

## **LEASE AGREEMENT**

This LEASE AGREEMENT (this "Lease") is made and entered into as of **this \_\_\_\_ day of \_\_\_\_\_, 2025** by and between CITY OF BELLE ISLE, a Florida municipal corporation ("City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and PINE CASTLE PIONEER DAYS, INC., a Florida not for profit corporation ("Lessee"), whose mailing address is P.O. BOX 593175, ORLANDO, FL 32859-3175.

1. Demised Premises: The City is the fee simple owner of the Premises described herein. In consideration of the undertakings of the parties contained herein, the City leases to Lessee, and Lessee leases from the City, the approximately 2,400 square feet Lancaster House building and land for which it is situated (approximately 0.096 acres) described in the sketch and legal description attached hereto as **Exhibit A** (the "Premises"). Lessee shall only use the Premises for Lessee's "not for profit" historical and educational operations and for the preservation/restoration/rehabilitation and public showing of the Lancaster House in compliance with the terms and conditions of this Lease. Additionally, pursuant to the lease agreement between the City and Cornerstone Charter Academy, Lessee is granted a non-exclusive license for vehicular ingress and egress to and from the Premises only over and through a driveway from Waltham Avenue public right-of-way and pedestrian access from the existing sidewalk through a pedestrian gate from Randolph Avenue. In the exercise of such non-exclusive access license, Lessee and its officers, employees, contractors and agents shall not take any action to cause the City to be in violation of the City's lease agreement with Cornerstone Charter Academy, (CCA).

2. Term: The Lease shall commence **on \_\_\_\_\_, 2025** ("Commencement

Date”) and extend for a **three (3) year period through-----, 2028** (“Term”), unless this Lease is earlier terminated. Extensions of the Term will be governed by Section 4.

3. Rent/ Taxes:

3.1 During the Term of this Lease, Lessee shall pay rent in the annual sum **of one (\$1) dollar** to the City at City of Belle Isle; Attn: Finance Director, 1600 Nela Avenue, Belle Isle, Florida 32809, **in one annual payment, payable on or before the first business day of** each calendar year. Any Rent payment made after any grace period provided in Section 17.1 (A) hereof shall be accompanied by a late charge equal to five percent (5%) of the Rent amount outstanding.

3.2 Sales and Use Tax. This Lease is exempt from Sales and Use tax pursuant to sec. 212.08 (7)(o) and (p), Fla. Stat. In the event the sales and use tax exemption is removed or eliminated, Lessee shall be responsible for payment of sales tax on the Lease Agreement. The Parties shall assist and cooperate with each other in order to qualify, secure and maintain the sales and use tax exemptions.

4. Option to Extend Term: During the Term and after the completion of the Restoration/Rehabilitation Improvements as described in Section 9.1, provided the Lessee has completed the Restoration/Rehabilitation Improvements and is not in default of any term or provision hereof, Lessee shall have the option (but not the obligation) to extend the Lease Term **by a ten (10) year** period from the expiration of the initial Term of this Lease of the Premises (the “Extension Option”). In order to exercise the Extension Option, the Lessee must deliver to the city written notice of exercising the Extension Option, executed by an officer of Lessee. The “Term” as used in this Lease will **include the ten (10) year Extension** Option period if the Extension Option is properly and timely executed.

5. Real Estate Taxes and Assessments:

5.1 Payment: Pursuant to sec. 196.1983, Fla. Stat., Lessee's use of the Premises for a Historical and Educational Non-Profit qualifies the Premises for an exemption from the payment of ad valorem taxes. For so long as Lessee occupies the Premises, Lessee shall pay non-ad valorem assessments, if applicable, on the Premises as same may become due and payable, and before any fine, penalty, interest or other charge may be added for nonpayment. To the extent any ad valorem taxes or special assessment become due and owing based on Lessee's use or leasing of the Premises, then Lessee shall be responsible for paying such ad valorem taxes and special assessments directly.

5.2 Cooperation: Lessee shall assist and cooperate with the City to qualify for, secure and maintain the ad valorem tax exemption.

6. Utilities: Beginning on the Commencement Date and continuing during the Term of this Lease, Lessee shall pay for all utility services consumed by Lessee upon the Premises, including without limitation gas and electricity, sanitary and storm sewer, water and telephone services. Such utilities will be established by Lessee under its separate accounts. To the extent that any utility services supplied to the Premises are billed directly to the City, Lessee shall reimburse the City, within thirty (30) days after the City's delivery to Lessee of an invoice therefore, for that portion of such utility services which is attributable directly to Lessee's use of the particular utility service.

