

THIS LEASE AGREEMENT is made this September 30, 2019, by and between Grand Properties LLC, a Florida limited liability company (the "Lessor"), and The Village of Lazy Lake, LLC (the "Lessee").

## **1. Premises**

### **1.1 Legal Description**

In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain space located at 2201 Wilton Drive, Suite 9, Wilton Manors, FL., 33305 (the "Premises"). For purposes of this Lease, the term "Building" shall mean the commercial building located at 2201-2203 Wilton Drive, Wilton Manors FL.

## **2. Term**

### **2.1 Commencement of Tenancy**

The term of this Lease (the "Term") shall commence on November 1, 2019 (the "Commencement Date") and shall terminate at 11:59 p.m., local time on the last day of the calendar month which completes one (1) full year of tenancy hereunder (the "Termination Date").

### **2.2. Renewal Option**

So long as Lessee is not in default of any provisions of this Lease, then it may, by providing sixty (60) days' notice prior to the Termination Date, renew this Lease for another one (1) full year on the same terms and conditions as the original Term ("Renewal Period"), except for the Renewal Period Rent as set forth below.

### **2.3 Delay**

If delivery of possession of the Premises shall be delayed beyond the Commencement Date, Lessor shall not be liable to Lessee for any Lease resulting from such delay, and Lessee's obligation to pay Rent, as hereinafter defined (unless such delay is due to Lessee), shall be suspended and abated until possession of the Premises is delivered to Lessee. In the event of such a delay, it is understood and agreed that the Commencement Date shall be postponed until delivery of possession and that the Termination Date shall be correspondingly extended.

## **3. Rent**

### **3.1 Covenant to Pay Rent**

Lessee hereby covenants and agrees to pay to Lessor as rent for the Premises (all of which is collectively referred to as "Rent") all of the following:

- (a) Rent

For the first year of the Term, an annual basic rent (the "Rent") in the sum of \$5,670.00, all inclusive, shall be payable in 12 equal monthly installments of \$472.50, in advance of the first day of each month during each calendar year, or portion thereof (with appropriate adjustment for any calendar year which does not fall totally within the Term), during the Term; provided, however, that the installment of Rent payable for the first full calendar month of the Term (and if the Term commences on a day other than the first day of the calendar month, that portion of Basic Rent which is payable for such month) shall be due and payable on the execution of this Lease;

(b) **Rent payable upon Execution**

Upon signing this Lease, Lessee shall pay to Lessor rental installments for last month, totaling \$472.50 of which \$450.00 is already held by owner. A remainder of \$22.50 is to be submitted upon execution of this lease .

(c) **Renewal Period Rent**

Should Lessee exercise its Renewal Option, then, during the Renewal Period, the annual rent shall increase 5% over the Rent for the original Term and shall be due and payable as set forth in Section 3.1(a) above.

**3.2 Payment Method**

Rent as provided for under this Lease shall be paid promptly by check when due, by the first of the month. After the fifth of the month, late fees will be \$50. per day. The total late fee for any month will not exceed \$1200.

**3.3 Security Deposit**

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**4. Use of Premises**

**4.1 Use Provision**

Lessee covenants to use the Premises only for general administrative office functions and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises. No food, food equipment, or food products are to be stored on premises.

**4.2 "As Is" Acceptance of Property**

Lessee accepts the Premises and the rest of the Project from Lessor in "as is " condition, except to the extent specifically provided elsewhere in this Lease.

#### **4.3    *Restriction on Unlawful Activity***

Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

### **5.       *Repairs and Maintenance***

#### **5.1    *Lessor's Obligations***

Subject to the provisions hereinafter contained with regard to damage by fire or other casualty, Lessor agrees to maintain the Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Lessee, its agents, employees, contractors or invitees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs plus a fee of 15% to cover Lessor's overhead. Lessor shall not be liable to Lessee for any damage or inconvenience and Lessee shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

#### **5.2    *Lessee's Obligations***

Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

### **6.       *Lessor's Services***

#### **6.1    *Basic Services Provided by Lessor***

Lessor covenants and agrees that it shall furnish without additional charge: (a) heat and air-conditioning to maintain the Premises at a reasonably comfortable temperature between the hours of 7:00 a.m. and 7:00 p.m. seven days a week.(b) electricity for lighting purposes and operation of ordinary office equipment; and (c) cleaning services, once per week, except for holidays recognized by the U.S. Government. Lessee hereby acknowledges and agrees that Lessor shall not be liable in any way for any damage of inconvenience caused by the cessation or interruption of such heating, air-conditioning, electricity, or cleaning service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee shall not be entitled to any abatement of Rent by reason thereof.

#### **6.2    *Lessor's Right to Repair***



Lessor reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cable, plumbing, vents and wires in, to and through the Premises as and to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Project (including the servicing of other tenants in the Project) and the right at all times to transmit water, heat, air-conditioning and electric current through such pipes, ducts, conduits, cables, plumbing, vents and wires.

