

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and executed on _____, 2017, by and between the CITY OF VENICE, a Florida municipality, hereinafter referred to as "Lessor", and Jetty Jack's, LLC, a Florida Limited Liability Company, hereinafter referred to as "Lessee."

1. DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee rents from Lessor, for the purpose of operating a food concession and public restrooms, and for no other purpose, the following described premises located at 2000 Tarpon Center Drive, in Venice, Florida, Exhibit A, Legal Description, attached hereto and incorporated herein.

As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

2. TERM

The initial term of this Lease shall commence on November 15, 2017, and shall be for a term of forty-eight (48) months. As used in this Lease, the expression "term of this Lease" refers to such initial term and to any renewal of the Lease as provided herein. At all times, this Lease shall be contingent upon the Department of the Army's Consent to Easement to Use Corp of Engineers Right of Way regarding the Premises, a copy of which is attached hereto as Exhibit B.

3. RENT

(a) Ground Rent. The total annual rent for each year of this Lease shall be twelve thousand dollars (\$12,000) per year payable in equal monthly installments of one thousand dollars (\$1,000) each, in advance, on the first day of each month. Lessee agrees to pay Lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to five percent (5%) of the rent payment shall be assessed for each rent payment paid five (5) or

more business days after its due date. The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Lessee's operation of the food concession and the public restrooms on the Premises, which may arise or become due during the term of this Lease shall be paid by Lessee, unless otherwise provided for herein. Lessor shall be indemnified by Lessee against such costs, expenses, and obligations.

(b) **Percentage Rent.** In addition to the aforementioned ground rent, Lessee agrees to pay Lessor, in the manner and upon the conditions and at the time set forth hereinafter, and as a percentage rent hereunder, a sum, equivalent to the amount of: one percent (1.00%) of Lessee's monthly Gross Receipts between \$0 and \$14,999.99; two percent (2.00%) of Lessee's monthly Gross Receipts greater than or equal to \$15,000 and less than or equal to \$19,999.99; three percent (3.00%) of Lessee's monthly Gross Receipts greater than or equal to \$20,000 and less than or equal to \$24,999.99; four percent (4.00%) of Lessee's monthly Gross Receipts greater than or equal to \$25,000 and less than or equal to \$29,999.99; five percent (5.00%) of Lessee's monthly Gross Receipts greater than or equal to \$30,000 and less than or equal to \$34,999.99; six percent (6.00%) of Lessee's monthly Gross Receipts greater than or equal to \$35,000 and less than or equal to \$39,999.99; and seven percent (7.00%) of Lessee's monthly Gross Receipts greater than or equal to \$40,000. Said percentage rent shall be payable as hereinafter provided at the office of Lessor or at such other place as Lessor may designate without any prior demand therefore, and without any set-off or deduction whatsoever.

(1) Said percentage rent shall be paid monthly on or before the fifteenth of the month and the amount shall be determined by the total Gross Receipts for the prior month ending on the last calendar day of the month. The first percentage rent payment shall be due on December 15, 2017, and shall be for the pro-rated period commencing November 15, 2017, and ending November 30, 2017.

(2) The Lessee covenants and agrees to keep and maintain an accurate and true record of the gross receipts and all deductions therefrom permitted by this Lease. The Lessee shall record all gross

sales by depositing same in or through a cash register or similar device and maintaining and keeping cash register tapes or similar records. The Lessee further agrees that it will keep and preserve its records according to standard recognized accounting practices and that the Lessee shall make all of its accounting records conveniently available to the Lessor's Auditor at any reasonable time for the purpose of determining the accuracy of the Lessee's reports of gross receipts and deductions.

(3) As soon as is practicable, but in no event later than the 15th day of each month, Lessee shall furnish to Lessor financial statements which show the total gross receipts for the prior term upon which the percentage rent is calculated.

(4) The term "Gross Receipts" as used herein, is hereby defined to mean receipts from gross retail sales of Lessee and of all licensees, concessionaires, and lessees of Lessee, from all business conducted on or from the Premises by Lessee and all others, and whether such sales be evidenced by cash, check, credit, charge accounts, exchange, or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, and merchandise, and for services performed on or at the Premises, whether such orders be filled from the Premises or elsewhere, and whether such sales be made by means of merchandise or other vending devices on the Premises. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they would have been included in Gross Receipts. There shall be deducted from Gross Receipts the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Receipts. Gross Receipts shall not include the amount of any sales tax, tips or gratuities.

(c) Lessee shall pay all rents, fees, charges, and billings required to be paid to Lessor under

this Lease to the following address: City of Venice, 401 W. Venice Ave., Venice, FL 34285. The address to which payment shall be submitted may be changed by Lessor by providing not less than (30) days written notice to Lessee.

