

THIS INSTRUMENT PREPARED BY:

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City of Gainesville
P.O. Box 490, Station 46
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City of Gainesville Lease

THIS **LEASE AGREEMENT** ("Lease") is entered into as of the last signature date affixed hereto ("Effective Date") by and between the **City of Gainesville, Florida**, a municipal corporation under the laws of the State of Florida with a mailing address of P.O. Box 490, Station 6, Gainesville, Florida 32601 ("Landlord") and **Park People Inc. (formerly known as Double 18, Inc.)**, a Florida corporation, whose address is 30 N. Main Street, Gainesville, Florida 32601 ("Tenant") (hereafter collectively "Parties"). In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

SECTION 1. LEASE OF PREMISES. Landlord hereby leases to Tenant the building and surrounding property as more specifically depicted in **Exhibit A**, attached to this Agreement and made a part hereof ("Premises"), located in Depot Park and having an address of 201 Depot Avenue, Gainesville, Florida. The Premises include two buildings identified in **Exhibit A** as 1910 and 1860 ("Buildings"), the attached deck, the gravel area, the concrete pad, and the breezeway all as depicted on **Exhibit A**, and which in total include 6150 square feet with 2400 square feet of air conditioned/heated space. **This Lease shall be recorded in the Public Records of Alachua County, Florida, by the Tenant, at its sole cost, within five (5) days of execution of same.**

SECTION 2. USE; IMPROVEMENTS, MAINTENANCE, REPAIR; RULES AND REGULATIONS.

A. Use. Tenant shall use the Premises as follows: Building 1910 to include uses such as a restaurant and general store, serving pre-made foods, drinks, beer, wine, general store merchandise, souvenirs, together with customary accessory uses; Building 1860 together with the surrounding deck and gravel area to include uses such as restaurant, outdoor seating, entertainment, together with customary accessory uses; Breezeway must remain open for access to Depot Park and may not be closed by Tenant. Tenant must receive written approval from Landlord, at Landlord's sole discretion, before any other uses may be allowed on the Premises. The points of contact for the Landlord include the Department of Sustainable Development Economic Opportunity Special Projects Division and the Depot Park Manager. In the future, the point of contact may be a Contractor providing these services for the City.

- 1) Breezeway. The Breezeway located between Building 1860 and Building 1910 is a primary entrance to Depot Park. Tenant may not close or obstruct the Breezeway or in any manner prohibit the use of the Breezeway as an entrance to Depot Park.
- 2) Building 1860. A portion of Building 1860 is an open air space. The open air space will be used by Tenant as an entertainment and performance area. Tenant may rent the space to private individuals for events and performances. Landlord shall be permitted to utilize the open air portions of Building 1860 for events, up to ten (10) times per calendar year with five (5) business days' advance notice to Tenant, pending space availability and at mutually agreeable times and days.

Tenant may sell beer and wine on the Premises and Tenant's patrons may consume beer and wine on the Premises. Tenant may not sell any tobacco products or e-cigarettes on the Premises.

Tenant may allow the operation of one (1) food truck on the Premises, which must be in conformance with the City of Gainesville Land Development Code and other applicable laws, rules, and regulations. Tenant shall be fully liable

for all actions, inactions, negligence, or wrongdoing of the food truck operation and Tenant's indemnification and insurance provisions in Section 6 of this Lease shall include and protect the Landlord from all liability associated with the food truck operations. Vendor vehicles cannot enter, exit or drive within Depot Park unless escorted by a member of Depot Park staff. Vendor/Tenant should contact the Depot Park Manager to coordinate vehicle access at least one business day in advance.

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance of Premises in good order and satisfactory condition. Tenant agrees that Landlord has made no representations respecting the condition of the Premises; that Landlord has made no representations as to conformance with applicable laws respecting the condition of the Premises or the presence or absence of Hazardous Substances in, at, under, above, or abutting the Premises; that no warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material have been given; and that no promise to decorate, alter, repair, or improve the Premises either before or after the execution hereof have been made by Landlord or its agents to Tenant except as contained herein. Tenant shall create no public nuisance or allow a public nuisance to be created in or from the Premises. Tenant shall not store, manufacture, or sell any explosives, flammables, or other inherently dangerous substances, chemicals, things, or devices from the Premises. Tenant shall not conduct any trade, business, or occupation that is unlawful. Tenant shall maintain compliance with all relevant federal, state, and local laws, rules, and regulations.

B. Maintenance and Repair.

- 1) Tenant Responsibilities. Tenant shall maintain the Premises in a clean and sanitary condition by providing routine janitorial, pest prevention, and trash removal services. Tenant shall be responsible for maintaining any grease trap(s) present on the Premises (including at least monthly pumping of the west tank that services the freight building and at least semi-annual pumping of the east tank that services the general store), heating or air conditioning unit (HVAC), windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the Commencement Date. This Tenant duty includes routine repairs and maintenance of the HVAC systems, but not for replacement. Routine repairs are those repairs necessary to keep the HVAC systems in the same condition as existed on the first day of the Lease term, and not exceeding \$500 per repair. The Landlord shall be responsible for the expense of any HVAC repairs beyond the \$500 that Tenant is responsible for in each repair needed.

