



## *Community Redevelopment Agency*

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**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
FOR THE DOWNTOWN TARPON SPRINGS REDEVELOPMENT AREA  
TUESDAY, JULY 12, 2022  
6:00 PM**

**CALL TO ORDER  
ROLL CALL**

1. AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH ST. NICHOLAS GREEK ORTHODOX CATHEDRAL OF TARPON SPRINGS, INC. FOR PARKING LOT LOCATED AT 18 HIBISCUS STREET (20 MINUTES)

**BOARD AND STAFF COMMENTS  
ADJOURNMENT**



**Date:** July 8, 2022  
**To:** Mark LeCouris, City Manager  
**From:** Karen Lemmons, Economic Development Manager

**Agenda Item:** **CRA: Approve St. Nicholas Parking Lot Lease Agreement**

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Attached is a lease agreement for the parking lot located at the southwest corner of Hibiscus and Orange streets adjacent to the Prometheus building at 18 Hibiscus Street and owned by the St. Nicholas Greek Orthodox Cathedral. If approved, the site will provide approximately 33 parking spaces for municipal parking downtown.

The lease agreement is for a term of 10 years, beginning August 1, 2022, and ending July 31, 2032, for a sum of \$12,000 annually in monthly installments of \$1,000. The lease provides exclusive use of the lot for the Church on Sundays from 8-11 a.m., all day on January 6 of each year, and all day on Palm Sunday through Saturday of Orthodox Easter of each year during the term of the lease. The City will erect signage on the lot to that effect. In addition, a termination clause allows either party to end the lease upon a 90-day written notice beginning in the fourth year of the lease term.

This lot, together with the Pinellas/Court lot, provides more than 100 additional municipal parking spaces in the Downtown area.

CRA Fund: 154-1682-559.4400

**Attachments:**

Aerial Image of Parking Lot  
Lease Agreement



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") dated \_\_\_\_\_, 2022, is entered into between **ST. NICHOLAS GREEK ORTHODOX CATHEDRAL OF TARPON SPRINGS, INC. ("Landlord")**, with an address at 17 E. Tarpon Avenue, Tarpon Springs, Florida 34689, and **CITY OF TARPON SPRINGS ("Tenant")**, with an address at 324 Pine Street, Tarpon Springs, Florida 34689.

### **SECTION 1** **GRANT AND TERM**

#### **1.1 LEASED PREMISES.**

In consideration of the rents and covenants set forth in this Lease, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the parcel of land, at the address described below, together with the improvements thereon and appurtenances thereto:

**THE PREMISES WHICH IS THE SUBJECT OF THIS LEASE CONSISTS OF AN ASPHALT PARKING LOT LOCATED ADJACENT TO THE PROMETHEUS BUILDING AT 18 HIBISCUS STREET, TARPON SPRINGS, FLORIDA (PARCEL NUMBER 12-27-15-64998-000-0012) DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (HEREAFTER REFERRED TO AS THE "LEASED PREMISES" OR "PARKING LOT.")**

#### **1.2 LENGTH OF TERM.**

The term of this Lease will be as defined in Section 1.3.

#### **1.3 COMMENCEMENT OF RENT AND TERM.**

The effective date or term of this Lease will commence on August 1, 2022 (the "**Commencement Date**") and terminate on July 31, 2032 (the "**Termination Date**"). Beginning with the fourth Lease year (August 1, 2025) the parties may terminate this Lease, each year thereafter, by providing the other party a 90-day notice of intent to terminate. The notice to terminate must be given in August.

### **SECTION 2** **RENT**

#### **2.1 MINIMUM ANNUAL RENT.**

Tenant will pay Landlord Annual Rent (as herein defined) in monthly installments for the Leased Premises in accordance with the following Rent Schedule:

2.1.1 The sum of **\$12,000.00 annually**, payable in monthly installments of **\$1,000.00** on the first day of each month; and a like sum on the **First (1<sup>st</sup>)** day of each month thereafter; if the first day of the term hereof is not the first day of the month, then the rent will be equitably prorated. Upon execution of this Lease, receipt whereof is hereby acknowledged as payment of the First Month's rent shall be due. Beginning on the 1<sup>st</sup> annual date of this lease and every year thereafter, the Annual Rent will increase three (3%) percent.

