

**Priority: STANDARD****Field Sheet #2023047583**

Received: 9/22/2023 at 3:44 pm

Court Date: Filed:

**SERVE:****Work: Santiago's Kitchen, LLC c/o Registered Agent: Florida Group of Registered Agents, Inc, 1395 Brickell Avneue, Suite 800, Miami, FL 33131****SPECIAL INSTRUCTIONS:****Attempts**Server: **Christopher Mas**

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**Actual Service Info**

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Additional Addr: 1 2 3

Comments: \_\_\_\_\_

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Case Number: 2023-CC-005516 Lake County

Plaintiff

SCOTT KRAUSE

Defendant

SANTIAGO'S KITCHEN, LLC, et al

Type of Writ: **Eviction Summons, Complaint for Commercial Eviction, Exhibits.**

I acknowledge receipt of the documents listed above and confirm that the within-named party is / is not in active military service. (To change, go to Setup>Misc Text>FS Acknowledgement.)

\_\_\_\_\_  
Signature of Recipient

Filing # 182250237 E-Filed 09/20/2023 02:34:47 PM

IN THE COUNTY COURT FOR LAKE COUNTY,  
FLORIDA

SCOTT KRAUSE

Case No. 2023 CC 005516

Plaintiff

Vs.

SANTIAGO'S KITCHEN, LLC,  
LUIS NICOLAS TEJADA, and  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, FL 32778

Defendants

**EVICTIION SUMMONS -- NON-RESIDENTIAL  
POSSESSION OF PROPERTY**

**TO:** FLORIDA GROUP OF REGISTERED AGENTS INC.  
Registered Agent for SANTIAGO'S KITCHEN, LLC  
1395 Brickell Avenue, Ste. 800  
Miami, FL 33131

**PLEASE READ CAREFULLY**

You are being sued by Scott Krause to require you to move out of your place of business located at 1080 East Alfred Street, Tavares, Florida 32778, for the reasons given in the attached complaint.

You are entitled to a trial to decide whether you can be required to move, but you **MUST** do **ALL** of the things listed below. You must do them within **FIVE (5)** days (not including Saturday, Sunday, or any legal holiday) after the date these papers were given to you or to a person who lives with you or were posted at your home.

**THE THINGS YOU MUST DO ARE AS FOLLOWS:**

(1) Write down the reason(s) why you think you should not be forced to move. The written reason(s) must be given to the Court Clerk at the Lake County Courthouse, 550 West Main Street, Tavares, Florida, 32778.

(2) Mail or take a copy of your written reason(s) to Plaintiff's Attorney:

DAVID E. CAUTHEN, ESQ.  
131 West Main Street  
Tavares, Florida 32778  
(352) 343-3455

(3) Give the Court clerk the rent that is due. You MUST pay the Clerk the rent each time it becomes due until the lawsuit is over. Whether you win or lose the lawsuit, the Judge may pay this rent to the landlord.

(4) If you and the landlord do not agree on the amount of rent owed, give the Court Clerk the money you say you owe. Then before the trial, you must ask the Judge to set up a hearing to decide what amount should be given to the Court Clerk.

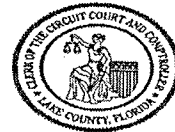
**IF YOU DO NOT DO ALL OF THESE THINGS WITHIN FIVE (5) WORKING DAYS,  
YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.**

THE STATE OF FLORIDA:

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint in this lawsuit on the above-named Defendant.

DATED ON Sep 21, 2023.

GARY J. COONEY  
CLERK OF THE COURT



by: K. Pedone  
Deputy Clerk

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Office of Trial Court Administrator, Lake County Judicial Center, P.O. Box 7800/550 West Main Street, Tavares, Florida, 32778, telephone 352-253-0900 extension 100, within 7 days of your before your scheduled court appearance, or immediately upon receiving notification if time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired call, 711.

IN THE COUNTY COURT FOR LAKE COUNTY,  
FLORIDA

SCOTT KRAUSE

Case No. 2023 CC

Plaintiff

Vs.