Tenant shall promptly report to Landlord any damage or necessary repairs to the Premises. The Tenant will be responsible for repairing any damage caused by acts, omissions, or negligence of the Tenant or its employees, agents, licensees, patrons, guests, or invitees. Tenant shall also be responsible for and shall repair all damage caused by installation and removal of furnishings, furniture, fixtures, or property allowed under this Lease to be placed or removed by Tenant. All such repairs must be made in a good and workmanlike manner. In the event of Tenant's failure to make repairs within a reasonable period of time, or in the event that the repairs are inadequate in the sole judgment of the Landlord, the Landlord may elect to make such repairs and perform such maintenance and the Tenant shall pay to the Landlord, upon demand, the reasonable costs of such repairs and maintenance.

Tenant shall be responsible for any Tenant build-out improvements, which must be pre-approved by the Landlord prior to any required regulatory permit or prior to construction if no regulatory permitting is required. The Tenant may install planters or vegetative barriers and fencing, or similar, to control ingress and egress to the outdoor space of the Premises, subject to Landlord approval prior to any required regulatory permit or prior to construction if no regulatory permitting is required. The points of contact for the Landlord include the Department of Sustainable Development Economic Opportunity Special Projects Division and the Depot Park Manager.

- 2) Landlord Responsibilities. Landlord shall be responsible for the maintenance and repair of the roof, exterior walls, structural portions of the building, fire safety alarms including any "fire watch" responsibility for

system malfunctions as approved by Gainesville Fire Rescue, exterior pest control, and any required replacement of HVAC equipment and the expense of any HVAC repairs beyond the \$500 that Tenant is responsible for in each repair needed. The Landlord is also responsible for damage to other improvements on the Premises, including facility or Tenant improvements, due to the failure of any of these systems. The Landlord is responsible for the repairs of any and all water damage due to a failure of the roof, exterior walls, structural portions of the building, or the HVAC equipment. The Landlord shall regularly maintain the exterior of the Premises and its associated buildings, which must include pressure washing of the Premises and building exteriors no less than once per year and repainting of the buildings on the Premises no less than once per every five (5) years.

The Landlord must provide Tenant with a single point of contact for all facility operations, which is the Department of Sustainable Development Economic Opportunity Special Projects Division and the Depot Park Manager. The Tenant shall notify this Landlord facility point of contact in writing of any issues that arise that are Landlord's responsibility to remedy. If Landlord within 30 days of the date of Tenant's notice does not either remedy the issue or contact Tenant in writing with a reasonable plan to remedy the issue, then Tenant may remedy the issue at Tenant's cost and may deduct the expense of the remedy from Tenant's next month's Rent due and submit documentation of the remedy expense to Landlord.

The Landlord shall coordinate with Tenant regarding all planned City of Gainesville events held at Depot Park where the City of Gainesville estimates that event attendance will be greater than 300 persons, and Landlord shall not prohibit or preclude access to the Premises in conjunction with any Depot Park event without the Tenant's written approval, except as deemed necessary by the sole discretion of Gainesville Fire Rescue or the Gainesville Police Department for the health, safety, and welfare of the public. The Tenant shall coordinate with Department of Sustainable Development Real Estate Division staff and the Depot Park Manager regarding all planned events where the event attendance will be greater than 300 persons.

SECTION 3. TERM OF LEASE; SURRENDER OF PREMISES. This Lease term will commence on the first day of the month immediately following the month of the Effective Date of this Lease ("Commencement Date"), which Commencement Date is also specified in **Exhibit B** attached to this Lease and incorporated herein by reference, and this Lease term will expire after a period of **five (5) years** from the Commencement Date, unless earlier terminated as provided in this Lease.

Following the initial term, the Tenant will have the option of extending this Lease for **two (2) additional consecutive term(s) of five (5) years**, provided Tenant is not or has not been in default under the terms of this Lease. Tenant shall notify the Landlord, in writing, not less than six (6) months prior to the expiration date of the Lease if the Tenant desires to exercise the extension option. The extension term(s) will commence immediately upon the expiration of the initial or previous lease term. In the event of the extension of this Lease, the terms and conditions of this Lease will remain in full force and effect for the duration of the extended term(s), unless otherwise agreed to in writing by the Parties; however, the Rent for the extension term(s) will be as provided in Section 4 of this Lease.

On or before the date of termination of this Lease, Tenant shall remove its furniture, movable equipment, and other personal property not attached to the Premises. Anything not removed on or before the date of termination of this Lease will become the property of the Landlord. Upon termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises and surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear, and return to the Landlord all tangible personal property supplied by Landlord to Tenant other than Tenant's own personal property.

SECTION 4. RENT. Tenant agrees to pay base rent (the "Base Rent") together with applicable sales tax in consecutive monthly installments commencing on and in such amounts as described in **Exhibit B**, which is attached hereto and incorporated herein by reference. The Base Rent, sales tax, and any other charges, fees, or amounts

due from the Tenant to the Landlord under the terms of this Lease are hereinafter collectively referred to as "Rent."

The Base Rent for the first year of the term of this Lease is \$5625.00 per month and will increase at a rate of 3% each year thereafter throughout the term of this Lease. For any Lease extensions in accordance with Section 3 of this Lease, the Base Rent for the first extension term will increase to \$6625.00 per month for the first year and will increase at a rate of 3% each year thereafter throughout the extension term(s).

