



**HARDEE COUNTY**  
ECONOMIC DEVELOPMENT COUNCIL

## **Agenda**

**Hardee County Economic Development Council  
Hardee County Industrial Development Authority**

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### **Regular Meeting**

**March 24, 2022 at 1:30 PM**

**Commission Chambers  
412 W. Orange Street, Room 102, Wauchula, FL 33873**

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### **Board Members**

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Denise Grimsley, Chairman  
Tommy Watkins, Vice-Chairman  
Courtney Green  
Calli Ward  
Gene Davis  
Lee Mikell  
Barney Cherry



**HARDEE COUNTY**  
INDUSTRIAL DEVELOPMENT AUTHORITY

**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**PLEASE TURN OFF CELL PHONES**

**3. AGENDA ITEMS**

**1. Bill Lambert -Kinbro Land Holdings Lease at the Commerce Park**

**ACTION RECOMMENDED:** Motion to approve the Kinbro Land Holdings Lease at the Commerce Park and allow Chair to sign all documents.

**2. Bill Lambert -Wauchula Fresh Lease- Main Street**

**ACTION RECOMMENDED:** Motion to approve the lease for Wauchula Fresh for the Main Street location.

**4. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS**

**5. ADJOURNMENT**

Kinbro Land Holdings Lease at the Commerce Park  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
LEASE - Kinbro lease Commerce Park Ext

VACANT LAND LEASE BY AND BETWEEN  
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
AND KINBRO LAND HOLDINGS, LLC

THIS LEASE AGREEMENT is made by and between the HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district and body politic and corporate of the State of Florida (herein called "OWNER") and KINBRO LAND HOLDINGS, LLC, a Florida limited liability company (herein called "TENANT").

WITNESSETH:

WHEREAS, OWNER is the owner of certain vacant real property located in the Hardee County Commerce Park Expansion in Wauchula, Hardee County, Florida; and,

WHEREAS, OWNER has agreed to lease the vacant property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said vacant property from OWNER.

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The initial term of this Lease Agreement shall be for one year commencing on March 24, 2022 ("Term Start Date") and ending on March 23, 2023, unless sooner terminated as herein provided. Provided TENANT is not in default under this lease or any other agreement with OWNER, the parties may agree to an extension of this lease with an option to purchase.

2. **PROPERTY.** The property subject to this Agreement, commonly known as \_\_\_\_\_, Wauchula, Hardee County, Florida, is more specifically described as:

\_\_\_\_\_  
\_\_\_\_\_

and as depicted on the drawing or map attached hereto as Exhibit A (herein called the "Premises").

3. **USE AND SUITABILITY.** The Premises are to be used by TENANT for the purpose of outdoor storage of industrial vehicles, equipment, and materials. TENANT will make no unlawful, improper, offensive, or hazardous use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes. OWNER is not responsible for the safekeeping of any personal property stored at the Premises and is not responsible for any damage to the personal property.

4. **RENT.** TENANT shall pay rent to OWNER of \$25,000.00 per year to be paid by TENANT to OWNER in equal monthly installments, together with any sales or use taxes thereon, in advance, on or before the first day of each month. Rent shall be prorated on a daily basis for any partial

Attachment: LEASE - Kinbro lease Commerce Park Ext (Kinbro Land Holdings Lease at the Commerce Park)

month of occupancy.

5. **LATE OR WORTHLESS PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

6. **EMERGENCY CONTACT.** TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

7. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT agrees that all trailers, trucks, and equipment at or on the Premises shall be in good working order and in compliance with all applicable federal, state, and local rules and regulations, including the operation thereof. TENANT shall safeguard ditches or drainage structures adjacent to the Premises and shall not place materials in adjacent ditches or drainage structures. **TENANT HEREBY INDEMNIFIES AND HOLDS OWNER HARMLESS FROM ANY CLAIMS BECAUSE OF INJURY OR DEATH TO LIFE, PERSON, OR PROPERTY BY REASON OR ANYTHING DONE OR PERMITTED BY TENANT, ITS AGENTS, EMPLOYEES, GUESTS, OR INVITEES ON OR ABOUT OR ADJACENT TO THE PREMISES.**

8. **TAXES.** TENANT shall pay all Florida sales or use taxes on this Lease or the rent payments. Failure to pay such charges when due shall be paid by TENANT to OWNER on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

9. **UTILITIES AND SERVICES.** OWNER will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if OWNER shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

10. **SIGNAGE.** All signage on the property must be approved by OWNER as to style,

location, content, and construction before installation, which approval will not be unreasonably withheld.

**11. ASSIGNMENT / SUBLEASE.** TENANT shall not assign or sublet this Lease without the written consent of OWNER, which consent will not be unreasonably withheld.

**12. ALTERATIONS.** The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises.

**13. MAINTENANCE AND REPAIRS.** TENANT shall be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including driveway, lawn maintenance, and landscaping, in good order and repair. Notwithstanding the foregoing, during the Renewal Term, TENANT shall be solely responsible for all costs, expenses, and obligations of any kind for all maintenance, repairs, improvements, and replacements of and to the Premises of every kind and nature whatsoever, and shall hold harmless OWNER from the same.

Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs to the reasonable satisfaction of OWNER within a reasonable period of time after receipt of written notice of need for such repair from OWNER, OWNER may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay OWNER'S costs for making such repairs, including OWNER'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. OWNER reserves the right to enter on the Premises at all reasonable times to make such repairs.

**14. LANDSCAPING.** TENANT shall be responsible for all mowing and landscape maintenance at the Premises, including upkeeping and replacing plants, shrubs, grass, and trees as necessary. Any substantial modification by TENANT of the landscaping in place as of the Term Start Date shall be subject to prior approval of OWNER. All refuse receptacles shall be shielded from public view. TENANT shall maintain all paved surfaces free of debris and in good condition.

**15. NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the

provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

**16. PLEDGE OF LEASEHOLD INTEREST.** TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. OWNER shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

**17. SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement or covenants of OWNER relative to the operation or maintenance of the Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

**18. PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which the grants are conditioned.

**19. HOLD HARMLESS.** TENANT agrees to hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and shall not be considered to be OWNER's exclusive remedy.

**20. INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the term of this Lease Agreement, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: **(i)** Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; **(ii)** Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; **(iii)** Provide that no

cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; (iv) Specifically waive insurers' rights of subrogation against OWNER; and (v) Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

**A. PROPERTY/CONTENT COVERAGE.** TENANT shall procure and maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

**B. LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**C. BUSINESS AUTO INSURANCE.** TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

**D. WORKERS' COMPENSATION.** TENANT shall have and maintain workers' compensation insurance as required by law.

**E. CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

**F. TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES.** TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in



respect to the Premises that will **a)** invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or **b)** increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**H. TENANT'S NEGLIGENCE.** If the Premises or any structures or improvements thereon is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

**I. INDEMNIFICATION.** TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

**21. COMPLIANCE WITH ALL LAWS AND RESTRICTIONS.** TENANT hereby agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

**22. NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

*If to TENANT:*  
Kinbro Land Holdings, LLC  
Attn: Thomas Trevino, Manager  
1499 N US Highway 17  
PO Box 1883  
Wauchula, Florida 33873

*If to OWNER:*  
Hardee County IDA  
Attn: Executive Director  
107 East Main Street  
PO Box 458  
Wauchula, Florida 33873

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

**23. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery, equipment, and industrial materials, which it has installed or placed on the Premises, which removal shall be accomplished no later than the lease expiration or termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures, including irrigation system, shall not be considered personal property.

TENANT shall repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy, including but not limited to damage cause to drainage ditches and facilities or the turf and terrain of the Premises. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

**24. ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, OWNER may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which OWNER would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, OWNER shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

**25. DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over sixty (60) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; **(f)** TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or **(g)** TENANT defaults under any other lease or agreement with OWNER.

**26. OWNER'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter do one or more of the following: **(a)** Remove any of TENANT's personal property from the Premises and store the same

elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; **(b)** Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; **(c)** Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes due, or accumulates; **(d)** Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; **(e)** Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; **(f)** Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or **(g)** Exercise any combination of the above or any other remedy provided by law.

**27. NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: **(i)** No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; **(ii)** In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and **(iii)** In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

**28. ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

29. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notification is pursuant to §404.056(5), Florida Statutes.

30. **STORM WATER POLLUTION PREVENTION PLAN.** TENANT agrees to abide by all rules and regulations established by OWNER or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

31. **OFAC LIST.** TENANT hereby represents, warrants and covenants to OWNER that neither TENANT nor any person or entity that directly or indirectly (i) controls TENANT or (ii) has an ownership interest in Tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

32. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including OWNER's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

33. **WAIVER OF BREACH.** Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

34. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

35. **PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

36. **JURISDICTION AND VENUE.** The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will be governed by Florida Law. OWNER is a dependent special district under the laws of the State of Florida and does not waive sovereign immunity.

37. **SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

38. **ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

39. **TIME.** Time is of the essence of this agreement.

40. **MULTIPLES; RECORDING.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**KINBRO LAND HOLDINGS, LLC**

By: \_\_\_\_\_  
Thomas Trevino, Manager

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida

By: \_\_\_\_\_

Name: Denise Grimsley

Its: Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attachment: LEASE - Kinbro lease Commerce Park Ext (Kinbro Land Holdings Lease at the Commerce Park)

Wauchula Fresh Lease- Main Street  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
LEASE - Wauchula Fresh lease on Main Street 3-23-22

**COMMERCIAL LEASE BY AND BETWEEN  
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
AND WAUCHULA FRESH, LLC (MAIN STREET LOCATION)**

**THIS COMMERCIAL LEASE AGREEMENT** is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **WAUCHULA FRESH, LLC**, a Florida limited liability company with a principal address at 1340 US Highway 17 N, Wauchula, Florida (herein called "TENANT"). In consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **PROPERTY**. The property subject to this lease is a suite located at 217 E. Main Street, Wauchula, Hardee County, Florida as is described and shown on Exhibit A attached hereto (the "Premises").