SANTIAGO'S KITCHEN,  
LUIS NICOLAS TEJADA, and  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, Florida 32778

Defendants

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**COMPLAINT FOR COMMERCIAL EVICTION**

Plaintiff, SCOTT KRAUSE, ("Landlord"), sues Defendants, SANTIAGO'S KITCHEN, LLC, a Florida limited liability company ("Tenant"), LUIS NICOLAS TEJADA, and GRACE CAROL MARTINEZ and in support alleges as follows:

**THE PARTIES. JURISDICTION AND VENUE**

1. This is an action to evict a tenant from commercial real property located in Lake County, Florida, and related damages within the jurisdiction of the County Court exclusive of interest, attorneys' fees and costs, brought pursuant to Florida Statutes 83.20 and 83.21.
2. Landlord is operating, conducting, engaging in, and carrying on a business in Lake County, Florida.
3. Tenant is a Florida limited liability company, organized and existing under the laws of the State of Florida, having its principal place of business in Lake County, Florida. LUIS NICOLAS TEJADA and GRACE CAROL MARTINEZ may have an interest and liability in the leased premises and their interest is inferior and subordinate to the Plaintiff.
4. The subject premises is located within this Court's territorial jurisdiction, and this Court otherwise has subject matter jurisdiction.

5. Venue is proper in Lake County, Florida pursuant to Section 47.011, Florida Statutes and because the causes of action asserted herein accrued in Lake County with respect to commercial real property leased by Defendant in Lake County.

#### GENERAL ALLEGATIONS

6. Tenant is in possession of certain commercial real estate that is owned by Landlord and located in Lake County, Florida, having an address of 1080 East Alfred Street, Tavares, Florida (the "Property").

7. Tenant took possession of restaurant space at the Property, as more particularly described on Exhibit "A" of the Lease (the "Premises"), pursuant to a written sublease agreement between Tenant and Landlord dated November 1, 2017 and becoming a month to month tenancy on October 31, 2018, a true and correct copy of which is attached hereto as Exhibit "A" (the "Lease").

8. Landlord is the proper party-in-interest.

9. Pursuant to the Lease, Tenant agreed to pay monthly rent, plus applicable sales taxes ("Rent"), as specified in the Lease.

10. Pursuant to the Lease, Tenant also agreed to pay all fees and bills pertaining to all utilities on the Premises, all taxes, fees, and assessments imposed on the Premises, and any and all special assessments levied in respect to the Premises, as specified in the Lease.

11. Tenant defaulted on the Lease by, inter alia, failing to pay the Rent for the months of June 2023, July 2023, August 2023, and September 2023, for a total due of Ten Thousand and No/100ths (\$10,000.00) Dollars, and all subsequent months, and failing to pay all fees and bills pertaining to utilities during Tenant's possession of the Premises.

12. Tenant also defaulted on the Lease by, inter alia, failing to pay sales tax, as required under the Lease.

13. On September 8, 2023, Landlord served Tenant with a written notice of default, which terminated the Lease according to the terms of the Lease, a true and correct copy of which is attached hereto as Exhibit "B" (the "Notice").

14. Notwithstanding the Notice, Tenant has failed to pay the amounts due in full and failed to surrender possession of the Premises to Landlord.

15. Landlord has fully performed its obligations under the Lease.
16. All conditions precedent to the bringing of this action have occurred, been performed, or have been waived.
17. Landlord has retained the law firm of CAUTHEN, OLDHAM & ASSOCIATES, P.A. to represent him in this action and has agreed to pay it reasonable fees and expenses for these services.
18. Section 24 of the Lease and applicable law provide for the recovery of reasonable attorneys' fees and costs.

#### COUNT I

#### **RECOVERY OF POSSESSION OF PREMISES - EVICTION**

Landlord re-alleges and incorporates herein paragraphs 1 through 18 above as if fully set forth herein.

19. This is an action for eviction of a commercial tenant pursuant to the provisions of Chapter 83, Florida Statutes. The summary procedure set forth in Section 51.011 of the Florida Statutes is applicable, pursuant to Section 83.21 of the Florida Statutes for this eviction count. In accordance with Section 51.011, Florida Statutes, Tenants' answer to Count I shall be filed within five (5) days after service of process in this action.
20. Tenants have materially breached the Lease, by failing to pay, or tender payment in full of, the Rent and other amounts owed to Landlord under the Lease from June 2023 to the present.
21. Pursuant to Section 16 of the Lease, Landlord served Tenant with Notice.
22. Tenant failed to pay the amounts due or surrender possession of the Premises.
23. The Lease was terminated as of the Termination Date, September 13, 2023.
24. Tenant has failed and refused to surrender possession of the Premises to Landlord on or after the Termination Date.
25. Landlord has never consented to Tenant's continued possession of the Premises after the Termination Date.

