

## **MEMORANDUM**

**TO:**           **Real Estate & Transportation Committee**  
Commissioner Mike Musick, Chairman  
Commissioner Bill Read  
Commissioner Chad McLeod

**FROM:**       City Attorney's Office

**DATE:**       December 16, 2024

**RE:**           **Lease Agreement with Sora Eatery, LLC**

Attached hereto for your consideration is a proposed Lease Agreement with Sora Eatery, LLC (Sora) for the operation of a restaurant located on the second floor of the Airport terminal building. Sora, a Florida based company, is a restaurant concept created by two (2) former members of Catapult Lakeland to service the Airport's dining needs.

In June 2024, the City's Purchasing Department issued Request for Proposal 2024-RFP-263 (RFP) seeking proposals from qualified vendors to serve as a restaurant operator at the Airport. However, the City did not receive any responses to the RFP. Accordingly, the Airport then directly marketed the space seeking interested restaurant operators and Sora submitted a proposal in response that best met the needs of the Airport. Sora's proposal was based on a new food destination concept similar in nature to a food hall, which will house several distinct vendors anchored by a sweeping central bar. Most of the vendors will primarily focus on Asian inspired dishes including onigiri, curry, and taiyaki, while others will offer traditional American favorites such as burgers, salads and sandwiches.

The Lease Agreement, subject to City Commission approval, is for a term of five (5) years, effective January 1, 2025, and contains one (1) additional five (5) year renewal option upon mutual written agreement of the parties. The annual base rent for the first year of the Lease is \$51,864.00 (\$11.97 per square foot annually), which includes utilities (water, electric, stormwater and solid waste), but does not include any applicable taxes, which Sora will be required to pay in addition to its base rent. Base rent will be subject to an increase of 12.5% should the renewal option be exercised by the parties. In consideration of Sora starting a new restaurant venture it will not be charged base rent for the first six (6) months of the Lease.

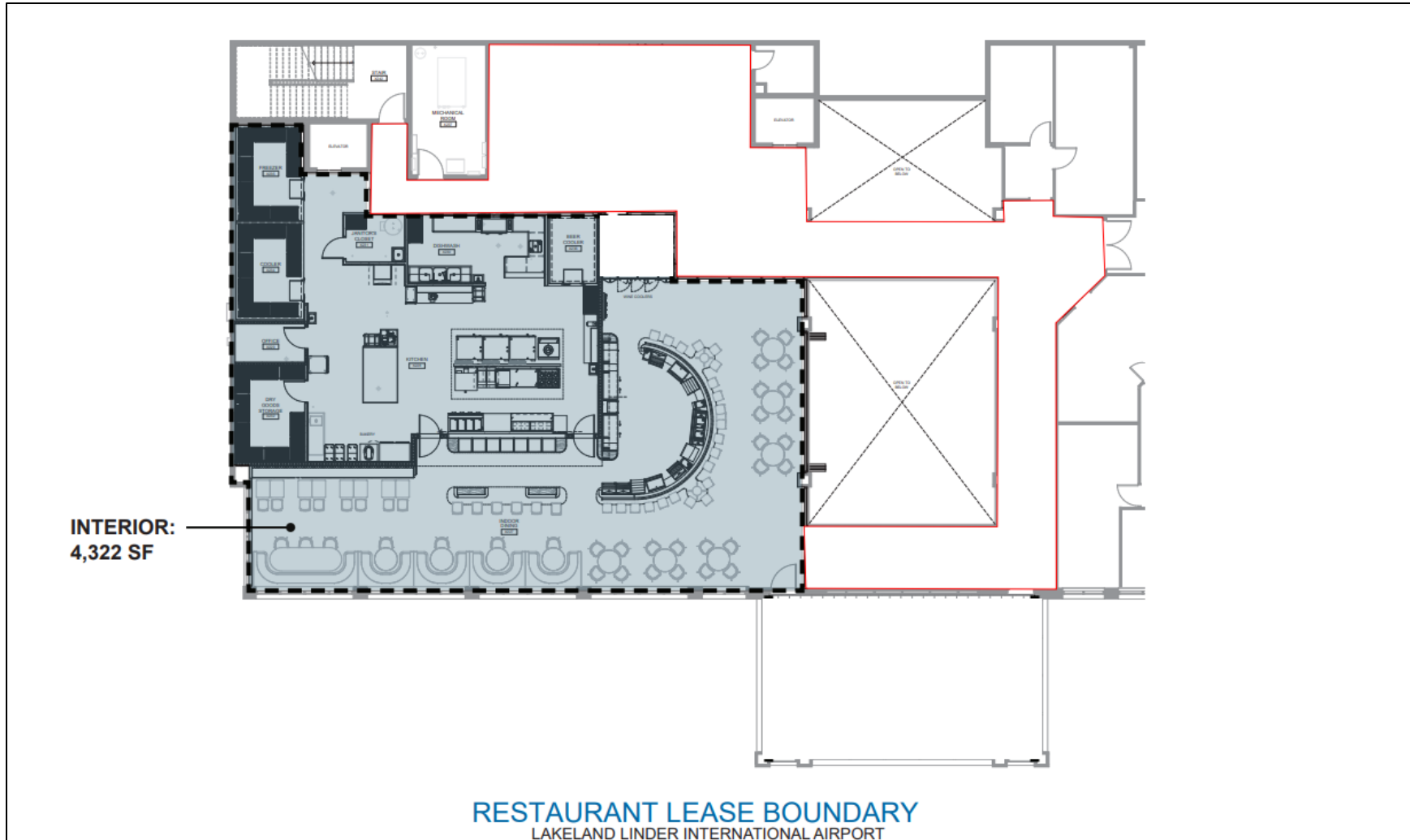
Pursuant to the Lease, once Sora achieves profitability, which for purposes of the Lease is \$750,000.00 in gross revenue during a one (1) year period during the initial term or any renewal thereof, then Sora will pay an annual concession fee of 6%, less applicable taxes, for any revenue in excess of profitability.

