

ATTACHMENT

B

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2004, at _____, Florida, by and between **PALMETTO COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as Tenant, and **PATRICIA GROOVER DODSON**, as Trustee of the **PATRICIA GROOVER DODSON REVOCABLE TRUST** u/a/d August 7, 2003, hereinafter referred to as Landlord.

1. **PROPERTY AND TERM.** The Landlord hereby leases to Tenant the following described Property in Manatee County, Florida,

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

herein called the Property for a term of ten (10) years commencing on the 15th day of December, 2004, and expiring on the 10th day of December, 2014.

2. **RENT.** Tenant shall pay Landlord at P.O. Box 311, Terra Ceia, Florida 34250, without demand the following rent for the Property:

The sum of Two Thousand and No/100 (\$2000.00) Dollars monthly, in advance, on the 15th day of each calendar month ~~plus Florida state sales tax~~, if applicable during the first 12 months of the lease term. The monthly installment will be increased for each 12 month period thereafter as follows: The greater of (a) an amount equal to 2% of the preceding 12 month term or (b) the monthly rent for the ensuing 12 month period will increase in the same proportion that the Consumer Price index (CPI) for Urban Wage Earners and Clerical Workers, United States Average of All Items — Series A (1967) equals 100, United States Department of Labor, for the last month of the just expired period shall have increased over the said Index for the first month of the just expired period. In no event shall the increase be less than the 2% increase set forth in (a) above; (c) the monthly rent for each ensuing 12 month period of the Lease term shall each be calculated and paid in accordance with the terms set forth above; (d) in addition to the increase described above the Tenant will pay any increase of ad valorem, taxes applicable to the Property. The parties acknowledge that the ad valorem property tax bill for 2004 is \$_____. The Increase, if any, will be payable in equal monthly installments for each succeeding 12 month period beginning with the December monthly Installment. If Tenant is exempt from the payment of Florida State Sales Tax Tenant will provide written verification of such exemption from the State of Florida.

3. **HOLDING OVER.** If Tenant retains possession of the Property after expiration of this lease or a renewal or extension of it, he shall be a tenant from month-to-month and shall comply with this Lease as though it remained in force and pay the rent specified for the last month of this Lease during each month of the retention of possession. Payment and acceptance of rent is not a renewal or extension of this Lease. Landlord may terminate the retention on three (3) days written notice to Tenant before the end of a rent payment period and resume possession of the Property.

4. **REDELIVER.** Tenant shall redeliver possession of the Property at the end of this lease or any renewals or extensions in as good condition as when received, reasonable wear and tear excepted.

5. **USE.** Tenant shall use the Property for general office purposes and for no other purpose without Landlord's consent. Tenant shall not conduct activity; permit the conduct of activity or place equipment on the Property that would cause an increase in the rate or cancellation of the insurance on the Property.

6. **UTILITIES.** Tenant shall secure and pay at Tenant's expense for all utilities used on the Property.

7. **ASSIGNMENT.** No assignment or encumbrance of this Lease or any interest in it or subletting under it, by operation of law or otherwise, is valid without the written consent of Landlord. Landlord shall not unreasonably withhold its consent.

8. **TAXES.** Real property taxes levied on the Property shall be paid by the Landlord.

9. **NOTICES.** All notices under this Lease shall be given to Landlord at P.O. Box 311, Terra Ceia, Florida 34250 and to Tenant at the Property.

10. **LIENS.** Tenant shall keep the Property free of liens and encumbrances. Tenant has no authority to create an encumbrance or mechanic's lien on the Property superior to Landlord's rights or title. If an encumbrance or lien is placed against the Property and is not removed within sixty (60) days, Landlord may require Tenant to give satisfactory security for its removal in an amount equal to that of the encumbrance or lien with costs, expenses, interest and attorneys' fees, including appellate proceedings. Tenant may contest the validity of the encumbrance or lien, but if he fails to do so or to diligently prosecute the contest or to have the encumbrance or lien released, Landlord may release it, with the right in his controlled discretion to compromise it, but with no duty to do so. Tenant shall reimburse Landlord on demand for any sums so expended.

