

## FIRST AMENDMENT TO BUSINESS LEASE CONTRACT

THIS FIRST AMENDMENT TO BUSINESS LEASE CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation, having its principal place of business at 112 South Osceola Avenue, Clearwater, FL, 33756, as Lessor, and **JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC.**, a Florida non-profit corporation, whose mailing address is 410 Myrtle Avenue, Clearwater, FL, 33755 (herein, "Jolley Trolley" or collectively as the "Parties").

### WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Business Lease Contract dated September 17, 2012, ("Lease", attached hereto and incorporated herein as "Exhibit A") for an initial term of three (3) years, with two (2) successive option periods of three (3) years each; and

WHEREAS, the Lessee exercised the first renewal term which ran from October 1, 2015 through September 30, 2018 ("Extended Term"); and

WHEREAS, the Lessee has provided notice of its desire to renew for the second renewal term for a period of three (3) years; and

WHEREAS, notwithstanding the original second option to extend for a period of three (3) years, the Parties hereby agree to extend the Lease for a period of one (1) year with two successive one (1) year renewals; and

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

#### 1. Lease Term.

The second option to extend the term of the Lease is hereby modified to provide for three (3) one-year renewal options ("Extended Term"). As of the execution date hereof, the Lessee has provided notice of its desire to extend the Lease for the first one-year renewal and the Lessor hereby approves said renewal. No such renewal or extension shall be deemed a waiver by Lessor of any breach or default which may then exist. Each Extended Term shall be upon the same conditions and terms, and the rent shall be determined and payable, as provided in the Lease, except that there shall be no privilege to extend the term beyond the expiration of the extended term period as hereinabove specified. The Lessee shall exercise the option for an any additional extended term by notifying the Lessor in writing at least two (2) calendar months prior to the expiration of the then current term. Upon such exercise, and approval by Lessor, this lease shall be deemed to be extended without the execution of any further lease or other instrument. Failure to exercise the option for any period shall nullify the option for all subsequent periods.

All terms and conditions of the Business Lease Contract not expressly amended hereby shall remain in full force and effect.

IN WITNESSES WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**AS TO "LESSOR"**

**THE CITY OF CLEARWATER, FLORIDA**

Countersigned

\_\_\_\_\_  
George N. Cretekos, Mayor

By: \_\_\_\_\_  
William B. Horne, II, City Manager

Approved as to form:

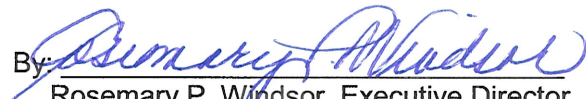
Attest:

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

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

**AS TO "LESSEE"**

**JOLLEY TROLLEY TRANS. OF CLEARWATER, INC.**

By:   
Rosemary P. Windsor, Executive Director

# EXHIBIT A

## **BUSINESS LEASE CONTRACT**

THIS LEASE CONTRACT, entered into this 17 day of September, 2012, between THE CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, as Lessor, and JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC., a Florida non-profit corporation, as Lessee.

### **WITNESSETH:**

That the Lessor does lease to the Lessee the following described premises:

**See Exhibit "A" attached hereto and by this reference, made a part hereof**

**(Commonly known as 410 Myrtle Avenue, Clearwater, Florida 33756)**

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

#### **1. LEASE TERM.**

The term of this lease shall be for three years; which term will commence on the 1<sup>st</sup> day of October, 2012, and shall continue until midnight on the 30<sup>th</sup> day of September, 2015 (herein called the "Initial Term"). Subject the Lessor's approval, the Lessee shall have the option to extend the term of this lease for two successive periods of three years each (each such period is included in the term "Extended Term" as used herein). No such renewal or extension shall be deemed a waiver by Lessor of any breach or default which may then exist. Each Extended Term shall be upon the same conditions and terms, and the rent shall be determined and payable, as provided in this agreement, except that there shall be no privilege to extend the term beyond the expiration of the extended term period as hereinabove specified. The Lessee shall exercise the option for an extended term by notifying the Lessor in writing at least two (2) calendar months prior to the expiration of the then current term. Upon such exercise, this lease shall be deemed to be extended without the execution of any further lease or other instrument. Failure to exercise the option for any period shall nullify the option for all subsequent periods.