After Sora takes possession of the leased premises, secures all relevant licenses and permits required to operate the restaurant and after completing a soft opening period of forty-five (45) days, it will provide food and beverage services at a minimum of seven (7) days a week for a minimum of one (1) meal per day. Sora will also be responsible for purchasing all of the equipment and supplies necessary to operate the restaurant.

It is recommended that the City Commission approve the Lease Agreement with Sora and authorize the appropriate City officials to finalize and execute all corresponding documents consistent with the above-specified terms.

Attachments

# EXHIBIT A



## LEASE AGREEMENT

**THIS AGREEMENT** made this 16th day of December 2024, by and between the **City of Lakeland**, a Florida municipal corporation (hereinafter referred to as the "Lessor"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 on behalf of its municipal airport, Lakeland Linder International Airport, and **Sora Eatery, LLC** (hereinafter referred to as "Lessee"), whose address is 3900 Don Emerson Drive Ste. 201, Lakeland, Florida 33811, collectively referred to as "Parties".

### **WITNESSETH:**

The parties hereto do hereby mutually covenant, agree and promise as follows:

#### SECTION 1

1.1 The Lessor, for and in consideration of the mutual promises, agreements, and covenants herein contained, does hereby lease, let, and rent unto the Lessee for an initial term commencing on January 1, 2025, (the "**Effective Date**") and terminating on December 31, 2029 ("Initial Term"), with one (1) additional five (5) year option of renewal upon mutual written agreement of the Parties, a portion of the building located at 3900 Don Emerson Drive Suite 201, Lakeland, Florida 33811, owned and controlled by the Lessor (hereinafter referred to as the "**Premises**" or "**Leased Premises**"), located in and comprising a part of the Lakeland Linder International Airport (hereinafter referred to as the "**Airport**"), as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof. Lessee shall occupy the space on the Premises located on the second floor of the Airport terminal building, consisting of dining and kitchen space of approximately 4,322 square feet, as identified in **Exhibit "A"**.

1.2 Lessee acknowledges that Lessor is currently undergoing a Terminal Area Master Planning effort at the Airport which may result in an expansion, remodel, or demolition and reconstruction of the existing Leased Premises. As such, at any time during the Initial Term or any subsequent renewal term, Lessor, in its sole discretion, may determine it is in the best interest of the Airport and the general public to require Lessee to relocate or surrender all or part of the Leased Premises. In the event of such occurrence, Lessor shall provide Lessee written notice no less than three (3) months of such relocation. Lessor, at its sole cost and expense, shall design, construct, and/or relocate Lessee into a space that is equivalent to the existing Leased Premises or new. For purposes of such relocation, Lessor shall pay for all documented moving expenses. However, Lessor shall not be responsible for the purchase of any upgraded equipment, furnishings, utensils, or other items, including business interruption costs, in connection with Lessee's relocation.

**SECTION 2**

2.1 The Lessee shall pay to the Lessor as Base Rent for the Premises monthly installments, commencing on January 1, 2025, and continuing through December 31, 2029, an amount of Four Thousand Three Hundred Twenty-Two Dollars and 00/100 (\$4,322.00). <sup>1</sup> Commencing, January 1, 2030, the Base Rent shall be subject to an increase of twelve and one-half percent (12.5%) should the renewal option be exercised by the Parties.

YEAR	PERIOD	ANNUAL RATE	MONTHLY RATE
<b>Initial Term</b>			
1	January 1, 2025 – December 31, 2025	\$51,864.00	\$4,322.00
2	January 1, 2026 – December 31, 2026	\$51,864.00	\$4,322.00
3	January 1, 2027 – December 31, 2027	\$51,864.00	\$4,322.00

<sup>1</sup> All annual and monthly rates, as well as any charges/and or fees shall be in U.S. Dollars.

4	January 1, 2028 – December 31, 2028	\$51,864.00	\$4,322.00
5	January 1, 2029 – December 31, 2029	\$51,864.00	\$4,322.00
<b>Five-Year Renewal Option</b>			
1	January 1, 2030 – December 31, 2030	\$58,347.00	\$4,862.25
2	January 1, 2031 – December 31, 2031	\$58,347.00	\$4,862.25
3	January 1, 2032 – December 31, 2032	\$58,347.00	\$4,862.25
4	January 1, 2033 – December 31, 2033	\$58,347.00	\$4,862.25
5	January 1, 2034 – December 31, 2034	\$58,347.00	\$4,862.25

Each monthly rental installment shall be paid, together with sales taxes, pass through expenses, and all other applicable taxes and charges, in advance on or before the first day of each month. Late installments of rent, which shall be any installment received more than fifteen (15) days after the due date, shall bear a late payment charge of five percent (5%) per month of the late installment for any month or any portion of any month until paid.