2.1.2 In the event any rental payment is not paid and remains unpaid for a period of ten (10) days, then Tenant shall be liable for and agrees to pay a late charge in an amount equal to four percent ( 4%) of each such delinquent payment.

2.1.3 All rental payments shall be made at the address set forth above, or such other place and to such persons as Landlord may from time to time designate in writing. All of said payments shall be made without any set off or deduction whatsoever.

**2.2 OPTION TO RENEW** - Provided Tenant is not in default, Landlord grants Tenant an option to renew for an additional five (5) years on the same terms as this Lease.

**2.3 ADDITIONAL RENT - DELETED**

**2.4 SALES TAX.**

The Tenant is a municipality. Therefore, it is not anticipated that sales tax will be assessed against the Leased Premises. However, in the unlikely event that sales taxes are charged against the Leased Premises, the Tenant agrees to pay same when due.

**2.5 SECURITY DEPOSIT.**

Landlord waives the requirement of a security deposit.

### **SECTION 3** **LEASED PREMISES RENTED "AS IS"**

**3.1 CONDITION OF PREMISES.**

The Leased Premises are rented "as is." Tenant has had the opportunity to inspect the Leased Premises and accepts the Leased Premises in its existing condition, with all faults.

### **SECTION 4** **USE AND OPERATION**

**4.1 Exclusive USE OF PREMISES.**

With the exception of Landlord's exclusive use of the Leased Premises on Sundays, from 8 a.m. to 11:00 a.m., all day on January 6 of each year, and all day on Palm Sunday through Saturday of Orthodox Easter of each year during the term hereof, Tenant will have the exclusive use of the Leased Premises for the purpose of public parking and special events. Tenant will ensure that the Leased Premises complies with all applicable zoning and other governmental restrictions and regulations. Landlord makes no representations or warranties concerning the suitability of the Leased Premises for the purposes stated above under zoning or other governmental restrictions or regulations.

### **SECTION 5** **ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

## **5.1 IMPROVEMENTS BY TENANT.**

The Tenant shall have the right at its sole cost and expense, but not the obligation, to make improvements to the Parking Lot such as reconfiguring the layout and size of the parking spots, the drive aisles and access points, reseal the asphalt, repair the asphalt, repave the Parking Lot, add or remove parking stops, re-stripe the Parking Lot, add parking lot lights or change the fixtures in the current parking lot lights, if any, or add or remove parking and/or directional signs. The Tenant shall not commence any alterations or improvements until such time as the Landlord has approved, in writing, the plans and specifications of such improvements. Tenant shall obtain the necessary permits for the improvements and provide a copy of the same to the Landlord. To the extent Tenant makes improvements, such improvements will inure to the benefit of the Landlord at the termination of this Lease, however, Landlord, at Landlord's option, may require Tenant to remove any physical additions and/or repair and alterations in order to restore the Leased Premises to the condition existing at the time the Tenant took possession, normal wear and tear accepted. All costs of removal and/or repair shall be borne by Tenant.

## **SECTION 6** **INSURANCE AND INDEMNIFICATION**

### **6.1 INSURANCE TO BE PROVIDED BY TENANT.**

Tenant will add coverage for the Leased Premises on its current policy and maintain coverage throughout the term, the following: (a) comprehensive general liability insurance insuring against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises; Tenant will include Landlord as a loss payee on such insurance coverages. Tenant may, at Tenant's discretion and expense, maintain business interruption insurance.

### **6.2 INDEMNIFICATION OF LANDLORD.**

Tenant will, to the extent permitted by Florida Statute 768.28, indemnify, defend, protect and hold Landlord harmless from and against any and all demands, claims, proceedings, actions or causes of action, losses, damages, liabilities, costs or expenses (including attorneys' fees) arising from or in connection with, or occasioned wholly or in part by (i) Tenant's use or occupancy of the Leased Premises; (ii) any act, omission, or negligence by Tenant, any subtenant or assignee of Tenant or by respective agents, contractors, employees, servants, licensees, or invitees of Tenant, of any subtenant or of Tenant's assignee wherever the same may occur; and/or (iii) any violation of this Lease by Tenant.

