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LEASE AGREEMENT  
by and between  
CITY OF BELLE ISLE, FLORIDA  
as LANDLORD  
and  
BELLE ISLE CHARTER SCHOOLS, INC. as  
TENANT  
Property Address:  
5903 Randolph Avenue, Belle Isle, FL  
32809  
LEASE AGREEMENT  
This LEASE AGREEMENT (this "Lease") is made and entered into as of the \_\_\_\_\_ day  
of \_\_\_\_\_\_\_\_\_\_, 2021 by and between CITY OF BELLE ISLE, FLORIDA, a Florida  
municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle  
Isle, Florida 32809 and BELLE ISLE CHARTER SCHOOLS, INC., a Florida not-for-profit  
corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida  
32809.  
WITNESSETH:  
WHEREAS, Landlord is the fee simple owner of certain real property as more  
specifically described in Exhibit "A" attached hereto and by this reference made a part hereof,  
including the tenements, hereditaments, improvements, fixtures, furniture, equipment,  
appurtenances, rights, easements, and rights-of-way incident thereto (collectively, the "Leased  
Premises");  
WHEREAS, as of the date of this Lease, Tenant currently operates two charter schools  
known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone  
Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools")  
on the Premises;  
WHEREAS, Landlord is currently obligated for repayment of certain Charter School  
Lease Revenue Bonds, Series 2012, (“2012 Bonds”) pursuant to the Trust Indenture dated  
October 1, 2012, (“Trust Indenture”) which 2012 Bonds were issued for the purpose of  
purchasing the Premises (or a substantial parcels thereof);  
WHEREAS, Tenant and Landlord are currently parties to that certain Lease Agreement  
dated October 1, 2012, which Lease Agreement, in part, secures repayment of the 2012 Bonds;  
WHEREAS, Tenant and Landlord have determined it is in the best interests of both  
parties that the 2012 Bonds be fully redeemed pursuant to the terms of the Trust Indenture;  
WHEREAS, Tenant is willing and able to obtain financing to fully redeem the 2012  
Bonds in consideration of this new lease agreement with Landlord; and  
WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant  
desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter  
defined) and pursuant to and in accordance with the terms and conditions more specifically set  
forth herein.  
NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions  
hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which  
is hereby acknowledged, the Parties agree as follows:  
ARTICLE I  
DEFINITIONS  
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Section 1.1. Definitions. Except as otherwise defined herein, capitalized words and  
phrases shall have the meanings specified below, and other capitalized words and phrases in  
this Lease have the meanings ascribed to them, unless the context clearly requires otherwise:  
"Annual Financial Statements" means the annual audited financial statements, which  
may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter  
Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally  
Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter  
Schools' operations and including, without limitation, statements in reasonable detail of financial  
condition as of the end of such Charter School Fiscal Year and income and expenses for such  
Charter School Fiscal Year. To ensure transparency, these Annual Financial Statements as well  
as monthly financial reports (including revenues, expenses, and fund balances) must be published  
on the school website and available to the public within 5 business days after the closing of the  
books for the respective period.  
"Buildings" means all buildings and other structures now existing or later constructed on  
the Premises and includes, without limitation, the charter school facilities located on the  
Premises as of the date of this Lease.  
"Charter Contracts” shall mean the charter contracts granted to the Tenant by the  
School Board pursuant to § 1002.33, Florida Statutes, for the operation of the Charter  
Schools, as such contracts may be in place and effective from time to time, including all  
amendments, extensions and renewals thereof.  
"Charter School Fiscal Year" has the meaning set forth in the Charter.  
"Charter School Law" means Section 1002.33, Florida Statutes and other applicable  
provisions of law governing or otherwise relating to charter schools.  
"Charter School Revenues" means all amounts payable to Tenant by the School Board or  
the Florida Department of Education under the Charter Contracts including, but not limited to (i)  
Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19),  
1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or  
similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to  
Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.  
“Equipment” means all furniture, machinery, fixtures, and equipment now owned or  
hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters  
temporarily provided by Landlord for temporary use on the Premises), including, without  
limitation, all items of tangible personal property and fixtures used or usable in connection with  
the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible  
personal property or fixtures acquired in substitution or replacement thereof.  
"Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter  
how created, regardless of whether such indebtedness is assumed by the Tenant, including any  
leases required to be capitalized in accordance with Generally Accepted Accounting Principles,  
installment purchase obligations, and guaranties.  
"Leased Premises" means the parcels of land described in Exhibit A, attached hereto and  
incorporated herein, and the buildings and other improvements situated thereon with any  
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additions or alterations thereto which are permitted under this Lease Agreement.  
"Lien" means any mortgage or pledge of, security interest in, or lien or encumbrance on,  
any property that secures any Indebtedness or other obligation of the Tenant.  
"School Board" means the School Board of Orange County, Florida.  
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ARTICLE  
II  
TENANT  
REPRESENTATIONS  
Section 2.1. Representations by the Tenant. The Tenant represents and covenants that:  
(a) It is duly organized and existing as a Florida not-for-profit corporation and is in  
good standing under the laws of the State, it will maintain, extend and renew its corporate  
existence under the laws of the State, and it will not do, suffer or permit any act or thing to be  
done whereby its right to transact its functions might or could be terminated or its activities  
restricted.  
(b) The Tenant has been duly authorized to execute the Lease Agreement and  
consummate all of the transactions contemplated thereby, and the execution, delivery, and  
performance of this Lease Agreement will not conflict with or constitute a breach of or default  
by the Tenant under any other instrument or agreement to which the Tenant is a party or by  
which its property is bound.  
(c) The Tenant's execution, delivery, and performance of the Lease Agreement shall  
not constitute a violation of any order, rule, or regulation of any court or governmental agency  
having jurisdiction over the Tenant.  
(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or  
proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's  
ability to execute, deliver, and perform with respect to this Lease Agreement.  
(f) Neither the representations of the Tenant contained in the Lease Agreement nor  
any oral or written statement, furnished by or on behalf of the Tenant to the Landlord and the  
transactions contemplated hereby, contain any untrue statement of a material fact or omit stating  
a material fact necessary to make the statements contained herein or therein not misleading.  
There are no facts that the Tenant has not disclosed to the Landlord in writing that the Tenant  
believes materially and adversely affect or in the future may (so far as the Tenant can now  
reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or  
condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its  
obligations under the Tenant Documents or any documents or transactions contemplated hereby or  
thereby.  
(g) The Tenant's federal employer identification number is 27-2154495.  
(h) The Tenant will comply fully and in all respects with the Charter School Law and  
the Charter Contracts and will take all reasonable action to maintain, extend and renew the  
Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will  
notify Landlord on Charter renewals or changes to the Charter.  
(i) The Tenant has obtained, or will obtain before they are required, all necessary  
approvals of and licenses, permits, consents, and franchises from federal, State, county,  
municipal, or other governmental authorities having jurisdiction over the Leased Premises to  
operate the Leased Premises as charter schools, and to enter into, execute, and perform its  
obligations under this Lease and the other Tenant Documents.  
(j) Intentionally Left Blank.  
(k) The Tenant (i) understands the nature of the structure of the transactions related to  
the financing and refinancing of the Leased Premises; (ii) is familiar with all the provisions of the  
documents and instruments related to such financing to which the Tenant or the Landlord is a  
party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such  
transactions, including, without limitation, the risk of loss of the Leased Premises; and (iv) has  
not relied on the Landlord for any guidance or expertise in analyzing the financial  
consequences of such financing transactions.  
(l) Tenant has entered into this Lease based on its own full investigation, including  
third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased  
Premises and its development and use of the Leased Premises, including environmental  
conditions, and that it has solely relied on its own investigation, or that of the third party.  
(m) There is no completed, pending or, to Tenant’s knowledge, threatened bankruptcy,  
reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary,  
affecting Tenant.  
ARTICLE III DEMISING  
CLAUSE/LEASEHOLD  
MORTGAGES  
Section 3.1 Demising Clause. Landlord hereby demises and leases the Leased Premises  
to Tenant and Tenant hereby leases the Leased Premises from Landlord, in accordance with the  
provisions of this Lease, to have and to hold for the Term (as defined herein).  
Section 3.2. Leasehold Mortgages. Except as specifically provided otherwise in this Lease,  
Tenant shall be permitted to mortgage Tenant’s leasehold interest in the Leased Premises.  
3.2a Landlord agrees that the provisions set forth in this Section 3.2 shall apply to, and be for  
the benefit of, any mortgagee of Tenant’s leasehold interest in the Leased Premises, whose mortgage is a  
first lien on Tenant’s leasehold interest (“Leasehold Mortgagee”). Landlord shall be served with a copy of  
the mortgage (“Leasehold Mortgage”) certified to be true by the Leasehold Mortgagee and a certified true  
copy of the title insurance policy insuring the Leasehold Mortgage to be a first lien on Tenant’s leasehold  
interest in the Leased Premises, or Landlord shall be provided with other proof reasonably satisfactory to  
Landlord of the priority of the Leasehold Mortgage.  
3.2b No notice of default of this Lease Agreement will be valid, binding, and effective until the  
notice is served on all Leasehold Mortgagees in the manner set forth in this Lease, at the address set forth  
in the Leasehold Mortgage or the address the Leasehold Mortgagee provides to Landlord according to the  
provisions set forth in this Lease.  
3.2c Monetary Default. If there is a default due to nonpayment of monetary obligations  
payable directly by Tenant to Landlord (“Monetary Default”), Landlord shall not exercise any of the rights  
and remedies provided in Article 11 or elsewhere in this Lease, or any remedies provided by law, unless  
the Monetary Default shall have continued for at least thirty days after notice to all Leasehold Mortgagees.  
3.2d Curable Nonmonetary Default. If there is a curable default other than a Monetary Default  
(“Curable Nonmonetary Default”), Landlord shall not exercise any of the rights and remedies provided in  
in this Lease, or any remedies provided by law, unless the Curable Nonmonetary Default shall have  
continued for at least thirty days after notice to the Leasehold Mortgagee. However, if it is not reasonably  
possible to cure the default within thirty days, then the time period for curing the Curable Nonmonetary  
Default shall be extended, provided that the default is cured as expeditiously as practicable by actions  
undertaken diligently and in good faith.  