11. **ACCEPTANCE OF PROPERTY.** Tenant has inspected the Property and finds same to be in acceptable condition. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that the Tenant has inspected the Property, finds the same acceptable and accepts same "As Is" and "Where Is" as of the commencement date. The Landlord makes no representations or warranties either express or implied, by operation of law or otherwise with respect to the quality, physical condition or value of the Property, the presence or absence of conditions on or about the Property that could give rise to a claim for personal injury, property or natural resources damages, the presence or hazardous or toxic substances. It is understood and agreed that Landlord makes no warranty of habitability, suitability, merchantability or fitness for a particular purpose or any purpose. Tenant, except as to those actions arising out of Landlord's gross negligence or willful misconduct, hereby releases Landlord from any and all manner of action or actions, cause or causes of action, suits, damages, claims, costs, expenses or any other manner of liability Tenant had, has or hereafter may have upon or by reason of or in any manner resulting from its Lease of the Property.

12. **MAINTENANCE BY TENANT.** Tenant shall, at all times, keep the Property including exterior entrances, landscaping and sidewalks, floors, doors, fixtures, equipment and HVAC equipment in good order and repair and in a clean and sanitary condition. Tenant shall provide Landlord with a copy of a semi-annual maintenance contract from an approved licensed HVAC contractor and shall make all necessary repairs including all necessary replacements, alterations and additions including material and equipment of like kind and quality to the original improvements.

13. **MAINTENANCE OF BUILDING.** Landlord shall make or cause to be made structural repairs to exterior walls and the roof of the building provided Tenant shall give Landlord notice of the necessity for such repairs and provided that the necessity for such repairs shall not arise from or be caused by the negligence or willful acts of Tenant, its agents, officers, employees or contractors. If Landlord makes repairs by reason of Tenant's negligent acts, omissions to act or willful acts, Landlord may charge the cost of such repairs to Tenant which charge shall thereafter become due and payable as additional rent,

14. **EXCULPATION.** Landlord shall not be liable for any injury to Tenant's business or loss of income from it, or for damage to its personal property or that of its employees, invitees, customers or any other person in or on the Property, or for injury to Tenant or its employees, agents or contractors caused by casualty or accident, whether the loss, damage or injury in any case results from conditions on the Property or on other parts of any building of which the Property is a part or from other sources, and regardless of whether the cause or means of rectifying it is inaccessible to Tenant unless Landlord knows or should have known about the condition. Landlord and Tenant waive all claims or demands against each other for loss or damages to the property of either located on the Property or to the Property caused by any hazard covered by insurance and for which subrogation may be waived under the insurance policies. Both parties shall obtain insurance policies on their property or the Property, as the case may be, that contain provisions permitting waiver of subrogation before loss.

15. **ALTERATION OR IMPROVEMENTS.** Tenants shall not, without the prior written approval of the Landlord, install or permit to be installed, any fixture or improvement or make any alteration to any part of the Property. Nothing contained herein shall be construed to permit Tenant to contract for any services, labor or materials, the result of which would create a lien on the Landlord's Property. During the term of this Lease, the Tenant is authorized, at its sole cost and expense, to cause such renovations and capital improvements to be made to the Property as it might desire, provided that the same shall meet all zoning and building codes and parking requirements of all governmental authorities having jurisdiction thereof. All such renovation and improvements shall be at the sole cost and expense of the Tenant. Tenant covenants and agrees to keep the Property free from all and any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant under any such undertaking. Tenant acknowledges and understands that Landlord shall have no right, authority, or privilege to place or cause to be placed, a lien over the property of the Tenant, and the Tenant is prohibited from any act which does incur or create a lien over the property of the Landlord. All improvements shall remain the property of Landlord upon expiration or earlier termination of this Lease. The parties agree that a short form lease may be recorded setting out this prohibition of Tenant to create or cause to be created a lien over the Property.