## **SECTION 7** **SUBORDINATION/ESTOPPEL**

### **7.1 SUBORDINATION.**

This Lease and any interest of Tenant in the Leased Premises will automatically be made subject to and subordinate at all times to all mortgages, and all advances made thereon and any modification, additions, renewals, consolidations or extensions thereto, which may now or hereafter affect the Leased Premises. The aforesaid provisions will be self-operative and no further instrument of subordination will be necessary. If Landlord provides written request of confirmation of the subordination under this Section 7.1, within ten (10) days following such request, Tenant will execute and deliver, without charge,

any and all documents (in form acceptable to Landlord) necessary to confirm the subordination of this Lease and Tenant's rights hereunder.

**7.2 ESTOPPEL CERTIFICATE.**

Within ten (10) days after receiving a written request from Landlord, Tenant will execute and deliver to Landlord and any third party with whom Landlord is dealing, a written statement in the form provided by Landlord certifying to the truth of any reasonably ascertainable facts that are covered by the terms of this Lease.

**SECTION 8**  
**MAINTENANCE, REPAIR AND UTILITIES**

**8.1 MAINTENANCE.**

Tenant shall be responsible for the daily cleaning of the Leased Premises, including Tenant's rubbish, plastic, paper products and food debris.

Tenant shall police the Leased Premises on a daily basis to prevent the accumulation of debris and trash that may occur as a result of use by Tenant, invitees, trespassers or anyone who may come onto the Leased Premises.

Tenant shall maintain the Property in good order and condition and perform all necessary repairs and replacements in and to the Property, ordinary and extraordinary, and unforeseen and foreseen and will accomplish such repairs within a reasonably prompt timeframe with first-class materials, in a good and workmanlike manner, in compliance with all applicable Laws and in a style, character and quality conforming to existing construction.

**8.2 UTILITIES. DELETED.**

**SECTION 9**  
**ASSIGNMENT AND SUBLETTING**

**9.1 NO ASSIGNMENT OR SUBLETTING.**

Tenant will not transfer, mortgage, encumber, assign, or sublease all or any part of the Leased Premises, this Lease or the leasehold interest thereunder without Landlord's prior written consent, which will not be unreasonably withheld. The consent by Landlord to any assignment or subletting will not constitute a waiver of the necessity for such consent to any future assignment or subletting. Notwithstanding any assignment or sublease, Tenant will remain primarily and fully liable under this Lease and responsible for the performance of all of the terms, covenants and conditions of this Lease. Landlord may proceed against Tenant if an event of default occurs any time during the term (a) with or without joining any assignee or sublessee in such action, or (b) after commencing any action against or obtaining a judgment against any assignee or sublessee.

**SECTION 10**  
**WASTE AND NUISANCE/GOVERNMENTAL REGULATIONS**

**10.1 WASTE AND NUISANCE.**

Tenant will not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any owners or tenants of the properties adjoining the Leased Premises.

## **10.2 GOVERNMENTAL REGULATIONS.**

At Tenant's sole cost and expense, Tenant will comply and cause to comply the Leased Premises, and all alterations, additions, and improvements to the Leased Premises with all environmental laws and with the requirements including, but not limited to, all laws, orders, rules, regulations and ordinances of all county, municipal, state and federal governments and of their administrative departments, agencies, bureaus and officials and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises or Tenant's use of the Leased Premises.

## **SECTION 11** **TAKINGS**

### **11.1 TOTAL TAKING.**

If the whole of the Leased Premises is taken or condemned by eminent domain or by voluntary conveyance under threat of eminent domain for any public or quasi public use or purpose, then this Lease will terminate as of the day before the date of title vesting and all rent and other sums due hereunder will be paid up to that date.