Tenant agrees to pay the Rent in advance on or before the first of every month. **The Rent shall be made payable to "City of Gainesville" and shall be delivered on or before the 1st of each month to the Billings and Collections Office, Attn: Phyllis Plummer, 200 E. University Avenue, Gainesville, FL 32601.** The Landlord's preference is for payment to be made by Electronic Transfer. If Tenant makes the monthly payment on or after the 10th day of the month, Landlord shall assess a late fee of 5% of the Rent due for that month. The late fee is intended to compensate Landlord for administrative expenses associated with responding to late payment, and shall not be considered liquidated damages or interest. Non-payment or delay in the payment of Rent beyond thirty (30) days from the due date will be deemed a default of this Lease and shall be grounds for termination of this Lease. Written notice will be provided to the Tenant if a change of payment instructions occurs.

SECTION 5. UTILITIES. Tenant agrees to obtain utility service from the utility providers approved by the Landlord for service at the site. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises and agrees to timely pay any and all charges for gas, electricity, water, sewage, telephone, solid waste, and recyclables collection, and all other utilities. All utilities shall be accounts in the name of Tenant, and Landlord shall have no liability for the cost of such utilities, or for any damage, injury, or inconvenience caused by interruption of utility service.

SECTION 6. INDEMNIFICATION AND INSURANCE.

- A. Indemnity.** Tenant agrees to indemnify, hold harmless, and defend at Landlord's request and sole discretion, Landlord and its officers, employees, elected officials, agents, consultants, independent contractors, and any successors to Landlord's interest from and against all claims, demands, losses, damages, liabilities, suits, fines, penalties, and costs (including attorneys' fees for trial and appeal) of any kind and nature arising from or in any way connected with the acts, omissions, or negligence of Tenant and its employees, agents, licensees, patrons, guests, and invitees on the Premises or in any way arising from or connected to this Lease. Tenant hereby covenants and agrees that all obligations of Tenant under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of Landlord under this Section shall be in addition to any other rights and remedies under this Lease or at law or in equity.
- B. Insurance.** Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting Landlord and Tenant against liability for any accident, injury, or damage on or in the Premises. Should Landlord determine that Tenant's operations present a risk of loss of damage greater than anticipated, Tenant may be required to maintain greater insurance coverage different in scope of loss covered and amount of coverage. Prior to the Commencement Date of this Lease, Tenant shall furnish to Landlord appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after thirty (30) days' prior written notice of such cancellation or material change to the Landlord. All required insurance products must name the Landlord as an additional insured.

Landlord shall maintain all risk property policy for the Historic Depot Building.

- C. Sovereign Immunity.** No provision(s) of this Lease may be interpreted or deemed as a waiver of Landlord's sovereign immunity.

- D. Loss or Damage to Tenant's Property.** All personal property of any kind or description whatsoever in or on the Premises, whether owned by Tenant or others, will be at the Tenant's sole risk and Landlord will not be liable for any damage done to or loss of such personal property. Landlord will not be liable to Tenant because of any interruption of services or utilities, and such interruption or failure will not relieve Tenant from the duty to pay the Rent provided herein, or constitute or be construed as a constructive or actual eviction of Tenant. Tenant shall secure any insurance necessary to cover loss or damage to Tenant's property.

SECTION 7. LICENSES, PERMITS AND COMPLIANCE WITH LAWS AND RULES. Tenant shall, at Tenant's expense, obtain all necessary licenses and permits, which may be required for the conduct of Tenant's business. Tenant shall, at Tenant's own expense, observe and comply with all laws, ordinances, directives, orders, rules, and regulations of all federal, state, municipal, or other authorities having or claiming jurisdiction over the Premises, Tenant, or the conduct of Tenant's business.

SECTION 8. TENANT ALTERATIONS, IMPROVEMENTS, AND FIXTURES.

- A. Landlord Review and Improvements.** The Landlord, specifically the Department of Sustainable Development Economic Opportunity Special Projects Division and the Depot Park Manager, shall review any Tenant improvements and alterations at the Premises. Tenant shall meet with the Landlord to coordinate any improvements or alterations proposed by the Tenant. The Parties agree that the Landlord maintains final approval over all architectural designs, improvements, or alterations to the Premises. This Landlord review is solely for the purposes of this Lease and in no way constitutes or shall be deemed approval by or a waiver of any review, permits, or approvals required by the City of Gainesville. Landlord shall work together with Tenant to improve safe public access to the Historic Depot Building, including potential cross-walk enhancements for Depot Avenue.

Tenant may not dig, excavate, install, construct, pave, or otherwise disturb the soil on the Premises unless Tenant received prior written approval from Landlord and follows all protocol for handling contaminated soil. Tenant may not cause stormwater to be retained on premises. Tenant may not use groundwater from the Premises.

- B. Approved Alterations.** Tenant may, at its own cost and expense, make such improvements or alterations to the Premises as have been approved by the Landlord in writing. Any improvements or alterations shall not impair the safety or the appearance of the Premises, and shall comply with all applicable laws, ordinances, and regulations. Contractors or workers, approved in writing in advance by Landlord, shall perform such work at Tenant's expense. Landlord shall have the right to require that the work be performed at such time and upon terms, conditions, and scheduling satisfactory to Landlord. All labor required for construction within the Premises shall be contract labor and shall not be deemed employees of the City.