2.2 After Lessee achieves profitability, which for the purposes of this Lease shall be defined as Seven Hundred Fifty Thousand Dollars and 00/100 \$750,000.00 in gross revenue during a one (1) year period (January 1<sup>st</sup> through December 31<sup>st</sup>) during the initial term or any renewal term of the Lease, then Lessee shall pay to the Lessor, for any revenue above profitability an annual Concession Fee equivalent to six percent (6%), less applicable state and local sales tax in recognition of the economic benefit of the continued operation of the Airport. It is the intent and understanding of both Parties that the Concession Fee is being paid for intangible rights and is not in consideration for the use or occupancy of any real property owned by the Lessor. Lessee acknowledges the Concession Fee may be amended from time to time upon mutual written agreement of the Parties.

2.3 Lessee shall submit to the Lessor by January 15th of each year a statement of Gross Revenues, as more specifically defined in Section 2.4 herein, for the preceding one

(1) year period and therewith pay Lessor the Concession Fee set forth in Section 2.2 for such percentage of Gross Revenues and applicable fees due for the preceding period. Any fee that remains unpaid for a period of more than thirty (30) days from the date due shall be assessed a delinquent charge of 1.5% of the past due balance. However, in no event shall any such delinquent charge be assessed on the delinquent charges (i.e., no fees on fees).

2.4 Gross Revenues, as used herein, shall mean the total amount actually charged to Lessee's customer, after discounts whether for cash or credit or whether collected or uncollected by Lessee for or in connection with the sale of food, beverage, or other merchandise. Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer (i.e. promotional discounts given to other entities at a certain volume of customers participating in a program). Gross Revenues shall not include the following:

- i. Any tips and gratuities.
- ii. Any free or compensatory meals for employees of Lessee.
- iii. Any refunds made by Lessee to customers.
- iv. Any sums received by Lessee from customers for damage to and/or property loss, conversion, or abandonment.
- v. Any sums received by Lessee's disposal of capital assets and/or trade fixtures.
- vi. The amounts of any federal, state, or county sales taxes and Florida State surcharge collected from the customers of Lessee now or hereafter levied or imposed and paid to the appropriate taxing entity (fees charged to recover business costs are not taxes and are not excluded from Lessee income). Lessee shall be solely responsible for any losses and Lessor shall be paid on the Gross Revenues as set forth herein without charge or reduction for any associated losses.

2.5 Lessee shall be responsible for the purchase of all equipment and supplies Lessee requires for operation of its restaurant business.

2.6 Lessee is responsible for directly paying for internet and natural gas services. Accordingly, Lessee shall be required to establish accounts for the above-specified utilities and/or services in its name upon execution of this Agreement. All other utilities for use of the Leased Premises, including electric, water, wastewater services, stormwater, refuse collection, and heating/air conditioning, shall be paid for by the Lessor.

2.7 Lessee shall pay to Lessor, in addition to the Base Rent due hereunder, Lessee's share of ad valorem real property taxes and assessments which may be levied against the Premises. Upon receipt by the Lessor of the annual tax bill, the tax applicable to the Premises shall be determined and Lessor shall provide Lessee with an invoice for payment. The ad valorem property taxes, which shall be characterized as additional rent, shall be due within thirty (30) days of receipt of such invoice.

2.8 Lessee shall remit a security deposit in the amount of Four Thousand Three Hundred Twenty-Two Dollars and 00/100 (\$4,322.00) upon execution of this Agreement to Lessor which shall be held during the term of the Lease Agreement.

2.9 Lessee shall not be charged Base Rent for the first six (6) months of occupancy of Premises, with the exception of payment for gas and internet charges for which the Lessee shall pay the provider directly in accordance with Section 2.6 of the Lease.

2.10 Any improvements made by Lessee to the Premises shall become the property of Lessor upon termination of the Lease. All plans related to the improvements specified herein shall be approved by Lessor, in writing, prior to Lessee's commencement of any work, which approval will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing contained herein shall serve to limit or condition



Lessee's right to remove any furniture, removable fixtures, or equipment it uses in or about the Premises

2.11 Upon mutual written agreement of the parties, the Lease may be renewed for one (1) additional five (5) year period upon the same terms and conditions, subject to an adjustment in monthly Base Rent, which shall increase twelve and one-half percent (12.5%) at the commencement of the renewal period.