#### **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), the receipt and sufficiency of which is hereby acknowledged.

#### **3. USE OF PREMISES.**

The 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 premises will be used primarily for the administration of Lessee's general business practices in support of providing transportation between Clearwater Beach and locations throughout Pinellas County via the Jolley Trolley. The Lessee hereby represents that it will not create any Environmental Condition or conduct maintenance activities on its trolleys or any vehicles involved in its business, therefore, Lessee shall not cause, or allow any guest, invitee, employee, or agent of Lessee to cause, any Hazardous

Substances (as defined herein) to be used, generated, stored, or disposed of on or about the Premises without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord, and which consent may be revoked at any time.

"Environmental Condition" shall mean the presence on the Property of any "hazardous substance" as that term is defined in any federal, state, county, or municipal statute, ordinance, regulation, rule, order, judgment, or decree, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Air Act; the Water Pollution Control Act (the Clean Water Act); the Toxic Substances Control Act, the Safe Drinking Water Act, and the Insecticide, Fungicide and Rodenticide Act, as amended, and the state counterparts of those laws; (ii) any material or substance which is now listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); and (iii) any contaminant, oil, petroleum product or by-product, radioactive material or by product, any mining waste, toxic substance, hazardous waste, or other material, the removal of which is required or the existence or management of which is prohibited, penalized, or regulated by any federal, state, or local government agency, authority, or unit.

#### **4. UTILITIES AND COMMON AREA MAINTENANCE.**

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. Lessee shall be responsible for all maintenance including but not limited to landscaping and building maintenance of all areas within the fence, said fence generally lying along the boundary of and within the Leased Premises.

#### **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 premises, based on the Lessee's use of the leased premises 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 leased premises within thirty (30) days after receiving written notice, the Lessor may, at its sole option, pay such taxes, liens, or assessments, subject to immediate reimbursement thereof 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. 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 demised premises.

#### **7. ASSIGNMENT OR SUBLEASE.**

Lessee shall not assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part thereof. Upon any attempt to assign this Lease, this Lease shall become immediately null and void in its entirety, excepting only obligations previously accrued or intended by the parties to survive this Lease. Lessor may assign this lease at its sole discretion.

#### **8. ALTERATIONS AND IMPROVEMENTS.**

The Lessee shall not make any structural alterations or modifications or improvements which are part of the leased property without the written consent of the Lessor, and any such modifications or additions to said property shall become the property of the Lessor upon the termination of this lease or, at Lessor's option, the Lessee shall restore the leased property at Lessee's expense to its original condition. The restrictions of this paragraph shall not apply to maintenance of the leased property, but shall apply to any change which changes the architecture or purpose of the property or which changes any of the interior walls of the improvements or which annexes a fixture to any part of the leased property which cannot be removed without damage thereto. In the event Lessee desires to make any alterations or modifications, written notice shall be given to the Lessor. Unless the Lessor objects to such proposals by notice to Lessee within twenty (20) days after written notice from Lessee, the proposal shall be deemed approved. 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.

#### **9. RISK OF LOSS.**

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 building which the leased premises are a part of 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.

#### **10. 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, or of said building, or to exhibit said premises. 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.

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

Lessee represents that the premises leased are in good, sanitary and tenantable condition for use by Lessee. Lessee's acceptance or occupancy of the leased premises shall constitute

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 in the same condition, order and repair as they are at the commencement of said term, 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. The Lessee agrees to make good to said Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the walls or the building caused by any act or neglect of Lessee or of any invitee, person or persons in the employ or under the control of the Lessee.

## **12. INSURANCE.**

Lessee agrees to comply with all terms, provisions and requirements contained in Exhibit "B" attached hereto and made a part hereof as if said document were fully set forth at length herein.