3.2e Noncurable Default. If there is a default due to bankruptcy, insolvency, or any other  
noncurable default (“Noncurable Default”), Landlord shall not exercise any of the rights and remedies  
provided in this Lease, or any remedies provided by law, if within thirty days after notice of default a  
Leasehold Mortgagee notifies Landlord that it will foreclose its Leasehold Mortgage, and that Leasehold  
Mortgagee diligently and continuously commences and prosecutes to completion foreclosure proceedings  
and sale of Tenant’s leasehold interest in the Leased Premises, or causes that leasehold interest to be  
conveyed and assigned in lieu of foreclosure. However, nothing contained in this Paragraph shall prohibit  
Landlord from exercising its rights and remedies pursuant to this Lease, or any remedies provided by law,  
should there occur a Monetary Default or Curable Nonmonetary Default after the occurrence of a  
Noncurable Default.  
3.2f If this Lease is terminated due to a Tenant default, Landlord shall serve notice of this  
termination on the Leasehold Mortgagee, specifying all sums of money then due and payable under this  
Lease and specifying any other default then existing. The Leasehold Mortgagee shall have the option of  
obtaining a new lease (“New Lease”) on terms set forth in Paragraph 3.2g; this option shall be waived if it  
is not exercised within thirty days after the Leasehold Mortgagee receives notice of termination.  
3.2g The New Lease entered into between Landlord and Leasehold Mortgagee as the New Tenant  
shall contain terms identical to the terms of this Lease, except that the commencement date of the New  
Lease shall be the date of termination of this Lease, and the term of the New Lease shall be equal to the  
remaining Term of this Lease.  
3.2h The New Lease shall be subject to the following terms:  
(1) All Monetary Defaults and Curable Nonmonetary Defaults shall be cured by the New  
Tenant.  
(2) All fees and expenses, including reasonable counsel fees, incurred by Landlord in  
connection with Tenant’s defaults, termination of this Lease, recovery of possession,  
negotiations with Leasehold Mortgagees, and preparation and execution of the New Lease,  
shall be paid by the New Tenant.  
3.2 i Landlord shall accept performance of the terms of this Lease or a New Lease by the  
Leasehold Mortgagee, or any agent, nominee, or designee of a Leasehold Mortgagee, as if the terms were  
performed by Tenant.  
3.2j If the Leasehold Mortgagee enters into a New Lease or acquire Tenant’s leasehold interest  
in the Leased Premises by foreclosure or otherwise, and then Leasehold Mortgagee assigns or otherwise  
conveys its interest in this Lease or the New Lease, on that assignment or conveyance the Leasehold  
Mortgagee will be discharged and relieved from all liability for performance of the terms of this Lease or  
the New Lease subsequently accruing, but nothing contained in this Lease may relieve the Leasehold  
Mortgagee from its liabilities and obligations accruing before the assignment or conveyance. Provided,  
however, that any assignment or conveyance of this Lease or the New Lease must be approved by  
Landlord, which approval will not be unreasonably withheld.  
3.2k This Lease may not be modified or amended, nor may it be voluntarily terminated by  
Landlord and Tenant, without the prior written consent of the Leasehold Mortgagee.  
ARTICLE IV  
TERM, SURRENDER  
Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as  
hereinafter defined) and end on the date that is thirty-seven (37) years thereafter unless sooner  
terminated in accordance with the terms and conditions hereof (the “Termination Date”). The  
period from the Effective Date through the Termination Date shall be referred to herein as the  
“Term.” unless earlier terminated pursuant to Section 4.2 below.  
Section 4.1 a. Effective Date. This Lease Agreement shall become effective as of the date the  
2012 Bonds are fully redeemed. Landlord and Tenant specifically acknowledge and agree that this  
Lease Agreement is contingent upon Tenant obtaining bond financing on terms and conditions  
acceptable to Tenant.  
Section 4.2. Termination of Term. The Term shall terminate upon the earliest of any  
of the following events:  
(a) The occurrence of an Event of Default and termination of the Term by the  
Landlord under Article XIV of this Lease; or  
(b) The end of the Term.  
Section 4.3. Term Extensions. Tenant shall, provided the Lease is in full force and effect  
and Tenant is not in default under any of the terms and conditions of the Lease at the time of  
notification or commencement, have the option to extend the Initial Term (the "Term  
Extension") for the greater of two (2) 5-year terms or for the same amount of time that the  
Orange County School Board (or the state) extends the term of either Contract (the "Charter  
Renewal"). The renewal process may require that Tenant be able to demonstrate to the School  
Board that the Lease Agreement has been extended as a condition to the School Board's  
willingness to grant the Charter Renewal. In such case, Tenant can elect to initiate the Term  
Extension subject to a condition that the School Board approve the Charter Renewal within a  
reasonable amount of time after any such Charter Renewal, Tenant shall notify the Landlord of  
any such extensions. If Tenant elects to exercise said option, then Tenant shall provide  
Landlord with written notice not later than eighteen (18) months prior to the expiration of the  
term of the Lease. If Tenant does not exercise any such option in a timely manner, then all  
rights to extend the Lease automatically shall terminate, Landlord shall have the right during the  
remainder of the Term of this Lease to advertise the availability of the Premises for sale or  
reletting and to erect upon the Premises signs appropriate for the purpose of indicating such  
availability.  
Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant  
shall surrender the Leased Premises in the same order and condition in which it was in on the  
Commencement Date, ordinary wear and tear excepted. All alterations, additions or  
improvements and fixtures made to the Leased Premises made by either party shall remain upon  
and be surrendered with the Premises as a part thereof except that Tenant shall have the right to  
remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment not  
permanently attached to the Improvements or Premises and any of such property deemed by law  
to be the property of the School Board. All damage and injury to the Premises caused by such  
removal must be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not  
removed by Tenant prior to the expiration or termination of the Term, the same shall, at  
Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord  
$250,000.00 as security for any damages not repaired by the Tenant. If Tenant fully complies  
with all terms of the Lease, Landlord will return the Security Deposit within 20 days after  
termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the  
terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including  
damages and such charges shall be deemed additional rent.  
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Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or  
earlier termination of this Lease without Landlord’s express or implied consent, the Base Rent  
payable during such holding over shall be as follows: (i) for the first ninety (90) days, one  
hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such  
holding over, (ii) for the next ninety (90) days, one hundred fifty percent (150%) of the Base  
Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent  
(200%) of the Base Rent in effect immediately preceding such holding over. The foregoing  
sentence shall not imply any right to holdover, nor shall it limit Landlord’s right to collect its  
damages including reasonable legal fees, lost profits and consequential damages, in the event of a  
holdover.  
Section 4.6 Option to Lease Additional Space. If additional property is acquired by the  
Landlord, then during the Term of this Lease and any renewals thereof, Tenant shall have the  
limited option to lease only those areas shown as the “Additional Space” on Exhibit A attached  
hereto and incorporated by reference, by adding the Additional Space to this Lease at a rate to  
be negotiated in good faith between Landlord and Tenant.  
ARTICLE  
V RENT  
Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) must be paid  
timely in equal quarterly installments beginning October 1st of each of the consecutive 12-  
month periods during the Term.  
Section 5.2 Full Net Lease. The rent paid to Landlord in accordance with this Lease  
Agreement shall be absolutely net to Landlord. This means that, in addition to the rent, Tenant  
shall pay all “Operating Costs” and “Impositions” defined in Paragraphs 5.2a and 5.2b, below, in  
connection with the Leased Premises.  
5.2a. “Operating Costs” shall include, but shall not be limited to, all expenses paid or  
incurred in connection with the following activities:  
(1) Repairs, maintenance, replacements, improvements, painting, and redecorating.  
(2) Landscaping.  
(3) Insurance.  
(4) Heating, ventilating, and air conditioning repair and maintenance.  
(5) Water, sewer, gas, electricity, fuel oil, and other utilities.  
(6) Rubbish, garbage, and solid waste removal.  
(7) Supplies and sundries.  
(8) Sales or use taxes on supplies or services.  
(10)Costs of wages and salaries or other payments for all employees, persons, and  
contractors engaged in the operation, maintenance, and repair of the Leased Land,  
including fringe benefits and social security taxes.  
(11)All other expenses, regardless of whether mentioned in this Lease, that are incurred in  
connection with the operation of the Leased Premises, including any replacements if  
necessary for repairs and maintenance or otherwise.  
5.2b. “Impositions” includes all fines, penalties, fees, and levies that result from  
construction activities or the normal operation of the premises on the Leased Premises, all real  
estate property taxes, assessments, and other governmental charges that are laid, assessed, levied,  
or imposed on the Leased Premises and become due and payable during the Term of this Lease,  
or any lien that arises during the time of this Lease on the Leased Premises and Improvements,  
any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and  
Improvements.  
Section 5.3 Calculation of Annual Rental Amounts.  
Tenant shall pay to the Landlord annual rent in the amount of Five Hundred Thousand and  
00/100 DOLLARS ($500,000) (the “Annual Rent”).  
Section 5.4 Rent Adjustments: Once every 3 years of the Term starting with the 2024  
school year, the Ground Lease Rent shall be adjusted based on the CPI for that year, not to exceed  
2% per annum. No adjustments may be made to the BoA Debt Service Rent, which will expire  
October 1, 2040. After the expiration of the BoA Debt Service, a new rate for this property will be  
negotiated in good faith between Landlord and Tenant.  
Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts that  
Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and  
insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or  
other sums which may be added for late payment thereof, will constitute “Additional Rent”  
hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by  
Tenant to Landlord hereunder are collectively referred to as the “Rent”. All Rent must be paid  
without deduction, offset, prior notice, or demand as directed pursuant to this Lease. If any  
additional rent is due, the Landlord will inform the Tenant of any such additional rent, and the  
parties will negotiate the payment thereof in good faith.  
Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid  
within ten (10) business days after its due date, then such arrearage will (i) bear 5% interest from  
the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable  
administrative charge to cover the costs of processing and handling delinquent debts, but not in  
excess of $100.00; and (iii) include an assessment of an additional 5% penalty charge on any  
portion of a debt that is more than 90 days past due.  
Section 5.7 Intentionally Left Blank.  
Section 5.8. Payments. All Rent payable by Tenant shall be made without defense,  
counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for  
any other reason whatsoever (any such defenses or rights to set-off being absolutely  
waived by the parties hereto).  
Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when  
the same shall become due and payable, each and every item of expense, of every kind and nature  
whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Leased  
Premises, or for the payment of which Landlord is, or shall or may be or become, liable by reason  
of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal  
property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes,  
including any sales tax imposed on the rental payments hereunder or under a sublease,  
occupational license taxes, water charges, sewer charges, assessments of any nature and all other  
governmental impositions and charges of every kind and nature whatsoever (collectively,  
the “Taxes,” and individually, a “Tax”), when the same shall be due and payable without penalty  
or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done,  
Landlord will be, except as specifically provided for herein, free from all expenses in any way  
related to the Premises and the use, maintenance, or occupancy thereof.  
ARTICLE  
VI  
USE AND MAINTENANCE OF  
PREMISES  
Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the  
maintenance, repair, and operation of an elementary school (prekindergarten through fifth  
grade); a middle school (sixth through eighth grade); and high school (ninth through twelfth  
grade) currently consisting of eight (8) buildings and related ancillary facilities and  
improvements (collectively, sometimes herein referred to as the “School”), for purposes  
reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or  
association meetings) and for no other purpose (all the foregoing collectively hereinafter  
referred to as, the “Permitted Use”). Notwithstanding the foregoing, Landlord may use the  
Leased Premises during non-school hours for nonrecurring City of Belle Isle functions upon at  
least 15 days’ notice and with Tenant’s prior consent, which will not be unreasonably withheld,  
provided that such use does not interfere with Tenant’s after-hour school activities. Landlord  
will return the premises to the condition in which they were found (e.g., furniture arrangement)  
and be responsible for clean-up consistent with CDC COVID-19 immediately after such use.  
a. Tenant agrees that, unless and to the extent that it shall obtain Landlord’s prior approval  
(which may be withheld in Landlord’s absolute discretion), it will not use the Premises,  
nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted  
under applicable zoning regulations, or (ii) would void insurance policies required to be  
carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material,  
permanent damage to the structural components of the Building, or (iv) would violate  
the Permitted Encumbrances, or (v) would violate Tenant’s obligations regarding the  
storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or  
(vi) would involve the storage or sale of gasoline (in no event, however, shall the terms  
of this Section 6.1 or any other provision of this Lease prohibit Tenant from installing,  
maintaining, or operating one or more stand-by emergency generators or gas-operated  
maintenance equipment on the Leased Premises, provided that such activities are  
conducted in compliance with all applicable Legal Requirements, as defined below,  
Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below)  
and only reasonably necessary amounts of fuel are stored at the Leased Premises).  
Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the  
Leased Premises.  
b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with  
all laws and ordinances and the orders, rules, regulations, and requirements (“Legal  
Requirements”) of all federal, state, county and municipal governments which may be  
applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary,  
even if the same shall require structural or extraordinary repairs, alterations, or  
additions. Tenant accepts the Premises in the actual condition of the Premises as of the  
Commencement Date. If the use of the Leased Premises becomes a non-conforming  
use, Tenant may not permit such use to be discontinued or abandoned. Tenant shall  
comply and have sole responsibility for complying with the provisions of the  
Americans with Disabilities Act as now promulgated or as amended after the date  
hereof and any similar type of legislation, whether federal, state, local, or other  
legislation hereinafter promulgated or hereinafter amended by any governmental  
authority applicable to the Premises. Tenant is (i) not currently identified on the  
Specially Designated Nationals and Blocked Persons List maintained by the Office of  
Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other  
similar list and is in compliance with OFAC, (ii) not an entity with whom a citizen of  
the United States is prohibited to engage in transactions by any trade embargo,  
economic sanction, or other prohibition of United States law, regulation, or Executive  
Order of the President of the United States, (iii) not an “Embargoed Person”, (iv) in  
compliance with the Uniting and Strengthening America by Providing Appropriate  
Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and  
regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor  
constitute property of, or are beneficially owned, directly or indirectly, by any person,  
entity or government that is an Embargoed Person and no Embargoed Person has any  
interest in Tenant.  
c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall  
not use or permit the use of the Leased Premises for any of the following activities: (a)  
any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable  
annoyance, or a nuisance, provided however, that normal and customary school  
activities may in no way be considered a nuisance; (b) activities involving the storage,  
treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as  
hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints  
kept and used in reasonable and customary quantities; or (c) partisan political activities.  
Section 6.2. Delivery of Premises. Tenant has inspected all portions of the Leased  
Premises and agrees (a) to accept possession of the Leased Premises in the "as is"  
condition existing on the Commencement Date (Exhibit C), (b) that neither Landlord nor  
Landlord's agents have made any representations or warranties with respect to the Leased  
Premises except as expressly set forth herein, and (c) Landlord has no obligation to perform  
any work, supply any materials, incur any expense or make any improvements to the Premises  
to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the  
Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession  
of all portions of the Leased Premises in its then current condition and that all portions of the  
Leased Premiseswere in a good and satisfactory condition at the time such possession was taken.  
Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at  
no expense whatsoever to Landlord, take good care of the Premises and the Building and other  
Improvements and structural components thereof now or hereafter erected thereon and shall not  
do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior  
and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as  
unforeseen, necessary to keep the Building and other Improvements (including, without  
limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and  
lawful order and in at least as good condition as such premises are in on the Commencement  
Date but subject to reasonable wear and tear. When used in this Article, the term “repairs” shall  
include replacements, capital improvements or renewals when necessary. Tenant shall keep and  
maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of  
water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the  
floors of the Building. Landlord shall not be responsible for the cost of any alterations of or  
repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in  
the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and  
releases all rights now or hereinafter conferred by statute or otherwise which would have the  
effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the  
provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.  
Section 6.4. Cleaning: Refuse and Rubbish Removal. Tenant, at Tenant's sole cost  
and expense, shall (a) keep all of the Leased Premises in a clean condition, (b) cause the  
Premises and the Buildings to be treated for pests with such frequency and in such manner as  
to prevent the existence of vermin, insects, or other infestation, and (c) cause Tenant's garbage  
and other refuse to be removed from the Premises in a timely manner and, until removed, kept  
in a neat and orderly condition.  
Section 6.5. Landlord's Right of Access. Landlord and any other party designated by  
Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the  
Leased Premises, (b) to show all or any portion of the Premises to prospective Tenants,  
subtenants or licensees and (c) to make such repairs, alterations or additions to all or any portion  
of the Leased Premises (i) as Landlord may deem necessary or appropriate or (ii) which  
Landlord may elect to perform following Tenant's failure to perform pursuant to Section 6.3. If  
the Landlord is required to make any repairs, alterations, improvements, or additions, the  
Landlord will notify the Tenant of such repairs, alterations, improvements, or additions within a  
reasonable time prior to commencing the work. Notwithstanding the provisions of this  
Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to  
enter the Leased Premises, whether for purpose of making repairs, exhibiting the same to  
prospective tenants, or for any other purpose, such entry shall be on the following terms and  
conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an  
emergency), (b) during regular business hours, (c) in such a manner so as to minimize  
interference with the conduct of Tenant's business; provided, that Tenant shall have the right to  
reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and  
(d) Landlord's and Tenant's access to the Leased Premises is subject to compliance with all  
applicable background screening requirements of state and federal law, including without  
limitation the requirements of the Jessica Lunsford Act. Further, Landlord acknowledges and  
agrees that any entry upon the Leased Premises by the Landlord, including its employees,  
agents, contractors, or representatives, will be at the Landlord’s sole risk, and in no event will  
Tenant be liable to the City or any such person for any personal injury, loss of life, or property  
damage resulting from or occasioned by their entry onto the Leased Premises, except and to the  
extent arising from or caused by the negligent or willful acts of Tenant.  
Section 6.6. Compliance with Law. Tenant agrees, at its own expense, to comply  
with all laws, orders and regulations of federal, state and municipal authorities and with any  
lawful direction of any public officer which shall impose any duty upon Tenant with respect to  
its use of the Leased Premises or the occupancy of all of the portions of the Leased Premises  
(collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the  
Leased Premises or any portions thereof to violate any Legal Requirements.  
ARTICLE VII  
ALTERATIONS AND IMPROVEMENTS  
Section 7.1 Tenant Improvements. Tenant shall have the right to make Improvements on  
the Leased Premises, at Tenant’s sole cost and expense, without the prior approval of Landlord.  
In connection with any such Improvement, Tenant will be permitted to grade, level, and fill the  
land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of  
the foregoing serve the Improvements made on the Leased Premises and comply with applicable  
general law and local rules and ordinances. Landlord will have no liability for any costs or  
expenses in connection with the Improvements on the Leased Land. Notwithstanding the  
foregoing rights of Tenant, Tenant will be required to obtain all necessary permits and meet all  
applicable requirements of the City of Belle Isle Land Development, Zoning and Building Codes.  
For purposes of this Section, “Improvements” means the construction or demolition of and the  
alteration or addition to structures, buildings, fencing, parking areas, student sports/play fields,  
and other grounds improvements within the area of the Leased Premises.  
Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable.  
During the Term, the Tenant will have the right at its sole cost and expense, to install such of its  
own machinery and equipment (“Tenant Equipment”), to make improvements, and to attach  
such removable fixtures, including, but not limited to, Tenant Equipment in, on, below, or upon the  
Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease;  
and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures  
at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the  
event of termination of this Lease by the Landlord, the Tenant will have a reasonable period of  
time following the effective termination date to remove such property, including the Tenant  
Equipment and to restore the buildings and/or premises to its original condition. The Tenant and  
Landlord will meet to determine if any of the Tenant Equipment is not needed or wanted by the  
Landlord, which the Tenant will be required to remove. The installation of Tenant Equipment  
shall be done in accordance with Applicable Laws, including the National Electrical Code, the  
Florida Building Codes (current edition) and other codes that directly relate to the construction,  
installation, operation and maintenance of communication equipment. If codes differ, the more  
stringent code shall apply.  