16. **CASUALTY LOSS.** Landlord has the option to repair or restore the Property or to terminate this Lease if all or a substantial part of the Property is destroyed by casualty. If Landlord elects to terminate this Lease, it shall notify Tenant in writing within ten (10) days after the casualty. If Landlord elects to repair or restore the Property, the rent abates in proportion to the impairment of use that can be reasonably made of the Property until it is repaired or restored. If the repairs or restoration are not made within sixty (60) days after the casualty or if a licensed architect in the county certifies that the repairs or restoration cannot be made within that time with reasonable diligence, this Lease may be terminated by Tenant by written notice to Landlord within ten (10) days thereafter.

17. **CONDEMNATION.** If a complete or substantial portion of the Property is taken under eminent domain, this Lease terminates at the option of either party on the date when the condemning authority takes possession. Tenant has no claim to the condemnation award. If the Lease is not terminated, the rent abates in proportion to the impairment of use that can be made of the Property.

18. **LIABILITY INSURANCE AND INDEMNIFICATION.** Tenant shall keep in force, at its own expense throughout the term of this Lease, public liability insurance with respect to the Property in such companies and in such form as are acceptable to Landlord with combined single limit coverage of not less than \$_____ and with respect to property damage, \$_____. Tenant will have all such policies endorsed to show Landlord as an additional insured with respect to occurrences upon the Property. Such policy will further provide for at least thirty (30) days notice to Landlord before substantial reduction of policy limits, cancellation or any other policy changes adverse to Landlord's interest. Nothing herein shall be deemed to make Landlord liable for any loss occasioned by fire or other casualty to personal property or fixtures of Tenant or any other person, firm or corporation upon any part of the Property, Tenant shall, to the extent allowed by law, indemnify, save harmless and defend Landlord from and against any and all suits, claims, actions, damages, liability and expense including reasonable attorneys fees in connection with loss of life, personal injury and/or damage to Property arising from or out of the occupancy or use by Tenant of the Property.

19. **DEFAULT BY TENANT.** The occurrence of one or more of the following is a default under this Lease by Tenant;

(a) Failure to pay rent or make any other payment required under this Lease when due if the failure continues for a period of three (3) days after receipt of written notice from Landlord to Tenant;

(b) Failure to comply with any provision of this Lease other than subparagraph (a) if the failure continues for thirty (30) days to cure, Tenant shall have a reasonable time to cure, if it begins curing within ten (10) days after receipt of written notice and diligently prosecutes it to completion:

(c) Making a general assignment or arrangement for the benefit of creditors; or being adjudicated a bankrupt; or receiving the benefit of any insolvency, readjustment of debts, reorganization or bankruptcy law; or entering into an agreement of composition with creditors;

or having a receiver or trustee appointed to take possession of Tenants assets on the Property or its interest in this Lease when possession is not restored to it within thirty (30) days; or the seizing under legal process of Tenant's assets on the Property or its interest in this Lease when the seizure is not discharged within thirty (30) days.

(d) Vacating or abandoning the Property for more than fifteen (15) consecutive days.

20. **REMEDIES ON DEFAULT.**

(a) If a default by Tenant occurs, Landlord may:

- (1) Immediately re-enter and remove all persons and property from the Property, storing the removed property in a public warehouse or elsewhere at Tenant's expense without liability;
- (2) Relet the Property, or any part of it, for the account of Tenant for the remainder of the term to any tenant at rent and on conditions that Landlord deems advisable. Landlord shall credit the rent received on the balance due from Tenant first to any expenses incurred because of the repossession, next to interest and the balance to principal. Landlord may repair or restore the Property if required for reletting. Repossession shall not terminate this Lease unless Landlord gives written notice of termination to Tenant.
- (3) Collect each installment of rent or other sum due under this Lease as it becomes due or otherwise enforces any of its provisions that are not being complied with by Tenant;
- (4) Await the end of the term of this Lease and then collect all rent or other sums due under it;
- (5) Terminate this Lease by written notice to Tenant in which event Tenant shall immediately surrender possession of the Property and pay Landlord all loss or damages incurred because of Tenant's default.