4. JANITORIAL SERVICES

Lessee shall, at lessee's sole expense, perform all janitorial services necessary to maintain the public restrooms located on the Premises in good, sanitary, and neat order, condition, and repair. Such services shall be performed daily throughout the term of this Lease and shall, at a minimum, include the following:

A. Daily requirements:

1. All waste receptacles in the restrooms will be emptied and removed to an acceptable container provided by the Lessor.
2. Restrooms floors to be swept and mopped.
3. Mirrors and bright work to be cleaned and polished.
4. Wash and disinfect all basins, bowls, and urinals.
5. Wash and clean all partitions and dispensers.
6. Clean and sanitize drinking fountains.
7. Spot clean doors, switch plates, and walls.
8. Sweep exterior of the Premises including all floors, decks, stairs, and rails.
9. Refill all toilet tissue, soaps, and towels as needed, especially at the beginning and ending of the day.
10. Plunge toilets if any stoppages occur.
11. Check doors, windows, and facility for security and operation, and report all problems and malfunctioning items to Lessor immediately.

B. Weekly requirements or as needed:

1. Clean all interior walls and baseboards.
2. Clean windows.
3. Dust around light fixtures.
4. Remove cobwebs from interior and exterior surfaces of entire facility.
5. Dust all high horizontal surfaces above the average reach of a person, such as doors, windows, etc.

Lessor shall supply an adequate amount of paper products and cleaning supplies, upon demand, to Lessee for the performance of the above-described janitorial services. Lessor shall also supply an adequate amount of storage space on the Premises for said paper products and cleaning supplies.

Damages from vandalism that destroys part of the Premises (i.e. walls, floor, sink, toilet, light fixtures, doors, permanent markings or etching on walls, etc.) or that requires the services of a licensed professional (i.e., plumber or electrician) shall be the responsibility of the Lessor. Vandalism that resulted in such things as stopped toilets, unrolled paper rolls, etc. (i.e. things that can be readily resolved without construction, painting, or similar efforts) shall be the responsibility of the Lessee.

5. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease and any extensions thereof.

6. "AS IS" CONDITION

Lessee taking possession of the Premises shall be conclusive evidence that the Premises and all structures and buildings as well as all component parts and fixtures, if any, were in satisfactory condition and accepted as of the date of possession. No promises of the Lessor to alter the Premises and no representations respecting the condition of the Premises have been made by Lessor to Lessee other than as specifically set forth in this Lease.

7. DELIVERY OF POSSESSION

If, for any reason whatsoever, Lessor cannot deliver possession of the Premises to Lessee at the commencement of the term of this Lease, as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession. In that event, there shall be a proportionate reduction of rent covering the period between the commencement of the Lease term and the time when Lessor can deliver possession in a condition satisfactory to the Lessee.

8. USE OF PREMISES

Lessee shall use the Premises solely for the purposes of operation and management of a concession, and public restrooms. Lessee shall provide the sale of food and beverages, and rentals such as fishing poles, beach chairs and umbrellas. Rentals of motorized and non-motorized watercraft, floats, flotation devices, fins, masks, snorkels, or any other products to facilitate waterborne activities shall be prohibited. Lessee shall not use or permit the Premises, or any part of the Premises, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are leased. No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the building located on the Premises, or any part of the Premises, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply

with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste or any nuisance on the Premises with regard to the operation of a concession as is within the Lessee's control.

10. OPERATION OF CONCESSION

Lessee shall operate the concession, as provided for herein, on the Premises at all times during the term of this Lease unless permitted to not do so, in writing, by Lessor, or as specified herein. The concession must be open seven (7) days per week including both Saturday and Sunday, with the exception of July 4th for the annual fireworks display. Lessee is granted the right to close on Thanksgiving Day, Christmas Day, New Year's Day, Easter, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day and Martin Luther King, Jr. Day.

In addition, the concession must be open a minimum of six (6) continuous hours per day. The concession may not open for business before 6:00 AM throughout the entire year. The concession must close for business no later than 7:00 PM when Eastern Standard Time is in effect (beginning with the 1st Sunday in November and ending on the Saturday before the 2nd Sunday in March), and no later than 9:00 PM when Eastern Daylight Savings Time is in effect (beginning with the 2nd Sunday in March and ending on the Saturday before the 1st Sunday in November).

Notwithstanding the foregoing, Lessee may, in Lessee's reasonable discretion, close operations due to inclement weather which has the potential to impact the safety or welfare of Lessee or its employees ("Adverse Weather Conditions"). When closing for Adverse Weather Conditions, a sign must be posted advising customers of the reason for closure and estimated time of re-opening. Lessee also acknowledges that Lessor may close the South Jetty and, effectively, the concession, due to weather or other safety conditions at its sole determination.

11. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Except in cases of an emergency or concern for public health and safety, Lessor shall provide reasonable written notice to Lessee prior to entering the Premises for purposes of inspection.

12. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to it, or allow any person other than Lessee and Lessee's agents and employees to occupy or use the Premises or any part of them, without first obtaining Lessor's written consent. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this Lease at the Lessor's option. Lessee's interest in this Lease is not assignable by operation of law without Lessor's written consent.