Section 7.3. Covenant Against Liens. The Leased Premises is municipally owned  
property and therefore not subject to any mechanics’ or other liens. Tenant shall not suffer or  
permit any liens to stand against the Premises or any part thereof by reason of any work, labor,  
services or materials done for, or supplied to, or claimed to have been done for, or supplied to,  
Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. If any  
such lien is filed against the Premises, Tenant shall cause the same to be discharged of record  
within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If  
Tenant fails to discharge any such lien within such period, then, in addition to any other right or  
remedy of Landlord, Landlord may, but will not be obligated to, procure the discharge of the  
same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes,  
including all legal and other expenses of Landlord, including counsel fees, in defending or  
commencing any such action or in or about procuring the discharge of such lien, with all  
necessary disbursements in connection therewith, together with interest thereon at the Interest  
Rate, will become due and payable forthwith by Tenant to Landlord.  
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Section 7.4 Notices Nothing in this Lease shall be construed as constituting the consent or  
request of Landlord, express or implied, by inference or otherwise, to any contractor,  
subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any  
labor or the furnishing of any materials or services for or in connection with the Premises.  
Notice is hereby given that Landlord shall not be liable for any labor or material or services  
furnished or to be furnished to Tenant upon credit, and that no mechanic’s or other lien for such  
labor, materials or services may attach to or affect the fee or reversionary or other estate or  
interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the  
Premises during the course of any Alterations such written notices as are necessary to effect the  
terms of this Section 7.4 or are otherwise necessary in Landlord’s reasonable opinion to prevent  
any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the  
Premises or in this Lease pursuant to Florida Statutes 713.  
Section 7.5 Payment and Performance Bonds. Prior to commencement of construction on  
the Leased Premises, which the Landlord, in its discretion, reasonably considers material or  
substantial, , Tenant shall provide to the Landlord one or more bonds obtained by the general  
contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor)  
ensuring payment and performance of that general contractor’s obligations under the prime  
construction contract directly between that general contractor and the Tenant with respect to the  
construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter  
defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in  
the amount of the total cost of constructing the portion of the Improvement covered by such Notice  
to Proceed, as such cost is stipulated in the construction contract between the Tenant and its  
general contractor; (iv) guarantee the performance of the contract for the construction of such  
Improvement in accordance with final construction plans and specs that have been approved by  
the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an  
obligee on such bonds as its interests may appear. A “Qualified Surety” is a corporate surety or  
insurer authorized to do business, and to issue bonds for construction payment and performance,  
in the State of Florida and possessing a rating of A/VIII or better in A.M. Best’s Insurance  
Reports.  
Section 7.6. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants  
that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has  
occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the  
Leased Premises for the Term subject to the terms and conditions of this Lease. Except for  
matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does  
hereby fully warrant the title to the Leased Premises and every part thereof and will defend the  
same against the lawful claims of all persons whomsoever.  
ARTICLE VIII  
DESTRUCTION AND CONDEMNATION  
Section 8.1. Destruction of Premises. If the Improvements are completely destroyed or  
damaged in excess of 40 percent, due to any cause whatsoever, the Tenant may, at its own expense,  
repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so,  
and this Lease will continue in full force and effect. If Tenant deems it impractical or inadvisable  
to repair, restore, or replace the destroyed property, this Lease will terminate upon sixty (60) days’  
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written notice to Landlord and any Leasehold Mortgagee under Article III, Section 3.2 of this  
Lease.  
8.2. Damage of Premises. If damage to the Improvements due to any cause whatsoever is  
not in excess of 40 percent, Tenant shall, at its own expense, repair, restore, or replace the damaged  
Improvements with due diligence, and this Lease will continue in full force and effect.  
8.3. The phrase “completely destroyed” means and is defined as the destruction of the  
safe, tenantable use of occupancy of all Improvements under this Lease. The phrase “damaged in  
excess of 40 percent” will be construed to mean any damage to the Improvements (excluding  
damage caused solely by water used in extinguishing fire) that will require an expenditure in excess  
of 40 percent of the market value (immediately prior to the damage) of the Improvements to  
accomplish required repairs, restoration, or replacement.  
Section 8.4. Total Condemnation. If, during the lease term or any extension or renewal  
of it, all of the premises are taken for any public or quasi-public use under any governmental law,  
ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority  
under threat of condemnation, this lease will terminate, and the rent will be abated during the  
unexpired portion of this lease, effective as of the date the condemning authority takes the  
premises.  
Section 8.5 Partial Condemnation.  
(a) If less than all, but more than 25 percent (25%), of the premises is taken for any public  
or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent  
domain, or is sold to the condemning authority under threat of condemnation, Tenant may  
terminate the Lease by giving Landlord written notice within 30 days after the entity exercising  
the power of condemnation takes possession of the condemned portion.  
(b) If the premises are partially condemned and Tenant fails to exercise the option to  
terminate the lease under this section, or if less than 25 percent of the premises is condemned,  
this lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the  
building and other improvements situated on the premises to make them reasonably tenantable  
and suitable for the uses for which the premises are leased. The rent payable under Article 5 of  
this lease will be adjusted equitably during the unexpired portion of this lease.  
Section 8.6 Condemnation Award. Landlord and Tenant are each entitled to receive and  
retain such separate awards and portions of lump-sum awards as are allocated to their respective  
interests in any condemnation proceedings. The termination of this lease will not affect the rights  
of the respective parties to the awards.  
Section 8.7. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with  
each other in filing any proof of loss with respect to any insurance policy maintained by Tenant  
and in the prosecution or defense of any prospective or pending condemnation proceeding with  
respect to the Leased Premises or any portion thereof. In no event may either Landlord or  
Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any  
insurance claim, performance or payment bond claim, prospective or pending condemnation  
proceeding, or action relating to any construction contract for any portion of the Leased Premises  
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without the written consent of the other.  
ARTICLE IX  
UTILITIES  
Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all  
charges for gas, electricity, light, heat, power, water, sewer, stormwater, all communication  
services, trash collection and all other utility services used, rendered, or supplied to or in  
connection with the Leased Premises during the Term. Landlord will not be liable in any way  
to Tenant for any failure, defect, or interruption of, or change in the supply, character and/or  
quantity of any utility service furnished to the Leased Premises for any reason except if  
attributable to the gross negligence or willful misconduct of Landlord, nor will there be any  
allowance to Tenant for a diminution of rental value, nor will the same constitute an actual or  
constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease  
obligations. Tenant hereby acknowledges and agrees that the Landlord will not have any  
obligation or liability for the provision of utility services (including, without limitation, electric,  
gas, communications, potable water, and wastewater) to the Leased Premises or the School.  
Tenant will be solely responsible for designing, permitting, and constructing all infrastructure and  
systems necessary for utility service connections and delivery to the Leased Premises and for  
obtaining such utility services from available local providers. Tenant will be responsible for any  
impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without  
limiting the forgoing, the Landlord may, but is not required to, via written agreement pursuant to  
and in accordance with all the terms, conditions, and requirements of applicable law, provide  
Tenant with utility services on a reimbursable basis.  
ARTICLE X  
TRANSPORTATION  
Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost  
and expense, operate, repair and maintain all pedestrian and vehicular access and transportation  
improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on and adjacent to the Leased  
Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees will  
have ingress/egress access to the Leased Premises, as determined by the Tenant, to the subject  
property as depicted on Exhibit A attached hereto and incorporated herein by this reference.  
Landlord and Tenant shall cooperate with each other in determining whether road closures should  
be made during school hours of any roadways contained within the boundaries of the Leased  
Premises. The Landlord will not be responsible nor incur any cost or expense for providing  
transportation or busing services for the Tenant or the Leased Premises or for the benefit of the  
Tenant’s operations thereon. If the Tenant provides bus or transportation services to its students,  
Tenant shall do so at its sole cost and expense and ensure that any such bus or transport servicing  
students outside the Leased Premises access the Leased Premises via the designated Access  
Areas.  
ARTICLE XI  
GENERAL LIABILITY AND INSURANCE  
Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a  
breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees,  
subtenants, licensees, invitees and contractors, and all persons claiming by and through them,  
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hereby waive, release, and knowingly and voluntarily assume the risk of all liabilities,  
claims, damages (including consequential damages), losses, penalties, litigation, demands,  
causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings,  
judgments, and other expenses (including attorneys’ and experts’ fees and expenses) against the  
Landlord and its employees, contractors and subcontractors arising from bodily injury or death  
or damage to the property of any person and damage to the property of any person occurring in  
or at the Leased Premises or arising from the exercise of the rights granted to Tenant or  
performance of any obligation required by or for the Tenant under this Lease, including: (i) any  
interruption or stoppage of any utility services; (ii) business interruption or loss of use of the  
Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with  
Tenant’s business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from  
the proper exercise by the Landlord of any right or the performance of any obligation under this  
Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a  
waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to  
the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier  
termination of this Lease.  
Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall  
not be responsible for damage to property or injuries or death to persons that may arise from, or  
be attributable or incident to, the condition or state or repair of the Leased Premises, or the use  
and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries  
or death of the Tenant’s officers, agents, servants, employees, or others who may be on the  
Leased Premises at their invitation or the invitation of any one of them. It is the intent of the  
Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss  
or damage arising out of the use of the Leased Premises.  
Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and to the  
extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or  
death to persons by reason of, or incident to, the possession and/or use of the Leased  
Premises by the Tenant, the Tenant’s officers, agents, servants, employees, or others (excluding  
those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose  
of performing official duties) who may be on the Leased Premises at their invitation or the  
invitation of any one of them (the “Tenant Parties”), or the activities conducted by or on behalf  
of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the  
Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a  
consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the  
conduct of activities or the performance of responsibilities under this Lease. Upon the request of  
the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from  
the Tenant’s employees, students, contractors, vendors, officers, agents, servants, or other  
invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire  
period of daily school operations; this does not include persons or entities who may be on the  
Leased Premises for periods of less than the entire period of daily school operations. Such  
agreements will be provided by the Landlord (City) for Tenant’s use. If upon request of the  
Landlord (City) to obtain such agreements and upon request of Tenant to execute such  
agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold  
Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the  
person or entity access to the Leased Premises; however, the Tenant will notify the Landlord  
(City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require  
Tenant to coerce or encourage parties to execute these agreements.  
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Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease,  
Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during  
the Term of this Lease, the types of insurances with such coverage and in such form as specified  
in Exhibit B attached hereto and incorporated herein by this reference (collectively, the  
“Required Insurances,” Exhibit B). All Required Insurance to be maintained hereunder shall,  
unless otherwise expressly stated herein, be primary and not contributory with respect to any  
other insurance any insured may possess (including any self-insured retention or deductible).  
Section 11.5. Insurance Requirements. All insurance required to be carried pursuant  
to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable  
and/or no material change in coverage shall be made thereto unless Landlord shall have received  
30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or  
such third party provider shall be solely responsible for the payment of all premiums under such  
policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b)  
shall be effected under valid and enforceable policies issued by either the Florida Municipal  
Insurance Trust or by reputable and independent insurers permitted to do business in the State of  
Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an  
organization having a national reputation) as having an AM Best's Rating of "A-" and a  
"Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the  
equivalent thereof or such other financial rating as an Independent Consultant may at any time  
consider appropriate.  
Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant  
shall deliver to Landlord appropriate policies of insurance required to be carried by each party  
pursuant to this Article and Exhibit \_\_. Evidence of each renewal or replacement of a policy shall  
be delivered by Tenant to Landlord at least I 0 days prior to the expiration of such policy.  
Section 11.7. Sovereign Immunity. Landlord is a local governmental entity of the State  
of Florida and expressly retains all rights, benefits, and immunities of sovereign immunity in  
accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or  
section of this Lease to the contrary, nothing in this Lease may be deemed as a waiver of  
immunity or limits of liability of the Landlord beyond any statutory limited waiver of immunity  
or limits of liability that have been or may be adopted by the Florida Legislature, and the cap on  
the amount and liability of the Landlord for damages, regardless of the number or nature of  
claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort.  
Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any  
claim against the Landlord, which claim would otherwise be barred under the doctrine of  
sovereign immunity or by operation of law.  
ARTICLE XII  
ENVIRONMENTAL  
Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain  
the Premises in compliance with, and shall not cause or permit the Premises, through the acts of  
Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or  
regulations including, without limitation, those relating to Hazardous Materials, air and water  
quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to  
the environmental conditions on, under, or about the Leased Premises, including, but not limited  
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to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access  
and at Landlord's expense, shall maintain the Premises in compliance with, and shall not  
cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or  
other user of Landlord, to be in violation of any Environmental Laws. During the Term of this  
Lease and in exercising the rights granted herein or carrying out actions contemplated hereby,  
Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental  
Laws applicable to Tenant’s use of the Leased Premises. As used herein, “Environmental  
Laws” shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes,  
policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments  
thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders,  
of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of  
the United States, the State of Florida and its political subdivisions, relating to the protection or  
regulation of human health, the environment or natural resources, including but not limited to,  
the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”)  
(42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act (“RCRA”); the Toxic  
Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et  
seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.);  
the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water  
Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29  
U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National  
Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C.  
§§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et  
seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental  
Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain  
Protection; and all applicable state statutes and City ordinances applicable to the Leased  
Premises and the use thereof and operations thereupon as may be amended from time to time  
during the Term of this Lease. The Environmental Laws shall also include: (a) all  
requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation  
and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous  
Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or  
gaseous in nature, into the air, surface water, groundwater, land or any other environmental  
media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal,  
transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all  
requirements pertaining to the health and safety of employees or the public. Tenant shall not store,  
treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein,  
“Hazardous Substances” are defined as any contaminant, toxic or hazardous waste, or any other  
substance the removal of which is required or the use of which is restricted, prohibited or  
penalized under any Environmental Laws, including, without limitation, asbestos or petroleum  
products. Further, during the Term of this Lease, neither party to this Lease nor any agent or  
party acting at the direction or with the consent of either party hereto shall use, store, handle or  
dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant  
may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the  
quantities typically used by companies performing similar services in accordance with all  
applicable Environmental Laws, if consented to and approved in writing by the Landlord.  
Except as otherwise expressly provided in this Lease,  
Section 12.2. Use of Hazardous Materials. Neither Tenant nor Landlord shall, in  
violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under,  
or about the Leased Premises or transport to or from the Leased Premises any flammable  
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explosives, radioactive materials, including, without limitation, any substances defined as, or  
included in the definition of, "hazardous substances," "hazardous wastes," or "hazardous  
materials" under any applicable Environmental Laws ("Hazardous Materials").  
Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer  
to exist with respect to the Leased Premises, or permit any of its agents to create or suffer to exist  
any lien, security interest or other charge or encumbrance of any kind, including without  
limitation, any lien imposed pursuant to section I 07(f) of the Superfund Amendments and  
Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.  
Section 12.4. Responsibility. Tenant assumes all responsibility for and agrees to  
indemnify, defend, and hold Landlord and its employees and contractors harmless from and  
against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages,  
losses, and/or expenses (including reasonable attorneys’ and experts’ fees and expenses) in any  
way related to, connected with, or arising out of, Tenant’s failure to comply with any  
Environmental Laws or Tenant’s release of any hazardous substances or environmental condition  
including pollution of air, water, land or groundwater, resulting from the negligent, reckless,  
willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees,  
contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise  
to Landlord liability, civil or criminal, or other responsibility under Environmental Laws.  
Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and  
hold harmless the Tenant, their partners, employees, agents, successors, and assigns from and  
against any loss, damage, cost, expense, or liability directly or indirectly arising out of or  
attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation,  
storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or  
about the Leased Premises. The foregoing indemnities will survive the termination or expiration  
of this Lease.  
ARTICLE XIII  
COVENANTS OF THE TENANT  
Section 13.1. Books, Records and Annual Reports. The Tenant shall keep proper books  
of record and account for each of the Charter Schools with full, true, and correct entries of all of  
its dealings substantially in accordance with practices generally used for public school  
accounting in which complete and correct entries shall be made of its transactions relating to the  
Charter Schools, and which, together with all other books and records of the Tenant, including,  
without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject  
during regular business hours to the inspection of the public. The operational manager of the  
school (currently Academica Central Florida, LLC) shall keep physical copies of all books,  
records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph  
Avenue, Belle Isle, FL 32809 if the operational manager’s main office is not physically located  
within Orange County. Tenant and Tenant’s representatives will comply with Chapter 119,  
Public Records, of the Florida State Statutes.  
Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during  
the term of this Lease it will maintain its corporate existence, will continue to be a not for-  
profit corporation duly qualified to do business in the State, will not merge or consolidate  
with, or sell or convey, except as provided herein, all or substantially all of its interest in the  
corporation to any Person unless (i) no Event of Default has occurred and is continuing, (ii) it  
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provides to the Landlord notice of its intent at least 90 days in advance of such consolidation,  
merger, sale or conveyance, and (iii) the entity acquiring the Tenant’s interest in the Lease  
Premises shall:  
(a) assume in writing the performance and observance of all covenants and conditions  
of this Lease;  
(b) provide the Landlord with an Opinion of Counsel to the Tenant (which may be  
rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of  
the other entities that are a party to such consolidation, merger or transfer has any pending  
litigation other than that arising in the ordinary course of business, or has any pending litigation  
that might reasonably result in a substantial adverse judgment. For the purposes of the preceding  
sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that  
exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net  
worth of the resulting, surviving or transferee corporation immediately after the consummation of  
such consolidation, merger, or transfer and after giving effect thereto;  
(c) deliver to the Landlord within 30 days of the close of such transaction, copies of  
all documents executed in connection therewith, one document of which shall include an  
Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and  
obligations of the Tenant under the Tenant Documents shall become obligations of the new  
entity; provided, however, the Tenant shall not be released from same;  
(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to  
the Landlord the entity can continue to operate the Charter Schools as charter schools in  
accordance with the Charter School Law.  
Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will,  
from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged,  
and delivered, such supplements hereto and such further instruments as may reasonably be  
required for carrying out the intention of or facilitating the performance of this Lease.  
Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.  
(a) Annual Compliance Certificate. The Tenant will deliver to the Landlord within  
90 days after the end of each Charter School Fiscal Year a certificate executed by an  
Authorized Representative of the Tenant stating that:  
(i) A review of the activities of the Tenant during such Charter School Fiscal  
Year and of performance hereunder has been made under his or her supervision; and  
(ii) He or she is familiar with the provisions of this Lease, and to the best of  
his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all  
of its obligations hereunder and thereunder throughout the Charter School Fiscal Year,  
and there have been no defaults under this Lease or, if there has been a default in the  
fulfillment of any such obligation in such Charter School Fiscal Year, specifying each  
such default known to him of her and the nature and status thereof and the actions taken  
or being taken to correct such default.  
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(b) Additional Documents Upon Request. The Tenant will provide the Landlord with  
any public records and other the documents specified in this Section in a timely manner upon  
request.  
Section 13.5. Intentionally Left Blank.  
Section 13.6. Intentionally Left Blank.  
Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all  
things necessary to obtain, renew and secure all permits, licenses and other governmental  
approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other  
governmental approvals necessary for the uninterrupted and continued operation of its Charter  
Schools as charter schools under the Charter School Law and any applicable Charter Contracts.  
Section 13.8. Intentionally Left Blank.  
Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its  
programs, admission policies, employment practices, and all other operations. The Tenant will  
also comply with all applicable state and federal laws concerning discrimination of any form  
against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual  
orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic  
information, military or veteran status, or any other legally protected status.  