### **SECTION 3**

In the event Lessee remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a renewal term or new lease, Lessee, shall be deemed to be occupying the Leased Premises on a month-to-month basis at twice the monthly rental as paid for the last month under the expiring term of the Lease. If both Parties are negotiating in good faith to finalize a renewal of the Lease or new Lease Agreement, then the Airport Director may elect to continue to charge the prevailing Lease rates for up to sixty (60) days while both parties negotiate the terms of such a Lease. Thereafter, such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

### **SECTION 4**

Lessor shall have the right to install all navigation aids at the Airport as may be identified on the Airport Layout Plan. Lessor may furnish portions of the Airport to the Federal Government in connection with air traffic control or air navigation facilities. No structure, sign, appurtenance, projection, or modification shall be installed or kept in place by Lessee on the Premises without the prior written approval from the Lessor and any applicable federal, state, county, or other governmental agency.

### **SECTION 5**

5.1 The Premises, and any improvements thereon, whether in existence or constructed in the future pursuant to the terms and conditions contained herein, shall be used for restaurant operations, for purposes of this Lease Agreement, and directly related uses, provided such use is permitted by and in accordance with the Airport Minimum Standards, the Airport Layout Plan and Master Plan, and the Airport Rules and Regulations, each as may be amended from time to time. The Premises shall not be used for purposes which may interfere with the operation of aircraft at, from or to the Airport, including without limitation uses that create excessive light, glare, noise, dust, fumes or electromagnetic interference; uses that interfere with air traffic control line-of-sight visibility; uses that create wildlife attractants; uses that otherwise are detrimental to aviation, the Airport facility, other tenants, or the City of Lakeland. Any change in use shall require written approval by the Airport Director.

5.2 Automobile parking shall be authorized only in those areas designed for the parking of automobiles and shall not be on ramps, taxiways or other areas where aircraft may travel.

5.3 Lessee shall not use the Premises for any other use other than as a restaurant facility, including without limitation any residential use.

5.4 Environmental Matters. It is the intention of the parties that Lessor shall be responsible for reporting, containing and cleaning up the release or spill of any hazardous substance or material, including any petroleum product, discovered on or emanating from the Premises prior to Lessee occupying said space. Lessee shall be responsible for reporting, containing and cleaning up the release or spill of any hazardous substance or material, including any petroleum product, discovered on or emanating from the Premises

on or after the Effective Date of this Lease if due to activities occurring on the Premises after Lessee takes possession.

5.5 To the extent permitted by law and subject to the monetary limitations contained in § 768.28 Florida Statute, the Lessor shall pay, defend, indemnify and save harmless the Lessee, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, including attorneys' fees and costs arising out of any government action or environmental claim brought by a Federal, State or Local agency requiring the remediation of environmental contamination to the extent that any such claims, fines and/or penalties imposed are proven by Lessee to have existed prior to the Effective Date of this Lease, caused by a third party or originated from causes otherwise not attributed to Lessee's activities.

## **SECTION 6**

6.1 Lessee agrees to maintain a high-quality restaurant facility for the purpose of providing consistently high-quality food and beverage services to the general public. All operations shall be in strict conformity with all applicable laws, regulations and ordinances, and the Lessee is required to obtain and maintain all necessary licenses and permits for the operation of its business. These provisions shall be deemed to be a material provision of this Agreement.

6.2 After Lessee takes possession of the Premises, secures all relevant licenses and permits required to operate its business and after completing a soft opening period of no longer than forty-five (45) days, Lessee shall provide food and beverage services pursuant to this Agreement at a minimum of seven (7) days a week for a minimum of one (1) meal per day. Lessor may amend Lessee's operating hours from time to time in order

to accommodate Airport operating requirements and/or as expressly agreed to, in writing, by the Parties.

6.3 Lessee may apply for an alcoholic beverage license as authorized by Chapter 79-488, Laws of Florida, a special act of the Legislature of the State of Florida relating to the Lessor. The expense of applying for, obtaining and renewing this license shall be that of the Lessee.

6.4 Lessee may obtain, in the same manner described above, a 4COPSRX License to sell or dispense alcoholic beverages. The expense of obtaining and maintaining this license shall be that of the Lessee.

6.5 So long as this Agreement is in effect and Lessee is not in default, the Lessee shall have the non-exclusive right to sell or dispense beer and wine incidental to its food operation during the operating hours of the dining facility unless otherwise prohibited by law.

6.6 So long as this Agreement is in effect and Lessee is not in default, the Lessee shall have the non-exclusive right to sell or dispense alcoholic beverages incidental to its food operation during the operating hours of the dining facility unless otherwise prohibited by law.

6.7 Lessee shall promptly furnish to the Lessor all reports from any inspections conducted by health or other agencies regarding Lessee's operation at the Airport.

6.8 Lessee agrees to provide all fixtures, furniture, and appliances required by its business operations including but not limited to: payment management systems, ovens, friers, grills, refrigerators, tables, chairs, utensils, coolers, décor, wait stations, food prep areas, bar construction or other enhancements specific to Lessee's business operations on the Leased Premises, including any costs associated with the purchase and/or maintenance thereof.

6.9 Lessee shall not block any fire exit(s) within the Airport terminal building or Premises. Lessee shall be assessed and required to pay a fine of Two Hundred Dollars and 00/100 (\$200.00) for any documented violation submitted by Lessor to Lessee.