13. NOTICES

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: City Manager, Venice City Hall, 401 W. Venice Ave., Venice, FL 34285

TO LESSEE: Christopher Johnson, P.O. BOX 944, Venice, FL 34284

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

14. TAXES AND ASSESSMENTS

a. Taxes as additional rent. As additional rent under this Lease, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever related to the Lessee's operation of the food concession on the Premises. This includes all governmental charges regardless of name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Premises, or any part of the Premises, the leasehold of Lessee here, the Premises described here, any building or buildings, or on or against Lessor by reason of its ownership of the fee underlying this Lease, during the entire term of this Lease, excepting only those taxes specifically excepted below.

b. Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final

determination of the contest, on giving to Lessor written notice prior to the commencement of any such contest, which shall be at least ten (10) days prior to delinquency, and on protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any contest.

c. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this Lease to be paid by Lessee, promptly on payment of them.

15. CONSTRUCTION OF IMPROVEMENTS

All existing improvements constructed upon the Premises, and all alterations, changes, or additions thereto, shall be the property of the Lessor and Lessee shall have only a leasehold interest therein, subject to the terms of this Lease.

16. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

a. Maintenance of improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the food concession, public restrooms (as provided for in Section 4 herein), and the grounds adjacent to the building on the Premises, in good, sanitary, and neat order, condition and repair. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in such Premises.

b. Damage to and destruction of improvement. In case of damage to or destruction of the food concession, Lessee shall at its own expense promptly repair and restore said improvements to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the above obligation of Lessee, the proceeds of any insurance covering specifically the damage or destruction of the food concession shall be made

available to Lessee for repair and restoration. In case of damage to or destruction of the food concession and/or public restrooms, the decision to repair and restore shall be made solely by the Lessor. The Lessor will not be responsible for replacing or repairing the structure in the event that it fails due to an Act of God, weather, or structural failure. Lessee's Agreement will terminate in the event that the structure is no longer in a safe operating condition.

17. UTILITIES

Lessee shall contribute a sum of two hundred dollars (\$200.00) to the Lessor for monthly water, sewer, and electric service and usage fees. Lessee shall be responsible for all other utility services furnished to the Premises throughout the term of this Lease and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises by the Lessee and all activities conducted on the Premises by the Lessee.

18. LIENS

a Lessee's duty to keep Premises free of liens. Lessee shall keep all of the Premises and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made on the Premises, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify Lessor and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give Lessor written notice no less than thirty (30) days in advance of the commencement

of any construction, alteration, addition, improvement, or repair estimated to cost in excess of one thousand dollars (\$1,000) in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

b Contesting liens. If Lessee desires to contest any lien, it shall notify Lessor of its intention to do so within ten (10) days after the filing of the lien. In such a case, and provided that Lessee shall, on request by Lessor, protect Lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until ten (10) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until executions had on any judgment rendered on it, and such delay shall be a default of Lessee under this Lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from the contest.

19. INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, or visitor to the Premises. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or will later be placed or built on the Premises and to the property of Lessee on the Premises, and for injuries to persons or property on the Premises, from any cause arising at any time. This Section shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or employees. Further, this Section shall not apply to any loss, injury, death or damage to persons or property which at any time

may be suffered or sustained by any person while using or occupying or visiting the restrooms on the Premises unless said loss, injury, death or damage is due to Lessee's negligent maintenance of the restrooms on the Premises.

20. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21. OPTION TO RENEW

Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this Lease for two (2) additional renewal periods of twenty-four (24) additional months each, beginning upon expiration of the initial term of this Lease, at a total annual rent amount to be agreed upon by the parties, and otherwise subject to and on all of the terms and conditions herein contained. This option must be exercised by the Lessee to the Lessor, with a written notice of the exercise of the option by Lessee, no later than six (6) months prior to the expiration of the initial term of this Lease and any subsequent renewal, but Lessee shall in no event be entitled to renew the term of this Lease, even though notice is timely given, unless Lessee shall have timely performed all of its obligations under this Lease, and shall not be in default in the performance of any of its obligations, on the date of the expiration of the current term of this Lease. Lessor may consider an extension beyond the two (2) additional renewal periods, provided Lessee has timely performed all of its obligations under this Lease, and is not in default in the performance of any of its obligations, on the date of

the expiration. Further, any such extension shall be subject to the mutual written agreement of the Lessor and Lessee.

22. REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions of this Lease on its part to be kept and performed, and at the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly quit and surrender the Premises to Lessor in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by Lessee of any of the covenants which Lessee has undertaken, this Lease may be terminated as provided in this Lease.

23. REMEDIES CUMULATIVE

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

24. INSURANCE

Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, maintain the following insurance coverages upon the food concession:

Commercial General Liability: including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Auto Policy: including bodily injury and property damage for all vehicles owned, leased, hired vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

Workers Compensation: Concessionaire will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required

under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

The policies of insurance shall be primary and written on forms acceptable to Lessor and placed with insurance carriers approved and licensed by the State of Florida.