Tenant may erect tents for shading over the outdoor seating area located on the southern side of the Historic Depot Building between the building and the southern boundary of the Premises. Tenant may install, at Tenant's expense, up to the maximum allowances for exterior and interior signage as provided in the City of Gainesville Land Development Code, subject to approval of the Landlord, which shall not be unreasonably withheld.

- C. Fixtures.** All fixtures installed by Tenant in the Premises including lighting, molding, and any other article permanently affixed to the floor, wall, or ceiling of the Premises shall become the property of Landlord and shall be surrendered with the Premises at the termination or expiration of this Lease. However, Landlord may direct Tenant, at Tenant's expense, in writing to remove any or all fixtures installed by Tenant on the Premises and to repair, at Tenant's expense, all damage caused by such removal and to return the Premises to its original condition, reasonable wear and tear excepted.

- D. Construction Liens Prohibited.** Tenant shall promptly pay for all labor and materials used in constructing any improvements, alterations, or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against Landlord or the Premises by, against, through, or under Tenant or its contractors. Tenant shall notify its contractors that Landlord's interest shall not

be subject to any liens or claims for alterations, improvements, or fixtures to the Premises by Tenant. Landlord's interest shall not be subject to any liens or claims for alterations, improvements, or fixtures to the Premises by Tenant. If any such lien or claim is filed, Tenant shall cause the same to be discharged within twenty (20) days of the filing of the lien.

SECTION 9. DEFAULT; RIGHTS AND REMEDIES; SETTLEMENT OF EXISTING CLAIMS.

- A. Default.** Tenant shall be deemed in default under this Lease if Tenant fails to pay within thirty (30) days of the due date any Rent or other charges provided for in this Lease; fails to observe or perform any other term, condition, covenant, or obligation of this Lease within ten (10) days of written notice to do so; abandons the Premises; or fails to immediately cure any potentially hazardous conditions that Tenant, Tenant's employees, agents, licensees, patrons, guests, or invitees have created.
- B. Remedies.** Upon a Tenant default, Landlord shall be entitled to immediately terminate this Lease and to recover from Tenant all unpaid Rent and additional charges due up to and including the date of termination as well as any additional sums provided by law (including attorneys' fees and costs) for which Tenant is liable or for which Tenant has agreed to pay Landlord. If Landlord terminates this Lease for breach or default, Landlord may re-enter the Premises at any time at Landlord's discretion. Tenant agrees, following termination of the Lease, to immediately surrender the Premises to Landlord and to deliver to Landlord all keys to the Premises and to deliver to Landlord any other property supplied by Landlord and not owned by Tenant. In the event Tenant defaults, Tenant agrees to pay the Landlord's attorneys' fees and all other costs and expenses resulting from the default. In addition to the statutory remedies and lien, Landlord shall have a lien for the payment of Rent upon the fixtures and equipment of Tenant located in the Premises. This lien may be enforced upon the nonpayment of Rent and additional charges by the taking and sale of such property in the same manner as allowed by law in the case default under a chattel mortgage.

SECTION 10. BANKRUPTCY. If, at any time during the term of this Lease, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, this Lease shall be canceled and terminated. Tenant agrees to notify Landlord in writing within 24 hours of any such filing. In the event of bankruptcy by Tenant, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of the Premises, but shall forthwith quit and surrender the Premises.

SECTION 11. PROPERTY DAMAGE OR OTHER CASUALTY; CONDEMNATION.

- A. Release of Landlord.** Landlord is hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, wind, ice, snow, or any leak or flow from or into any part of the Premises from any damage or injury resulting from any cause whatsoever. In addition, Landlord shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, the interruption of the use of the Premises, or the termination of this Lease by reason of any damage or destruction of the Premises.
- B. Right to Terminate.** In the event that the Premises are totally destroyed or so damaged by fire or other casualty, and the damage cannot be repaired or restored within a reasonable length of time, as Landlord may determine in the exercise of its sole discretion, Landlord shall have the right to terminate this Lease.

- C. Right to Restore.** If the damage is partial, such that the Premises can be restored to their former condition within a reasonable time, as Landlord may determine in the exercise of its sole discretion, Landlord may at its option restore the Premises with reasonable promptness, reserving the right to enter upon the Premises for that purpose. Landlord reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Premises, even though such entry may have the effect of rendering the Premises or some portion thereof temporarily unavailable for occupancy. In such event, the Rent shall be apportioned and suspended during the time that Landlord is in possession, taking into account the proportion of the Premises rendered unavailable for occupancy and the duration of Landlord's possession. If a dispute arises as to the amount of Rent due under this clause, Tenant agrees to pay the full amount claimed by Landlord, though Tenant shall retain the right to proceed by law to recover any disputed Rent payment.
- D. Condemnation.** If during the term of this Lease, or any extension or renewal thereof, all of the Premises is taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the Rent shall be abated during the un-expired portion of the lease, effective as of the date of the taking of the Premises. If less than all of the Premises is taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not terminate unless either party, at its option, terminates the Lease by giving written notice thereof to the other party. The date of termination shall be the date the condemning authority takes title. In the event that the Lease continues in effect following partial condemnation, Landlord shall, at its sole expense, restore and reconstruct the Premises to make same reasonably tenantable and suitable for the use for which the Premises is leased. The Rent payable hereunder during the reconstruction period shall be reduced in proportion to the reduction in square footage of the Premises available for Tenant's use during the reconstruction period. Tenant hereby assigns and transfers to Landlord any claim it may have to compensation for damages as a result of condemnation proceedings, and under no circumstances shall Tenant share in any such compensation for damages.