## **7. Lessee's Agreement**

### **7.1 Lessee's Use of Property**

Lessee covenants and agrees: (a) not to obstruct or interfere with the rights of other tenants, injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Project or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Premises, or caused by Lessee in the Project, or on the approached thereto; (b) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Premises, and not to install, operate or maintain in the Premises any safe or heavy item of equipment except in such manner and in such location as Lessor shall prescribe so as to achieve a proper distribution of weight; (c) not to strip, overload, damage or deface the Premises, hallways, stairways, parking facilities or other public areas of the Project, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same; (d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Project, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority; (e) not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate; (f) not to place upon the interior or exterior of the Premises, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Lessor and in compliance with local codes and ordinances; (h) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor; (i) to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out; (j) not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended, any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Lessee shall prohibit its assignees, subleases, employees, agents and contractors (collectively, "Permitees") from doing so and Lessee shall indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability' fines' prosecutions; judgments;



litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article by Lessee or its Permittees.

## **8. Alterations**

### **8.1 Limitations on Lessee's Ability to Alter Property**

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or to install any equipment of any kind that shall require any alterations or additions or affect the use of the Project's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If any such alterations or additions are made by Lessee without Lessor's consent, Lessor may correct or remove them, and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. All alterations and additions to the Premises shall be performed by Lessor, or Lessor's contractor, unless Lessor shall otherwise agree in writing. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises shall at all times be a complete unit except during the period necessarily required for such work. Lessee shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within one (1) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending any such action or in obtaining the discharge of such action or in connection therewith. Lessee hereby expressly recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises, Building or Project. All alterations or additions shall become a part of the realty and surrendered to Lessor upon the expiration or termination of this Lease unless Lessor shall at the time of its approval of such work requires removal or restoration on the part of Lessee as a condition of such approval.

## **9. Hold Harmless; Indemnification**

### **9.1 Hold Harmless**

Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from

conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's agents, employees, invitees or visitors, or any other tenant of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises or in the Project through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

## **9.2     *Indemnification of Lessor***

Lessee covenants and agrees to save Lessor and Lessor's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee, its agents, employees, invitees or visitors of the Premises, or of the Project unless caused solely by the gross negligence of Lessor.

## **9.3     *Survival of Indemnification Provisions***

The provisions of this Article shall survive the expiration of the Term.

# **10.     Lien on Lessee's Property**

## **10.1    *Security Interest***

To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all Rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Premises and the proceeds thereof, none of which may be removed from the Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Lessee shall, on its receipt of a written request therefor from Lessor, execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

# **11.     Indemnification**

## **11.1    *Lessee's Obligation***

Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits actions, damages and /or causes of action arising during the term of this lease for any personal injury, loss of life and /or damage to property sustained in or about the premises arising out of the Lessee's occupancy thereof or caused by the Lessee's negligence, and from and against any orders, judgements, and /or decrees which maybe entered thereon, and from and against all costs,



counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof.

## **12. Assignment and Subletting**

### ***12.1 Prior Written Consent of Lessor***

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises.

## **13. Lessor's Right of Access**

### ***13.1 Right to Enter***

Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Premises to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

### ***13.2 Right to Enter to Show Property to Prospective Lessee***

Lessor may, during the last sixty (60) days of the Term, enter the Premises free from hindrance or control of Lessee to show the Premises to prospective tenants at times which shall not unreasonably interfere with Lessee's business. If Lessee shall vacate the Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

### ***13.3 Right to Enter to Show Property to Prospective Purchasers***

Lessor may, in the event that the building is put up for sale, enter the Premises with reasonable notice to Lessee, to show the Premises and the Building to prospective purchasers.

## **14. Fire Clause**

### ***14.1 Obligations of Parties After Fire***

In the event the Premises or any part thereof, the elevators, hallways, stairways or other approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or other approaches unfit for use and occupancy, a just and proportionate part

of the Rent according to the nature and extent of the damage or injury to said Premises and/or approached, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Premises of the Project, in which event and at Lessor's sole option Lessor may terminate this Lease forthwith by giving Lessee a written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Lessee, all of which shall be repaired, restored or replaced by Lessee.

#### ***14.2 Notification of Lessor***

Lessee shall immediately notify Lessor of any damage to the Premises caused by fire or any other casualty.

#### ***14.3 Repair of Premises***

No damage, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Subject to the provisions of Paragraph 19.1, Lessor shall diligently proceed to have such repairs made promptly.

