

RESOLUTION NO 2024 - 063

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, CONSENTING TO THAT CERTAIN ASSIGNMENT OF LEASE BY LAND O'SUN MANAGEMENT CORPORATION, A FLORIDA CORPORATION TO ANABI REAL ESTATE DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY; MAKING FINDINGS OF FACT IN SUPPORT OF THE ASSIGNMENT OF THAT CERTAIN LEASE DATED JULY 16, 1985 BY AND BETWEEN SUWANNEE SWIFTY STORES, INC., A GEORGIA CORPORATION, FORMERLY KNOWN AS THE SOUTH GEORGIA GROCERY COMPANY, A GEORGIA CORPORATION ON A PARCEL OF REAL PROPERTY CONSTITUTING A PORTION OF THE LAKE CITY GATEWAY AIRPORT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID ASSIGNMENT OF LEASE; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID ASSIGNMENT OF LEASE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City(the "City") owns certain property adjacent to the Lake City Gateway Airport which property the City has leased for commercial purposes; and

WHEREAS, particularly by that certain lease dated July 16, 1985 by and between Suwannee Swifty Stores, Inc., a Georgia corporation(formerly known as The South Georgia Grocery Company) ("Suwannee Swifty") and the City (the "Lease"), the City leased such property to Suwannee Swifty for use as a convenience store; and

WHEREAS, on October 21, 1996, Land O'Sun Management Corporation, a Florida corporation ("Land O'Sun"), purchased from Suwannee Swifty certain of its assets; and

WHEREAS, among the assets acquired by Land O'Sun from Suwannee Swifty was an assignment of the Lease (the "1996 Lease Assignment"); and

WHEREAS, by amendment to the Lease dated July 15, 2010, the term of the Lease was extended via multiple five (5) year options to extend the Lease (the "Extended Lease"); and

WHEREAS, the current extension of the term of the Extended Lease ends on July 15, 2025; and

WHEREAS, Land O'Sun has now sold to Anabi Real Estate Development Corporation, LLC, a Delaware limited liability company ("Anabi"), and Anabi has acquired from Land O'Sun certain of Land O'Sun's assets; and

WHEREAS, among the assets acquired by Anabi from Land O'Sun was an assignment of the Extended Lease (the "2024 Lease Assignment"); and

WHEREAS, Land O'Sun has a right under the terms of the Extended Lease to assign the Extended Lease to a third party with the City's consent; and

WHEREAS, Land O'Sun has requested the City give its consent to the 2024 Lease Assignment; and

WHEREAS, Anabi has assumed and agreed to perform all of the duties and obligations required by the terms and conditions of the Extended Lease; and

WHEREAS, as further inducement to the City to approve the 2024 Lease Assignment, Anabi's affiliated company, AK, Inc., has agreed to guaranty the performance of Anabi's obligations required by the Lease; and

WHEREAS, given Anabi's agreement to assume and to be bound by all of the terms and conditions of the Extended Lease, and AK, Inc.'s actions to guaranty the performance of Anabi's obligations required by the Extended Lease, the City is willing to grant its consent to the 2024 Lease Assignment; and

WHEREAS, approving and consenting to the 2024 Lease Assignment in the form of the Exhibit attached hereto is in the public or community interest, for public welfare, and in the interests of the City; now therefore.

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving and consenting to the 2024 Lease Assignment in the form of the Exhibit attached hereto is in the public or community interest, for public welfare, and in the interests of the City; and
2. In furtherance thereof, the 2024 Lease Assignment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of such documents as are necessary to memorialize the foregoing consent to the 2024 Lease Assignment; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

This instrument prepared by:

David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd. Bldg. B
Gainesville, FL 32605
352-376-8201

SFPA #:24-0398.7

Site # 240

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made and entered into and shall be effective on this 11th day of June 2024 (the "**Effective Date**"), by and between Land O'Sun Management Corporation, a Florida corporation (the "**Assignor**"), whose mailing address is 3715 N.W. 97th Blvd. Ste. C, Gainesville, FL 32606, and Anabi Real Estate Development, LLC, a Delaware limited liability company (the "**Assignee**"), whose mailing address is 1450 N. Benson Ave., Unit A, Upland, CA 91786.

RECITALS:

A. Assignor, as lessee, and City of Lake City, Florida, a Florida municipal corporation ("**Lessor**") entered into that certain Lease dated July 16, 1985 (the "**Lease**") for the premises located at 923 SW State Road 100, Lake City, FL and on the real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Premises**").

