

Lease Agreement

THIS LEASE dated January ____, 2009, between **ANPM Enterprises, LLC** ("**Landlord**") whose principal address is 37848 Bougainville Ave., Dade City, FL 33525 AND the **City of Dade City** ("**Tenant**") whose principal address is 38020 Meridian Ave., Dade City, FL 33525.

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: ANPM Enterprises, LLC.
 - b. Address of Landlord: 37848 Bougainville Ave., Dade City, FL 33525.
 - c. Tenant: City of Dade City.
 - d. Address of Tenant: 38020 Meridian Ave., Dade City, FL 33525.
 - e. Lease Area of Premises: See Exhibit A.
 - f. Term of Lease: January 14, 2009 through March 31, 2009.
 - g. Commencement Date of Lease: January 14, 2009.
 - h. Base Rent: \$1.00.
 - i. Permitted Use of Premises: Displays and activities related to the Kumquat Festival and Steeplechase Race to benefit the City of Dade City Youth Council.
 - j. Advance Rent: None.
 - k. Security/Damage Deposit: None.

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Premises" means the portion of building space indicated in Exhibit A, located at 37848 Bougainville Ave., Dade City, FL 33525.

Leased Premises

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") to conduct displays and activities for the Dade City Youth Council. The Premises are more particularly described in Exhibit A, located within a larger office building with other occupants. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the approval of the Landlord.

Term

5. The term of the Lease commences at 12:00 noon on January 14, 2009 and ends at 6:00 p.m. on March 31, 2009.
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from day to day will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving twenty-four (24) hours notice to the other party.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$1.00 for the entire Term of Lease.
8. The Tenant will pay the Base Rent on or before the completion or termination date of the lease to the Landlord. Upon completion or termination of this lease, any outstanding balance of the base rent is negotiable between the Tenant and the Landlord.

Use and Occupation

9. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on activity under the name of "City of Dade City" or "City of Dade City Youth Council" and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will occupy and utilize the entire Premises in the active conduct of its activity in a reputable manner as may be determined from time to time by the Landlord.
10. The Tenant covenants that the Tenant will carry on and conduct its activity upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Default

11. If the Tenant is in default of any provision in this lease agreement, including but not limited to the Permitted Use granted herein, this lease may be terminated by Landlord provided that at least twenty-four (24) hours written notice is given to Tenant stating Landlord's intent to terminate. Said written notice to be sent to Tenant via U. S. Postal delivery certified receipt.

Inspections

12. At all reasonable times during the term of this Lease and any extension of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants, purchasers, or associates.

Tenant Improvements

13. The Tenant will obtain written permission from the Landlord before making any improvements, modifications, and alterations to the Premises.

Signs

14. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Lease Premises and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Sale by Landlord

15. In the event of any sale, transfer or lease by the Landlord of the Building containing the Premises or assignment by the Landlord of this Lease, Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations with twenty-four (24) hours notice to Tenant.

Tenant's Insurance

16. Tenant shall obtain and keep in full force and effect the following insurance coverages:

- i. **Commercial General Liability.** Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage at least as broad as that provided under the then most current Insurance Services Office (ISO) commercial general liability insurance form which provides the broadest coverage. The insurance coverage shall be in an initial amount, including umbrella coverage, of not less than \$1 million.
- ii. **Workers' Compensation.** Workers' compensation insurance in the amount required by law and covering all persons employed, directly or indirectly, in connection with Tenant's activities or any Alterations.
- iii. **Construction.** Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain and maintain, at its expense, or Tenant shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, in addition to workers' compensation insurance as required by the law of the State in which the Premises are located, all risk builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), automobile and commercial general liability insurance (including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage coverage, and contractor's protective liability) written on an occurrence basis with a minimum limit of \$3 million per occurrence limit, which coverage limits may be effected with umbrella coverage.

All insurance policies shall be (a) in form reasonably satisfactory to Landlord; and (b) written with insurance companies reasonably satisfactory to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Premises are located. The commercial general liability insurance policy shall name Landlord and Landlord's directors, officers, partners, agents, employees, and managing agent, as additional insureds and shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. The minimum limits of insurance specified in this article shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord true and correct photocopies of all insurance policies required under this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 27 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. Any minimum amount of coverage specified in this article shall be subject to increase at any time if Landlord shall reasonably determine that an increase is necessary for adequate protection. Within 30 days after demand by Landlord that the minimum amount of any coverage be increased, Tenant shall furnish Landlord with evidence of the increased coverage.

Tenant's Indemnity

17. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders', contractor', agents, or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees

in or about the Building.

18. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
19. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

20. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord.

Attorney Fees

21. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

22. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Assignment and Subletting

23. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Condemnation

24. A condemnation of the Building or any portion of the Premises will result in termination of this Lease.

Care and Use of Premises

25. Parking is at the Tenant's and the Tenant's patrons' own risk.
26. The Tenant will not engage in any illegal trade or activity on or about the Premises.
27. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Hazardous Materials

28. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered

hazardous by Landlord.

Address for Notice

- 29. For any matter relating to this Lease, whether during or after this Lease has been terminated:
 - iii. The address of the Tenant is 38020 Meridian Ave., Dade City, FL 33525.
 - iv. The address of the Landlord is 37848 Bougainville Ave., Dade City, FL 33525.
 - v. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

General Provisions

- 30. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 31. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

Termination

- 32. The Landlord may terminate this lease provided written notice is given to Tenant via U.S. Postal delivery. Tenant will have twenty-four (24) hours to vacate the Premise from the date of receipt of Landlords letter of termination. Tenant may elect to vacate the Premises at anytime and terminate this Lease by providing Landlord with written notice.

[Signature Page Follows]

IN WITNESS WHEREOF ANPM Enterprises, LLC and the City of Dade City have duly affixed their signatures:

ATTEST:

CITY OF DADE CITY, FLORIDA

James D. Class, City Clerk

Scott Black, Mayor

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

ANPM Enterprises, LLC

David Hernandez, Managing Partner

STATE OF FLORIDA

COUNTY OF PASCO

On the ___ day of January, 2009, before me personally appeared David Hernandez, Managing Partner of ANPM Enterprises, LLC, who is ___ personally known to me, or ___ who provided the following identification: _____, and who executed the foregoing Agreement and also acknowledged to me that he voluntarily executed the same.

Notary Public

Printed Name:

My Commission Expires:

IN WITNESS WHEREOF ANPM Enterprises, LLC and the City of Dade City have duly affixed their signatures:

ATTEST:

CITY OF DADE CITY, FLORIDA

William C. Poe, Jr., City Manager

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

ANPM Enterprises, LLC

David Hernandez, Managing Partner

STATE OF FLORIDA
COUNTY OF PASCO

On the ___ day of November, 2008, before me personally appeared David Hernandez, Managing Partner of ANPM Enterprises, LLC, who is ___ personally known to me, or ___ who provided the following identification: _____, and who executed the foregoing Agreement and also acknowledged to me that he voluntarily executed the same.

Notary Public

Printed Name:

My Commission Expires:

EXHIBIT A