7. Possession of Premises: City shall deliver possession of the Premises to Lessee on the Commencement Date. Lessee acknowledges that it shall be responsible for performing, at Lessee's sole cost and expense, any repairs, restoration or alterations deemed necessary by the authorities having jurisdiction to allow occupancy of the Premises for Lessee's use.

8. Fence Installation: Before making any other improvements to the Premises and no later than ninety days from the Commencement Date, Lessee, at its expense, shall cause the permitting and installation of a six-foot-high steel fence and gate along with perimeter of the Premises which should match the existing fencing of the adjacent Cornerstone Charter Academy. (This will be discussed)

9. Tenant Rehabilitation Improvements:

9.1 Restoration/Rehabilitation Improvements. In consideration for the City agreeing to lease the Premises to the Lessee, the Lessee at its sole cost and expense, shall cause the design, engineering, permitting and construction of certain minimum improvements to the Lancaster House and the Premises, which shall include (but not be limited to) the following (“Restoration/Rehabilitation Improvements”): Exhibit B provided by PCPD

Prior to seeking permits for and commencing the Restoration/Rehabilitation Improvements, Lessee shall submit design plans for the Restoration/Rehabilitation Improvements to the City for review, comment and approval (or rejection) as the property owner/lessor; such review, comment and approval is independent of the City’s permitting reviewing and approval authority. The Restoration/Rehabilitation Improvements must conform with the historical integrity of the Lancaster House. The Restoration/Rehabilitation Improvements must be commenced within six (6) months of the Commencement Date and must be completed within thirty (30) months from the Commencement Date unless otherwise extended by agreement of the City. Lessee shall perform all work on and Restoration/Rehabilitation improvements, to the Premises in a good and workmanlike manner and comply with all applicable laws, ordinances and requirements of governmental authorities with jurisdiction. Other than as set forth in Section 7, 8 and Section 9.1 of this Lease, no other

Restoration/Rehabilitation improvements shall be made to the Premises by Lessee without prior approval by a written addendum to this Lease executed by the parties.

9.2 No Liens. The Premises is owned by a municipality and is exempt from construction liens and other liens under Chapter 713, Florida Statutes. The Lessee shall ensure that any of its contractors performing work or Restoration/Rehabilitation improvements to Premises agree in their contracts that they shall not claim liens or place liens on or against the Premises and will comply with performance and payment bond requirements of Section 255.05, Florida Statutes. No construction liens or mechanics' liens shall be placed against the City's title in the Premises for or on account of the construction of any Restoration/Rehabilitation improvements upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the City's title or interest by the use of this language. Lessee agrees to promptly pay or bond any such liens and further agrees to indemnify and save harmless the City from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid. Further, the Lessee agrees to promptly notify any contractor making any Restoration/Rehabilitation improvements to the Premises of the provisions of this Lease contained in Section 9.2. The City and the Lessee agree that a short form memorandum of this Lease may be recorded in the public records of the jurisdiction in which the Property is located, containing the language of this clause, the name of the City, and the legal description of the leased lands. It is the intent of this Lease to comply with Section

713.10, Florida Statutes, as amended, and a Memorandum of this Lease may be recorded by the city.

9.3 Unless otherwise agreed in writing by the parties, and subject to Section 10 below, any Restoration/Rehabilitation improvements, alterations to the Premises by Lessee pursuant to this Lease shall remain on the Premises upon the expiration or earlier termination of this Lease, except to the extent personal property of Lessee may be removed, without damage to the Premises.

10. Trade Fixtures; Personal Property; Lessee, at its sole cost and expense, shall have the right, but shall not be obligated, to install, use, replace, and remove its trade fixtures and personal property, such as, without limitation, telephone and other communications equipment, task lights, and office furniture. Upon the expiration of the Term or the earlier termination of this Lease, Lessee shall have the right to remove trade fixtures and personal property, which was installed by Lessee, from the Premises, provided that Lessee shall repair all damage to the Premises resulting from such removal.

11. No Maintenance and Repairs by City: During the Term of the Lease, the City shall not be required to perform any maintenance, repairs or replacements with respect to any portion of the Premises.