6.10 The Lessee may not sublet or assign, including corporate mergers and acquisitions, all or any portion of the Premises without the prior written approval of the Lessor. In reviewing a request by the Lessee to sublet or assign all or any portion of the Leased Premises, the Lessor will consider, *inter alia*, the permitted and intended uses of the Leased Premises and the factors used to establish the rent and other fees under Section 2 of this Lease.

If the Lessor approves the sublease or assignment of any portion of the Leased Premises, the Lessee shall remain liable for any and all obligations under this Lease, unless the Lessor determines in writing on the basis of evidence presented that the sub-lessee or assignee has the requisite financial capacity, resources and business plan to satisfy any and all obligations hereunder. The requirement to obtain the Lessor's approval applies, without limitation, to any assignment or sublease to or by a trustee or receiver in federal or state bankruptcy, receivership or other insolvency proceeding; and the sale, assignment or transfer of all or substantially all of the Lessee's assets. Use of the Premises by any sub-lessee shall be restricted to the uses as defined in Section 5 of this Lease.

## **SECTION 7**

7.1 Lessee shall pay, defend, indemnify and save harmless the Lessor, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the Lessor, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the negligence

or willful misconduct of the Lessee, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations necessary relating to the occupancy, maintenance, repair or improvement by the Lessee of the Premises.

7.2 The Lessee shall defend, indemnify and save harmless the Lessor, its agents, guests, invitees or employees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county or city law, by-law, ordinance, or regulation by such Lessee, its agents, guests, invitees, servants or employees.

7.3 The Lessee covenants and agrees to comply with all provisions of the Insurance Requirements, attached hereto as **Exhibit "B"** and incorporated by reference herein. The amounts of insurance coverage set forth in **Exhibit "B"** are set in accordance with the Lessee's use of the Premises as defined in Section 5 herein. In the event of any change, alteration or expansion of the use of the Premises, the minimum limits of such coverage shall be subject to reasonable adjustments as determined by the Lessor so as to reflect any increase in risk or exposure.

Each policy required under this Lease shall name the Lessor, City of Lakeland, as an additional insured and carry a provision that it will not be canceled without thirty (30) days prior written notice to the Lessor. The Lessee shall provide a certificate showing the insurance to be in effect to the Lessor.

7.4 If at any time during the term of this Lease the Premises and its related facilities (including the parking area, or any portion thereof) should be damaged or destroyed by any casualty, Lessor at its sole discretion may elect not to rebuild. If Lessor makes this determination, the Lease shall be terminated as of the date of such casualty. Should Lessor decide to rebuild, then Lessor shall forthwith remove resulting debris, and repair or rebuild the damaged or destroyed structures or other improvements to the condition in which such

structures and improvements existed prior to such casualty and return such structures and improvements to working order, whether or not any insurance proceeds shall be awarded to Lessor as a result of such damage or destruction.

7.5 Lessee shall cause to be inserted in any policy or policies of insurance acquired by them with regard to this Lease a so-called "waiver of subrogation" clause. Lessee hereby waives, releases and discharges Lessor, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered by insurance arising out of this Agreement notwithstanding that such loss, claim, expense or damage may have been caused by Lessor, its agents or employees, and Lessee agrees to look to the insurance coverage only in the event of such loss.

#### **SECTION 8**

The Lessor reserves the right for the Airport Director, or duly authorized representative, to enter the leased Premises during normal business hours for the purpose of performing such inspections considered necessary by the Director, including without limitation compliance with the terms of this Lease, the Airport Minimum Standards and the Airport Rules and Regulations, and Lessee does hereby consent to such entry and waive any right to require a warranty for such inspection, provided that such entry and inspections shall not interfere with the Lessee's operations or the conduct of its business. The Lessee, after written notice, shall promptly correct any condition which is a hazard to life or property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials, in, on or about the Premises that do not meet the Airport Minimum Standards, Rules and Regulations or other standards/compliance requirements required by any governmental agency with jurisdiction or for reasons of safety.

#### **SECTION 9**

9.1 The Lessee and Lessor shall maintain the Leased Premises in a good state of repair and condition at all times.

9.2 The Lessee shall, at its expense, maintain the Premises, including any structures thereon, in a neat and orderly condition at all times. Lessee shall be responsible for the neatness and orderliness of the Premises, removal of trash and garbage arising out of the Lessee's occupancy.

9.3 Lessee shall not have authority to make any modifications or alterations to Premises without prior written consent of the Airport Director. The primary consideration in the approval process shall be the best interest of the Airport and the public.

9.4 Lessee shall be responsible for ordinary maintenance and repair of all areas within the Premises. Lessee shall be responsible for repairs related to the operation of the Lessee or customers or invitees of the Lessee and must notify Lessor of such repairs in writing.

9.5 Lessee shall not perform any repairs or additions, including rewiring to electrical and plumbing systems, nor permit any repairmen access to any mechanical equipment without the prior written consent of Lessor. If said consent is granted, Lessee shall obtain all permits required by law regarding such change or repair.

9.6 During the term of this Lease, and any renewals thereof, Lessee shall be responsible for the maintenance and repair of any Leasehold Improvements, including associated costs. Any structural improvements provided by Lessee hereunder shall, at the expiration of this Lessee, become the property of Lessor.