SECTION 12. NO WAIVER OR BREACH. Any failure or neglect by Landlord to assert or enforce any rights or remedies after any breach or default by Tenant shall not prejudice Landlord's rights or remedies with regard to any existing or subsequent breaches or defaults.

SECTION 13. ATTORNEY'S FEES. If any action is brought to enforce this Lease or any provision of this Lease, to evict the Tenant, to collect Rent, to collect damages for an alleged breach of the Lease, or for a declaratory judgment under the terms of this Lease, the prevailing party in any such action, whether plaintiff or defendant, shall be entitled to reasonable attorney's fees, in addition to costs of the suit.

SECTION 14. BURDEN, BENEFIT; APPLICABLE LAW; AMENDMENTS. This Lease shall be binding on and inure to the benefit of the respective successors and assigns of the Landlord and of Tenant. This Lease shall be construed according to the laws of the State of Florida, venue in Alachua County, Florida. This Lease may be modified only in writing signed by the parties or their respective successors in interest.

SECTION 15. HAZARDOUS SUBSTANCES; ENVIRONMENTAL LAWS. Except as may be permitted in writing by Landlord, the storage, use, or disposal of Hazardous Substances is prohibited on the Premises. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous, or toxic substances as those terms may be defined in any federal, state, or local law, rule, regulation, or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof). Should the Landlord grant such permission, Tenant must supply Landlord Material Safety Data Sheets for all Hazardous Substances used, stored, or disposed of by Tenant. In addition, Tenant must comply with all OSHA, EPA, and other federal, state, or local requirements regarding Hazardous Substances. Tenant hereby indemnifies and holds Landlord and Landlord's officers, managers, agents, and employees harmless from and against, and shall reimburse Landlord and Landlord's officers, managers, agents, and employees for any and all "Losses" (as hereinafter defined) arising from, out of, or as a consequence directly or indirectly of the release or presence of any Hazardous Substance on the Premises which first occurs during the Term of this Lease, whether foreseeable or unforeseeable, and whether or not known to Tenant, it being

understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up, and disposal of such Hazardous Substance and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable environmental laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Landlord by reason of any violation of any applicable environmental law which occurs, or has occurred, upon the Premises during the Term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, it being expressly understood and agreed that to the extent Landlord and Landlord's officers, directors, shareholders, managers, members, agents, and employees, or any of them are strictly liable under any applicable statute or regulation pertaining to the protection of the environment, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. "Losses" shall mean any and all loss, claims, liability, damages, and injuries to person, property, or natural resources, cost, expense, action, or cause of action.

Tenant shall comply with all environmental laws throughout the term of this Lease. Tenant hereby covenants and agrees that all obligations of Tenant under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of Landlord under this Section shall be in addition to any other rights and remedies under this Lease or at law or in equity.

SECTION 16. BROWNFIELD DESIGNATION – ENVIRONMENTAL CONTROLS.

A. Brownfield Designation and Environmental/Remedial Action at or near the Premises. The Parties acknowledge that Depot Park, including the Premises, is a designated Brownfield Area under Section 376.80, Florida Statutes (the "Florida Brownfield Act") based on documented soil and groundwater impacts from offsite releases of manufactured gas plant wastes and onsite releases of industry-related heavy metals and organic contaminants. Tenant acknowledges that certain environmental assessments and remedial actions have been and are being undertaken in Depot Park at or near the Premises and that those environmental assessments and remedial actions were associated with: 1) coal tar contamination associated with the former manufactured gas plant located on or near the Premises; 2) petroleum contamination associated with the former MCB Oil (aka Gas Depot) property; 3) arsenic and polycyclic aromatic hydrocarbons associated with the use of Depot Park as a railroad train depot; 4) chlorinated volatile organic compound contamination associated with the former Rinker property located in the northeast corner of Depot Park; and 5) coal tar and petroleum contamination associated with the Poole Roofing property north of Depot Avenue. Environmental assessment and remedial action documentation relating to these five referenced properties are available for Tenant's review through the FDEP.

Depot Park is the subject of a 2002 Brownfield Site Rehabilitation Agreement ("BSRA") between the Landlord and Florida Department of Environmental Protection (FDEP). In addition, Landlord has entered into a Consent Order with the FDEP, Case NO. 88-0539, dated the 28th day of September, 1992 (the "Consent Order"), and the Landlord has agreed to implement certain corrective actions to remediate the site, including the Premises, as provided in the BSRA and obligated under the Consent Order. Specifically, the corrective actions the Landlord implemented pursuant to the BSRA and Consent Order obligated the Landlord to remove coal tar contamination and to place two feet of clean soil on the Premises, to maintain the two feet of clean soil, and to record a restrictive covenant with respect to the Premises ("DRC").