12. Maintenance and Repairs by Lessee: Lessee, at its sole cost and expense, during the Term of this Lease shall keep the Premises, including without limitation the structure, roof, walls, windows, doors, plumbing, electrical and other mechanical systems, and the HVAC system, in a clean and orderly condition and shall perform all necessary and customary routine maintenance and minor repair to the Premises. Lessee shall mow, trim, irrigate and maintain the sod and landscaping on the Premises. Lessee shall maintain HVAC system, which shall include

the regular changing of filters. If Lessee fails to perform its maintenance and repair obligations within fifteen (15) days after the City's delivery to Lessee of notice of the need therefore, then City shall have the right, upon delivery of three (3) business days' notice to Lessee (unless it is an emergency in which no prior notice shall be required), to perform all or part of such maintenance and repairs, at the sole cost and expense of Lessee, and Lessee shall reimburse the City for such costs and expenses within thirty (30) days after the City's delivery to Lessee of an invoice therefore together with an additional supervision charge of twenty percent (20%) of all direct costs and expenses incurred by the City in connection therewith.

13. Insurance:

13.1 Casualty Insurance: At all times during the Term of this Lease, Lessee, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding, vandalism, malicious mischief and special extended perils or all-risk) in an amount not less than the full replacement cost of the Premises. Such insurance policy shall name both City and Lessee as insureds, as their interests may appear. The insurance companies selected by Lessee to provide such coverage shall be subject to the prior written approval of the City, which shall not be unreasonably withheld or delayed. Prior to executing this Lease, Lessee or its insurance broker shall provide City with a copy of the proposed Certificate of Insurance, including disclosure of coverage amounts and deductibles. The coverage amounts and deductibles are subject to the City's prior written approval in its sole discretion. Lessee is solely responsible for property insurance deductibles. The City shall have a right of action against Lessee for recovery of any deductible which Lessee does not promptly pay, after occurrence of a casualty loss so that it is available for expensing repairs due to such casualty loss, or other appropriate disbursement to the insureds as their interests appear because of such loss. Lessee's insurance shall be primary

and noncontributory over and above any other available liability insurance or self-insurance coverage available to the City at the time of any claims or lawsuits made as a result of, or covered by, this Lease.

13.2 Public Liability Insurance: At all times during the Term of this Lease, Lessee shall maintain in full force and effect a commercial public liability insurance policy for the Premises with respect to Lessee's negligence and with coverage limits of at least \$2,000,000 per occurrence and in the aggregate for bodily injury, or property damage liability. Such insurance policy shall name the City as an additionally insured, as its interests may appear. The insurance companies selected by Lessee to provide such coverage shall be subject to the prior written approval of the City, which shall not be unreasonably withheld or delayed. Prior to the Commencement Date of this Lease, Lessee or its insurance broker shall provide the City with a copy of the proposed Certificate of Insurance, with coverages conforming to this 13.2. The coverage amounts and deductibles are subject to City's prior written approval in its sole discretion. Lessee's insurance shall be primary and non-contributory over and above any other available liability insurance or self-insurance coverage available to the City at the time of any claims or lawsuits made as a result of, or covered by, this Lease.

13.3 Certificates: At any time during the Term of this Lease, the Lessee shall, upon request and within seven days of the request, supply the city with adequate evidence of the continued existence of applicable insurance coverage by certificate(s) of insurance, including deductibles, along with the declaration sheets for such insurance policies. Each such certificate shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to the insured party. Insurance certificates should evidence waiver of subrogation in favor of the City. Lessee



expressly understands and agrees that any insurance protection furnished by Lessee under this Lease shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of this Lease.

14. Subrogation Waiver: In the event that any portion of the Premises or Lessee's trade fixtures or personal property in the Premises shall be damaged or destroyed by fire, explosion or other casualty insured against pursuant to Section 13.1, whether or not such damage or destruction is caused, or claimed to be caused, by the negligence or misconduct of City, or any of its respective officers, officials or employees, the neither the Lessee nor its respective insurance company(ies), shall have any right of action, by way of subrogation or otherwise, against City, or any of its officers, officials and employees and arising from such damage or destruction, and each policy of insurance required pursuant to Section 13.1 shall provide a waiver and release by the insurer of any such right.