## **13. MAINTENANCE.**

Lessee shall keep the foundation, outer walls, roof and buried conduits of the premises in good repair. Lessor shall not be called on to make any such repairs occasioned by the negligence of the Lessee, its agents, express or implied invitees, or employees. Lessee shall keep the interior and exterior of said premises including but not limited to doors, windows and window frames of said premises in good order, condition and repair and shall also keep the premises in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The Lessee shall be responsible for providing all light bulbs used on the premises. The plumbing facilities shall not be used for any other purposes than that for which they are constructed and no foreign substances of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this provision shall be borne by the Lessee. The heating and air-conditioning system and plumbing facilities shall be under the control of Lessee, and Lessee agrees that all operation, upkeep, repairs and replacements will be at Lessee's expense, except where the repairs or replacements shall be caused by the negligence or misuse by Lessor or its employees, agents, invitees, or licensees. In the event Lessor pays any monies required to be paid by Lessee hereunder, Lessor shall demand repayment of same from Lessee and Lessee shall make payment within ten (10) days of receipt of said demand, and said monies shall become additional rent due hereunder. Lessee's failure to make such repayment within the ten (10) day period shall constitute a material default under the terms of this lease. Lessee shall not be required to pay for any single repair or replacement in excess of Five Thousand Dollars (\$5,000) per year with respect to property maintenance. Should any single repair or replacement exceed \$5,000, Lessor may, at its sole discretion, pay the excess costs. If Lessor chooses to not pay the excess costs, Lessee may terminate this Lease.

## **14. DESTRUCTION OF PREMISES.**

In the event that the building should be partially or totally destroyed by fire, earthquake or any other cause, either party may terminate this Lease immediately.

In the event that the building should be partially damaged by fire, earthquake or other cause, but only to such an extent that it can be rebuilt or repaired within sixty (60) days after the date of such destruction, the lease shall be void or voidable, but not terminated, except as otherwise provided herein. If the Lessor intends to rebuild or repair the premises, in its sole discretion, then Lessor, within fifteen (15) days after the date of such damage, give written notice to Lessee of the intention to

rebuild or repair and shall proceed with reasonable diligence to restore the building to substantially the same condition in which it was immediately prior to the destruction. However, Lessor shall not be required to rebuild, repair or replace any improvements or alterations made by Lessee within the building. During the period of rebuilding or repairing, there shall be no diminution of rents. If, after rebuilding or repairing has commenced, such rebuilding or repairing cannot be completed within sixty (60) days after the date of such partial destruction, the Lessor may either terminate the lease or continue with the lease with a proportional rent rebate to Lessee. If Lessor undertakes to rebuild or repair, Lessee shall, at its own expense, restore all work required to be done in accordance with, and to the extent of, any and all Lessee obligations hereunder.

#### **15. 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 demised 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.

#### **16. SUBORDINATION.**

This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the said premises by the Lessor and any other owner provided, however, that such mortgages 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.

#### **17. DEFAULT; REMEDIES.**

(a) The Lessee further covenants that, if default shall be made in the payment of rent, or any additional rent, when due, or if the Lessee shall violate any of the other covenants of this lease and fail to correct such 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, accelerate all rents and future rents called for hereunder and Lessee shall become a tenant at sufferance, and the Lessor shall be entitled to obtain possession of the premises as provided by law.

(b) In case the leased property 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 therefor, and may relet the leased property as the agent of the Lessee and receive the rent therefor 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) The 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 default by Lessee and breach of this lease.

(d). Lessor at its option, may terminate this Lease in the event City Council determines at a duly constituted City Council meeting that the Leased Premises are needed for other municipal purposes and serves Lessee with sixty (60) days written notice of such intended use. By way of example and not limitation, budgetary concerns or shortfalls shall be considered municipal purpose.

#### **18. MISCELLANEOUS.**

(a) The 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, or hand delivered to the premises leased hereunder, shall constitute sufficient notice to the Lessee, and written notice sent by certified or registered mail or hand delivered 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.

(f) It is hereby understood and agreed that Lessee shall use no signs in connection with the premises hereunder, except signs which shall be subject to the prior approval of the Lessor and in accordance with the Clearwater Code of Ordinances and 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.



(h) It is hereby agreed that if any installment of rent or any other sum due from Lessee is not received by Lessor within five (5) days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The Lessor shall not be required to accept any rent not paid within five (5) days subsequent of the date when due absent the simultaneous payment of this late charge. The requirement for a late charge set out herein shall not be construed to create a curative period or a grace period for the timely payment of rent.

#### **19. SUBROGATION.**

The Lessor and Lessee do agree that each will cause its policies of insurance for fire and extended coverage to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any loss or damage to the leased property or property of Lessor. Each party shall look first to any insurance in its favor before making any claim against the other party. Nothing contained herein shall in any way be considered or construed as a waiver or release by the Lessor of any and all of the other covenants and conditions contained in this lease to be performed by the Lessee.