9.7 Lessor agrees to maintain in good repair and be responsible for the following items only: the air conditioning system, the freight elevator, ductwork and



sprinklers related thereto, and pipes and conduits of the demised Premises. Lessee shall provide janitorial services for the public areas, including restrooms, once daily.

9.8 Lessee agrees to maintain and be responsible for all other items of the Premises in a clean state, including the walk-in refrigerator, walk in freezer, dishwasher, range hood, sinks and floor drains, grease trap, flooring, and interior lights.

9.9 It is the intention of the Parties that the periodic maintenance of the range hood system be performed by the Lessee on all components except the belt, including fire inspections and the cleaning of the system that is exposed on the roof. However, Lessor, at its sole cost, shall coordinate the availability of a lift so the outside part of the hood system can be accessed by the Lessee.

9.10 The maintenance responsibilities for the Lessee and Lessor are more particularly described in **Exhibit "C"**, attached hereto and incorporated herein by reference.

#### **SECTION 10**

Should the Lessee default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, the Lessor may, at its option, if such default continues after giving the Lessee fifteen (15) days written notice in the case of a default in the payment of the rent and thirty (30) days' notice in the case of any other default, declare all future payments hereunder immediately due and payable. Lessor shall have a lien upon any and all buildings and other property of the Lessee located upon the Premises at the time of default for any amount due the Lessor by the Lessee. In addition, Lessor reserves the right to prevent access to the Airport by inactivating badge or security access due to non-payment. If Lessee's default requires for its cure a period longer than that allocated in this Section, Lessee shall not be in default if, in the Lessor's sole opinion, the

Lessee proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

### **SECTION 11**

Upon the occurrence of an event of default, as set forth in Section 10, Lessor may at its option exercise any one or more of the following remedies:

(a) The Lessor may terminate this Lease by giving to the Lessee written notice of Lessor's intention to do so, in which event the term of this Lease shall end and all right, title and interest of the Lessee hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate;  
or

(b) The Lessor may terminate the right of the Lessee to possession of the Premises or any portion thereof by giving written notice to the Lessee that the Lessee's right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by the Lessor of its intention to so terminate the right of possession; or

(c) The Lessor may enforce the provisions of this Lease and may enforce and protect the right of the Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(d) If the Lessor exercises either of the remedies provided for in sub-paragraphs (a) or (b), the Lessor may then or at any time re-enter the Premises in accordance with Florida law.

(e) If the Lessor terminates the Lessee's right of possession pursuant to sub-paragraph (b), the Lessor may re-enter the Premises or any portion thereof and take possession of all or any portion of the real property, may move any portion of the Lessee's property thereon which the Lessor elects so to do, and may sub-let or re-let the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and the Lessor may collect the rents from re-letting or sub-letting and apply same, first to the payment of the rents payable hereunder and in the event that the proceeds from such re-letting or sub-letting are not sufficient to pay in full the foregoing, the Lessee shall remain and be liable therefore. The Lessee promises and agrees to pay the amount of any such deficiency and the Lessor may at any time sue and recover judgment for any such deficiency or deficiencies.

## **SECTION 12**

No remedy herein conferred upon or reserved by the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and so often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

## **SECTION 13**

13.1 This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Lessor acquired the property known as the Lakeland Linder International Airport from the United States of America, insofar as such covenants and restrictions remain in effect, such deeds being identified as follows:

(a) Quitclaim Deed and Surrender of Lease dated September 26, 1947, between the United States of America and City of Lakeland, recorded in Deed Book 816, page 571, Public Records of Polk County, Florida; and

(b) Supplemental Quitclaim Deed dated April 20, 1948, between the United States of America and the City of Lakeland, recorded in Deed Book 832, page 311, Public Records of Polk County, Florida;

except however, any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument, including but not limited to the release of the "National Emergency Use Provisions" by the Deed of Release dated December 17, 1959, recorded in Official Records Book 389, page 338, current public records of Polk County, Florida, and the extinguishment of the restrictions on use for industrial or manufacturing purposes by the Act of Congress on July 30, 1947 (61 Stat. 678).

13.2 This Lease shall be subordinate to the provisions of any existing or future agreement, including any grant assurances restricting the use and/or sale of Airport property, entered into between the Lessor and the United States of America for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

13.3 Should the Federal Aviation Administration issue an order determining that any provision herein is inconsistent with any covenant or restriction of the deeds under which the Lessor acquired the Airport, or the provisions of any existing or future agreement entered into between the Lessor and United States of America, the parties shall amend this Lease as necessary to resolve the inconsistency.

13.4 This Lease and all the provisions hereof shall be subject to whatever right the Government of the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and reacquisition of the Airport or the exclusive or nonexclusive use of the Airport by the United States of America during the time of war or national emergency.

#### **SECTION 14**

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that nothing herein shall be understood to confer an exclusive right upon the Lessee to conduct any aeronautical activity at the Airport in violation of 49 U.S.C. Section 40103(e) or 49 U.S.C. Section 47107(a)(4).

#### **SECTION 15**

15.1 The Lessee, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) no person on the grounds of race, color, creed, sex or national original shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities.