15. Damage or Destruction:

15.1 Repair and Restoration/Rehabilitation: In the event that the Premises shall be damaged or destroyed by fire, casualty, or other risk required to be insured against pursuant to Section 14.1 or at law, Lessee promptly shall deliver to City notice thereof. Unless terminated pursuant to Section 15.2. This Lease shall remain in full force and effect, and Lessee, at its sole cost and expense, shall promptly repair the damage or destruction and restore/rehab the Premises to substantially that condition existing immediately prior to such damage or destruction, which obligation of Lessee is not limited to the proceeds of casualty insurance. Until the completion of Lessee's repair and restoration/rehabilitation pursuant to this Section, Lessee's obligation to pay Rent and other amounts payable by Lessee hereunder shall be abated as of the date of the damage or destruction in proportion to the portion of the Premises so rendered unleaseable for

Lessee's activities, in Lessee's reasonable judgment.

15.2 Rights of Termination: City's and Lessee's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

(A) If the Premises shall be damaged or destroyed to the extent more than fifty percent (50%) of the full replacement cost thereof, then either City or Lessee may elect to terminate this Lease on thirty (30) days written notice by delivery of notice to the other within thirty (30) days after the date of such damage or destruction; or

(B) Upon delivery of any notice of termination pursuant to Section 15.2(A), this Lease shall terminate as of the date of termination, and Lessee shall have no further rights, liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

(C) Neither party shall have the right to terminate this Lease if the Premises shall be damaged or destroyed to the extent of less than or equal to fifty percent (50%) of the full replacement cost thereof.

16. Eminent Domain:

16.1 Public Taking: In the event that any material portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, Lessee or City promptly shall deliver to the other party notice thereof. In the event of any taking, appropriation or condemnation hereinabove

mentioned of all or a portion of the Premises, City shall be entitled to receive the entire award in any such proceeding, including any award made for the value of the estate vested in the Lessee by this Lease, and Lessee herein expressly assigns to City any and all right, title and interest of Lessee now or hereafter arising in or to any part thereof, and Lessee shall be entitled to receive no part of any such award. The foregoing shall not preclude Lessee from seeking to recover from the public or quasi-public agency (but not from City) an award for the loss of Lessee's furniture, fixtures and other personal property, loss of goodwill, severance damages, and moving expenses.

16.2 Rights of Termination: If, as a result of any of the events for which notice is required to be given under Section 16.1, the Premises no longer shall be fit and suitable for the use and occupancy thereof by Lessee for the conduct of its activities by reason of a material reduction of any portion of the Premises, Lessee may elect to terminate this Lease by delivery of notice to City. In such event, this Lease shall terminate effectively as of a date to be agreed upon by the parties, which shall not be sooner than a date sixty (60) days in advance of the date on which possession of the Premises is required by the public or quasi-public body; and thereupon Lessee shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of such date of termination.

17. Lessee's Default; City's Remedies:

17.1 Lessee Default: Each of the following events shall constitute a default of this Lease by Lessee (a "Lessee Default"):

- (A) The failure of Lessee to pay any Rent or other amount payable by Lessee hereunder within fifteen (15) days after the date on which the same is due.

(B) Subject to cure by Lessee when applicable, the failure of Lessee to perform any other term, condition, covenant or obligation of this Lease on the part of Lessee to be performed within thirty (30) days after the date on which Lessee receives from City written notice specifically describing such failure; provided, however, and notwithstanding the foregoing, if such failure cannot with due diligence be cured within said thirty (30) day period then provided Lessee, prior to the expiration of said thirty (30) day period commences to eliminate the cause of such failure and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such failure, Lessee shall have a reasonable period of time to cure such failure.

(C) The filing by or against Lessee in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of Lessee to cause any such filing to be dismissed within a period of twenty (20) days after the date of such filing.

(D) Any lapse in the insurance coverage required to be maintained by Lessee under this Lease.

(E) Dissolution of Lessee's not for profit corporation.

(F) Failure of Lease to use the Premises for a lawful purpose and in compliance with the terms and conditions of this Lease.

17.2 City's Remedies: In the event of a Lessee Default, City shall have the following rights and remedies after any further notice required by law:

(A) To enter upon the Premises and again have, repossess and enjoy the same as if this Lease had not been made, and all terms, conditions, covenants and obligations of this Lease on the part of City to be performed shall cease and terminate, without prejudice, however, to the right of City to recover from Lessee all Rent accrued hereunder as of the date of the Lessee Default;

(B) To relet the Premises, without termination of this Lease, for the remainder of the then existing Term for the rent reasonably obtainable by reasonable effort and negotiation, without advertisement, and to recover from Lessee any deficiency, between the amount so obtained and Rent payable by Lessee hereunder. Lessee shall, upon receipt of such notice, surrender possession of the Premises to City and remove all of Lessee's personal equipment and other effects therefrom, and City may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom.

