PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson\*\*
Andrew H. Cohen
Kelly M. Fernandez\*
Maggie D. Mooney\*
R. David Jackson\*
Regina A. Kardash\*

Telephone (941) 306-4730 Facsimile (941) 306-4832 Email: kfernandez@swflgovlaw.com

Reply to: Venice

\* Board Certified City, County and Local Government Law

\*\* Of Counsel

December 7, 2020

VIA U.S. MAIL AND E-MAIL TO jettyjacks@gmail.com Christopher Johnson, Manager Jetty Jack's, LLC P.O. Box 944 Venice, FL 34284

RE: Notice of Default of Lease Agreement

Dear Mr. Johnson

I am the City Attorney for the City of Venice ("City") and am contacting you regarding your failure to remit amounts due the City pursuant to the Lease Agreement you entered into with the City on behalf of Jetty Jack's, LLC dated October 10, 2017. Pursuant to the Lease Agreement, "Ground Rent" is payable in equally monthly installments of \$1,000.00, in advance, on the first day of each month. A late charge of 5% of the rent payment is assessed for each payment paid five or more business days after its due date. In addition, the Lease Agreement also requires the payment of an additional monthly rent based on a percentage of the monthly gross receipts of Jetty Jack's. As of November 30, 2020, Jetty Jack's is in breach of the Lease Agreement for the failure to pay \$2,075.12 in rent.

Due to COVID-19, the City closed Humprhis Park and the South Jetty from March 21, 2020 to May 10, 2020. The City acknowledges that as a result of these closures, Jetty Jack's was also effectively closed during the same time period due to lack of access. On September 30, 2020, City staff met with you to discuss a potential amendment to the rent provisions of the Lease Agreement to address the closure as the existing Lease Agreement has no applicable provisions providing for rent abatement. Enclosed is the Amendment to Lease Agreement

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proposed by the City which would allow the City, upon request by Jetty's Jacks, to abate the Ground Rent if the premises become inaccessible due to the actions of the City such that Jetty Jack's is unable to operate the food concession for a time period equal to or in excess of thirty (30) days. On November 10, 2020, you provided a counter-proposal for an Amendment to Lease Agreement which the City has determined is unacceptable.

Should you agree to the Amendment to Lease Agreement originally proposed by the City (enclosed herein) and it is approved by City Council, the Ground Rent would be prorated for 51 days resulting in a credit of \$2,012.88 against the past due amount. Absent execution of the Amendment to Lease Agreement, there is no provision for rent abatement and \$2,075.12 remains due and immediately payable. You have until December 21, 2020 to cure the default by either executing and returning the enclosed Amendment to Lease Agreement or remitting all past due amounts to the City. If the default is not timely cured, the City will pursue any and all allowable remedies.

NOTICE: The undersigned attorney is attempting to collect a debt owed to the City, and any information obtained will be used for that purpose.

Unless you, within thirty (30) days after your receipt of this letter, dispute the validity of the aforesaid debt (or any portion thereof) owing to the City, the undersigned attorney shall assume the debt is valid. If you notify the undersigned in writing within the said thirty (30) day period that the debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the City and mail same to you. (We will suspend our collection efforts until we have provided this information to you.) Upon your written request within this thirty (30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor. (We will suspend our collection efforts until we have provided this information to you.)

Thank you for your immediate attention to this matter. Please contact me or Len Bramble, Assistant City Manager, with any questions.

Sincerely,

Kelly M. Fernandez

Enclosure

cc:

Len Bramble, Assistant City Manager Linda Senne, CPA, Finance Director