(b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of

race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, entitled *Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964*, and as such Regulations may be amended.

15.2 In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess the leased land and the facilities thereon and hold the same as if the Lease had never been made or issued. This provision shall be subject to the procedures of Title 49, Code of Federal Regulations, Part 21, including exercise or expiration of appeal rights.

15.3 Lessee shall furnish the services permitted hereunder on a reasonable, and not unjustly discriminatory, basis to all users of the Airport. Lessee shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

#### **SECTION 16**

The Lessor reserves the right to take whatever actions necessary for the operation, safety, maintenance, and improvement of the Airport and its appurtenances, without interference or hindrance, with appropriate consideration for the continuity and profitability of the Lessee's operations and the payment of the obligations to the Lessor herein.

#### **SECTION 17**

The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased land, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace for landing on, taking off from or operating on the Airport.

### **SECTION 18**

The Lessee, its officers, employees, guests, invitees and suppliers of materials and services, shall have the right of ingress and egress over public right-of-way to the Premises for the purpose of permitting Lessee to enjoy the rights, uses, and privileges granted by the Lessor.

### **SECTION 19**

19.1 The Lessee specifically covenants and agrees to observe and obey all lawful rules and regulations which have been or may be adopted and promulgated by the Lessor for operation at the Airport, including without limitation the Airport Rules and Regulations, as the same may be amended from time to time. The Lessee shall conduct and operate its activities in accordance with any applicable federal, state and local laws, ordinances, regulations, directives, orders, and judicial decisions. The Lessee specifically shall comply with all applicable federal, state and local statutes, regulations and ordinances on the subject of environmental protection, including without limitation all Environmental Protection Agency regulations, guidelines and permitting requirements associated with Lessee's business operations performed on the Premises.

19.2 Lessee specifically covenants and agrees to observe and obey all applicable federal laws on the subject of airport and aviation security, all applicable regulations and directives issued by the Transportation Security Administration, and all ordinances and rules

issued by Lessor related to security, including without limitation rules issues in furtherance of the Lessor's security program. Lessee further covenants and agrees to alter and improve the Premises as required to comply with any such law, regulation, directive, ordinance or rule.

## **SECTION 20**

20.1 The Lessor hereby designates the Director of the Lakeland Linder International Airport as its official representative with the full power to represent the Lessor in all dealings with the Lessee in connection with the Lease or the leased land, subject to approval by the Lakeland City Commission. The Lessor may designate by written notice, addressed to the Lessee, other representatives from time to time, and such representatives may exercise those rights and duties of the Lessor as may be necessary to effectuate the purposes of this Lease.

20.2 Notice to the Lessor shall be sufficient if either mailed by first class mail, postage prepaid, addressed to Airport Director, Lakeland Linder International Airport, City of Lakeland, 3900 Don Emerson Drive, Suite 210, Lakeland, Florida 33811, or delivered at such address, and notice to the Lessee named herein shall be sufficient if mailed by first class mail to Lessee at is 3685 Airfield Drive West Suite 120, Lakeland, Florida 33811. Either party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other party in the manner provided in this Section.

## **SECTION 21**

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent assignment and subletting are permitted.

## **SECTION 22**



Should it become necessary for either party to bring an action at law or equity to enforce or interpret this Agreement or for the Lessor to bring an action to remove the Lessee from the Premises, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels.

**SECTION 23**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Agreement or to remove Lessee from the Premises shall be Polk County, Florida.

**SECTION 24**

The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held invalid or unenforceable, all other terms and provisions hereof shall continue in force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed and their respective seals to be hereunto affixed, the day and year first above written.

ATTEST:

**City of Lakeland, Florida**  
a municipal corporation

BY: \_\_\_\_\_  
Kelly S. Koos  
City Clerk

BY: \_\_\_\_\_  
H. William Mutz  
Mayor

(Seal)

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
Palmer C. Davis  
City Attorney