26. Tenant continues to be in unlawful possession of the Premises, without Landlord's authorization or consent.

27. Landlord is entitled to be placed in immediate possession of the Premises.

**WHEREFORE**, Landlord demands summary eviction of Tenant, an immediate judgment for possession of the Premises in favor of Landlord and against Tenant, an Order directing the Clerk to issue forthwith a Writ of Possession to the Sheriff of Lake County, Florida, directing the Sheriff to place Landlord in sole possession of the Premises and removing Tenant from the Premises, an award to Plaintiff of its reasonable attorneys' fees and costs, and such other and further relief as the Court deems just and proper.

## **COUNT II**

### **DAMAGES AGAINST TENANT**

Landlord re-alleges and incorporates herein by reference paragraphs 1 through 27 above as if fully set forth herein.

28. This is a claim for damages against Tenant.

29. The Lease is a binding and legally enforceable contract.

30. Tenant materially breached and defaulted on the Lease by, among other things, failing to pay the aforementioned monies that remain due and owing.

31. Without Landlord's authorization or consent, Tenant remains in possession of the Premises after the Termination Date.

32. The Lease provides that Tenant is obligated to pay Landlord holdover rent during the holdover period.

33. Tenant has failed to pay any holdover rent after the Termination Date of September 13, 2023.

34. As a result of Tenant's defaults and breaches of the Lease, Landlord has suffered and continues to suffer damages as a result of Tenant's continuing failure to surrender possession of the Premises.

WHEREFORE, Landlord demands judgment in favor of Landlord and against Tenant for damages, including all amounts past due from Tenant under the Lease, including holdover rent, all amounts that accrue under the Lease during the pendency of this action, plus interest, costs, late fees, and attorneys' fees, and such other and further relief as the Court deems just and proper.

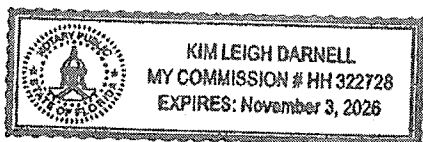
  
SCOTT KRAUS, Landlord

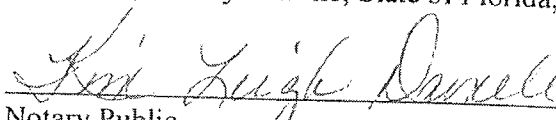
STATE OF FLORIDA


COUNTY OF LAKE

I HEREBY CERTIFY, that on this day appeared before me, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, SCOTT KRAUSE, who is personally known to me, or has produced Florida Driver's License as identification, and who first by me being duly sworn, says that Affiant has read the foregoing and has personal knowledge of the facts and matters alleged therein, and each of these facts and matters are true and correct.

WITNESS my hand and official seal at Tavares, County of Lake, State of Florida, this 18th day of September 2023.



  
Notary Public  
My Commission Expires: 11/3/2026

  
David E. Cauthen, Esq.  
CAUTHEN OLDHAM & ASSOCIATES, P.A.  
131 West Main Street  
Tavares, Florida 32778  
(352) 343-3455  
Fla. Bar No. 146140  
pleadings@cauthenoldham.com  
kim@cauthenoldham.com



## LEASE AGREEMENT

THIS AGREEMENT, made on the date hereafter indicated, by and between SCOTT KRAUSE, herein referred to as "Lessor," and SANTIAGO'S KITCHEN, LLC, herein referred to as "Lessee."

### WITNESSETH:

In consideration of the mutual covenants and undertakings hereinafter contained, the parties agree as follows:

1. LEASED PREMISES. Lessor leases to Lessee the premises situated at 1080 East Alfred Street, Tavares, Florida ( downstairs), together with all appurtenances. The Lessee shall also be allowed to utilize Lessor's adjacent lot for overflow parking as needed, provided that it does not substantially interfere with Lessor's use of the adjacent lot at Lessor's discretion throughout the term of this Agreement.

2. TERM. This Lease shall commence on NOVEMBER 1, 2017, and shall terminate on OCTOBER 31, 2018, unless earlier terminated pursuant to some other provision of this Lease Agreement. Lessee shall have the option to purchase property which the building is on for the sale price of \$290,000.00 at anytime during or after lease expires. (Lessor will allow Lessee first 2 months free rent for set up time for first year of possession.)