All policies required herein are to be written on an occurrence basis and shall name the Lessor, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease, and the insurer(s) shall agree to waive all rights of subrogation against the lessor, its Agents and Employees. Each policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
2. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to lessor.

The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for any damages, injury or loss caused by Lessee's negligence or Lessee's neglect connected with this Lease.

25. PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in the building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment,

transfer, or sale shall be void and of no effect.

26. NOTICE OF DEFAULT

Except as to the provisions of Section 10 of this Lease, Lessee shall not be deemed to be in default under this Lease in the payment of rent or the payment of any other moneys required in this Lease, or in the furnishing of any bond or insurance policy when required unless Lessor shall first give to Lessee written notice of the default and Lessee fails to cure the default within ten (10) business days. Except as to the provisions or events referred to in the preceding sentence of this section, Lessee shall not be deemed to be in default under this Lease unless Lessor first gives to Lessee written notice of the default, and Lessee fails to cure the default within a ten (10) business day period or, if the default is of such a nature that it cannot be cured within ten (10) business days, Lessee fails to commence to cure the default within such period of ten (10) business days or fails to proceed to the curing of the default with all possible diligence.

27. DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall, at the expiration of the cure period, and upon delivery of written notice of default to Lessee, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease. Upon termination of this Lease, Lessor may re-let the Premises or any part of the Premises for such term or terms, which may be for a term extending beyond the term of this Lease, and at such rent or rents and on such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alternations and repairs, at no cost to Lessee, to the Premises.

28. LESSOR'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any act or thing provided for in this Lease, defaults under this Lease and the failure continues for a period of ten (10) business days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing, entering on the Premises for such purpose, if Lessor shall so elect, and Lessee shall repay to Lessor, on demand, any expenses related to same. Any act or thing done by Lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease or the performance of it, or of any other right or remedy of Lessor.

29. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

30. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

All improvements constructed upon the Premises, and all alterations, changes, or additions thereto, shall be the property of the Lessor and Lessee shall have only a leasehold interest therein, subject to the terms of this Lease. Unless otherwise provided herein, Lessee shall have the right to remove Lessee's equipment from the Premises upon termination or expiration of the Lease.

31. WAIVER

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such subsequent breach of any term, covenant, or condition contained in the Lease. Except for the failure of Lessee to pay the particular rent so accepted, the subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease if Lessor is without knowledge of the preceding breach at the time of acceptance of rent.

32. EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

33. PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and sub-letting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable under the Lease.

34. TIME OF THE ESSENCE

Time is of the essence in this Lease, and of each and every covenant, term, condition, and provision of this Lease.

35. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

36. AMERICANS WITH DISABILITIES ACT

Lessee shall at all times maintain compliance with the requirements of "The Americans with Disabilities Act" as published in the Federal Register and the State of Florida's Accessibility Requirements Manual on the Premises.

37. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "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 Public Health Unit".

38. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Unless otherwise stated herein, any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County, South County Division.

39. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

40. CORPORATE TENANCY

If Lessee is a corporation, the undersigned officer of Lessee hereby warrants and certifies to the Lessor that Lessee is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Lessor. The undersigned officer of Lessee hereby further warrants and certifies to the Lessor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. The Lessor, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee.

If Lessee is a corporation, other than one whose shares are regularly and publicly traded on a recognized stock exchange, Lessee represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease.

41. RELATIONSHIP OF THE PARTIES

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, shall not be deemed an agent of Lessor and Lessor shall in no way be responsible for the duties and obligations of Lessee. Lessee shall have no responsibility for the duties and obligations of the Lessor.

42. AMENDMENTS

Unless otherwise specified herein, this Lease may only be amended or modified by written instrument executed by the parties hereto.

43. ENTIRE AGREEMENT

This Lease constitute the entire agreement between the parties hereto and supersedes all prior written agreements and understandings, oral or written, between the parties relating to the subject matter hereof.

44. ACKNOWLEDGEMENT

The parties acknowledge that they have read this Lease, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

JETTY JACK'S, LLC



Witness

By:




Christopher Johnson, Manager

CITY OF VENICE, FLORIDA

ATTEST:

By:


