

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is hereby entered into this _____ day of _____, 2021, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 ("Landlord"), and **THE VILLAGES OPERATING COMPANY**, a Florida corporation, c/o The Villages Commercial Property Management, whose mailing address is 3597 Kiessel Road, The Villages, Florida 32163 ("Tenant").

RECITALS

A. Tenant owns various commercial buildings in Lake Sumter Landing downtown ("LSL"), and leases many of the spaces therein to third party businesses.

B. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

C. Landlord has concluded that it is in the public interest, and the interest of businesses operating within LSL to create additional opportunities for those businesses to serve residents of The Villages community and visitors of LSL.

D. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord's sidewalks and parking areas for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Lease, and further agree as follows:

1. **THE PREMISES:** Landlord leases to Tenant the property described in *Exhibit "A"*, situated in Sumter County, Florida, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging (the "Premises").

2. **TERM:** The Initial Term of this Lease is for five (5) years beginning on _____, 2021 (the "Commencement Date"). The Tenant shall have the option to renew the Lease for five (5) additional five (5) year terms following the expiration of the Initial Term by providing written notice to Landlord (each a "Renewal Term") (the Initial Term and any properly exercised Renewal Term is referred to collectively as the "Term").

3. **RENT:** Tenant agrees to pay Landlord as Rent \$200.00 per month during the Initial Term. Rent for any partial month shall be prorated. Rent will be increased by \$5.00 per month for

each Renewal Term. All Rent shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

4. **POSSESSION:** Tenant shall be entitled to possession as of the Commencement Date of this Lease, and shall yield possession to Landlord at the termination of this Lease.

5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 5 according to Plat recorded in Plat Book 13, Page 22-A through 22-F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with the American Disabilities Act of 1990, as amended, and ensure that Tenant's use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises.

6. **CARE AND MAINTENANCE:**

A. Tenant takes the Premises as is, except as herein provided.

B. Tenant shall keep the following portions of the Premises in good repair, to the extent of any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.

C. Tenant shall maintain the Premises in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the Premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the Premises included the ground floor, Tenant agrees to remove all obstruction from the sidewalk on or abutting the Premises.

7. **UTILITIES AND SERVICES:** Tenant shall pay for all utilities and services which may be used on the Premises.

8. **SURRENDER:** Upon the termination of this Lease, Tenant will surrender the Premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

9. **ASSIGNMENT AND SUBLETTING:** Landlord acknowledges that Tenant will be subleasing its rights under this Lease to the business operating in Building Area 5.

10. **INSURANCE:** Tenant or Tenant's subtenant shall obtain commercial general liability insurance in the amount of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate from companies with a financial rating of A- or higher by A.M. Best Company, Inc. The certificate of insurance evidencing such commercial general liability policy shall contain a waiver of subrogation endorsement in favor of Landlord. This policy shall be endorsed to include the Landlord as an additional insured. Tenant shall also maintain workers compensation insurance in accordance with Florida law.

11. **LIABILITY FOR DAMAGE:** Each party shall be liable to the other for all damage to the Premises of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

12. **INDEMNITY:** Except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

13. **MECHANIC'S LIENS:** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the Premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES:**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease; (2) abandonment of the Premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises for more than fifteen (15) consecutive business days; (3) Institution of voluntary bankruptcy proceedings by Tenant; Institution of Involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default that cannot be remedied in the ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld

by Landlord. Landlord shall not be required to give Tenant any more than three (3) notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture.

15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant's use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord's behalf.

16. **NOTICES AND DEMANDS:** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING:** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

(Signatures on following page)

Landlord and Tenant have executed this Lease the day and year first written above. This Lease may be executed electronically, and in any number of counterparts, each of which shall constitute an original thereof. Each party may transmit its signature by facsimile or e-mail (PDF or similar), and any faxed or e-mailed signed counterpart shall have the same force and effect as an original.

ATTEST:

Richard Baier, District Manager

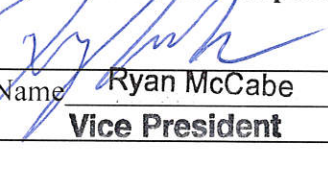
LANDLORD:

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Print Name _____
Title _____