(C) Declare the entire balance of rents due and payable.

(D) To pursue all other rights and remedies to which the City may be entitled hereunder, at law or in equity.

18. City's Default: Lessee's Remedies: In the event of any failure by the City to perform any material term, condition, covenant or obligation of this Lease on the part of City to be performed within fifteen (15) days after the date on which City receives from Lessee written notice specifically describing such failure, Lessee may: (i) cure such default by City on behalf of, and seek reimbursement from the City for the direct and actual out-of-pocket cost thereof; or (ii) elect to terminate this Lease by giving the City at least thirty (30) days' advance written

notice of the same. In the event City's default renders all or a portion of the Premises unleaseable, in Lessee's reasonable judgment, Lessee's obligation to pay Rent and other amounts payable by Lessee hereunder shall be abated until City's obligation to cure under this Section is completed.

19. Warranties and Representations:

19.1 Warranty of Title: City warrants and represents that: (A) The City of Belle Isle is the fee simple owner of the Premises has full authority to execute, deliver and perform this Lease; and (B) as of the date of this Lease, no third party has any right, title or interest adverse to City's right, title and interest hereunder in the Premises.

19.2 Hazardous and Toxic Conditions:

(A) City warrants and represents to the best of its knowledge that the Premises do not contain any material classified as toxic or hazardous under applicable federal, state and local laws, ordinances and requirements of governmental authorities with competent jurisdiction. City discloses that it has not performed an environmental survey to identify hazardous materials on the Premises.

(B) If a toxic or hazardous condition is discovered on the Premises then (i) Lessee shall: (a) promptly give City written notice of such condition, and (b) either City or Lessee may terminate this Lease without cost, loss, or liability to the other unless written mutual agreement is reached by the City and Lessee on the remediation of such conditions. Lessee shall at all times comply with all rules, requirements, orders, directives, ordinances, and

regulations applicable to Lessee's use and occupancy of the Premises, including without limitation all applicable federal, state, and local environmental laws, rules, requirements, orders, directives, ordinances and regulations.

19.3 Broker's Commission: City and Lessee each warrants and represents or the benefit of the other that it has not dealt with any real estate broker, finder or agent in connection with this Lease. Lessee and City shall indemnify and hold each other harmless from any liability incurred by reason of any breach by such party of such party's warranties and representations under this paragraph.

20. City's Right of Entry: Following reasonable notice to Lessee or without notice in the event of an emergency, City may enter upon the Premises as often as City may deem reasonably necessary for the purposes of inspecting the condition of the Premises. Except in the event of an emergency, City's right of entry shall be exercised upon prior reasonable written notice to Lessee and in a manner and at times such that there shall be no unreasonable interference with the use and occupancy of the Premises by Lessee for the conduct of its operations.

21. Indemnification: The Lessee agrees to indemnify, defend and hold the City and its officials, officers and employees (the "Indemnatee") harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, without limitation, environmental damages and remediation expenses, and reasonable attorneys' fees and costs (collectively, "Losses"), arising out of, or with respect to: (A) any breach of any warranty or representation or any covenant or agreement of the Lessee under this Lease; (B) any construction lien placed against the Premises arising from improvements to the Premises; or (C) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises

and attributable to the negligence, intentional acts, or misconduct of the Lessee, or its officers, employees, agents, contractors or invitees, except to the extent any such breach, any injury or death or any damage or destruction is attributable to the negligence or misconduct of the Indemnatee, or as otherwise specifically provided in this Lease; provided, however, that the indemnification obligation created by this Section shall be expressly conditioned upon the City delivering to the Indemnitor reasonable notice of any event giving rise to such indemnification obligation to the extent that Lessee is not already aware or have knowledge of such event. Anything to the contrary set forth herein notwithstanding, no party hereto shall be liable for consequential, special, or punitive damages. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to them or any of their respective officials, employees and agents under the Constitution and laws of the State of Florida.

22. Assignment and Subletting: Except as provided in this Section, Lessee shall not assign this Lease, or the Extension Option nor sublet any portion of the Premises, without the written consent of City and the City of Belle Isle ("City"), which City or the City may withhold in City's sole discretion. Absent the written agreement of City and City, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve Lessee of any of the terms, conditions, covenants and obligations of this Lease on the part of Lessee to be performed.

