

THIS LEASE AGREEMENT ("Lease") is made this _____ day of _____ 2024, by and between Yosef Aleichem LLC ("Landlord"), and The City of Edgewater ("Tenant").

- 1. PREMISES.** Landlord, in consideration of the rent payments and other promises provided in this Lease, Landlord leases to Tenant the following real property ("Premises"):

2140 ste 26-30 S Riverside Dr Edgewater FL 32141

- 2. TERM.** The Lease will be for a term of ten (10) years, beginning on _____ 2024 and ending on _____ 2034 (the "Term"). Tenant shall be obligated to perform all terms and conditions of this Lease during any subsequent renewal term. Automatic 30 day renewal unless either party gives 30 day written notice prior to lease expiration date.
- 3. RENT PAYMENTS.** Tenant agrees to pay rent to Landlord according to the schedule set forth below, which shall include sales tax, plus Additional Rent as stated hereafter. All rent shall be payable in equal monthly installments due in advance on the first (1st) day of each calendar month during the Term of this Lease. If rent is not received by the fifth (5th) day of the month, Tenant shall be liable to pay a late charge of five percent (5%) of the monthly rental payment, which shall be payable as Additional Rent due at the time of the next regularly scheduled rent payment. Annual base rent increases every year on the lease agreement date by 5% (Five Percent), during the initial lease term and any renewals.

Base Rent: \$66,000.00 per year, in monthly payments of \$5,500.00
Additional Rent for CAM : \$16,302.00 per year in monthly payments of \$1,358.50
Florida Sales Tax Exempt: presently at 5.0% subject to change \$0

Total Monthly Rent: \$6,858.50

The Premises shall be subject to charges for Tenant's share of Common Area Maintenance ("CAM") expenses, prorated by Tenant's square footage as a percentage of the total square footage of the property of which the Premises forms a part (CAM charges shall be payable by Tenant as Additional Rent) . Tenant and Landlord agree that the above-referenced annual amount for CAM expenses is reasonable. The City reserves the right to review the CAM expenses every year before an increase takes effect to determine if the increase in CAM expenses is reasonable. Tenant will only be responsible for paying increased CAM expenses that are reasonable under market conditions.

- 4. USE.** Tenant shall use the Premises for the following purpose only: Professional Office. In no event shall the Tenant use the Premises for any use that is prohibited by applicable law or regulation, or that would cause a cancellation of any insurance policy covering the Premises, or that unreasonably interferes with the lawful and permissible use of any other Tenant or of Landlord.

- 5. CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the Premises are

Landlord _____

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Tenant _____

in good order and repair, unless otherwise indicated herein. Tenant will maintain the Premises in a clean and safe condition and bear responsibility for all functions of the suite except for its roof, structural components, and exterior walls of the building. Tenant's maintenance responsibilities shall include, but not be limited to, any electrical or plumbing fixtures within the Premises; any interior walls, floors, and ceilings; appliances and equipment; windows, doors, and locks; any sidewalks, landscaping, parking, or signage associated with or assigned to the Premises; and, to the extent responsibility is not specifically allocated to Landlord below, HVAC maintenance and repair. The Landlord shall make all necessary repairs and/or replacements and alterations to the roof, structural components, and exterior walls of the building, as well as the replacement of HVAC units when repair is not possible or cost-effective in Landlord's reasonable judgment. Tenant shall further be obligated to perform any maintenance necessitated by ordinary wear and tear, and any ordinary or extraordinary repairs to the portions of the Premises within the scope of Tenant's responsibility not resulting from casualty covered by Landlord's insurance. Tenant shall at all times maintain the Premises in such a state that it may lawfully be used by Tenant's employees and the general public, including but not limited to any measures necessary to make and keep the Premises compliant with the Americans with Disabilities Act, as amended, and any other or similar law or regulation governing safety or accessibility of the Premises. Tenant shall ensure the Premises remains in compliance with any applicable building or property maintenance codes to which the Premises may be subject, whether currently or in the future.

