

## **COMMERCIAL LEASE AGREEMENT**

**THIS COMMERCIAL LEASE AGREEMENT** ("Agreement") is made and executed this \_\_\_\_ day of June 2012, by and between SUMTER COUNTY, FLORIDA, 7375 Powell Road, Wildwood, FL 34785, (Lessor), and Lake-Sumter Properties, Inc. 218 N. Florida Street, Suite 2, Bushnell, FL 33513, (Lessee).

**WHEREAS**, Lessee is under contract to sell the property described herein to Lessor; and

**WHEREAS**, the Purchase and Sale Agreement (Agreement) between the parties, dated May 3, 2012, contemplates continued possession of the property described herein by Lessee after the closing of the transaction described in said Purchase and Sale Agreement; and

**WHEREAS**, the parties desire to enter into a lease agreement pursuant to Section 1.06 of the Purchase and Sale Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **WHEREAS CLAUSES.** The above Whereas clauses are hereby incorporated into this Agreement as if fully re-stated herein.
2. **DESCRIPTION OF PROPERTY.** Lessor leases to Lessee, and Lessee hires from Lessor, commercial real property identified under Sumter County Property Appraiser's Parcel Identification Numbers N16A240 and N 16A237, respectively, with an address of 217 and 221 North Florida Street, Bushnell, FL 33513, as is depicted on survey attached hereto and incorporated herein as Exhibit "A", *in haec verba* (Hereinafter the "Property")
3. **TERM.** The initial term of this Agreement shall be five (5) years, beginning on the date of the closing of the transaction contemplated by the Purchase and Sale Agreement referenced herein, unless terminated earlier as described in this section. Lessee shall have the option of renewing this Agreement for one additional term of five (5) years by providing Lessor with written notice of its intent to renew this Agreement at least ninety (90) days prior to the expiration of the initial term of this Agreement. Either party may terminate this Agreement prior to the expiration of the initial term or the renewal term by providing written notice to the non-terminating party at least six (6) months prior to the effective date of termination.

4. **RENT.** The rent payable to Lessor from Lessee under this Agreement shall be \$12,000.00 per year, plus applicable sales tax (if due), payable prior to the commencement of this Agreement, and thereafter on the anniversary date of the commencement of this Agreement.
5. **USE OF PROPERTY, GENERALLY.** Lessee accepts the Property in "as-is" condition. The Property is leased for general commercial use as is permissible under applicable state, county or local laws or ordinances. It is acknowledged by the parties that no other use of the Property, other than the general commercial use described herein, shall be permitted without the express written consent of Lessor. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the Property for any other purpose without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent.
6. **NO USE THAT INCREASES INSURANCE RISK.** Lessee shall not use the Property in any manner, even in its use for the purposes for which the Property is leased, that will increase risks covered by insurance on the Property so as to increase the rate of the insurance policy covering the Property. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Property.
7. **NO WASTE, NUIANCE, OR UNLAWFUL USE.** Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow any nuisance to exist on the Property, or use or allow the Property to be used for any unlawful purpose.
8. **PAYMENT OF UTILITIES AND TAXES.** Lessee shall pay for all utilities and expenses concerning the Property for the term of this Agreement, including, but not limited to, electricity, gas, water, sewer, telephone service, general maintenance, gas and oil, and garbage collection. In addition, Lessee shall pay any real property taxes assessed against the Property, if any.
9. **REPAIRS, MAINTENANCE, AND ALTERATIONS.** Lessee, at its expense, shall maintain and keep the Property, including, without limitation, windows, doors, skylights, adjacent sidewalks, and walls, roof, fences, HVAC, plumbing, and surrounding land in good repair. Lessee shall make no structural changes, alterations, or additions to the property without the prior written consent of the Lessor, and any such structural change, alteration, or addition to or upon the property made with the written consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in the written

consent. Lessor shall have no obligation with regard to maintenance, repair or replacement of any aspect of the Property.

**10. PARTIAL OR FULL DESTRUCTION OF PROPERTY.** Partial or full destruction of the Property shall render this Agreement void and terminated.

**11. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE.** Lessor reserves the right to enter onto the Property at reasonable times to inspect the property.

**12. LESSEE TO CARRY INSURANCE.** Lessee shall procure and maintain in full force and effect during the term of this Agreement and any extensions thereof, at Lessee's expense, insurance covering the buildings on the Property and public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Property, in a minimum amount of \$1,000,000.00. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. The policies shall be delivered to Lessor. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in full force and effect during the entire term of this Agreement and any extension thereof, this Agreement shall be terminated immediately.

**13. INDEMNIFICATION OF LESSOR.** Lessor shall not be liable for any loss, injury, death, or damage to persons or the Property which at anytime may be suffered or sustained by Lessee or by any person who may at anytime be using or occupying or visiting the Property or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Property, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth. Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Property and the personal property and to the property of Lessee in, on, or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct

of Lessor, its agents, or employees, provided; however, nothing contained in this section shall be construed to negate, minimize, limit or affect the sovereign immunity protections afforded to Lessor pursuant to Florida law.

14. **LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS.** Lessee may assign or sublease the Property, or any part thereof, without the necessity of obtaining Lessor's prior written consent; provided however, that any such assignment or sublease shall not relieve Lessee of any of its responsibilities as set forth in this Agreement.
15. **AGREEMENT BREACHED BY LESSEE'S RECEIVERSHIP ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY.** Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act shall be considered a breach of this Agreement, and Lessor may immediately terminate this Agreement in the event of any of the same.
16. **LESSOR'S REMEDIES ON LESSEE'S BREACH.** If Lessee breaches this Agreement, Lessor shall have all rights afforded to Lessors, as provided by Chapter 83, Florida Statutes.
17. **ATTORNEY'S FEES.** If any action is initiated to enforce the provisions of this Agreement, the prevailing party in any such action shall be entitled to recover from the non-prevailing party, its reasonable costs and attorney's fees. Nothing contained in this section shall be construed to minimize, negate or otherwise limit the sovereign immunity protections afforded to Lessor pursuant to Florida law.
18. **MANNER OF GIVING NOTICE.** Notices required pursuant to the provisions of this Agreement, or necessary to carry out any of its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' addresses for this purpose shall be as set forth above, or such other address as either may provide to the other during the term of this Agreement.
19. **EFFECT OF LESSOR'S WAIVER.** Lessor's waiver of the breach of any covenant or condition of this Agreement shall not be construed as a waiver of any other breach, continuing breach or subsequent breach of this Agreement, or of any subsequent enforcement of a prior breach which may have been waived.

20. **AGREEMENT APPLICABLE TO SUCCESSORS.** This Agreement, and the covenants and conditions hereof, apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties.

21. **TIME OF ESSENCE.** Time is of the essence in this Agreement.

LESSOR:

LESSEE:

SUMTER COUNTY, FLORIDA

LAKE-SUMTER PROPERTIES, INC.

\_\_\_\_\_  
Garry Breeden, Chairman

\_\_\_\_\_  
Robert Sanchez, President

Attest:

Witness:

\_\_\_\_\_  
By: Deputy Clerk

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