(b) Notice or demand is not a prerequisite to any remedy unless another part of this Lease provides for notice or demand, in which event that provision shall prevail,

(c) In addition to any other loss or damages that Landlord sustains because of Tenant's default, Tenant shall pay all reasonable expenses of repairs or renovation to the Property required as a result of its tenancy, transfer and storage charges for Tenant's personal property removed from the Property, broker's commissions, costs and expenses for enforcing or construing this Lease, including attorneys' fees, whether for litigation, including appellate proceedings or otherwise.

(d) Tenant grants Landlord a lien on Tenant's property located on the Property to secure all sums due or to become due under this Lease in addition to any statutory lien or right to distrain. Tenant shall not remove its property from the Property until all money due Landlord is paid. If Tenant's property is removed, the lien continues for a period of six (6) months during which Landlord may seize Tenant's property wherever found and sell it or so much of it as will satisfy all money due Landlord without process. This lien may be enforced by distress regardless of the nature of the money due.

(e) Any payment required under this Lease that either party does not make bears interest at eighteen percent (18%) per annum from the due date until paid.

(f) All remedies of Landlord are cumulative to each other and to any other remedies given by law. All rights of Landlord on Tenant's default apply to a renewal or extension of this Lease. By making a payment for Tenant or from any security deposit, Landlord does not waive Tenant's default or any right Landlord has because of this default.

21. **STATUTORY RADON NOTICE.** 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 Public Health Unit.

22. **NOTICES.** Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to the Landlord at the address hereinabove specified, and to the Tenant at the address hereinabove specified, or at such other address as may be specified from time to time by notice in the manner herein set forth. A copy of any notice or consent to Tenant shall also be furnished to Barbara B. Levin, Esquire, Attorney at Law, Post Office Box 400, Bradenton, Florida 34206.

23. **FORCE MAJEURE.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Landlord or Tenant in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

24. **SELF-HELP.** If Landlord shall default in the performance or observances of any agreement or condition in this Lease to be performed or observed and if Landlord shall not cure such default within thirty (30) days after written notice from Tenant specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, without waiving may claim for damages for breach of this Lease, at any time thereafter cure such default for the account of the Landlord, and any amount reasonably paid or any contractual liability reasonably

incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and the Landlord agrees to reimburse Tenant therefor and save Tenant harmless therefrom; provided that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, but after said notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate, or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder, said amount may be deducted by Tenant from the next or any succeeding payments of rent due hereunder.

25. **SIGNS.** Tenant shall have the right to install and maintain any signs which it might desire to place on the Property, provided only that the same shall comply with the building code of the City of Palmetto within which the Property is situated, or any other governmental authority which might hereafter have jurisdiction, and further, that the same shall be installed in a workmanlike manner and in a manner which will not, in any way, cause damage to the Property.

26. **NO BROKER WARRANTY.** The parties acknowledge that no real estate broker or agent has been instrumental in the procurement of this Lease and that no commission shall be due any broker or agent as a result hereof. In the event any broker or agent claims a commission as a result hereof, the party with whom said broker or agent claims to have dealt shall to the extent allowed by law, indemnify and hold harmless the other from all commissions, claims, demands, judgments, actions, causes of actions, damages, costs and attorney's fees as a result thereof.

27. **RIGHT OF REFUSAL.** In the event Landlord shall decide to sell the Property during the term of this Lease, Landlord shall first offer to sell the same to Tenant. If at any time during the period above stated the Landlord receives an offer to buy the Property, which offer Landlord is willing to accept, Landlord must first give Tenant the opportunity to purchase the Property upon the same price and terms as the offer so received. Tenant shall have thirty days from the date Landlord shall first offer the Property to Tenant within which to exercise the right of refusal. If Tenant fails to exercise the right of refusal, then, as to that particular offer, the right of refusal shall lapse and be of no further effect. The right of refusal hereby granted shall be a continuing right of refusal for the entire term above provided.