3. RENT. Lessee agrees to pay, without demand, to Lessor, as rent for the above premises, the monthly sum of Two Thousand Dollars (\$2,000.00), due and payable on or before the first (1<sup>st</sup>) day of each and every month during the first (1<sup>st</sup>) year, and if the lease is extended, the monthly sum of Two Thousand Five Hundred Dollars (\$2,500.00) due and payable on or before the first (1<sup>st</sup>) day of each and every month during the remainder of the lease term. The rent shall be payable at 35745 Oakridge Dr., Leesburg, FL 34788, or at such other place as Lessor may designate in writing. The first and last month's rent shall be due upon the effective date of this agreement, and the receipt of the first and last months' rent is hereby acknowledged. Lessee shall be obligated to pay rent for the entire term hereof, notwithstanding the termination of this Lease by Lessee.

Any periodic rental payment tendered after the tenth (10<sup>th</sup>) day of each month when due, shall be considered delinquent and subject to a One Hundred Dollar (\$100.00) late fee. Any periodic rental payment tendered more than twenty (20) days after the first of each month shall be considered a default in performance by Lessee. Any dishonoured or returned check tendered by the Lessee shall incur an additional Fifty Dollar (\$50.00) charge.

4. SALES AND USE TAX. In addition to the rent payable as specified above, Lessee shall pay to Lessor any and all applicable sales and use taxes as required by law. All such sales and use taxes shall be paid, together with, and in addition to the rent payable above. Lessor must inform the Lessee immediately after the execution of this lease of the amount of taxes due. The amount of taxes are not considered part of the rent.

5. QUIET ENJOYMENT. Lessor covenants that upon paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the premises for the agreed term. Lessor gives notice of understanding the landlord and tenant laws of Florida and acknowledges the prohibition against self help.

6. USE OF PREMISES. The premises shall be used and occupied by the Lessee for the operation of a restaurant and for Santiago's Kitchen LLC. Lessee shall comply with all laws, ordinances, rules and orders of any appropriate governmental authority affecting the use and operation of the demised premises during the term of this Lease.

Lessor SK Lessee: SK&M

Due to the dual nature of the leased premises as a commercial and residential property, the parties hereby stipulate that in the event of a breach of this agreement by either party, the aggrieved party shall have the option to proceed under the Florida landlord tenant act for residential or commercial tenancies, but shall not be subjected to both statutory requirements in the event of a conflict between the two. Nonetheless, because the residential quarters are on the second floor and have independent access, meaning that the residential quarters are not accessible through the first floor, is hereby stipulated that there is a residential tenancy as to the residential quarters and a commercial tenancy as to the first floor. The residential second floor is currently leased to a neutral party and both upstairs and down stairs tenants will respect each other and act accordingly.

7. CONDITION OF PREMISES. Lessee stipulates that Lessee has examined the demised premises thereon, including the grounds and all buildings and improvements, and at the commencement of this term, Lessee shall accept the building and, improvements on or in the demised premises in their existing condition. No representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to such condition, or as to the use that may be made of such property. The Lessor acknowledges and stipulates that he knows that the Lessee has not been able to inspect the operational functions of all equipment or property that requires electricity or water to function as the property has been vacated for several years. Furthermore, once the utilities have been connected to the premises, a walkthrough will be done by the Lessor and the Lessee and a full inspection will take place. The Lessor will be responsible for all repairs and maintenance of the equipment or property that require electricity or water to function, including the air conditioning unit, bathroom, septic tank, electric outlets, inside structure, code regulations for no longer than a period of sixty (60) days after the execution of this agreement. If the Lessor, after having been properly advised in writing by the Lessee, does not act to correct the situation for longer than seven (7) days, the Lessee should make the repair or maintenance and the Lessee should deduct the cost and expenses from the following month of rent.

8. MAINTENANCE AND REPAIR. Lessor agrees to maintain and repair the exterior of the leased premises (downstairs), which shall mean exterior walls, roof and exposed superstructure. Subject to the paragraph 7 above, the Lessee agrees, at Lessee's expense, to maintain the yard, lawn and existing shrubbery and to maintain and repair the interior of the leased premises and appurtenances thereto, including all equipment, heating and air conditioning unit, plumbing and septic tank, if any, in good repair, and in at least as good a condition as that in which they were delivered; unless damage by fire or other casualty. Lessee shall make no alterations to the buildings on the premises or construct any building or make other improvements, including modification or replacement of equipment, on the premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed or placed on the premises by Lessee, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the expiration or sooner termination of this Lease. At the Lessee's expense, the Lessee may make modifications to the layout of the premises and install equipment, but only after obtaining written consent of the Lessor. The parties hereby acknowledge, by initialing the attached "Schedule of Equipment," the equipment which is currently located in the premises.