John W. Holic, Mayor


Lori Stelzer, City Clerk

Approved as to Form and Correctness


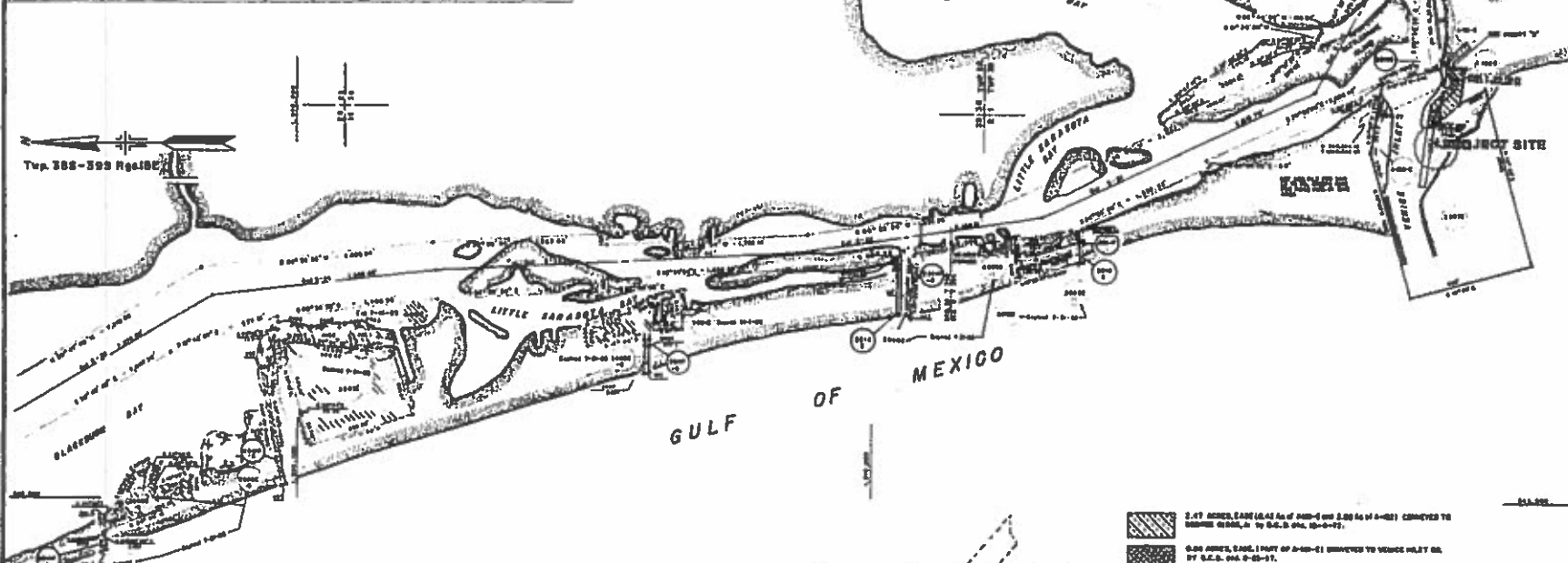

David Persson, City Attorney

EXHIBIT A

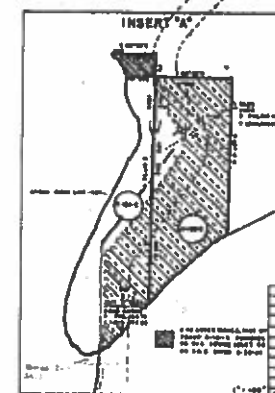
TRACT REGISTER OF ACQUISITION AFTER 1 JAN. 1943 (CIVIL)				
TRACT NO.	LAND OWNER	ACREAGE	CLASSIFICATION	REMARKS
1000-001	W. J. ...	...	...	...
1000-002	W. J. ...	...	...	...
1000-003	W. J. ...	...	...	...
1000-004	W. J. ...	...	...	...
1000-005	W. J. ...	...	...	...
1000-006	W. J. ...	...	...	...
1000-007	W. J. ...	...	...	...
1000-008	W. J. ...	...	...	...
1000-009	W. J. ...	...	...	...
1000-010	W. J. ...	...	...	...
1000-011	W. J. ...	...	...	...
1000-012	W. J. ...	...	...	...
1000-013	W. J. ...	...	...	...
1000-014	W. J. ...	...	...	...
1000-015	W. J. ...	...	...	...
1000-016	W. J. ...	...	...	...
1000-017	W. J. ...	...	...	...
1000-018	W. J. ...	...	...	...
1000-019	W. J. ...	...	...	...
1000-020	W. J. ...	...	...	...
1000-021	W. J. ...	...	...	...
1000-022	W. J. ...	...	...	...
1000-023	W. J. ...	...	...	...
1000-024	W. J. ...	...	...	...
1000-025	W. J. ...	...	...	...
1000-026	W. J. ...	...	...	...
1000-027	W. J. ...	...	...	...
1000-028	W. J. ...	...	...	...
1000-029	W. J. ...	...	...	...
1000-030	W. J. ...	...	...	...
1000-031	W. J. ...	...	...	...
1000-032	W. J. ...	...	...	...
1000-033	W. J. ...	...	...	...
1000-034	W. J. ...	...	...	...
1000-035	W. J. ...	...	...	...
1000-036	W. J. ...	...	...	...
1000-037	W. J. ...	...	...	...
1000-038	W. J. ...	...	...	...
1000-039	W. J. ...	...	...	...
1000-040	W. J. ...	...	...	...
1000-041	W. J. ...	...	...	...
1000-042	W. J. ...	...	...	...
1000-043	W. J. ...	...	...	...
1000-044	W. J. ...	...	...	...
1000-045	W. J. ...	...	...	...
1000-046	W. J. ...	...	...	...
1000-047	W. J. ...	...	...	...
1000-048	W. J. ...	...	...	...
1000-049	W. J. ...	...	...	...
1000-050	W. J. ...	...	...	...