28. **RELATIONSHIP OF PARTIES.** It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant, and that Landlord has no ownership in the Tenant's business, and that in no manner shall this Lease be construed as granting any such right to Landlord. Tenant, on the other hand, is not and shall not, under any condition, be deemed to be an agent or representative of Landlord.

29. **ADA COMPLIANCE.** Tenant represents and warrants that any subsequent alterations or additions made by or on behalf of Tenant to the Property will conform to the requirements of the Americans with Disabilities Act ("ADA"), Act of July 26, 1990, Pub. L. No.101-336, 104 Stat. 327, 42 U.S.C. §12101, et seq., as amended from time to time, and the regulations promulgated pursuant thereto.

30. **ATTORNEYS' FEES.** The parties to this Lease agree that in any dispute arising hereunder, the prevailing party shall be entitled to recover from the other, reasonable attorneys' fees

(including fees of paralegal and legal assistants) and costs incurred in connection with said dispute, including costs and attorneys' fees (including fees of paralegal and legal assistants) incurred as a result of litigation and appeal.

31. **TIME OF ESSENCE.** Time is of the essence of this Lease and of each and every provisions hereof.

32. **COUNTERPARTS.** This document may be executed in one or more counterparts, each to be deemed an original. Such counterparts shall constitute one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned as fully and completely as if all had signed one instrument.

33. **QUIET ENJOYMENT.** If Tenant performs all agreements of this Lease that it is to perform, Landlord covenants that Tenant shall and may quietly hold and enjoy the Property, subject to restrictions and easements of record and zoning regulations of any governmental authority.

34. **GOOD TITLE.** Landlord has good title to the Property and lawful authority to lease it.

35. **INVALIDITY OF PART.** If part of this Lease is adjudged invalid, no other part is affected.

36. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties. It shall not be changed except in writing signed by the parties, masculine gender is used in this Lease and includes other genders as the context requires, captions of paragraphs are not a part of this Lease.

37. **DEVOLUTION.** This Lease binds the parties, their heirs, personal representatives, successors and assigns. This Lease does not confer any right, claim or privilege on a person or governmental authority not a party. The term "Landlord" means the fee owner of the Property and if the Landlord named herein conveys, subject to this Lease, its fee simple interest in the Property, it is relieved of personal liability under this Lease.

38. **PARTIES BOUND.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators legal representatives, successors, and assigns when permitted by this agreement.

39. **APPLICABLE LAW.** This agreement shall be construed under and in accordance with the laws of the State of Florida.

40. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the date indicated below.

(As To Signature of Tenant)

Palmetto Community Redevelopment Agency

Gwenna Allen

By: J. Scott Maloney
J. Scott Maloney, Its Chairman

Gwenna Allen
Printed Name of Witness

Dated: 12/9/04

Barbara Raber

Tenant

Barbara Raber
Printed Name of Witness

(As To Signature of Landlord)

Sandra M. Mann

Patricia Groover Dodson
Patricia Groover Dodson, As Trustee of the
Patricia Groover Dodson Revocable Living
Trust w/d 8/7/2003

Sandra M. Mann
Printed Name of Witness

Dated: 12-3-04

Brenda Chachoua

Landlord

Brenda Chachoua
Printed Name of Witness

Exhibit "A"

Parcel 1. The West 30 feet of Lot 2, Block "B", Laughlin's Addition to Palmetto, according to the plat thereof recorded in Plat Book 1, page 135, of the Public Records of Manatee County, Florida.

Parcel 2. The East 87 feet of lot 3, Block "B", Laughlin's Addition to Palmetto, according to the plat thereof recorded in Plat Book 1, page 135, of the Public Records of Manatee County, Florida. Together with the north 5 feet of a 10 foot alley lying between Lot 3, less the west 8 feet and Lot 6, less the west 8 feet, Block B, Laughlin's Addition to Palmetto.