### **15. Condemnation**

#### ***15.1 Effect on Lease***

This Lease shall be terminated, and the Rent shall be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of 75% or more of the Building in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises shall have no effect upon this Lease. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

#### ***15.2 Effect on Lease for Temporary Loss***

In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease shall be unaffected, and Lessee shall continue to pay in



full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of this Section, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term, and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

## **16. Defaults; Remedies**

### ***16.1 Definition of Default***

It is hereby mutually agreed that: (a) if Lessee shall fail (1) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without deemed therefor, or (2) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (1) generally not pay Lessee's debts as such debts come due, (2) becomes insolvent, (3) make an assignment for the benefit of creditors, (4) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

#### **(a) Lessor's Right to Terminate Lease and Recover Possession**

Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

#### **(b) Lessor's Right to Sue Lessee for Breach of Contract**

Terminate this Lease, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to 10% over the Prime Rate; provided, however, that such interest shall never exceed the highest lawful rate; and (3) all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate, and Lessor shall be entitled to the possession of the Premises

and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

(c) Lessor's Right to Collect Balance

Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. For the purpose of this Paragraph 21.1(c), "present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to 0% point(s) above the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building.

(d) Lessor May Pursue Numerous Remedial Options

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

(e) Lessee's Liability

In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Lease by Lessor, Lessee shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term, and, in such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease, and such damages, related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

## ***16.2 Limitation of Lessor's Rights***

The provisions of this Article are subject to the bankruptcy laws of the United States of America and the State of Florida which may, in certain cases, limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the refraining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

## ***16.3 Application of Lessee's Payments***

All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the



payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest and penalties as defined in Article 3, and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

#### ***16.4 Costs Associated With Collecting from Lessee***

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

### **17. Subordination**

#### ***17.1 Subordination Clause***

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Project, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

### **18. Surrender of Possession**

### **18.1 Lessee's Obligations and Rights**

Upon the expiration or earlier termination of the Term, Lessee shall surrender to Premises and all keys, gate cards, parking passes, security cards, and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of this Lease, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (a) shall, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (b) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Lessee and used in the conduct of the Lessee's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other personalty of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

## **19. Lessee Holding Over**

### **19.1 Rights of Lessor**

If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at 110% of the Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Lessee, and Lessee shall be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

## **20. Miscellaneous**

### **20.1 Definition of Lessee**

The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable to any binding upon its agents, employees and others claiming the right to be in the Premises or in the Project through or under Lessee.

### **20.2 Waiver of Breach**

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.



### ***20.3 Limitation of Lessor's Liability***

Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership in the Project for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of the partners or principals of Lessor, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies under or with respect to this Lease, the relationship of Lessor and Lessee hereunder or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor, its partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

### ***20.4 Warranty of Habitability and Fitness for Particular Purpose***

LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

### ***20.5 Written Lease***

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

### ***20.6 Provisions That are Unlawful or Against Public Policy***

Every agreement contained in this Lease is and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

### ***20.7 Conditions That Prevent Performance***

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

## ***20.8 Signatures of Both Parties Required***

The submission of this Lease to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

## ***20.9 Cooperating With Lessor's Financing Arrangements***

If, in connection with obtaining financing for the Premises (including syndications, sales, or leasebacks), any lender or ground Lessor shall request modifications to this Lease as a condition for such financing, Lessee will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of Lessee hereunder or materially adversely affect either the leasehold interest hereby created or Lessee's use and enjoyment of the Premises.

## ***20.10 Both Parties Must Consent to Assignment***

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 17 hereof.

## ***20.11 Time Is of Essence Clause***

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

## **21. Notices**

### ***21.1 Contacting Lessee and Lessor***

All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

#### **Lessor**

Grand Properties LLC  
2201 Wilton Drive, Suite 1  
Wilton Manors, Florida 33305

#### **Lessee**

Village of Lazy Lake  
Lisa Tayar-Clerk  
clerk@lazylakefl.us

## **22. Quiet Enjoyment**

### ***22.1 Scope of Implied Covenant of Quiet Enjoyment***



Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

**23. Waiver of Trial by Jury**

**23.1 Waiver of Jury Trial**

LESSOR AND LESSEE EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THIS PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

**24. Governing Law**

**24.1 Law Governing Contract**

This Lease shall be construed and governed by the laws of the State of Florida. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

**25. Parking**

**25.1 Lessee's Parking**

While Lessee is occupying the Premises and is not in default under the terms of this Lease, Lessee shall have the right to park in parking spaces #9, in the Building's parking area, subject to rules and regulations promulgated from time to time by Lessor. Nothing herein contained shall be construed to grant to Lessee any estate in real property nor the exclusive right to a particular parking space, but rather as a license only. At such time and under circumstances as Lessor deems appropriate, Lessor may rearrange assigned parking spaces or may eliminate assigned space altogether and may provide attendant parking or such other system or management of parking as it deems necessary or desirable.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date first written above.

**LESSOR:**

Grand Properties LLC

By: \_\_\_\_\_  
Anthony LoGrande, President

**LESSEE:**

The Village of Lazy Lake

By: \_\_\_\_\_  
Manager, The Village of Lazy Lake