Term or Extended Term of this Lease upon thirty (30) days written notice to Lessor.

## **23. MISCELLANEOUS**

(a) Lessor shall have the unrestricted right of assigning this Lease at any time, and in the event of such assignment, the Lessor shall be relieved of all liabilities hereunder.

(b) This contract shall bind the Lessor and its assigns or successors, and the Lessee and assigns and successors of the Lessee.

(c) It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

(d) It is understood and agreed between the parties hereto that written notice sent by certified or registered mail, overnight/express carrier with signature required, hand delivered, or by email to the office of the Lessee, shall constitute sufficient notice to the Lessee, and written notice sent by certified or registered mail, overnight/express carrier with signature required, hand delivered or by email to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

(e) The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy.

(f) It is hereby understood and agreed that Lessee's use of signs in connection with the premises hereunder shall be subject to the prior approval of Lessor and shall be in accordance with regulations and ordinances of the City of Clearwater, or other applicable law.

(g) It is understood that no representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

## **24. ESTOPPEL LETTER.**

In the event Lessor shall obtain a loan from an institutional lender, and if the following shall be a requirement of such loan, the Lessee agrees to execute an estoppel letter in favor of the lender verifying the standing of the Lease, the terms thereof, and all amounts paid thereunder and such other matters as may be reasonably requested.

**25. INDEMNIFICATION.**

The Lessee shall indemnify the Lessor against all liabilities, expenses and losses incurred by the Lessor arising out of or related to the Leased Premises or Lessee's use or occupancy thereof, to include but not being limited to (a) failure by the Lessee, or its agents, to perform any provision, term, covenant or agreement required to be performed by the Lessee under this agreement; (b) any occurrence, injury or personal or property damage which shall happen in or about the Leased Property or appurtenances resulting from the condition, maintenance, construction on or of the occupancy, use and operation of the Leased Property by Lessee; (c) failure to comply with any requirements of any governmental authority or insurance company insuring the Leased Property or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Lessee, its obligations or operations, filed against the Leased Property, fixtures, equipment or personalty therein; and (e) any construction, work, alterations or improvements by Lessee on the Leased Property. This provision shall survive expiration or termination of this Lease. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals and shall survive termination of this Lease.

**26. "AS IS" CONDITION.**

Lessee accepts the Leased Premises on an "as is" basis and Lessor shall have no obligation to improve or remodel the Leased Premises.

**27. CONSTRUCTIVE EVICTION.**

Lessee shall not be entitled to claim a constructive eviction from the premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

**28. JANITORIAL EXPENSES.**

Lessee shall either obtain or perform janitorial services for the Leased Premises at its expense.

**29. SEVERANCE.**

The invalidity or unenforceability of any portion of this Lease shall in nowise affect the remaining provisions and portions hereof.

**30. CAPTIONS.**

The paragraph captions used throughout this Lease are for the purpose of reference only and are not to be considered in the construction of this Lease or in the interpretation of the rights or obligations of the parties hereto.

**31. NO HAZARDOUS MATERIALS.**

The Lessee herewith covenants and agrees that no hazardous materials, hazardous waste, or other hazardous substances will be used, handled, stored or otherwise placed upon the property.

**32. CONFORMANCE WITH LAWS.**

Lessee agrees to comply with all applicable federal, state and local laws during the life of this Contract.

**33. ATTORNEY'S FEES.**

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

**34. GOVERNING LAW.**

The laws of the State of Florida shall govern this Contract; any action brought by either party shall lie in Pinellas County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date set forth above.

**AS TO LESSEE:**

**CLEARWATER COMMUNITY GARDENS, INC.**

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Print Name

**AS TO LESSOR:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF CLEARWATER, FLORIDA**

By: \_\_\_\_\_  
George N. Cretekos, Chairperson

Approved as to form:

Attest:

\_\_\_\_\_  
Laura Lipowski Mahony  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call, City Clerk