Section 13.10. Intentionally Left Blank.  
Section 13.11. Intentionally Left Blank.  
Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of  
Florida Statutes §1 002.33(7)(b), Tenant has the right to apply to the School Board for an  
extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and  
necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all  
amounts due hereunder are indefeasibly paid and satisfied in full.  
Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this  
Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien on  
the Leased Premises  
ARTICLE XIV  
DEFAULT  
Section 14.1. Events of Default. The occurrence of any one or more of the following  
shall constitute an "Event of Default" hereunder:  
(a) Failure of Tenant to make any Installment of Rent (inclusive of Additional Rent)  
required to be made in cash or any other monetary payment required to be made by Tenant  
hereunder when due, which failure is not remedied within ten (10) days after written notice of such  
failure is provided to Tenant (“Notice of Default”).  
(b) Failure of Tenant to keep, observe, or perform any term, condition, or provision this  
Lease, which failure is not remedied within (30) days after receiving Notice of Default, provided,  
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however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be  
in default so long as Tenant commences to cure the default within such thirty (30) day period and  
thereafter diligently and in good faith proceeds to cure the default within a reasonable time  
thereafter not to exceed ninety (90) days following receipt of the Notice of Default Landlord.  
(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated  
bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation,  
dissolution or similar relief under any present or future federal bankruptcy act or any other  
present or future applicable federal, state or other statute or law, or makes an assignment for the  
benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee,  
receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.  
(d) Intentionally Left Blank.  
(e) If the Leased Premises or more than fifty percent (50%) of the area of the  
Buildings becomes vacated, deserted, or abandoned (and the fact that any of Tenant's property  
remains in the Leased Premises will not be evidence that Tenant has not vacated, deserted, or  
abandoned the Leased Premises) for more than thirty (30) days after notice by Landlord to  
Tenant of such vacation, desertion, or abandonment, the Leased Premises will be deemed  
abandoned for the purposes of this Lease, and the Landlord shall have the right to reenter, take  
possession of, and occupy, use, or otherwise relet the property to another entity free and clear of  
any rights the Tenant may have had pursuant to this Lease. Without limitation, customary or  
temporary cessations of activity on the Leased Premises in observance of holidays, school breaks,  
including summer breaks, or government shutdowns due to pandemic or other states of  
emergency, do not constitute vacation, desertion, or abandonment.  
(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly  
contest and have lifted any execution, garnishment, or attachment of such consequence as will  
impair its ability to meet its obligations with respect to the operation of the Charter Schools or to  
make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as  
used in this subsection, shall not be construed to include the cessation of the corporate existence of  
the Tenant resulting either from a merger or consolidation of the Tenant into or with another  
domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or  
substantially all of its assets under the conditions permitting such actions contained in  
Section 13.3 hereof.  
(g) Intentionally Left Blank.  
(h) Judgment for the payment of money in excess of $100,000 (which is not covered by  
insurance) is rendered by any court or other governmental body against the Tenant, and the  
Tenant does not discharge same or provide for its discharge in accordance with its terms, or  
procure a stay of execution thereof within 60 days from the date of entry thereof, and within  
said60-day period or such longer period during which execution of such judgment shall have  
beenstayed, appeal therefrom and cause the execution thereof to be stayed during such appeal  
while providing such reserves therefor as may be required under Generally Accepted Accounting  
Principles.  
(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant’s  
contractors, sub-contractors, agents, representatives, or employees in connection with Tenant’s  
exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and  
the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days  
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(j) The termination of the Tenant’s Charter Contract(s) either by its terms or for any  
other reason.  
Section 14.2. Remedies and Termination.  
(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure  
period provided for in this Lease, the Landlord may, in its sole and absolute discretion, pursue  
any remedies as may be available to the Landlord at law or in equity.  
(b) Termination.  
Upon an Event of Default and upon the expiration of any applicable cure period provided  
for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased  
Premises and expel or remove Tenant and any other person who may be occupying said Leased  
Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.  
The Landlord shall have the right to recover all unpaid Rent and other payments earned by  
Landlord prior to the date of termination of the Lease or date of repossession of the Leased  
Premises (whichever is earlier), and all of the Landlord’s damages, costs, and expenses incurred,  
including reasonable attorneys’ fees (including paralegal fees and expert fees), arising or resulting  
from the Event of Default, including costs and expenses in connection with repossession of the  
Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises,  
which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly  
provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 may be  
deemed to terminate this Lease unless written notice of termination, (a “Notice of  
Termination”) is given by the Landlord to Tenant.  
The rights and remedies herein conferred upon or reserved to Landlord are not exclusive of any  
other right or remedy, and each and every right and remedy will be cumulative and in addition  
to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by  
statute. In addition to other remedies provided in this Lease, Landlord will be entitled, to the  
extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or  
threatened violation, of any of the covenants, agreements, conditions, or provisions of this Lease, or  
to a decree compelling performance of any of the covenants, agreements, conditions or provisions  
of this Lease, or to any other remedy allowed to Landlord at law or in equity.  
Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any  
covenant or condition of this Lease will constitute a waiver of any subsequent breach of such  
covenant or condition or justify or authorize the non-observance on any other occasion of the  
same or of any other covenant or condition hereof. The acceptance of Rent or other payments  
from Tenant by the Landlord at any time when Tenant is in default under this Lease may not be  
construed as a waiver of such default or of Landlord’s right to exercise any remedy arising out of  
such default, nor may any waiver of indulgence granted by the Landlord to Tenant be taken as an  
estoppel against the Landlord, it being expressly understood that the Landlord may at any time  
thereafter, if such default continues, exercise any such remedy in the manner herein provided or  
as otherwise provided by law or in equity.  
Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of  
this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and  
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in accordance with the terms and conditions of this Section. The terms and conditions of this  
Section, inclusive of all subsections and sub-subsections, will survive expiration or termination of  
this Lease.  
a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of  
the Improvements upon the expiration or earlier termination of this Lease. The Landlord may  
exercise the aforementioned right by providing written notice of the same to Tenant two (2) years  
prior to the Expiration Date or in the Landlord’s Notice of Termination. Tenant shall execute any  
and all documentation necessary to convey all right title and interest in said Improvements to be  
so retained by the Landlord.  
b. Removal of Improvements. If Landlord does not wish to retain certain Non-permanent  
Improvements made by Tenant, then Landlord shall provide written notice to Tenant two (2) years  
prior to the Expiration Date or in the Landlord’s Notice of Termination, and Tenant will be  
responsible for removing such Improvements and related utilities from the Leased Premises at  
Tenant’s sole cost and expense within ninety (90) days of lease termination date. “Non-permanent  
Improvements” shall include such improvements as sports/play field seating and lighting, modular  
classrooms and similar school specific fixtures. If the Tenant fails to timely remove such Non-  
Permanent Improvements, then the Landlord may cause such Non-Permit Improvements to be  
removed, and Tenant shall be liable to the Landlord for such cost of removal.  
Section 14.5. Intentionally Left Blank.  
Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or  
approval is required, if Landlord refuses to grant such consent or approval, regardless of  
whether Landlord expressly agreed that such consent or approval would not be unreasonably  
withheld, Tenant may not make, and Tenant hereby waives, any claim for money damages  
(including any claim by way of set-off, counterclaim, or defense) based upon Tenant's claim or  
assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole  
remedy shall be an action or proceeding to enforce such provision, by specific performance,  
injunction or declaratory judgment. In no event will Landlord be liable for, and Tenant hereby  
waives any claim for, any indirect, consequential, or punitive damages, including loss of profits  
or business opportunity, arising under or in connection with this Lease, even if due to the gross  
negligence or willful misconduct of Landlord or its members, officers, agents or employees.  
Section 14.7. Landlord’s Defaults. Upon a default by Landlord under this Lease, Tenant  
will have all rights and remedies available to it under the law or in equity, but specifically  
excluding rights of setoff or abatement as to Charter School Revenues and Rent.  
Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR  
ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR  
COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY  
MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE  
RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR  
OCCUPANCY OF THE LEASED PREMISES, OR THE ENFORCEMENT OF ANY REMEDY  
HEREUNDER.  
Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any  
sum due hereunder, or for any breach hereunder, the prevailing party will be entitled to receive  
all of its costs and reasonable attorneys' fees from the non-prevailing party.  
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Section 14.10. Indemnification. To the extent permitted by law and occasioned by a  
party’s negligence, and as limited by Section 768.28, Florida Statutes, each party will  
indemnify, defend, and hold harmless the other from any and all fines, suites, claims, demands,  
penalties, losses and actions (including attorneys’ fees) for any injury to persons or damage to or  
loss of property in or about the Leased Premises caused by the negligence, willful misconduct or  
breach of this Lease by such indemnifying party, its members, officers, agents, employees,  
business invitees or guests, or arising from such indemnifying party’s use of the Lease Premises.  
Section 14.11. Waiver. The waiver by either party hereto of any breach of any term,  
covenant or condition herein contained will not be deemed to be a waiver of such term,  
covenant, or condition or any subsequent breach of the same or any other term, covenant, or  
condition herein contained. The subsequent acceptance of any amounts by Landlord will not be  
deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition  
of this Lease, other than the failure of Tenant to pay the particular rental so accepted,  
regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such  
rent. No covenant, term or condition of this Lease may be deemed to have been waived by either  
party hereto, unless such waiver has been reduced to writing by that party.  
Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease,  
any prevention, delay, or stoppage caused by fire, earthquake, explosion, flood, hurricane, the  
elements, or any other similar cause beyond the reasonable control of the party from whom  
performance is required, or any of their contractors; acts of God or the public enemy; actions,  
restrictions, limitations or interference of governmental authorities or agents; war, invasion,  
insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods,  
equipment, services, utilities or labor shall excuse the performance of such party for a period equal  
to the duration of such prevention, delay or stoppage; provided, however that (i) in no event will  
financial incapability excuse the performance of either party, and (ii) the terms of this Section  
14.12 will in no event excuse Tenant’s obligation to timely pay Annual Rent and the other sums  
owing under this Lease.  
Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that  
Landlord will not be liable to Tenant, or any one claiming by, through, or under theTenant, for any  
defect in the Premises, or any buildings, building components, fixtures, apparatuses, or personal  
property located thereon, latent or otherwise, for any injury, loss, or damage to any persons or to  
the Premises, or to any property of Tenant, or of any other person, contained in or upon the  
Premises, caused by or arising or resulting from such defect.  
ARTICLE XV  
GOVERNMENT RIGHTS  
Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall  
be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or  
authority of the City over the Leased Premises relating to the security or the health, welfare,  
safety, or security of persons on the Leased Premises, as established in law, regulation, or  
ordinances.  
ARTICLE XVI  
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MISCELLANEOUS  
Section 16.1 Recitals. The recitals made in this Lease are true and correct and are  
hereby incorporated by this reference.  
Section 16.2 Effective Date. The “Effective Date” of this Lease shall be the last date  
upon which a Party executes this Lease as shown on the signature pages hereto.  
Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for  
brokerage commissions or finders' fees in connection with the execution of this Lease and each  
of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs  
and expenses (including attorneys' fees) arising from such claim made by or through the  
indemnifying party.  
Section 16.4. Assignment and Subletting. Tenant may not transfer, assign, or sublet this  
Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent  
of the Landlord. Any transfer, assignment, or sublease which is not conducted in strict compliance  
with the terms and conditions of this Section is void ab initio and of no force or effect whatsoever.  
So long as an Event of Default has occurred and is continuing, Tenant has no right to assign,  
mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by  
operation of law or otherwise, and may not sublet (or underlet), or permit the Leased Premises or  
any part thereof to be used or occupied by others (whether for desk space, mailing privileges or  
otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole  
discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the  
Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market  
rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance, or transfer in  
contravention of the provisions of this Section is void. The consent by Landlord to any  
assignment, sublease, mortgage, pledge, encumbrance, or transfer may not be construed as a  
waiver or release of Tenant from any and all liability for the performance of all covenants  
and obligations to be performed by Tenant under this Lease, nor may the collection or  
acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant  
from any of its liabilities or obligations under this Lease.  
Section 16.7. Applicable Law. The laws of the State of Florida govern the validity,  
performance, and enforcement of this Lease. Venue for any and all claims brought hereunder or in  
connection herewith must be Orange County, Florida. At all times during the Term of this Lease,  
with respect to all actions taken hereunder and in exercising the rights and privileges granted  
hereby, Tenant shall comply with and require all of its officers, employees, agents, suppliers,  
contractors, licensees, and invitees to comply with all applicable federal, state, and local laws,  
rules, regulations, requirements, ordinances, policies, directives, and instructions, including the  
Environmental Laws and applicable provisions of the Americans with Disabilities Act  
(collectively, the “Applicable Laws”), as may be in effect or modified from time to time during  
the Term of this Lease.  
Section 16.8. Estoppels. Within seven (7) days following a request from Landlord,  
Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in a  
form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term  
and that this Lease is then in full force and effect and has not been modified (or if modified,  
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setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c)  
stating whether, to the best of Tenant's knowledge, Landlord is in default under this Lease,  
and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such  
defaults, (d) stating whether Landlord has failed to complete any work required to be  
performed by Landlord under this Lease, (e) stating whether there are any sums payable to  
Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this  
Lease, (g) stating whether there are any subleases or assignments affecting the Leased  
Premises, (h) stating the address of Tenant to which all notices and communications under this  
Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord.  
Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon  
by any purchaser or owner of the Leased Premises.  
Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the  
United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by  
or joined in by the City), Tenant may not assert, or request any other party to assert, that the  
automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City’s ability  
to enforce any rights it has under any agreement between the Parties, or any other rights that the  
City has, regardless of whether now or hereafter acquired, against any party responsible for the  
debts or obligations of Tenant under such agreements. Tenant may not seek a supplemental stay  
or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or  
otherwise affect the City’s ability to enforce any of its rights under such agreements against any  
party responsible for the debts or obligations of the Tenant. The covenants in this Section are  
material in inducing the City to enter into this Lease, and Tenant agrees that no grounds exist for  
equitable relief that will bar or impede the exercise by the City of its rights and remedies under  
such agreements against Tenant or any party responsible for the debts or obligations of Tenant.  
If any part of Tenant’s interest in the Leased Premises or the Improvements becomes the  
property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the  
City shall immediately become entitled, in addition to all other relief to which the City may be  
entitled under law or any agreement between the Parties, to obtain (i) an order from the  
Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay  
pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in  
equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting  
Tenant’s use of all “cash collateral,” as defined under the Bankruptcy Code. In connection with  
such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any  
court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant  
agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent  
the City from exercising its rights or remedies under this Lease or any other agreement between  
the Parties will be deemed to have been undertaken in bad faith. If any voluntary or  
involuntary petition is filed under the Bankruptcy Code by or against Tenant (other than an  
involuntary petition filed by or joined in by the City), Tenant shall notify the City of such  
filing within ten (10) business days after receiving notice. If any part of Tenant’s interest in  
the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to  
any state or federal insolvency proceeding, Tenant shall notify the Government of such  
proceeding within ten (10) business days after receiving notice of the proceeding.  
Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of  
this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to  
record a memorandum of this Lease on such Public Records setting forth the name of the parties,  
identifying this Lease and setting forth the expiration date and renewal options.  
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Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other  
which accrued before the expiration or other termination of this Lease, and all such obligations  
and liabilities which by their nature or under the circumstances can only be, or by the provisions  
of this Lease may be, performed after such expiration or other termination, shall survive the  
expiration or other termination of this Lease. Without limiting the generality of the foregoing,  
the rights and obligations of the parties with respect to any indemnity under this Lease, and with  
respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or  
other termination of this Lease.  
Section 16.12. Interpretations. This Lease may not be construed more strictly against  
one party than against the other merely because this Lease may have been prepared by counsel  
for one of the parties, it being recognized that both parties have contributed substantially and  
materially to its preparation.  
Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use  
their best efforts to resolve the dispute through negotiations and any alternative dispute  
resolution (ADR) methods they deem to be appropriate and to which each of the parties  
mutually agrees. The City’s obligation to make any payment arising out of an agreement  
resolving a dispute under this Lease is contingent upon the availability of funds for such  
payment. Under no circumstances will failure of the City to appropriate sufficient funds to meet  
obligations hereunder constitute a default or require payment or penalty of any kind under this  
Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or  
the ADR proceeding, the complaining party may take any additional actions it may deem  
necessary to resolve the dispute.  
Section 16.14 Notices. All notices, demands, and communications hereunder to Tenant or  
Landlord must be in writing and shall be served or given by hand-delivery, by certified United  
States Mail, return receipt requested, or by a nationally recognized overnight delivery service  
making receipted deliveries to the addresses first above appearing or to such other addresses as  
are hereinafter designated by either party to the other.  
Section 16.15. Relationship of Parties. The relationship between the parties hereto is  
solely as set forth herein, and neither party may be deemed the employee, agent, partner, or joint  
venturer of the other.  
Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to  
this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third  
parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or  
entity to claim any benefit, protection, release, or other consideration under the Lease.  
Section 16.17. Severability. Each and every covenant and agreement contained in this  
Lease shall, for all purposes, be construed to be a separate and independent covenant and  
agreement, and the breach of any covenant or agreement contained herein by either party will in no  
way or manner discharge or relieve the other party from its obligation to perform each and every  
covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease  
will not affect or impair any other provision.  
Section 16.18 Headings. Headings contained in this Lease are for convenience and  
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reference only and in no way define, describe, extend, or limit the scope or content of this Lease  
nor the intent of any provision hereof.  
Section 16.19 Press Releases. The Parties share a common desire to present favorable  
public information regarding the Lease and their association with it. To that end, the Parties shall  
cooperate with each other in connection with the issuance of such press releases and shall not issue  
any press release regarding the Lease without the prior consent of the other, which consent shall  
not be unreasonably withheld or delayed.  
Section 16.20 Anti-Discrimination. Tenant shall comply with Federal laws, rules, and  
regulations prohibiting discrimination any form against any person on the basis of race, color,  
religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status,  
national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or  
any other legally protected status.  
Section 16.21 Time is of the Essence. Time is of the essence with respect to the  
performance of each party’s duties and obligations under this Lease.  
Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow  
reasonable procedures designed to prevent and detect, in its own business operations, any of the  
following activities in connection with this Lease or any agreement relating to this Lease: (i)  
persons providing or attempting to provide or offering to provide any kickback; or (ii) persons  
soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to  
believe that any of the activities described in this Section may have occurred, Tenant or Landlord  
shall promptly report in writing such activities to the State Attorney General, State Ethics  
Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency  
investigating such activities.  
Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease inure to the  
benefit of and are binding upon the Parties hereto and their respective successors and assigns.  
Notwithstanding the foregoing, this Lease is not assignable except as expressly provided herein.  
This Lease is entered into for the sole benefit and protection of the Parties hereto, and no other  
person or entity has any right of action under this Lease.  
Section 16.24 No Individual Liability. No covenant or commitment contained in this  
Lease may be deemed to be the covenant or commitment of any individual officer, agent,  
employee, or representative of the Landlord or the Tenant, in his or her individual capacity, and  
none of such persons will be subject to any personal liability or accountability by reason of the  
execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the  
enforcement of any assessment or penalty, or otherwise.  
Section 16.25 Immunities and Defenses. Nothing in this Lease may be construed to waive  
any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law,  
including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.  
Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each  
of which will constitute an original and all of which when taken together will constitute one and the  
same instrument. Facsimile and electronic copies of this Lease, bearing the parties’ respective  
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signatures, will be enforceable as originals.  
Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the  
Parties with the advice or their respective legal counsel and may not be interpreted or construed in  
favor or against either Party on the grounds that said Party drafted the Lease. The language of this  
Lease will be construed as a whole according to its fair and logical meaning and not strictly for  
or against any of the Parties.  