The Landlord represents and warrants that the Landlord has completed the removal of the coal tar and the construction of a cap consisting of two feet of clean fill and Engineering Controls on the Premises in accordance with regulatory requirements, the Consent Order, and the BSRA. The Landlord will faithfully perform any further corrective actions that are required under the BSRA and Consent Decree with respect to the Premises and has completed construction of all stormwater improvements outside the Leased Premises required for use of the Premises as contemplated herein.

B. Other Remediation Activities. The Landlord's remediation activities at Depot Park are on-going as of the Effective Date. After the Landlord's successful completion of all remediation required by the Consent Order and the BSRA, the Landlord will seek to obtain from FDEP a Site Rehabilitation Completion Order (SRCO) for the Site, including the Premises, pursuant to Paragraph 16 of the BSRA. In obtaining the SRCO, the Landlord may be required to record restrictive covenants similar to **Exhibit C** attached hereto. In the event FDEP requires joinder by the Tenant of the restrictive covenants, Tenant shall agree to and sign off on the restrictive covenants. If the restrictive covenants contain any additional terms than included in **Exhibit C**, which adversely impact Tenant's uses listed in Section 2 of this Lease, Tenant may terminate this Lease.

C. Property Condition. The Tenant is leasing the Premises in its physically "as is" condition. The Tenant acknowledges that it has made, or has had an opportunity to make, a thorough and complete inspection of the Premises as necessary to fully inform itself of its condition and suitability for its intended uses subject to the terms of this Lease. Subject to compliance with this Lease and any restrictive covenants in place, the Tenant shall have no liability for historic soil and groundwater contamination, if any, impacts present on the Premises as of the Effective Date, unless the Tenant, after becoming aware of such impacts, takes action (other than typical site development activities associated with the Project) that materially exacerbates or otherwise materially increases the threat that such soil or groundwater conditions create to human health or the environment.

SECTION 17. NOISE. Noise levels created by Tenant or their employees, agents, licensees, patrons, guests, or invitees must not exceed the applicable limit as provided in Chapter 15, City of Gainesville Code of Ordinances.

SECTION 18. TAXES. Tenant agrees to pay all intangible taxes assessed against the Landlord or the Tenant as a result of Tenant's operation, use, and occupancy of Premises or personal property on Premises. The Rent during the initial term of this Lease is inclusive of property taxes and sales tax as described in **Exhibit B**. An advance monthly payment for ad-valorem property taxes and assessments will be estimated by Landlord based on the prior year's tax bill or based on an estimate provided by the County Property Appraiser or County Tax Collector, and shall likewise be remitted to the Landlord each month with the Rent. Upon receipt of its property tax bill in November of each year, Landlord will send Tenant a written statement reconciling the advance estimated payments made by Tenant for property taxes and assessments with the actual amount imposed on the Premises by the Tax Collector. In the event the actual amount exceeds the amount paid by the Tenant to that date, Tenant shall pay the Landlord the shortage amount. In the event the actual amount is less than the amount paid by the Tenant to that date, Landlord shall refund the overpayment to the Tenant. The payment to Landlord or refund to Tenant shall be made within 30 days of the date of Landlord's written statement or as such other time as is mutually agreed upon by the Parties. All other taxes or assessments shall be at the sole expense of and paid directly by the Tenant. In addition, Tenant shall comply with all applicable requirements for a Business Tax Receipt under Chapter 25, Article III of the City of Gainesville Code of Ordinances.

SECTION 19. NON-DISCRIMINATION. Tenant will not discriminate against any person upon the basis of race, religion, color, marital status, sex, natural origin, sexual orientation, disability, or age, in either employment or with regard to services, as applicable, in accordance with any federal, state, and local laws.

SECTION 20. RELATIONSHIP WITH LANDLORD. Tenant shall not use any trademark, service mark, trade name, or other indicia of the Landlord, nor shall Tenant hold itself out as having any business affiliation with the Landlord other than a landlord-tenant relationship, and upon direction of the City Manager, the Tenant shall issue public disclaimers to that effect.

SECTION 21. DAYS AND NOTICE. Any reference in this Lease to days shall mean calendar days. All notices, demands, or communications of any kind that may be required or desired to be served, given, or made shall be sufficient if delivered in person or sent through the United States mail, certified or registered, return receipt requested, addressed to the Parties at the addresses stated on page 1 of this Lease. Either party may change the address to which subsequent notices shall be sent.

SECTION 22. QUIET ENJOYMENT. Tenant, upon paying the Rent and performing the covenants and agreements of this Lease, shall quietly have, hold, and enjoy the Premises and all rights granted Tenant in the Lease during the term hereof.

SECTION 23. RIGHTS AND REMEDIES CUMULATIVE. All rights and remedies of the Parties hereto shall be cumulative and shall not be construed to exclude any other rights or remedies allowed by law consistent with the terms and conditions hereof.

SECTION 24. POSSIBILITY OF RADON GAS. Pursuant to Florida law, Tenant is hereby advised as follows: **RADON GAS:** 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 health department. (Section 404.056(5), Florida Statutes (2008)).

SECTION 25. SUBLETTING AND ASSIGNMENT. The Tenant acknowledges that this Lease is not transferrable and that Tenant may not assign the Lease, any part of the Lease, or any of the rights or obligations herein without the prior express and written consent of Landlord, which consent may be granted or denied in the sole discretion of the Landlord. The Tenant shall not sublet, sublease, or otherwise grant any other party any license or right in relation to the Premises or any part thereof without first obtaining the express and written consent of the Landlord, which consent may be granted or denied in the sole discretion of the Landlord.