### **11.2 PARTIAL TAKING.**

If any part of the Leased Premises is taken or condemned by eminent domain or by voluntary conveyance under threat of eminent domain for any public or quasi public use or purpose, and if such partial taking or condemnation renders the Leased Premises unsuitable as a parking lot, then Landlord and Tenant will each have the right to terminate this Lease by notice given to the other within sixty (60) days after the date of title vesting. If a partial taking or condemnation occurs without rendering the Leased Premises unsuitable as a parking lot, then this Lease will continue unmodified in full force and effect. If more than twenty (20%) percent of the subject parking lot is taken or condemned, Landlord and Tenant will have the right to terminate this Lease by providing written notice to the other within sixty (60) days of the date of title vesting in such proceeding.

### **11.3 LANDLORD'S DAMAGES.**

If any condemnation or taking occurs, whether whole or part, regardless of the extent to which the Leased Premises is affected, Landlord will be entitled to all of the award or damages paid in connection with such condemnation.

## **SECTION 12** **DEFAULT**

### **12.1 EVENTS OF DEFAULT.**

Each of the following constitutes an event of default:

- (1) A petition in bankruptcy is filed by or against Tenant and is not discharged within thirty (30) days;

- (2) Tenant makes an assignment for the benefit of creditors;
- (3) A receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property and is not discharged within thirty (30) days;
- (4) Tenant vacates or abandons the Leased Premises; or
- (5) Tenant's failure to keep, observe or perform any of the other terms, conditions or covenants set forth in this Lease if the failure continues for twenty (20) days after written notice from Landlord of such failure, or such shorter time specified in this Lease.

## **12.2 REMEDIES OF LANDLORD.**

### **(1) REMEDIES.**

In addition to any rights and remedies available to Landlord under this Lease or Florida law, Landlord may in its sole discretion, do any one or more of the following if an event of default occurs:

(i) Terminate the Tenant's right to possession and re-enter and take possession of the Leased Premises and relet the property on behalf of Tenant, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have thereby accepted a surrender of the Leased Premises and Tenant shall remain liable for all rents due under this Lease and from all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, Landlord may, by giving written notice to Tenant, elect to exercise its option under this section to accept a surrender of the Leased Premises, terminate and cancel this Lease, and retake possession and occupancy of the Leased Premises on behalf of Landlord. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Tenant agrees to reimburse Landlord for any expenditures made by it in order to relet the Leased Premises, including, but not limited to, remodeling and repair costs.

(ii) immediately terminate this Lease, regain possession of the Leased Premises through any lawful means, and collect any and all unpaid rent accrued through the date of termination plus any and all unpaid damages, by providing written notice to Tenant of Landlord's election under this Section 12.2(1)(i);

(iii) terminate Tenant's right to possession of the Leased Premises, without terminating this Lease, retake possession of the Leased Premises for the account of Tenant and hold Tenant liable for and collect from Tenant the difference between the balance of all sums due under this Lease and the amount Landlord is able to recover by reletting the Leased Premises upon such terms as Landlord in its sole discretion may determine after deducting the costs and expenses of reletting from the rents received by reletting, such costs and expenses to include, without limitation, those set forth in Section 12.2(3) below; or

(iv) cure the event of default and upon demand, recover from Tenant all

costs, expenses and disbursements incurred by Landlord to expended cure the event of default. If acceleration has occurred, Tenant will be liable for sums due under this Lease, but not accelerated. Payment of the accelerated amount will entitle Landlord to possession of the Leased Premises for the period for which rents have been accelerated and paid, subject to the terms, covenants and conditions of this Lease other than the payment of amounts accelerated and paid. If Landlord declares an acceleration as provided in Section 12(1)(iv) and the amounts due hereunder are not paid forthwith, then at Landlord's sole option, Landlord may continue to pursue such accelerated balance and at any time thereafter, Landlord may exercise Landlord's right to terminate this Lease or Tenant's right to possession as provided in Sections 12.2(1)(i), (ii) and (iii) above.

**(2) NO TERMINATION/WAIVER.**

No entry or taking possession of the Leased Premises by Landlord will be construed as an election by Landlord to terminate this Lease; termination will only take place as provided in Section 12.2(1)(i). Notwithstanding any such taking of possession without termination, Landlord may at all times thereafter, elect to terminate this Lease for such previous event of default. Pursuit of any remedy provided by this Lease will not constitute a forfeiture or waiver of any rents, or other monies due to Landlord hereunder or of any damages to Landlord by reason of any event of default or of the pursuit of any other remedies. Landlord's acceptance of rents or monies following any event of default will not be construed as Landlord's waiver of such event of default. Forbearance by Landlord to enforce one or more of the remedies provided by this Lease upon an event of default will not be deemed to constitute a waiver of that or any future event of default or of its right to enforce any term, condition or covenant of this Lease.