Section 16.28 Notices and Consents. Any and all notices or other communications required  
or permitted to be given under this Lease must be in writing and either (i) personally delivered, in  
which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case  
notice shall be deemed delivered upon the sender’s receipt of confirmation of transmission of such  
facsimile notice produced by the sender’s facsimile machine, (iii) sent by any nationally recognized  
overnight courier service with provisions for proof of delivery, in which case notice shall be  
deemed delivered on the next business day after the sender deposits the same with such delivery  
service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested,  
in which case notice shall be deemed delivered on the date of delivery as shown on the return  
receipt or the date of the addressee’s refusal to accept delivery as indicated by the United States  
Postal Service, and in any case such notices or other communication shall be addressed to the  
following addresses:  
Landlord: City of Belle Isle  
ATTN: City Manager  
1600 Nela Avenue  
Belle Isle, FL 32809  
Tenant: Cornerstone Charter Academy  
ATTN: Chair, Board of Directors  
5903 Randolph Avenue  
Belle Isle, FL 32809  
Section 16.28 Entire Agreement; Amendments.  
(a) This Lease constitutes the entire agreement of the Parties and no representations,  
inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any  
force or effect. Any change, amendment, or modification to this Lease shall not be binding upon  
the Parties unless it is in writing and execute by the Parties hereto.  
(b) This Lease may not be amended, modified, altered, or changed in any way, nor  
may any provision contained herein be waived, except by written agreement executed by the  
Parties hereto. Except as expressly permitted by the terms of this Lease, no modification,  
alteration or amendment shall be made to this Lease which adversely affects the rights of the  
Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of  
an Event of Default (as defined herein).  
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[SIGNATURE PAGE  
TO FOLLOW]  
Page 51 of 44  
EXHIBIT A  
Legal Description  
PARCEL A  
Lot I and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat  
thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.  
TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
PARCEL B  
The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part  
ofNorth 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for  
record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.  
TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
PARCEL C  
Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North  
391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record  
August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.  
TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
PARCEL D  
Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S  
HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public  
Records of Orange County, Florida.  
TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
PARCEL E  
Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S  
SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public  
Records of Orange County, Florida.  
TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the  
South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in  
Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records  
of Orange County, Florida.  
AND  
PARCEL F  
Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof,  
recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.  
TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
PARCEL G  
Lots 10, 11, 12 and 13, ofJ.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9,  
HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat  
of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of  
Orange County, Florida.  
ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part  
of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of  
said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence  
run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being  
located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.  
TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in  
Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County,  
Florida.  
AND  
Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S  
HOMESTEAD, more particularly described as follows:  
North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9,  
together with any other interest of party of the first part in and to that part of said Lot 9, lying  
North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat  
Book C, Page 53, Public Records of Orange County, Florida.  
AND  
PARCEL H  
The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the  
Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.  
ALSO DESCRIBED AS:  
Begin at a stone at the Northeast comer of land formerly belonging to C.J. SWEET AT PINE  
CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173  
feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF  
BEGINNING.  
AND  
PARCEL J-3  
Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records  
of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND  
LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more  
particularly described as follows:  
Commence at the Southwest comer of Lot 9 ofthe HARNEY HOMESTEAD, as recorded in Plat  
Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89  
degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as  
shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said  
public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00  
degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a  
distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence  
along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet;  
thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67  
feet to a point on the North right-of-way line of Wallace Street; thence along said North line  
South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF  
BEGINNING.  
AND  
PARCEL K-1:  
North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision  
of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page  
53, ofthe Public Records of Orange County, Florida.  
AND  
PARCEL K-2:  
The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF  
THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page  
53, Public Records of Orange County, Florida.  
AND  
PARCEL K-3:  
Begin at the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10,  
thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees  
59 minutes 34 seconds East 3.5 feet more or less, to the Northwest comer of the above described  
Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the  
Northeast comer of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34  
seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest comer  
of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to  
the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD,  
according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange  
County, Florida.  
AND  
From the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10; thence  
run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING;  
thence run East 3.5 feet to the Northwest comer of the above described Parcel K-1, thence South  
00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast comer of the above described  
Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest  
comer of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence  
South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes  
36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF  
HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53,  
Public Records of Orange County, Florida.  
AND  
PARCEL K-4:  
A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C,  
Page 53, of the Public Records of Orange County, Florida, being more particularly described as  
follows:  
Commence at the Northwest comer of said Lot 10; thence due East 145.00 feet along the North  
line of said Lot I 0 for a POINT OF BEGINNING; thence continue along said North line, due  
East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East  
line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of  
said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50  
feet to the Northeast comer of the North 126 feet of the South 243.7 feet of the East 50.00 feet of  
the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North  
00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.  
AND  
PARCEL K-5  
The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY  
HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public  
Records of Orange County, Florida.  
AND  
PARCEL K6:  
Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY  
HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public  
Records of Orange County, Florida.  
AND  
PARCEL K7  
The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY  
HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public  
Records of Orange County, Florida.  
AND  
PARCEL K-8:  
The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY  
HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public  
Records of Orange County, Florida.  
AND  
PARCEL K-9  
The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY  
HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53,  
Public Records of Orange County, Florida.  
AND  
PARCEL 10:  
The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY  
HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53,  
Public Records of Orange County, Florida.  
AND  
PARCEL 11  
Begin 763 feet East and 250 feet North of the Southwest comer of Lot 10, HARNEY  
HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange  
County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE  
OF BEGINNING.  
Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc.,  
a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded  
August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County,  
Florida, more particularly described as follows:  
A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public  
Records of Orange County, Florida, being more particularly described as follows:  
Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of  
said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a  
point on the East line of lands described in Official Records Book 6253, Page 6532, Public  
Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10  
feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a  
point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the  
North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet  
along said southerly projection to the POINT OF BEGINNING.  
AND PARCEL  
K12:  
Beginning 465 feet East of the Southwest comer of Lot 10, HARNEY HOMESTEAD, in Section  
24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53,  
Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and  
South 250 feet to the POINT OF BEGINNING.  
EXHIBIT B  
INSURANCE  
Insurance Coverages Other Requirements  
Worker’s Statutory Waiver of subrogation in favor of  
Compensation City.  
No “alternative” forms of coverage  
permitted without City approval.  
Employers’ Liability $1,000,000 each accident Waiver of subrogation in favor of  
for bodily injury by City.  
accident, $1,000,000 each  
employee for bodily injury  
by disease.  
General Liability $2,000,000 per occurrence 1. Coverage shall be written on a “per  
occurrence” insurance form.  
$2,000,000 general  
aggregate 2. Coverage shall include contractual  
liability, independent contractors’ liability,  
$1,000,000  
products and completed operations liability,  
products/completed  
and personal injury liability.  
operations aggregate limit  
3. Coverage shall be primary and non-  
$2,000,000 personal and  
contributory.  
advertising injury  
4. City shall be named as  
$100,000 damaged to  
“Additional Insured”.  
rented premises  
5. Separation of Insured language shall  
$10,000 medical expense  
not be modified.  
limit  
6. Waiver of subrogation in favor of  
City.  
7. General Aggregate and  
Products/Completed Operations Aggregate  
limits apply on a “per location” basis.  
8. No exclusion of liability assumed  
under contract.  
Insurance Coverages Other Requirements  
Business $1,000,000 combined City shall be named as “Additional  
Automobile single limit per accident Insured.”  
Liability  
Waiver of subrogation in favor of  
City.  
Coverage includes bodily injury (including  
death) and property damage arising out of  
ownership, maintenance, or use of Tenant’s  
owned, hired and non-owned private  
passenger or commercial vehicles,  
including other equipment required to be  
licensed for road use.  
Excess/Umbrella $10,000,000 each 1. Coverage shall be written on an  
Liability Insurance occurrence / $5,000,000 “occurrence” insurance form.  
aggregate  
2. City shall be named as  
“Additional Insured.”  
3. Waiver of subrogation in favor of  
City.  
4. Coverage shall apply to excess  
claims to Employers’ Liability, General  
Liability, Automobile Liability, and, if  
required under Article XI, Errors &  
Omissions Liability and Environmental  
Impairment/ Pollution Legal Liability  
insurance coverages.  
Property Replacement Cost Value 1. Coverage shall be for Special (“All-  
Risks”) perils or causes of loss.  
2. Coverage shall be for Tenant’s  
business personal property, improvements  
and betterments, equipment and tools.  
3. No coinsurance.  
4. City shall be named as  
Additional Insured and Loss Payee.  
5. Waiver of Subrogation in favor of  
City.  
6. Ordinance and Law coverage.  
Insurance Coverages Other Requirements  
Property - Extra Extra Expense (including 1. Actual Loss Sustained valuation  
Expense all ongoing expenses) of coverage.  
not less than six (6)  
2. Extended Period of Indemnity of at  
months.  
least one hundred eighty (180) days.  
3. City shall be named as  
Additional Insured and Loss Payee.  
4. Waiver of subrogation in favor of  
City.  
5. Coverage of losses arising from  
interruption of utilities outside any Leased  
Premises.  
Property – Builders’ Replacement Cost Value of 1. Coverage shall be for Special (“All-  
Risk any improvements made on Risks”) perils or causes of loss.  
the Leased Premises during  
2. Coverage shall be for any  
the Term of the Lease.  
improvements made during the Term of the  
Lease.  
3. No coinsurance.  
4. City shall be named as  
Additional Insured and Loss Payee.  
6. Waiver of Subrogation in favor of  
City.  
EXHIBIT C  
“Initial Physical Condition Report”  
As of (Date)  
This is to confirm that the Tenant of the Leased Premises which consists of approximately \_\_\_  
acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased  
Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept  
the Leased Premises in “as-is, where-is” condition, without any representation or warranty by  
the Landlord or City concerning the condition of the Leased Premises and without obligation on  
the part of the Landlord or City to make any alterations, repairs, additions, or improvements to  
the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease  
of Property. The Leased Premises have been continuously used for a charter school since (date).  
Except as otherwise defined in this Acknowledgement, the terms used herein shall have the  
same meanings as set forth in the Leased Premises.