SECTION 26. ENTRY. Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice, or immediately in the event of emergency, to examine the same and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part. During the three (3) months prior to the expiration date of the term of this Lease or any renewal term, Landlord may exhibit at the Premises the usual notices "TO LET" or "FOR RENT", which notices Tenant shall permit to remain thereon undisturbed. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility, or liability whatsoever, for the care, maintenance, or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

SECTION 27. BROKERS. Tenant warrants that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity that could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this Lease and will indemnify the Landlord against any such claims.

SECTION 28. INTERPRETATION. The terms and provisions hereof shall be construed and interpreted without regard to which party may have drafted it.

SECTION 29. SEVERABILITY. The Lease consists of this document and any Exhibits attached hereto. If any section, sentence, clause, or phrase of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Lease.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed.

TENANT:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, by _____, as the _____ of _____, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name typed, printed, or stamped

My Commission Expires: _____

LANDLORD:
CITY OF GAINESVILLE

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, by _____, as the City Manager of the City of Gainesville, on behalf of the City. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name typed, printed, or stamped

My Commission Expires: _____

:

Exhibit "A"

Historic Depot Building Leasable Area (boundary shown in red)

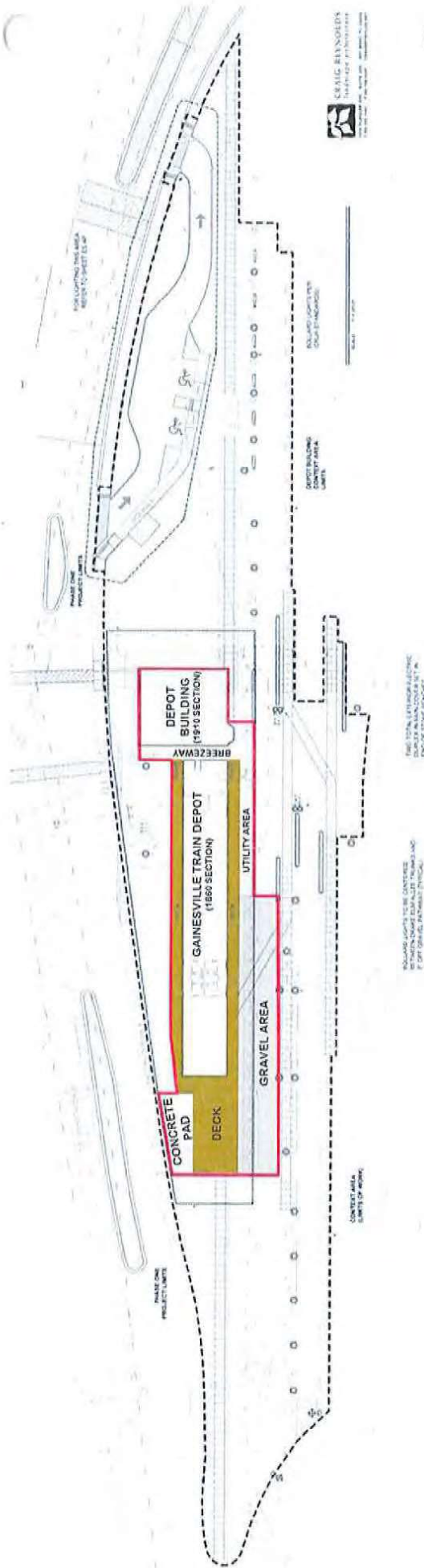


Exhibit "B"
RENT SCHEDULE

THIS RENT SCHEDULE is a material part of that certain Lease by and between The City of Gainesville, Florida, a municipal corporation, ("Landlord") and Park People Inc. (formerly known as Double 18, Inc.), a Florida Corporation, ("Tenant") and Scott Shillington ("Guarantor") for the Premises located at 201 Depot Avenue, Gainesville, Florida:

- A) Premises Refer to Exhibit "A" into Lease
 B) Escrows Security Deposit (due at signing of this Lease) \$3,899.74 (from original lease)
 C) Monthly Rent

	Base Rent	Property Tax, including special assessments (estimated per Section 18 of the Lease)	Sales Tax (at current rate of 6.5%)	Total (Estimated)
Year 1	\$5,625.00	\$250.00	\$381.88	\$6,256.88
Year 2 – Year 5	3 % Annual Increase	TBD	TBD	TBD
Renewal Option:				
Year 6 – Year 10 Year 11 – Year 15	\$6,625.00 and 3 % Annual Increase	TBD	TBD	TBD

- D) Initial Term 5 Years
 E) Commencement Date TBD

Exhibit "C"

This instrument prepared by, or
under supervision of:

William L. Pence, Esquire
BAKER & HOSTETLER LLP
SunTrust Center Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
407-849-4000

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 17th day of March, 2016, by City of Gainesville, a municipal corporation, whose principal office is located at 200 E. University Avenue, Suite 402, Gainesville, Florida 32627 (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Alachua, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property");

B. The Restricted Property comprises a portion of the FDEP Facility known as the "Depot Park Site." FDEP Project Identification Numbers for the Depot Park Site include COM_223909, COM_69589, and the Brownfield Area Identification Number is 3F010001002.