9 UTILITIES. Lessee shall be responsible for arranging for and paying for all utility services required on the premises and will receive a credit of \$40.00 per month since the whole building is on a common water and gas for heating as there is a single tenant upstairs with minimal usage. Electric is separate.

10. LIABILITY INSURANCE. Lessee shall carry at Lessee's own expense, Comprehensive General Public Liability and Property Damage insurance with combined single limits of not less than \$1,000,000.00 with insurance companies authorized to do business in Florida and satisfactory to Lessor (an insurance company with Best's Key Rating Guide; Property - Casualty of not less than "A+" shall be deemed satisfactory to Lessor), insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, including loss of income, and Lessee shall also maintain such Workmen's Compensation coverage in full force and effect as may be required under Florida law. The insurance policy or policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days prior written notice to Lessor. Lessee shall deliver said policies or certificates thereof to Lessor by the earlier of Lessee's occupancy of the Premises, or commencement of any construction improvements

Lessor EL Lessee KE GM

thereto, and thereafter, renewal policies or certificates shall be delivered to Lessor not less than thirty (30) days prior to expiration. The limit of any such insurance shall not limit the liability of Lessee hereunder. Lessee may provide this insurance under a blanket policy provided said insurance shall have a Lessor's protective liability endorsement attached thereto. In addition, Lessee shall name Lessor as an additional insured. The failure of Lessee to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Lessor, shall be a material Default under this Lease.

11. PERSONAL PROPERTY INSURANCE. Lessee shall solely be responsible for securing and maintaining any insurance on Lessee's stock, trade fixtures, equipment or other personal property located in the Premises, and Lessor shall not have any obligation to repair or replace same, unless the Lessor is the direct cause, regardless of the intention of the Lessor, for the Lessee property to be damaged or destroyed.

12. DAMAGE TO PREMISES. If the premises or any part thereof shall be partially damaged by fire or other casualty not due to Lessee's negligence or wilful act or that of Lessee's employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which and to the extent that the premises are untenantable; provided that in the event of damage by fire or other casualty in an amount equal to one-half of the replacement cost of improvements on the demised premises, Lessor shall have the option of not rebuilding or repairing, in which event the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

13. ASSIGNMENT AND SUB-LETTING. Without the prior written consent of Lessor, Lessee shall not assign this Lease or sub-let or grant any license to use the premises or any part thereof. A consent by Lessor to one assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor, or an assignment or sub-letting by operation of law, shall be void and shall at Lessor's option terminate this Lease.

14. INSPECTION OF PREMISES. Lessor shall have the right at all reasonable times during the term of this Lease to enter the premises for the purpose of inspecting the premises and all buildings, improvements and equipment located thereon. The Lessor shall give the Lessee at least 48 hours written notice to inspect the residential premises and 24 hours written notice to inspect the commercial premises. Unless agreed otherwise between the Lessor and / or the Lessee in writing, there should be no more than one inspection per week.

15. IMPROVEMENTS. In accordance with the provisions of Section 713.10, Florida Statutes, the Lessor shall not be subject to liens for alterations or improvements made to the property by the Lessee. The parties agree that a Memorandum of Lease shall be recorded, and the parties shall otherwise comply with the requirements of Section 713.10, so that the Lessor is not liable for such alterations or improvements.

16. SUBORDINATION OF LEASE. This Lease and Lessee's interests hereunder are and shall be subordinate to any liens or encumbrances now or hereafter placed on the premises by Lessor and all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. HOLD OVER BY LESSEE. If Lessee remains in possession of the premises with the consent of the Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between the Lessor and Lessee which shall be subject to all the terms and conditions hereof except for the amount of monthly rent payable which shall be agreed upon by the Lessor and Lessee. Due to the nature of the business of the Lessee, if the Lessor decides to end the month to month tenancy, the Lessor must give at least 120 days notice to the Lessee.

18. SURRENDER OF PREMISES. At the expiration of the Lease term, Lessee shall surrender the premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and

Lessor AL Lessee: LB GM

damage by the elements excepted.

19. OPTION TO PURCHASE. Lessor currently has the leased premises marketed for sale but will remove the listing and take the property off the market for the first year of lease mentioned under TERM. Should a third party make an offer to purchase the property, the Lessor will provide the Lessee with a first right of refusal to purchase the property with the same terms as offered by the third party, and the Lessee shall have thirty (30) days from the time of notification by Lessor to accept and purchase the property by proceeding to close the transaction within sixty (60) days of acceptance, and if not, then the right of refusal shall lapse. Any such purchase by a third party shall not accelerate the termination of this lease agreement. If the third party purchaser wants to acquire the premises without a tenant, and the Lessee agrees to terminate this lease agreement, the Lessor shall compensate the Lessee with value of the rent for the months left under this lease agreement and the immediate returned of the Security Deposit stated in paragraph 21 below. If the Lessee agrees to leave the premises, the Lessee shall have a period of sixty (60) days from the date of the sale to vacate the premises.