TRACT REGISTER OF ACQUISITION PRIOR TO 1 JAN. 1943 (CIVIL)				
TRACT NO.	LAND OWNER	ACREAGE	CLASSIFICATION	REMARKS
2000-001
2000-002
2000-003
2000-004
2000-005
2000-006
2000-007
2000-008
2000-009
2000-010
2000-011
2000-012
2000-013
2000-014
2000-015
2000-016
2000-017
2000-018
2000-019
2000-020
2000-021
2000-022
2000-023
2000-024
2000-025
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2000-028
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2000-043
2000-044
2000-045
2000-046
2000-047
2000-048
2000-049
2000-050



PROJECT MAP

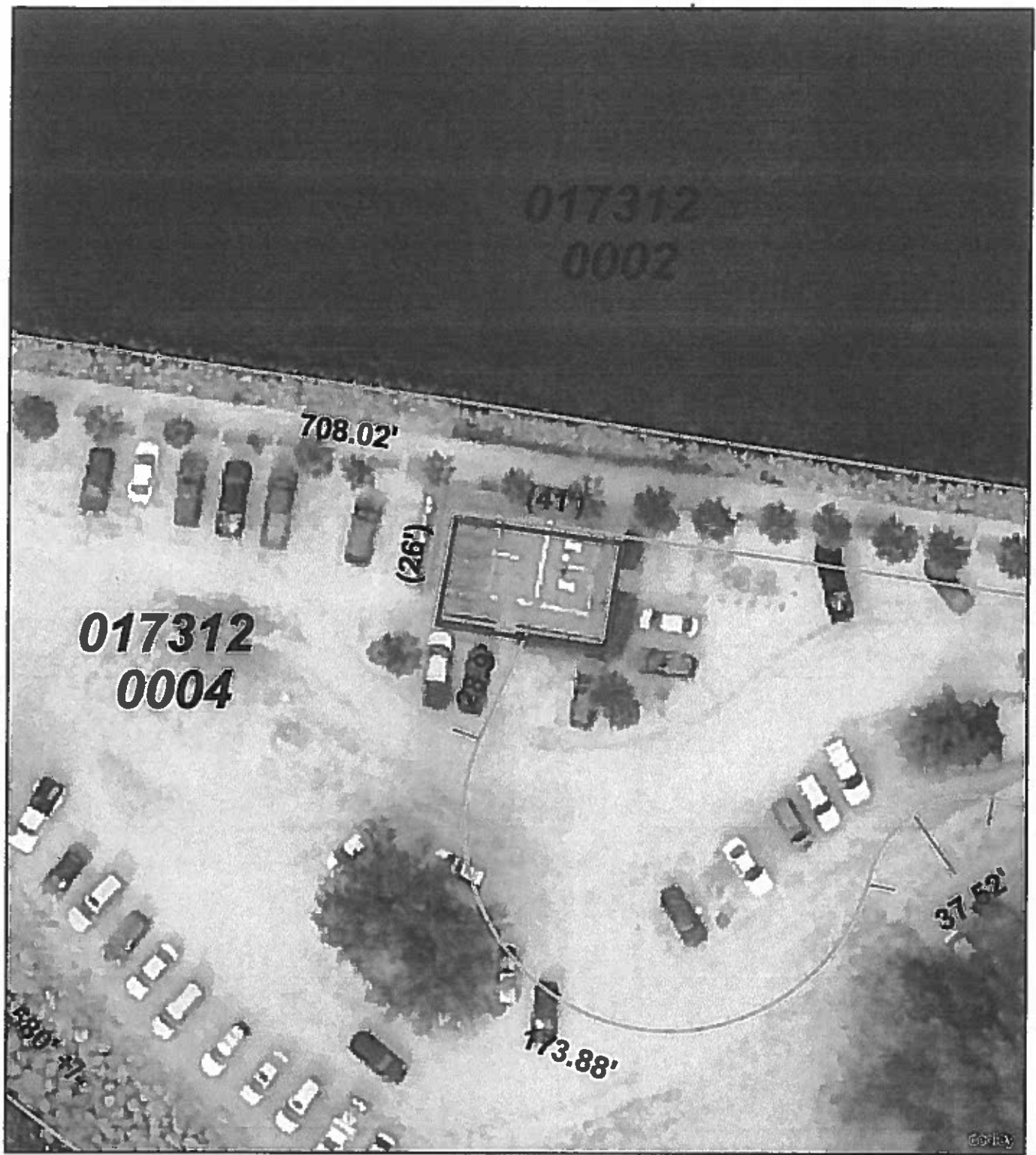
DEPT. OF THE ARMY
 1943 DIVISION, ...
LOCATION OF PROJECT
 STATE: FLORIDA
 COUNTY: SARASOTA
 DIVISION: SOUTH ATLANTIC
 DISTRICT: JACKSONVILLE
 ARMY AREA: ...
 AREA OF: ...
TRANSPORTATION FACILITIES
 ROAD NUMBER: ...
 FEDERAL ROAD: ...
 AIR LINE: ...
ACQUISITION
 TOTAL ACRES ACQUIRED: ...
 PUBLIC DOMAIN: ...
 USE PERMIT: ...
 TRANSFERRED: ...
 LEASE: ...
 LEASES EXHAUSTED: ...
 REACQUIRED: ...
 OTHER: ...
DISPOSAL
 TOTAL ACRES DISPOSED OF: ...
 PUBLIC DOMAIN: ...
 USE PERMIT: ...
 TRANSFERRED: ...
 LEASES EXHAUSTED: ...
 REACQUIRED: ...
 OTHER: ...