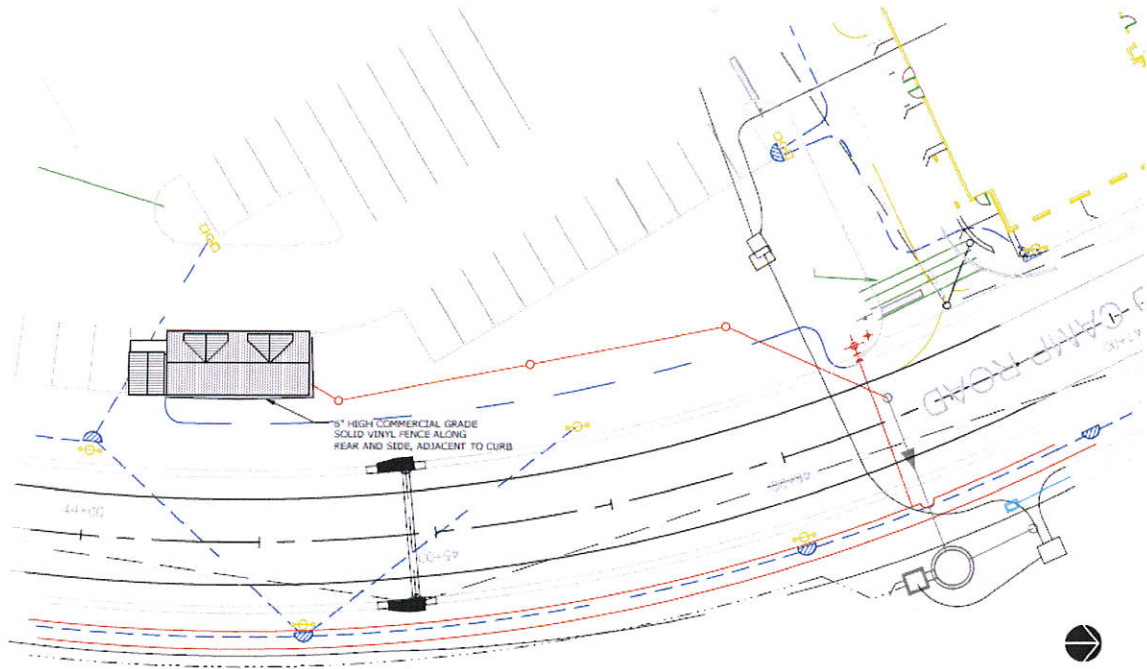
TENANT:

**THE VILLAGES OPERATING
COMPANY, a Florida corporation**

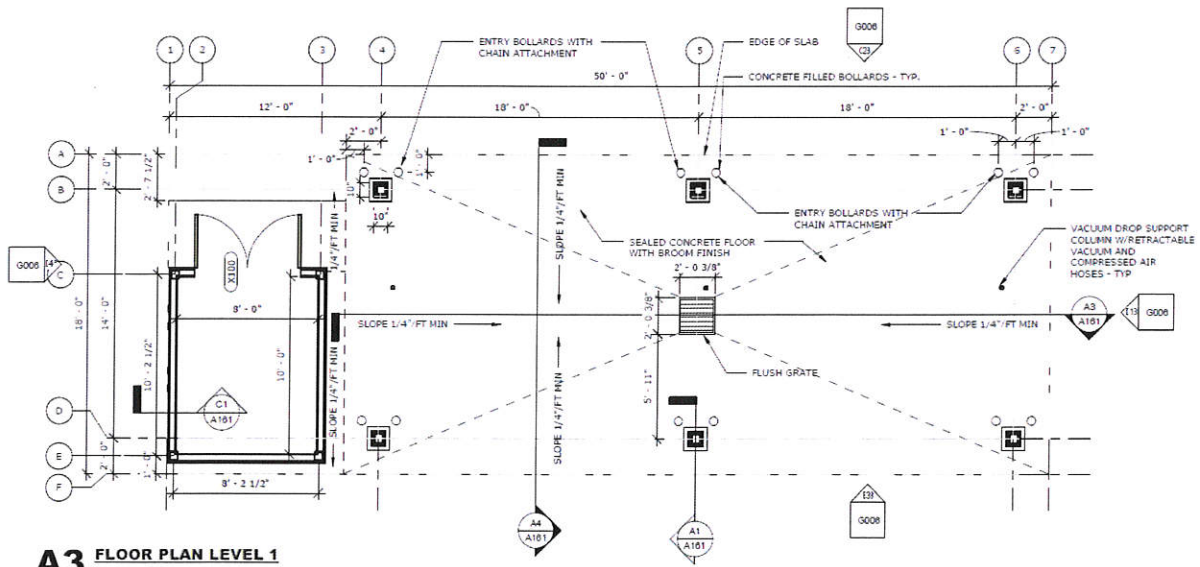
By: 

Print Name **Ryan McCabe**
Title **Vice President**

EXHIBIT A



A1 LEVEL 01 - SITE PLAN
1" = 20'-0"



A3 FLOOR PLAN LEVEL 1
1/4" = 1'-0"