20. DEFAULT. If Lessee fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules or regulations or anything that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Lease. If Lessor fails to comply with any of the material provisions of this Lease, or of any present rules or regulations or anything that may be hereafter prescribed by this agreement, or materially fails to comply with any duties imposed on Lessor by statute, within seven (7) days after delivery of written notice by Lessee specifying the non-compliance and indicating the intention of Lessee to withhold rent until such situation is cured. If Lessee fails to pay rent when due and the default continues for three (3) days after delivery of written demand by Lessor for payment of the rent or possession of the premises, Lessor may terminate this Lease.

21. SECURITY DEPOSIT. Lessee, concurrently with the execution of this Lease, has deposited with Lessor a Security Deposit in the amount of ~~\$5,000.00~~ dollars as security for the use of the premises and an additional \$4000.00 which covers \$2,000.00 for first months rent and \$2,000.00 for the last month of rent. An additional \$5,000.00 security deposit will be deposited within one hundred and eighty (180) days after the execution of this agreement with the Lessor as security for the equipment listed in Schedule A. If Lessee Defaults with respect to the payment of rent due under this lease, Lessor, in Lessor's sole discretion, may elect to use the last month of rent portion of the Security Deposit for the payment of any monies due to Lessor. Lessor shall not be required to keep the Security Deposit for the use of the premises separate from the general funds and Lessee shall not be entitled to interest on such deposit. However, Lessor is required to keep the Security Deposit for the security of the equipment separate from the general funds; Lessee shall not be entitled to interest on such deposit. Subject to the statutes of residential and commercial tenancies, respectively, the Security Deposit shall be returned to Lessee within thirty (30) days following lease expiration and Lessee's vacating the Premises.

22. ABANDONMENT. If at any time during the term of this Lease, the Lessee abandons the premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Abandonment by the Lessee shall be conclusively established if Lessee fails to maintain utilities to the demised premises, is absent from the premises for more than five (5) consecutive days, unless written notice to the Lessor of their intention not to be present for a period longer of four (4) consecutive days is given, has telephone service to the premises discontinued, or Lessee advises in writing to the Lessor that they intend to abandon the premises. Any items of personal property left by Lessee at the premises after abandonment by Lessee may be disposed by Lessor at Lessor's option and Lessee's expense.

23. BINDING EFFECT. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease. Time is of the essence in the performance of each and every term of this Agreement.

24. ATTORNEY'S FEES AND COSTS. In the event either party hereto shall bring a suit against the other party involving a matter arising out of this Lease, the prevailing party in any such lawsuit shall be entitled to

Lessor Ed Lessee: RP GM

recover their costs and a reasonable attorney's fee from the losing party.

25. TRIAL BY JURY WAIVER. Lessor and Lessee hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Lessee's use and occupancy of the Premises other than an action for personal injury.

26. NO WAIVER OF LEASE TERMS. The failure of Lessor or Lessee to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No agreement to accept surrender of the Premises from Lessee shall be valid unless in writing, signed by Lessor.

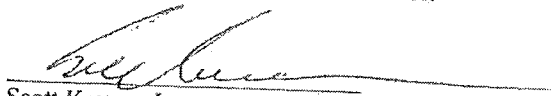
27. TERMINATE THIS LEASE. Lessor may terminate this Lease on three (3) days notice: (a) if rent or additional rent is not paid within three (3) days after written notice from Lessor; or (b) if Lessee shall have failed to cure a default in the performance of any covenant of the Lease (except the payment of rent or additional rent), within seven (7) days after written notice thereof from Lessor or if default cannot be completely cured in such time, if Lessee shall not promptly proceed to cure such default with due diligence; or (c) if a petition in bankruptcy shall be filed by Lessee or if Lessee shall make a general assignment for the benefit of creditors; or (d) if a petition in bankruptcy shall be filed against Lessee and such proceeding is not vacated within thirty (30) days; or (e) if the Premises become and remain vacant for a period of thirty (30) days or (f) if the Premises is used for some purpose other than the authorized use; or (g) if the lease is mortgaged or assigned without the written consent of Lessor; or (h) if any portion of the Premises is sublet without the written consent of Lessor.