No payment by Tenant or of a lesser amount than the rent herein stipulated will be deemed to be other than an account of the earliest unpaid rent, nor will any endorsement or statement on any check or any letter accompanying the check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice of Landlord's right to recover the balance of such rent or pursue any remedy provided in the Lease.

The waiver of Landlord of any breach of any term, condition or covenant herein contained will not be a waiver of any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

**(3) OTHER EXPENSES.**

Tenant will also be liable for the following sums paid by Landlord and attributable to any event of default by Tenant:

- (i) the costs of complying with any of Tenant's obligations hereunder; and
- (ii) the cost of repairs necessary to put the Leased Premises in good working order plus all brokerage fees/commissions in connection with any reletting.

**(4) STORAGE OF TENANT'S PROPERTY.**

If Landlord exercises its right to terminate this Lease or to retake possession of the Leased Premises for Tenant's account, Landlord will have the right to remove all or any part of Tenant's personal property from the Leased Premises and any property removed may be stored in any public warehouse or elsewhere, and Tenant waives any and all loss, destruction, damage or

injury which may be occasioned by any of the aforesaid acts. Notwithstanding any right of Landlord under this Section 12.2, Landlord will retain any and all rights under Florida law with respect to such personal property.

**SECTION 13**  
**ACCESS BY LANDLORD**

**13.1 RIGHT TO ACCESS.**

Landlord and Landlord's agents will have the right to enter the Leased Premises to examine the Leased Premises, to determine whether Tenant is complying with the terms of this Lease, and to show the Leased Premises to prospective purchasers or mortgagees. Any such entry will be at reasonable times and after written notice, except in emergencies where circumstances make entry without notice necessary to Tenant. During the three (3) months prior to the expiration of the remaining term of this Lease or after the occurrence of an event of default, Landlord may exhibit the Leased Premises to any prospective tenant for the Leased Premises.

**SECTION 14**  
**NOTICE**

**14.1 NOTICE TO LANDLORD.**

Any notice by Tenant to Landlord will be in writing and served by first class mail postage prepaid or certified or registered mail return receipt requested postage prepaid, addressed to Landlord at the address indicated at the beginning of this Lease or at such other place Landlord has designated in writing.

**14.2 NOTICE TO TENANT.**

After commencement of the term of this Lease, any notice (except for notice under Section 13, which will be in accordance with such Section) by Landlord to Tenant will be in writing and served by first class mail postage prepaid or certified or registered mail return receipt requested, addressed to Tenant at the Leased Premises or at such other address as Tenant may designate to Landlord in writing in accordance with this Section 14. Prior to the commencement of the term of this Lease, Landlord will provide notice (except for notice under Section 13, which will be in accordance with such Section) to Tenant as provided in this Section to the following address:

**Mark LeCouris, City Manager**  
**City of Tarpon Springs**  
**324 Pine Street**  
**Tarpon Springs, Florida 34689**

**14.3 NOTICE GIVEN.**

Notice will be deemed properly sent and received (whether or not actually received) five (5) days after its deposit in the U.S. Mail, postage prepaid in accordance with this Section 14.

**SECTION 15**  
**SIGNAGE**

**15.1 USE OF SIGNAGE.**

Tenant will obtain Landlord's written approval of any proposed signage and such signage should be in full compliance with all applicable sign ordinances. Tenant shall remove any such signs upon the termination of this Lease and shall return the Leased Premises to its condition prior to the placement or erection of said signs. Notwithstanding the above, during the last month of the Lease, Landlord shall be permitted to place a sign on the Leased Premises advertising the Leased Premises and other properties controlled by the Landlord, as being, for example, "Available for Lease/Sale." Landlord agrees that any such signage shall not obstruct the signage of the Tenant.