0.47 ACRES, EASE (AS OF 2-20-42 AND 2.00 AS OF 4-22) CONVEYED TO ...
 0.20 ACRES, EASE, (PART OF 2-20-42) CONVEYED TO ...
 BY D.C. 265 2-20-42.

SARASOTA COUNTY, FLORIDA
 AUTHORITY OF THE ARMY
 OFFICE OF THE JACKSONVILLE DISTRICT ENGINEER
 SOUTH ATLANTIC DIVISION
REAL ESTATE
INTRACOASTAL WATERWAY
CALOOSAHATCHEE RIVER
TO
ANCLOTE RIVER
 AUDITED
 1943

EXHIBIT A



Bill Furst
Sarasota County Property Appraiser



*This map is a product of, and prepared for use by the
Sarasota County Property Appraiser's Office
No warranties are expressed or implied*

EXHIBIT "A"

EXHIBIT A



EXHIBIT "A"

3 of 3

EXHIBIT B



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS
701 SAN MARCO BLVD
JACKSONVILLE, FLORIDA 32207-8176

OCT 03 2016

Real Estate Division
Management and Disposal Branch

Ms. Kathleen Weeden, City Engineer
City of Venice
401 W. Venice Avenue
Venice, Florida 34285

Dear Ms. Weeden:

Enclosed for your records please find a fully executed copy of Department of the Army Consent to Easement No. DACW17-9-16-0173. The Consent to Easement will allow the concession stand, restroom facilities and lift station to remain on the Federal right-of-way easement of the Intracoastal Waterway, Caloosahatchee River to Anclote River. These structures can require removal at the City's expense if the Government deems appropriate for construction, improvement, operation and maintenance.

Should you have any questions, please telephone Ms. Bertha Miller of this office at 904-232-3727.

Sincerely,

A handwritten signature in black ink that reads "Audrey C. Ormerod".

Audrey C. Ormerod
Chief, Real Estate Division

Enclosure

Copy Furnished: Justin McBride, Executive Director, West Coast Inland Navigation
District, 200 E. Miami Avenue, Venice, Florida 34285

EXHIBIT B

DEPARTMENT OF THE ARMY CONSENT TO EASEMENT TO USE CORPS OF ENGINEERS RIGHT-OF-WAY

Consent No. DACW17-9-16-0173
Project: Intracoastal Waterway,
Caloosahatchee River to Anclote River
Sarasota County, Florida
Tract No. 2807E

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the District Chief of Real Estate Division, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and **CITY OF VENICE, FLORIDA** hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a perpetual easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Intracoastal Waterway, Caloosahatchee River to Anclote River Project, Sarasota County, Florida; and

WHEREAS, the Grantee owns certain improvements consisting of a concession stand, restroom facilities, and a lift station located on property that is subject to this consent; and

WHEREAS, the facilities constitute encroachments upon the Government's property interest; and

WHEREAS, the Grantee has requested permission to use and occupy a portion of the lands identified as Tract No. 2807E in Section 2, Township 39 South, Range 18 East, Sarasota County, Florida, comprising 0.10 of an acre, more or less, as shown in red on Exhibit "A" attached hereto and made part hereof, for the continued use of an existing concession stand, restroom facilities, and a lift station.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That the structures currently on the easement could require removal in accordance with Conditions 9 and/or 12 of this consent or relocation of the structures by the Grantee at the Grantee's expense if the Government deems appropriate for the construction, improvement, operation and maintenance.

EXHIBIT B

2. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.
3. That no further improvements shall be made to the property and the use authorized herein shall be limited to the use authorized by this consent.
4. That the use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.
5. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions and requirements set forth in this consent.
6. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon repair of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.
7. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.
8. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in

EXHIBIT B

the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims to the extent allowed by law.

9. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

10. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

13. That the Grantee within the limits of its respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

EXHIBIT B

14. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

15. That no additional structures shall be constructed in the Government's right-of-way and that any unauthorized structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

16. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

EXHIBIT B

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this 30 day of October 2016.

UNITED STATES OF AMERICA

BY: Audrey Ormerod
AUDREY C. ORMEROD
District Chief of Real Estate
Real Estate Contracting Officer
U.S. Army Engineer District
Jacksonville, Florida

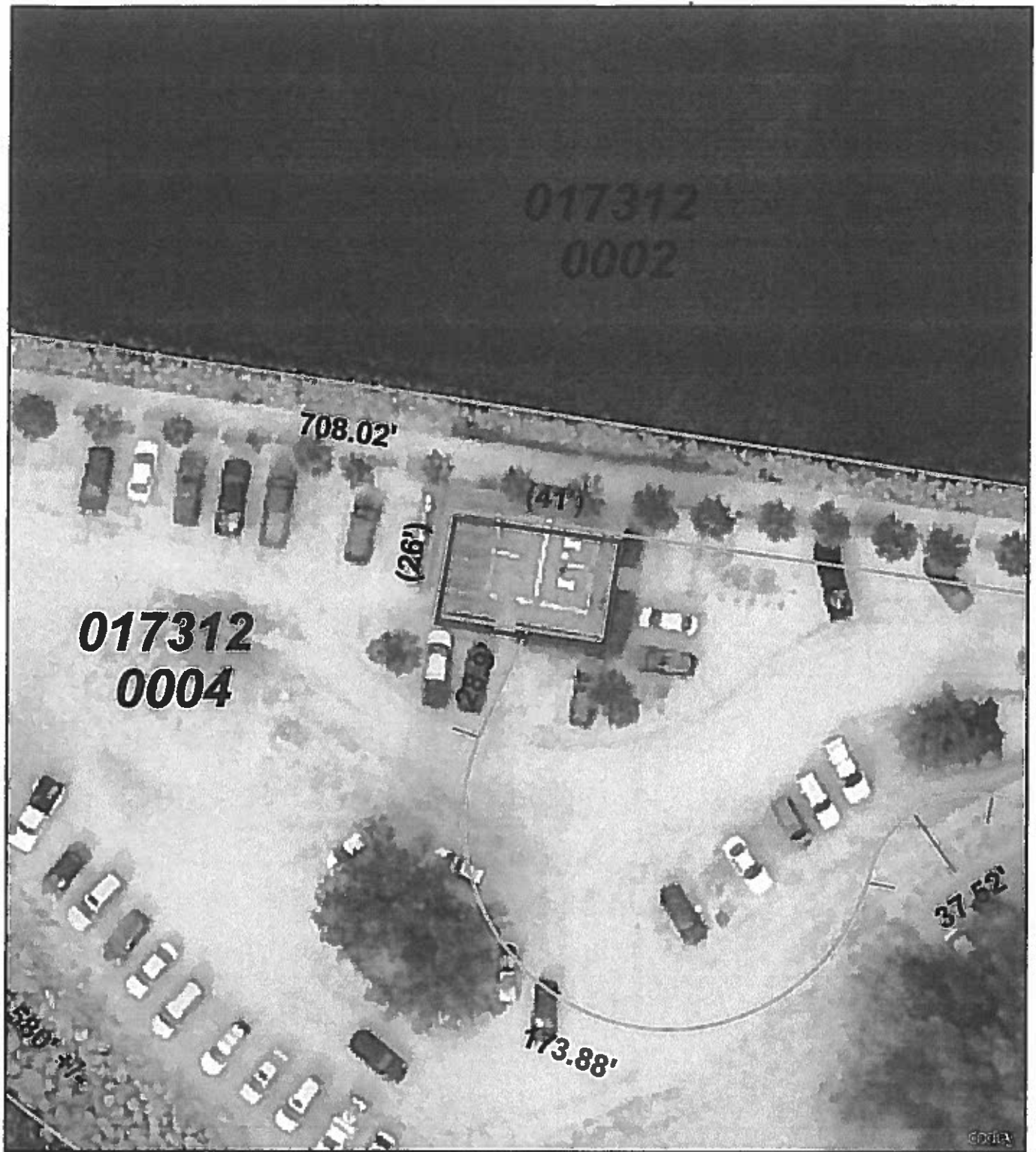
AGREED TO AND ACCEPTED

CITY OF VENICE

BY: John W. Holm

ATTEST:
BY: Jori Steyer

EXHIBIT B



Bill Furst

Sarasota County Property Appraiser



*This map is a product of, and prepared for use by the
Sarasota County Property Appraiser's Office
No warranties are expressed or implied*

EXHIBIT "A"



EXHIBIT "A"

EXHIBIT "A"
3 of 3