#### **20. 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.

#### **21. PARKING SPACES.**

Lessee shall have the right to use the parking lot adjacent to the building, which shall be a included in the Leased Premises (as reflected in Exhibit "A" attached hereto and incorporated herein).

#### **22. 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 operation of the leased property; (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. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

#### **23. "AS IS" CONDITION.**

The Lessee accepts the leased premises on an "as is" basis, and Lessor shall have no obligation to improve or remodel the leased premises. Lessee acknowledges that Lessor has

certain information regarding the environmental condition of the Leased Premises and surrounding properties owned by Lessor, and Lessor, at Lessee's request, will provide copies of Lessor's Environmental Reports related to same. Lessee may, at its expense, conduct all other studies and tests it deems necessary to satisfy itself regarding the environmental condition of the Property and suitability for its occupation. Lessee acknowledges and agrees that, except for Lessor's obligations and warranties expressly provided for in this Lease, Lessee's acceptance of the Property in an "as is" condition shall apply to, but shall not be limited to, the environmental condition of the Property, and shall hold Lessor harmless and indemnify, defend, and protect Lessor from and against any and all losses, costs, liabilities, claims, obligations, fines, penalties, actions, suits, proceedings, judgments, damages and/or expenses (including, without limitation, reasonable attorneys', contractors', and consultants' fees) incurred by, imposed upon, or commenced or asserted against Lessor at any time in the future, which are suffered by Lessee in connection with same. Lessee acknowledges that, except as hereinafter provided, Lessor makes no guarantee, representation or warranty, express or implied, regarding the environmental condition of the Property and, except as hereinafter provided, Lessor expressly disclaims any and all obligation and liability to Lessee regarding any physical or environmental defects which may exist with respect to the Property.

#### **24. 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.

#### **25. JANITORIAL EXPENSES.**

Lessee shall obtain janitorial services for the leased premises at its expense.

#### **26. SEVERANCE.**

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

#### **27. 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.

#### **28. 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 or, in the alternative, that such materials, wastes or substances may be located on the property, only upon the prior written consent of the Lessor hereunder, and only in strict accord and compliance with any and all applicable state and federal laws and ordinances. In the event such materials are utilized, handled, stored or otherwise placed upon the property, Lessee expressly herewith agrees to

indemnify and hold Lessor harmless from any and all costs incurred by Lessor or damages as may be assessed against Lessor in connection with or otherwise relating to said hazardous materials, wastes or substances at anytime, without regard to the term of this lease. This provision shall specifically survive the termination hereof.

**29. CONFORMANCE WITH LAWS.**

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

**30. 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.

**31. GOVERNING LAW.**

The laws of the State of Florida shall govern this Contract, and 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.

CITY OF CLEARWATER, FLORIDA

Countersigned:

- George N. Cretekos

George N. Cretekos  
Mayor

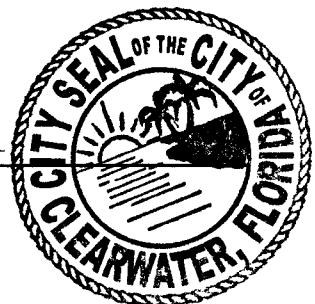
By: William B. Horne II  
William B. Horne II  
City Manager

Approved as to form:

Laura L. Mahony  
Laura Lipowski Mahony  
Assistant City Attorney

Attest:

Rosemarie Call  
Rosemarie Call  
City Clerk



JOLLEY TROLLEY TRANS. OF CLEARWATER, INC.