B. The Lease was amended by that certain Amendment Number One to Lease Agreement dated August 20, 1999 and that certain Amendment Number Two to Lease Agreement Between dated July 15, 2010.

C. Suwannee Swifty Stores, Inc., formerly known as The South Georgia Grocery Company, assigned its interest in the Lease as the lessee to Assignor.

D. Lessor has consented to the assignment of Assignor's lessee's interest in the Lease to Assignee.

E. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, title and interest and obligations in and to the Lease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor does hereby transfer, assign, and set over to Assignee, all of Assignor's rights, title and interest in and to the Lease including all refundable tenant security deposits and prepaid rent, if any, made under the Lease.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

2. Assumption. Assignee hereby accepts said assignment, and assumes and agrees to be bound by all covenants, obligations, and liabilities of Assignor arising under or with respect to the Lease, from and after the Effective Date.

3. Additional Documentation. Assignor and Assignee each agree to execute and deliver such other documents, certificates, agreements, endorsements, and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Assignment.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts; Electronic Signatures. Assignor and Assignee may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

7. Incorporation by Reference. The above Recitals are incorporated into this Assignment by reference.

[EXECUTION PAGE TO FOLLOW.]

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:
Land O'Sun Management Corporation,
a Florida corporation

By: *Alan S. Fogg, Jr.*
Alan S. Fogg, Jr.
Its: President

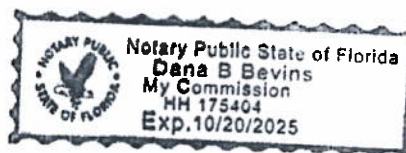
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization this 6th day of June 2024 by Alan S. Fogg, Jr., the President of Land O'Sun Management Corporation, a Florida corporation, on behalf of the corporation. He (check one) is personally known to me or ___ has produced a valid driver's license as identification.

Dana B. Bevins
Print Name: DANA B. BEVINS

Notary Public, State and County Aforesaid
My Commission Expires:
Commission Number:

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ASSIGNEE:

Anabi Real Estate Development, LLC,
a Delaware limited liability corporation

Rawa Anabi

By: Rawa Anabi
Its: Manager

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA §
 §
COUNTY OF San Bernardino §

On June 10, 2024, before me, Reem Annabi, Notary Public, personally appeared Rawa Anabi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

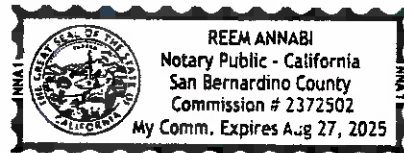
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reem Annabi

(SEAL)

Signature



**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT 'A'

Site #240

Leasehold Estate created by an unrecorded Lease Agreement dated July 16, 1985 by and between The City of Lake City (Landlord) and Land O'Sun Management Corporation (Tenant), as evidenced by that certain Memorandum of Lease recorded in Official Records Book 886, Page 1007, of the Public Records of Columbia County, Florida, demising the following described parcel of land:

One acre, more or less, in the Southwest corner of the Lake City Municipal Airport at the Intersection of State Road 100 and Price Creek Road, Columbia County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Sections 34 and 35, Township 3 South, Range 17 East and a portion of Sections 2 and 3, Township 4 South, Range 17 East, being more particularly described as follows: COMMENCE at a concrete monument marking the northeast corner of said Section 3; thence South 02°07'56" East along the East line of said Section 3 a distance of 1.34 feet to a rebar marking the intersection of said East line with the northerly right-of-way line of State Road 100 (105 foot right-of-way) and the POINT OF BEGINNING of the following described parcel; thence North 52°07'56" West along said right-of-way line a distance of 110.47 feet to a rebar marking the intersection of said right-of-way line with the easterly right-of-way line of County Road 245 (Price Creek Road)(70 foot right-of-way); thence North 01°37'46" East along said easterly right-of-way line a distance of 158.11 feet to a rebar; thence South 88°31'54" East a distance of 235.97 feet to a rebar; thence South 19°13'18" West a distance of 282.37 feet to a rebar on the aforesaid northerly right-of-way line of State Road 100; thence North 52°07'55" West a distance of 76.28 feet to the POINT OF BEGINNING.

A.P.N. 35-3S-17-07322-002 (27712)

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**