6. ALTERATIONS. Landlord agrees to allow Tenant to make structural alterations to the Premises as depicted on the drawing attached as Exhibit A as well as non-structural and cosmetic alterations to the Premises. All alterations will be deemed to be the property of Landlord upon installation and Tenant shall not be required to remove them and shall not be required to restore the Premises to its original condition at the expiration of this Lease. Tenant agrees to hold Landlord and Landlord's beneficiaries, agents, and employees forever harmless against all claims and liabilities of every kind, nature and description which may arise or be connected with such work, such as those arising under the Construction Lien Law. All such work shall be done by licensed and insured contractors or mechanics, and Tenant shall comply with the Construction Lien Law so to keep the Premises free from construction liens. Tenant agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the property or premises. In case any such lien shall be filed, Tenant shall immediately satisfy or release such lien or record of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the premises, and any and all liens and encumbrances created by Tenant shall be attached to Tenant's interest only. Additionally, although Landlord shall be under no requirement to do so, in the event Tenant fails to carry out the foregoing obligations within a reasonable time and Landlord incurs any costs or damages as a result, including but not limited to the discretionary payment of money to satisfy any lien against the Premises, Tenant agrees to indemnify Landlord for such costs or damages, which indemnified amount shall be charged as Additional Rent.

7. ORDINANCES AND STATUTES. Tenant shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now and in the future, relating to the Premises, affecting the use thereof by Tenant.

8. ASSIGNMENT AND SUBLETTING. Tenant will not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord, which will not be unreasonably

withheld. Any such assignment or subletting without consent shall constitute cause for Landlord to, at its option, terminate this Lease or remove the assignee/subtenant, or both.

- 9. UTILITIES.** The Landlord agrees to pay reasonable charges for a dumpster for disposal of ordinary trash and refuse, and for water and sewer service, to the extent either is used on said Premises in the ordinary course of Tenant's use within the scope of Section 4. Landlord and Tenant will agree on a baseline for Tenant's use of the dumpster and water/sewer service which is reasonably necessary for its permitted use so Tenant can monitor its usage. Tenant shall permit, arrange for, and take any steps reasonably necessary to enable, sub-metering of its water usage for any units subject to this Lease. In the event that Tenant uses said dumpster or water/sewer service to an extent in excess of that reasonably necessary for its permitted use, or for a use beyond the scope of its permitted use, Landlord may impose as Additional Rent payable with the following month's rent the reasonable cost of the excess or the sum of \$100.00, whichever is greater. Landlord may also at its option deem Tenant in default for the foregoing excessive use and proceed with the procedure and remedies otherwise provided in this Lease for events of default generally with reasonable notice of no less than thirty (30) days and give Tenant the ability to remediate said default. Tenant agrees to pay charges for all other services Tenant may use, including but not limited to electricity, natural or propane gas, telephone, and internet.
- 10. INDEMNIFICATION OF LANDLORD & PROPERTY MANAGER.** Landlord or any property manager acting under or for Landlord and the owner of the Premises will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the demised Premises or any part thereof, and resulting from the negligent action or inaction or intentional misconduct of Tenant or its agents, employees, contractors, invitees, or licensees. Tenant agrees to indemnify and hold harmless Landlord and said property manager and the owner of the Premises harmless from any claims for damages resulting from the negligent action or inaction or intentional misconduct of Tenant or its agents, employees, contractors, invitees, or licensees.
- 11. INSURANCE.** Tenant, at Tenant's expense, shall be responsible for maintaining insurance coverage for Tenant's personal property on the Premises. Landlord shall not be responsible for Tenant's personal property, or for any damage thereto, or any cost for the repair or replacement thereof due to any cause. Tenant may select any insurance carrier authorized to issue policies in the State of Florida. Tenant shall obtain insurance against any and all claims and demands for injuries sustained in connection with the operation of the premises, such insurance to be written with limits of not less than \$2,000,000.00 for damages incurred by one person. A certificate of said coverage shall be delivered to the Landlord on the date that premises will be open for business naming Landlord and the owner of the Premises as additional insureds. Tenant shall, upon reasonable request by Landlord, provide documents during any policy renewal periods demonstrating continuing compliance with the foregoing requirements.
- 12. TRADE FIXTURES.** All improvements made by Tenant to the Premises which are attached to the Premises, such that they cannot be removed without material injury to the Premises, will become the property of Landlord upon installation. Not later than the last day of the term, Tenant will, at Tenant's expense, remove all of Tenant's personal property and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and return the Premises in as good condition as they were at the beginning of the Lease. The parties agree that

all property of Tenant remaining on the Premises after the last day of the final term of this Lease will be considered abandoned and may be removed by Landlord, that the provisions of F.S. 715.10 *et seq.* are hereby waived, and Tenant will reimburse Landlord for the cost of such removal.