## **SECTION 16 MISCELLANEOUS**

### **16.1 ENTIRE AGREEMENT.**

This Lease contains the entire agreement between Landlord and Tenant concerning the Leased Premises, and no representations or agreements, either oral or written, between them other than those expressed in this Lease will survive the execution of this Lease. No subsequent alteration, amendment, change, or addition to this Lease will be binding upon Landlord or Tenant unless in writing and signed by the party against whom enforcement is sought. All attached Exhibits referenced herein are by such reference made a part hereof.

### **16.2 NO PARTNERSHIP OR JOINT VENTURE.**

It is the intent of the parties that their relationship be that of Landlord and Tenant only. Nothing herein will create or be deemed to create a partnership, joint venture or other form of business relationship between Landlord and Tenant.

### **16.3 CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing in this Lease are inserted as a matter of convenience and will not be viewed as defining or limiting the scope or intent of any section of this Lease.

### **16.4 CONSTRUCTION.**

Words or any gender used in this Lease will be construed to include all genders and words in the singular number will be construed to include the plural, where the context so requires. The words "herein", "hereof", and "hereunder" when used in this Lease will be construed to refer to this Lease in its entirety and not to any particular section or provision of this Lease. This Lease was the product of negotiations between representatives for Landlord and representatives for Tenant and the language and terms of this Lease will not be construed against either party hereto, notwithstanding its original authorship by one of the parties.

### **16.5 ATTORNEY'S FEES.**

In any litigation arising out of this Lease, the prevailing party will be entitled to recover reasonable attorney's fees and costs, including without limitation, fees and costs at trial, on appeal, in arbitration, in mediation and in any bankruptcy proceedings.

### **16.6 PARTIAL INVALIDITY.**

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances will, to any extent, be declared invalid or unenforceable, the remainder of this Lease, or the application of such terms, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Lease will be valid and will be enforced to the fullest extent permitted by law.

**16.7 NO OPTION.**

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective only upon execution and delivery thereof by both Landlord and Tenant.

**16.8 RECORDING.**

Tenant will not record this Lease or any memorandum thereof without the written consent of Landlord. Any such unauthorized recordation will, at Landlord's option, result in the immediate termination of this Lease without notice or opportunity to cure.

**16.9 TIME IS OF THE ESSENCE.**

Time is of the essence of this Lease.

**16.10 GOVERNING LAW**

This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

**16.11 JURISDICTION AND VENUE**

If any action is instituted to enforce this Agreement, the parties hereby submit to the personal jurisdiction of the State of Florida. In any action to enforce this Agreement, the parties hereby consent to exclusive venue in the appropriate state courts of Pinellas County, Florida.

**16.12 NOTICE OF DAMAGE OR ACCIDENTS.**

Tenant will give immediate notice to Landlord in case of fire or any other casualty or accidents to person or property in or about the Leased Premises.

**16.13 Quiet Enjoyment**

Landlord hereby covenants and agrees that if the Tenant shall perform all covenants and agreements herein stipulated to be performed on the Tenant's part, the Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Leased Premises.

**16.14 SUCCESSORS.**

This Lease will bind the parties hereto and their several respective heirs, executors, administrators, successors and assigns. Nothing contained in this Lease will restrict Landlord's right to assign or encumber this Lease. If Landlord sells or transfers its interest in the Leased Premises and the purchaser

or transferee assumes Landlord's obligations hereunder, Landlord will be deemed released from all duties and liabilities hereunder and Tenant will attorn to the new Landlord and will execute any document evidencing it as well as any estoppel provided for elsewhere in this Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have signed this Lease effective on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
As to Landlord

\_\_\_\_\_  
As to Landlord

**ATTEST:**

\_\_\_\_\_  
Irene Jacobs, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

**LANDLORD:**

**ST. NICHOLAS GREEK  
ORTHODOX CATHEDRAL OF  
TARPON SPRINGS, INC.**

By: \_\_\_\_\_  
Anna Billiris, Vice President

**TENANT:**

**CITY OF TARPON SPRINGS**

By: \_\_\_\_\_  
Costa Vatikiotis, Mayor

By: \_\_\_\_\_  
Mark LeCouris, City Manager