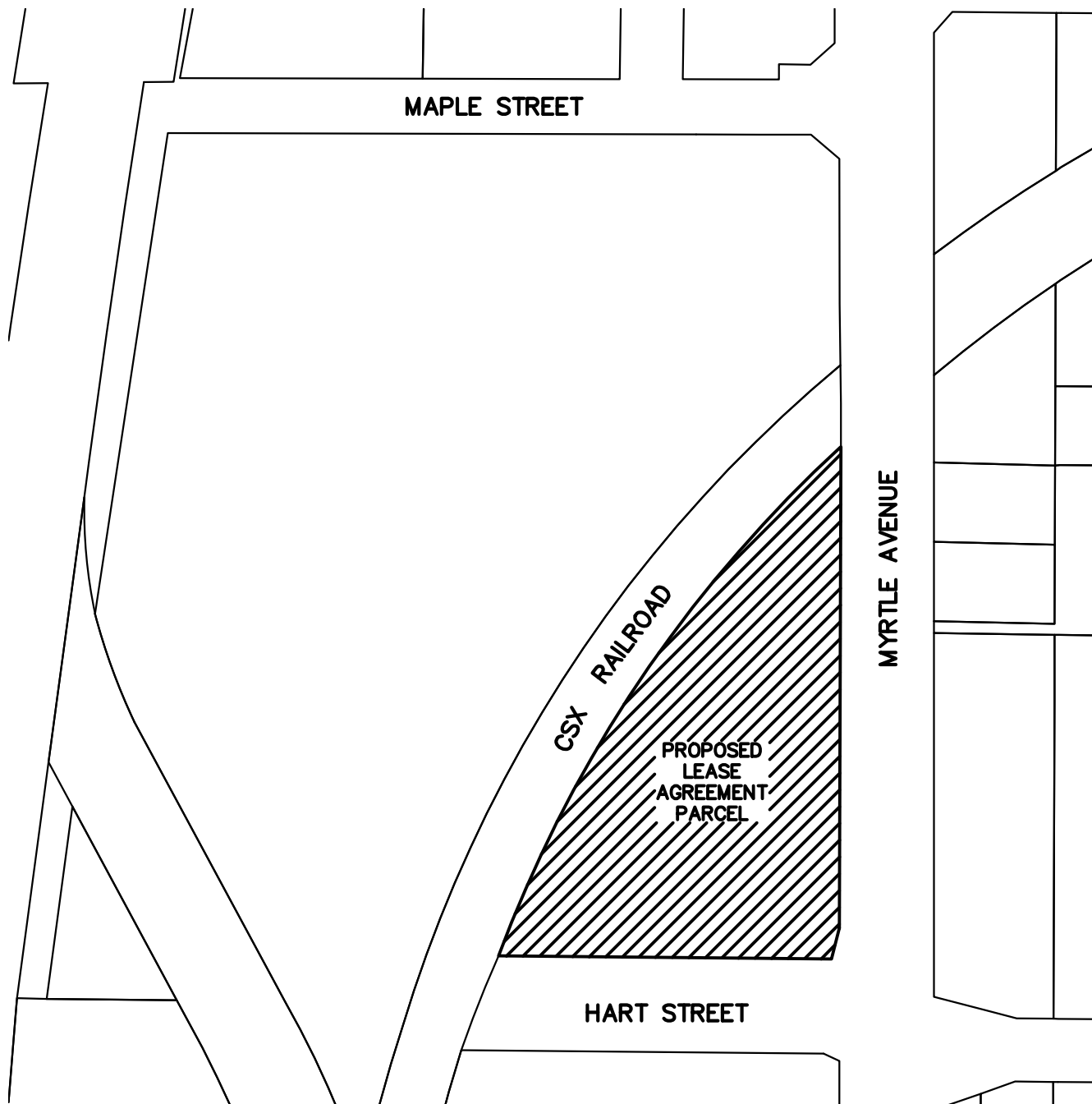
Attest:

Robert L. Longenecker  
ROBERT L. LONGENECKER  
Print Name

By: [Signature]  
Print Name: ROBERT L. LONGENECKER  
Title: EXECUTIVE DIRECTOR

Scale 1" = 100'  
This is not a survey

# EXHIBIT "A"



A lease agreement between the City of Clearwater and Jolley Trolley Transportation of Clearwater, Inc. for the property described as follows:

A triangular parcel of land lying in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 9, Township 29 South, Range 15 East, bounded on the East by Myrtle Avenue, bounded on the South by Hart Street, and bounded on the Northwest by the CSX Railroad. Containing approximately 0.98 Acres.

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. Cheek	LEGAL SKETCH	DWG. NO. Lgl_2012-16
CHECKED BY T. Mahony	JOLLEY TROLLEY	SHEET 1 OF 1
DATE 8/6/2012	TRANSPORTATION OF CLEARWATER, INC.	SECT-TWSP-RNG 9/29S/15E
	LEASE AGREEMENT	