23. Holding Over: If Lessee shall continue to occupy the Premises after the expiration of the Term of this Lease or the earlier termination of this Lease (excluding the exercise of the Extension Option), then Lessee shall be deemed to be occupying the Premises as a Lessee from month-to-month, subject to the terms and conditions of this Lease except that the Lessee shall



pay as rent an amount equal to the Rent paid during the last full month of this Lease prior to its expiration.

24. Quiet Enjoyment: So long as Lessee is not in default hereunder, City covenants and agrees that Lessee shall have the peaceful and quiet possession and enjoyment of the Premises for the conduct of its activities during the Term of this Lease, without hindrance by City or any party whatsoever.

25. Surrender of Premises: Upon the expiration or earlier termination of the Term of this Lease, Lessee shall deliver up and surrender the Premises to the City in as good order and condition as upon the Commencement Date, subject to: (A) Lessee's improvements, alterations and renovations to the Premises, including without limitation Lessee's Improvement Work; (B) normal wear and tear; (C) damage by fire, explosion or other casualty; (D) Lessee's removal of its trade fixtures, provided, however that Lessee shall repair any damage caused to the Premises caused by such removal.

26. Notices; Computation of Time: For the purposes of all other notices and communications between the parties, the addresses of the City and Lessee shall be as follows, and will be delivered by email and first-class mail:

City:

City of Belle Isle  
Attention: City Manager  
Address: 1600 Nela Ave., Belle Isle, FL 32809  
Email: rickr@belleislefl.gov

With a copy to:

Fishback Dominick LLP  
Attention: Dan Langley, City Attorney  
1947 Lee Road  
Winter Park, FL 32789

Lessee:

Pine Castle Pioneer Days INC. (Future Lancaster House address)  
PO Box 593175  
Orlando, FL 32859-3175

With a copy to: N/A

Any notices and other communications to be delivered by either party to the other pursuant to this Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (A) one (1) business day after mailing by Federal Express or other overnight courier service; or (B) three (3) business days after deposit in the United States mail by certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice, with a copy also delivered by email.

27. Recording: Except as otherwise provided herein neither this Lease nor any short form thereof shall be recorded without the written consent of both parties. In the event the parties do consent to a recording, the party requesting the same shall pay any documentary transfer tax or other special tax or assessment associated with, or triggered by, such recording.

28. Signs: Lessee shall have the right to erect and display signs on the Premises in compliance with codes and ordinances as Lessee reasonably may request, subject to the prior written approval of City as to the design, location, and manner of affixing such signs, which approval may be granted or withheld in City's sole discretion, and also subject to compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Lessee shall remove all signage upon the termination of this Lease and shall repair any and all damage caused by the installation and maintenance of such signage on the Premises.

29. Miscellaneous:

(A) This Lease: (i) contains the entire agreement between the parties and no promise, representation, warranty, covenant, agreement, or understanding not specifically set forth in this Lease shall be binding upon either party; (ii) may not be amended, modified, or supplemented in any manner except in writing signed by the parties; (iii) shall be construed and governed under the laws of Florida; (iv) shall not be construed more stringently in favor of one party against the other regardless of which party has prepared the same; (v) shall be binding upon, and inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns; (vi) shall not be binding until this Lease shall be executed and delivered by the parties, to each other; and (vii) may be executed in counter parts, each of which shall be deemed an original, but which all together constitute the same instrument.

(B) The parties agree to obtain, execute, deliver, and file such additional documents, instruments, and consents as may be reasonably requested by either party, at the sole cost and expense of the requesting party, in order to fully effectuate the terms and conditions of this Lease.

(C) In the event of any default on the part of either party to this Lease and the necessity to initiate collection efforts or litigation for the enforcement of any right hereunder, then in such event, the prevailing party in such action shall be entitled to recover all reasonable costs and expenses of such action, including reasonable attorneys' fees.

(D) Exclusive venue for any lawsuit arising out of this Lease shall be filed in state court of Orange County, Florida.

(E) Radon Gas. Pursuant to Section 404.056 of the Florida Statutes, the following notice is given:

Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks 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.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives effective as of the date referred to in the Preamble on page 1 hereof.

**City of Belle Isle, a Florida municipal corporation**

Attest:

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Jason Carson, Mayor

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Yolanda Quiceno, City Clerk

**Pine Castle Pioneer Days, Inc.,**  
a Florida not-for-profit corporation

Attest:

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