At the expiration of the three (3) days notice period, the Lessee and any rights of renewal or extension thereof shall terminate as completely as if that were the date originally fixed for the expiration of the term of the Lease, but Lessee shall remain liable as hereinafter provided.

28. SIGNS AND ADVERTISING. No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Lessee without the prior written consent of Lessor; which consent shall not be unreasonably withheld. Lessor should have 15 days to express its approval to Lessee's written request; if Lessor fails to provide a written objection to the Lessee, the Lessee's request will be deemed approved by Lessor.

EXECUTED this \_\_\_ day of September, 2017.

Scaled and Delivered in the Presence of:

  
Scott Krause, Lessor

  
Lessee

  
Lessee

Lessor  Lessee: 

\_\_\_\_\_  
Witness as to Lessor

\_\_\_\_\_  
Witnesses as to Lessee

\_\_\_\_\_  
Witnesses as to Lessee

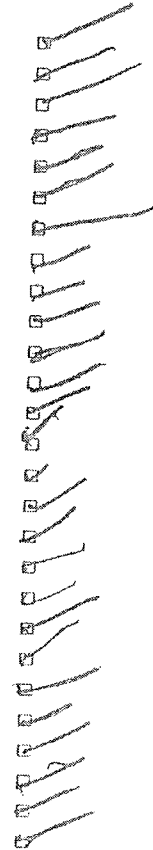
SCHEDULE OF EQUIPMENT

1st Floor located at 1080 East Alfred Street, Tavares, FL

ITEM

CHECKED

1. 650 lb Manitowoc ice maker and bin
2. 18 wood clear top tables
3. 56 chairs
4. Assorted silverware
5. Assorted wine and beverage glasses
6. 1 Sharp cash register
7. 1 7' refrigerated display case
8. 1 5' stainless prep table with shelves and cutting surface
9. Laurents cappuccino machine
10. 1 small ice bin
11. 1 3' stainless shelf
12. 4 wine racks
13. 1 true two door glass beverage display cooler
14. 1 commercial stand up freezer
15. 1 stainless hand sink
16. 1 bun coffee maker
17. 1 bun ice tea brewer
18. 1 4' refrigerated sandwich pre station
19. 1 6' refrigerated sandwich pre station
20. 1 2x2 stainless pre table stand
21. 1 GE Microwave oven
22. 1 Traulsen refrigerator
23. 1 twin basket Royal gas fryer
24. 2 Royal 6 burner stove / oven (gas)
25. 1 2' flat top grill
26. 1 child's high chair
27. 1 four wooden shelf unit (linen storage)



1 commercial convection dishwasher

all LG

1 triple sink

all LG

1 grease trap (all) LG

1 8' stainless prep table & table / counter (all) LG

2 window units / AC

(all) LG

1 walk in cooler 8' stainless floor / unit set up (all) LG

1 flat top grill (all) LG

This SECURITY AGREEMENT (Agreement) is made and effective this 1ST day of SEPTEMBER, 2017, by and between (the Debtor) and SCOTT KRAUSE (the Secured Party). LUIS NICOLAS TEJADA AND GRACE CAROL MARTINEZ

Debtor grants a security interest in 1080 EAST ALFRED TREET, TAVARES, FLORIDA 32778

To secure payment of lot rent coming due to Secured Party from Obligor for the PROPERTY

DEBTOR(S) WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

To pay and perform all of the obligations secured by this agreement according to their terms.

To defend the title to the collateral against all persons, claims and demands, whatsoever, which collateral is lawfully owned by the Debtor(s) and is free and clear of any and all liens, claims, charges, taxes, encumbrances, or assessments of any nature unless disclosed herein.

On demand of the Secured Party to do the following: furnish further assurance of title, execute any instrument or statement required by law to perfect, continue or terminate the security interest granted hereby, and to pay all costs of filing in connection therewith.

To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, lease, mortgage or dispose of the same in any fashion without the written consent of the Secured Party.

To keep the collateral at the location specified above.

To keep the collateral free and clear of all liens, charges, taxes, encumbrances and assessments.

To pay, when due, all taxes, assessments and license fees relating to the collateral.

To keep the mobile home in good condition.

To keep home intact and not to dismantle, destroy, or commit waste upon the property or mobile home.