C. The discharge of certain contaminants ("Contaminants") on and/or near the Restricted Property is documented, in part, in the following documents that are incorporated by reference:

1. Depot Park Site, Western Railroad Corridor, Gainesville, Alachua County, Florida, FDEP Contract No.: HW526, dated February 2009, prepared by MACTEC Engineering and Consulting, Inc.;

2. Remedial Action Plan Modification for Poole Roofing and Initial Remedial Action Plan for Former CSXT Parcel, dated March 2008, prepared by Environmental Consulting and Technology, Inc. ("ECT");
3. RAPMOD Addendum, dated November 10, 2008, prepared by ECT;
4. Remedial Action Plan Modification for Former CSXT Parcel Phase 2 Source Removal, dated February 2009, prepared by ECT;
5. Brownfield Site Rehabilitation Agreement entered into between Grantor and FDEP dated September 17, 2002; and
6. Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, reference number 88-0539.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that was previously identified on and/or near the Restricted Property. These reports confirm that contaminated groundwater and/or soil as defined by Chapter 62 of the Florida Administrative Code exists on the Restricted Property.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure to any Contaminants present on the Restricted Property, to reduce or eliminate the possibility that the applicable remedies are disturbed and to reduce or eliminate the threat of migration of any such Contaminants

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, in compliance with all applicable Florida and federal environmental laws and regulations, and to induce FDEP to enter into the Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:

a. GROUNDWATER USE RESTRICTIONS

- i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the

Restricted Property, other than monitoring wells pre-approved in writing by FDEP. Additionally, there shall be no construction of stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without the prior written approval from FDEP in addition to any authorizations required by FDEP and the applicable Water Management District.

- ii. For any dewatering activities, a plan approved by FDEP must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

b. SOIL RESTRICTIONS

- i. The area of soil contamination located on the Restricted Property has been permanently covered with a minimum of two (2) feet of clean and uncontaminated soil ("Soil Cap") that prevents human exposure (hereinafter referred to as the "Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") relating to the Restricted Property, dated March 15, 2016, prepared by Geosyntec Consultants, has been approved by FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control, the criteria for determining when the Engineering Control has failed, and includes a soil management plan and a health and safety plan. The parties acknowledge that construction of improvements on the Restricted Parcel is contemplated, and that portions of the Soil Cap will be replaced, in whole or in part, with asphalt, concrete or building foundation during construction. No such construction shall be undertaken without the prior written consent of FDEP and all such construction shall comply with the ECMP and any other limitations imposed by FDEP.
- ii. Excavation and construction deeper than two (2) feet below land surface is not prohibited on the Restricted Property, provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements and the ECMP. Nothing contained herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective representatives, successors and assigns.
4. GRANTOR hereby grants to FDEP a right of entry upon and access at all reasonable times to the Property with prior notice to GRANTOR for the purpose of monitoring the restrictions contained herein.
5. GRANTOR hereby reserves unto itself, the full right of ingress and egress on, over, under, across and through the Restricted Property as is necessary to enforce, operate, inspect and confirm compliance with this Declaration or otherwise perform GRANTOR's obligations under that certain Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, or that certain Brownfield Site Rehabilitation Agreement entered into between GRANTOR and FDEP dated September 17, 2002.
6. It is the intention of GRANTOR that the restrictions and conditions contained in this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR and FDEP, and to any and all persons or entities hereafter having any right, title, or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its rights in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of any rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP, as provided in paragraph 7 hereof. This Declaration may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any of all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
7. To ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

8. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records Alachua County, Florida. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Restricted Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenants described in this Declaration.

{Remainder of page intentionally left blank; signature page(s) to follow}

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this 17th
day of March, 2016.

GRANTOR

CITY OF GAINESVILLE

ATTEST:



Kurt Lannon, Clerk of the Commission

By:



Anthony Lyons, Interim City Manager

Approved as to Form and Legality:



Lisa Bennett, Assistant City Attorney II

Signed, sealed and delivered
in our presence as witnesses:

Witness: Sharon D. Williams Date: 3/17/16Print Name: Sharon D. WilliamsWitness: Karen E. Pruss Date: 3-17-16Print Name: KAREN E PRUSS

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledge before me this 17 day of March,
2016, by Anthony Lyons, in his capacity as the Interim City Manager
of the City of Gainesville.

Commission Expires: 2-19-18

Helen J. Harris
Signature of Notary Public

Helen J. Harris
Print Name of Notary Public

Commission No. FF 094219

(AFFIX NOTARY SEAL)

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:

Approved as to form by:

Toni L. Sturtevant

Toni Sturtevant, Asst. General Counsel
FDEP - Office of General Counsel

GREGORY STRONG, Director

NORTHEAST DISTRICT
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256-7590

Signed, sealed, and delivered in
the presence of:

V. D. BRADY Ford

Witness Signature

V. D. BRADY Ford

Printed Name

5-9-16

Date

Roxanne M Smith

Witness Signature

Roxanne M Smith

Printed Name

5-9-16

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of May,
2016, by GREGORY STRONG, who is personally known to me.

V. D. BRADY Ford

Notary Public, State of Florida at Large



Victoria Brady Ford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FP007021
Expires 02/1/2019