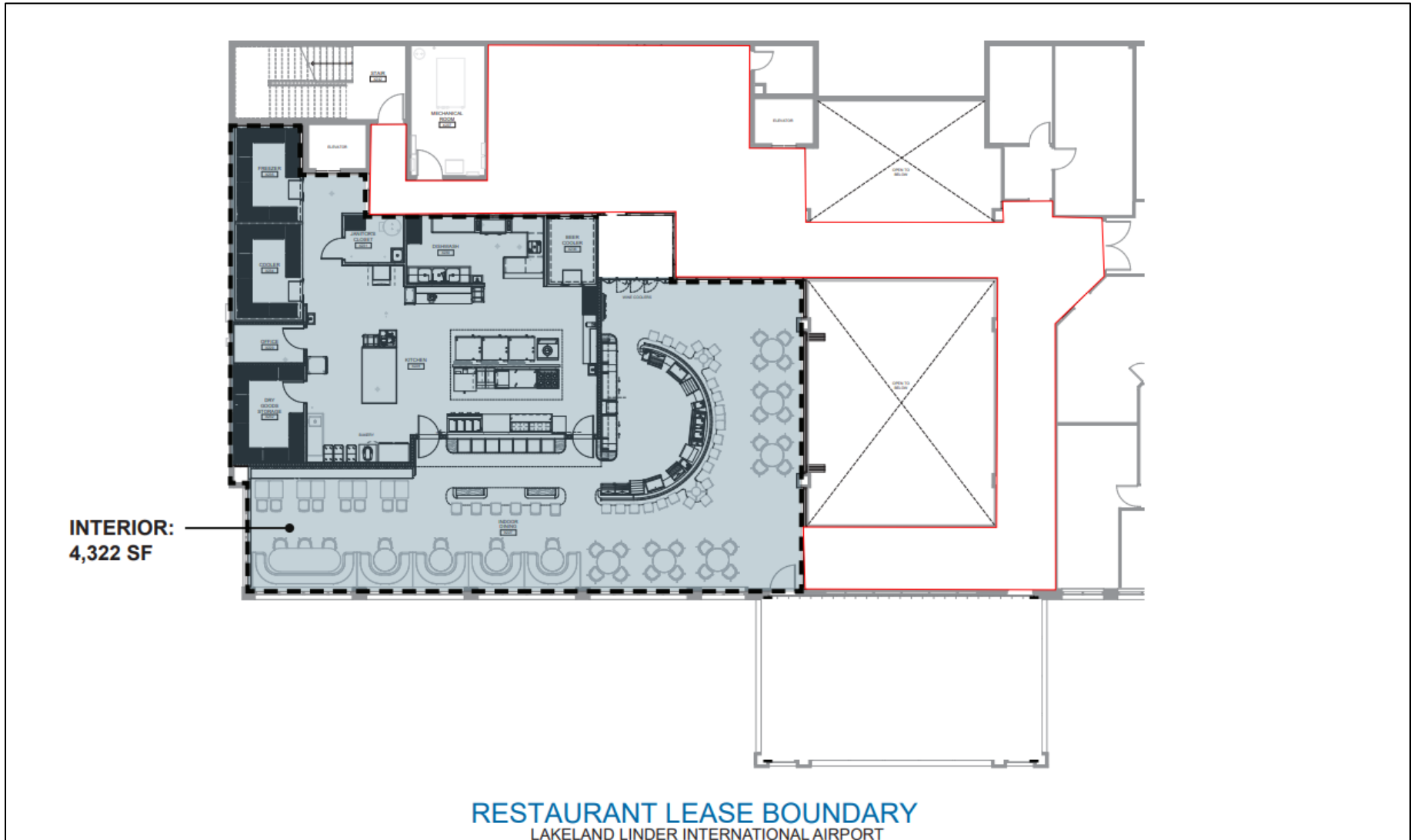
ATTEST:

**SORA EATERY, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"



**EXHIBIT "B"**  
Insurance Requirements – Lease Agreement

**STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

**CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

**OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counterparty to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

**LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

**INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

## **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party, or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled INDEMNIFICATION.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
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**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$300,000 Single limit each occurrence</b>
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**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

**Excess Liability:** This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

**The liability limits shall not be less than: \$1,000,000**

## **ADDITIONAL INSURANCE**

**Additional Insurance:** The City requires the following types of insurance.

**Fidelity/Dishonesty/Liability Coverage:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

**The liability limits shall not be less than: \$1,000,000**

**Fire Legal Liability:** Tenant's liability for damages by fire to the rented premises the tenant occupies.

**The liability limits shall not be less than: \$1,000,000**

**Liquor Liability Coverage:** In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract, or lease. If needed coverage is not included in the general/umbrella/excess liability policy (ices), the policy (ices) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**The liability limits shall not be less than: \$1,000,000**

**EXHIBIT “C”**  
Maintenance Matrix of Obligations

RESPONSIBILITY	TENANT	AIRPORT
Air Compressor	N/A	N/A
Air Handling System(s)		x
Ceiling Tiles	x	
Disposal of Garbage, Debris and Waste Materials	x	
Elevators		x
Exterior Electrical		x
Exterior Electrical Fixtures		x
Exterior Light Bulbs		x
Exterior Painting		x
Exterior Plumbing		x
Exterior Signage		x
Fire Protection System including Minimum Required Fire Extinguishers		x
Generator		x
Floor Replacement (Carpet, Tile Laminate etc.)	x	
Grounds Care		x
Hangar Doors	N/A	N/A
Hangar Insulation	N/A	N/A
Interior Electrical	x	
Interior Electrical Fixtures	x	
Interior Light Bulbs	x	
Interior Painting	x	
Interior Plumbing	x	
Interior Walls	x	
Irrigation		x
Janitorial Service	x	
Janitorial Service - Flooring	x	
Keys / Locks		x
Mechanical / HVAC Maintenance		x
Mechanical / HVAC Replacement		x
Non-Structural Repairs	x	
Parking Lot & Side Walks		x
Pedestrian Doors Including Hardware	x	
Personal Property	x	
Pest Control	x	
Restroom Fixtures (Exclusive to Tenant Premises / Toilets / Faucets)		x
Roof Maintenance		x
Roof Replacement		x
Security System	x	
Signage / Wayfinding	SHARED	SHARED
Structural Elements of Building		x
Water Fountains / Water Filters	x	
<b>CURRENT 2023.09.30</b>		