LT  
INITIALS

SK GM  
INITIALS

## AFFIDAVIT OF SERVICE

RE: SANTIAGO'S KITCHEN, LLC  
LUIS NICOLAS TEJADA  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, FL 32778

Received by DANA GEHLBACH HICKS, on the 8<sup>th</sup> of September 2023, at 9:50 AM to be served on  
SANTIAGO'S KITCHEN, LLC  
LUIS NICOLAS TEJADA  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, FL 32778

I, DANA GEHLBACH HICKS, being duly sworn, depose and say that on the 8<sup>th</sup> of September 2023, at 1:05 PM, executed service by delivering a true copy of the, Three Day Notice To Quit – Commercial

In accordance with the state statutes, by POSTED COMMERCIAL: at the address of 1080 East Alfred Street, Tavares, FL 32778 By attaching a copy of this process, together with a copy of any attachments, to a conspicuous place on the property.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

NOTE: A copy of the Three Day Notice To Quit – Commercial was also Posted on the Door of the upstairs residential unit (1082 East Alfred Street, Tavares, FL 32778)

SWORN TO and SUBSCRIBED to  
before me this 11 day of  
September, 2023 by the  
affiant who is personally known  
to me.

Kishi Ford  
NOTARY PUBLIC



KISHI FORD  
Commission # HH 260659  
Expires September 3, 2026

Dana Gehlbach Hicks  
Dana Gehlbach Hicks  
Certified Process Server  
ID #8-12-26  
Appointed in accordance with  
state statutes.  
Gehlbach Investigations  
34633 Gennys Lane  
Leesburg, Florida 34788  
(352) 516-7463

EXHIBIT B



CAUTHEN, OLDHAM & ASSOCIATES  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

DAVID E. CAUTHEN

LAKE PROFESSIONAL CENTER  
131 WEST MAIN STREET  
TAVARES, FLORIDA 32778  
(352) 343-3455  
FAX (352) 343-8801  
EMAIL: D.CAUTHEN@CAUTHENOLDHAM.COM

GORDON G. OLDHAM JR.  
(1928-1998)

**THREE DAY NOTICE TO QUIT - COMMERCIAL**

Date: September 8, 2023

SANTIAGO'S KITCHEN, LLC  
LUIS NICOLAS TEJADA  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, Florida 32788

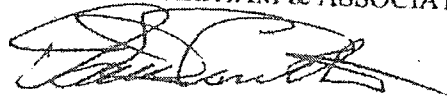
Please be advised that I represent your landlord, Scott Krause, and you are notified that you are indebted to Scott Krause in the sum of Ten Thousand and No/100ths (\$10,000.00) Dollars for the rent monies for June 2023; July 2023, August 2023, and September 2023, and use of the commercial premises located at 1082 East Alfred Street, Tavares, Lake County, Florida, now occupied by you and that I demand payment of the rent or possession of the commercial premises within THREE (3) DAYS (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice, to-wit: ON OR BEFORE September 13, 2023 at 5:00 p.m.

Payment of rent is to be made to: SCOTT L. KRAUSE at 3504 Highway 19A, Mount Dora, Florida 32757.

Failure to pay the rent or forfeit possession shall result in double rent being charged. Failure to comply shall result in legal fees being assessed and the landlord shall assert all lien rights.

Sincerely,

CAUTHEN, OLDHAM & ASSOCIATES, P.A.



David E. Cauthen, Esq.

IN THE COUNTY COURT FOR LAKE COUNTY,  
FLORIDA

SCOTT KRAUSE

Plaintiff

Case No. 2023 CC

Vs.

SANTIAGO'S KITCHEN, LLC,  
LUIS NICOLAS TEJADA, and  
GRACE CAROL MARTINEZ  
1080 East Alfred Street  
Tavares, FL 32778

Defendants

**DESIGNATION OF PRIMARY E-MAIL ADDRESS AND SECONDARY E-MAIL  
ADDRESS**


PLEASE TAKE NOTICE that the undersigned attorney for SCOTT KRAUSE  
designates the following e-mail addresses for SERVICE OF COURT DOCUMENTS pursuant to  
Fla. R. Jud. Admin. 2.516:

Primary: pleadings@cauthenoldham.com

Secondary: kim@cauthenoldham.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy hereof has been furnished with Summons and  
Complaint for service on the Defendants.

  
David E. Cauthen  
CAUTHEN, OLDHAM & ASSOCIATES, P.A.  
131 West Main Street  
Tavares, Florida 32778  
(352) 343-3455  
Fla. Bar No. 146140  
pleadings@cauthenoldham.com  
kim@cauthenoldham.com