13. **EMINENT DOMAIN.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, is taken by eminent domain, the Base Rent as stated herein and subsequently adjusted shall be reduced in proportion to the area of the Premises which is taken by such proceeding; or, if such taking shall render Tenant's use of the Premises impossible, impracticable, or possible only by resort to commercially unreasonable measures, this Lease will terminate on the date when title vests pursuant to such taking. In the latter event, the rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to Tenant. Tenant will be entitled to recover its share of damages in the event of a taking by eminent domain.
14. **LANDLORD'S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any rent, or additional rent, default within three (3) days, or other default within fifteen (15) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects.
15. **SECURITY DEPOSIT; FIRST MONTH'S RENT.** Simultaneously with the execution of this Lease, Tenant shall pay the Landlord the sum of \$12,358.50. Of this amount, the sum of \$ 5,500.00 shall constitute the Security Deposit and guaranty for the payment of damages to Premises, and for the faithful performance by Tenant of all the terms and conditions of this Lease. The remaining balance of \$6,858.50 is Tenant's first month's rent for _____ 2024.
16. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. **WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

18. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the addresses shown below, or at such other places

Landlord _____

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Tenant _____

as may be designated by the parties from time to time:

To Tenant: Glenn Irby, City Manager
City of Edgewater
104 North Riverside Drive
Edgewater, FL 32132

With copy to:
Bridgette Vaissiere, Finance Director
City of Edgewater
104 North Riverside Drive
Edgewater, FL 32132

To Landlord: ElkPenn Inc.
(Zach@ElkPenn.com & Yossiedry@gmail.com)
861 W. Morse Blvd., Ste 250
Winter Park, FL 32789

19. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

20. COMMON AREA. Tenant agrees to follow all commercially reasonable landlord instructions regarding the common areas, including limitations and regulations of use for the benefit of tenants and customers generally, and shall abide by current and future instructions regarding same. Parking areas, and all commercially reasonable landlord instructions regarding parking, shall be within the scope of this provision. Failure to comply with such instructions will be a Lease default.

21. MISCELLANEOUS.

- a. *Covenant of Quiet Enjoyment.* Subject to the conditions and covenants of this Lease, Tenant shall, upon payment of all rent, Additional Rent, and other payments due hereunder, and upon performance of all covenants aforesaid, be entitled to peaceful and quiet enjoyment of the Premises, free from unreasonable interference by Landlord, for the Term or renewal term as aforesaid.
- b. *Landlord's Access.* Tenant shall provide Landlord access subject to reasonable notice to the Tenant. If Tenant fails in the foregoing, Tenant shall be obligated to pay as Additional Rent any sums reasonably expended by Landlord in gaining access to the Premises, including but not limited to locksmith charges; and further, Landlord may treat Tenant's failure as an event of default hereunder.
- c. *Governing Law.* This Lease shall, in all respects, be construed in accordance with the laws of the State of Florida.
- d. *Counterparts.* This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- e. *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.

- f. *Binding Effect.* The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.
- g. **TIME IS OF THE ESSENCE** of this Agreement with respect to each and every provision of this Agreement, and particularly where the payment of money is required. The failure to perform any aspect of this Agreement on or before the time required hereunder shall constitute a material breach hereof.
- h. Prior agreements pertaining to the property between Landlord and Tenant are null and void. This Lease, when executed, shall be the full, complete, and binding agreement of Landlord and Tenant with respect to the subject matter hereof.

22. COMMUNICATION & PAYMENT. Tenant agrees to follow landlord instructions for communication and payment processes.

Agreed to this _____ day of _____, 2024:

LANDLORD

By: Yossi Edri
Title: Managing Member

Agreed to this _____ day of _____, 2024:

TENANT

By: Glenn Irby
Title: City Manager, City of Edgewater

Landlord _____

Tenant _____

LIVING AREA
3754 SQ FT