2. **TERM**. The term of this lease shall commence on \_\_\_\_\_, 2022 and end on September 30 2022, unless sooner terminated as herein provided.

3. **USE AND SUITABILITY**. The Premises are to be used by TENANT for the purpose of administrative office space. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this lease and acknowledges the suitability of the Premises for TENANT's proposed use; TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes. TENANT agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

4. **RENT AND UTILITIES**. Except as otherwise specified herein, there shall be no rent payment due under this lease. However, upon default by TENANT of any terms or obligation hereunder, rent shall be \$2,500.00 per month payable on the first of every month plus Florida sales or use taxes, which taxes, if unpaid, shall be considered additional rent. TENANT is solely responsible for all charges, fees, and expenses for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT ("Utility Expenses"). If OWNER shall pay Utility Expenses on behalf of TENANT, TENANT shall reimburse OWNER within 15 days from receipt of OWNER invoice for said Utility Expenses.

5. **EMERGENCY CONTACT**. TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

6. **CLEANLINESS AND SAFETY**. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract

with a franchised solid waste hauler to dispose of solid waste, if notified to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

7. **ALTERATIONS, MAINTENANCE, AND REPAIRS.** TENANT shall make no material additions or alterations (including signage) in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises. TENANT shall be, at its expense, responsible for the maintenance, repair, and upkeep of the Premises caused by TENANT's use of the Premises and shall keep the Premises in good order and repair.

8. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

9. **ASSIGNMENT / SUBLEASE.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of OWNER.

10. **NO PLEDGE OF LEASEHOLD INTEREST.** TENANT may not pledge its leasehold interest as security for any reason.

11. **PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which



the grants are conditioned. This lease shall be subordinate to the provisions of any existing or future agreement of OWNER relative to the operation or maintenance of the Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

**12. HOLD HARMLESS.** TENANT shall hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this agreement unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and is not OWNER's exclusive remedy.

**13. INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the term of this lease, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designated below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: (i) Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; (ii) Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; (iii) Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; (iv) Specifically waive insurers' rights of subrogation against OWNER; and (v) Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

**A. PROPERTY/CONTENT COVERAGE.** TENANT shall procure and maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

**B. LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide

OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**C. BUSINESS AUTO INSURANCE.** TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

**D. WORKERS' COMPENSATION.** TENANT shall have and maintain workers' compensation insurance as required by law.

**E. CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

**F. TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES.** TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will **a)** invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or **b)** increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**H. TENANT'S NEGLIGENCE.** If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

**I. INDEMNIFICATION.** TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

**14. NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

*If to TENANT:*  
 Wauchula Fresh, LLC  
 Attn: Finance Department  
 1340 US Highway 17 N  
 Wauchula, Florida 33873

*If to OWNER:*  
 Hardee County IDA  
 Attn: Executive Director  
 107 East Main Street  
 PO Box 458  
 Wauchula, Florida 33873

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

**15. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property that has installed or placed on the Premises, which removal shall be accomplished no later than the expiration or termination date. Electrical and plumbing facilities, air conditioners, and other permanently installed fixtures integral to the normal function of the Premises shall not be considered personal property. TENANT shall repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease or at the time of TENANT's abandonment of the Premises, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

**16. DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over sixty (60) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within

thirty (30) days; (f) TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or (g) TENANT defaults under any other lease or agreement with OWNER.

**17. OWNER'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter do one or more of the following: (a) Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; (b) Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; (c) Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes due, or accumulates; (d) Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; (e) Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; (f) Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or (g) Exercise any combination of the above or any other remedy provided by law.

**18. NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (iii) In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

**19. ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or

State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**20. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notification is pursuant to §404.056(5), Florida Statutes.

**21. STORM WATER POLLUTION PREVENTION PLAN.** TENANT agrees to abide by all rules and regulations established by OWNER or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

**22. OFAC LIST.** TENANT hereby represents, warrants and covenants to OWNER that neither TENANT nor any person or entity that directly or indirectly (i) controls TENANT or (ii) has an ownership interest in Tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

**23. ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including OWNER's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

**24. WAIVER OF BREACH.** Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

**25. AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

**26. PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease

shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

27. **JURISDICTION AND VENUE.** The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will be governed by Florida Law. OWNER is a dependent special district under the laws of the State of Florida and does not waive sovereign immunity.

28. **SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Commercial Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

29. **ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

30. **TIME.** Time is of the essence of this agreement.

31. **MULTIPLES; RECORDING.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**WAUCHULA FRESH, LLC**, a Florida limited liability company

By: Hardee Fresh, LLC, a Florida limited liability company, as its sole member and manager

By: \_\_\_\_\_  
Name: Halton A. Peters  
Its: President

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida

By: \_\_\_\_\_

Name: Denise Grimsley

Its: Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Attachment: LEASE - Wauchula Fresh lease on Main Street 3-23-22 (Wauchula Fresh Lease- Main Street)

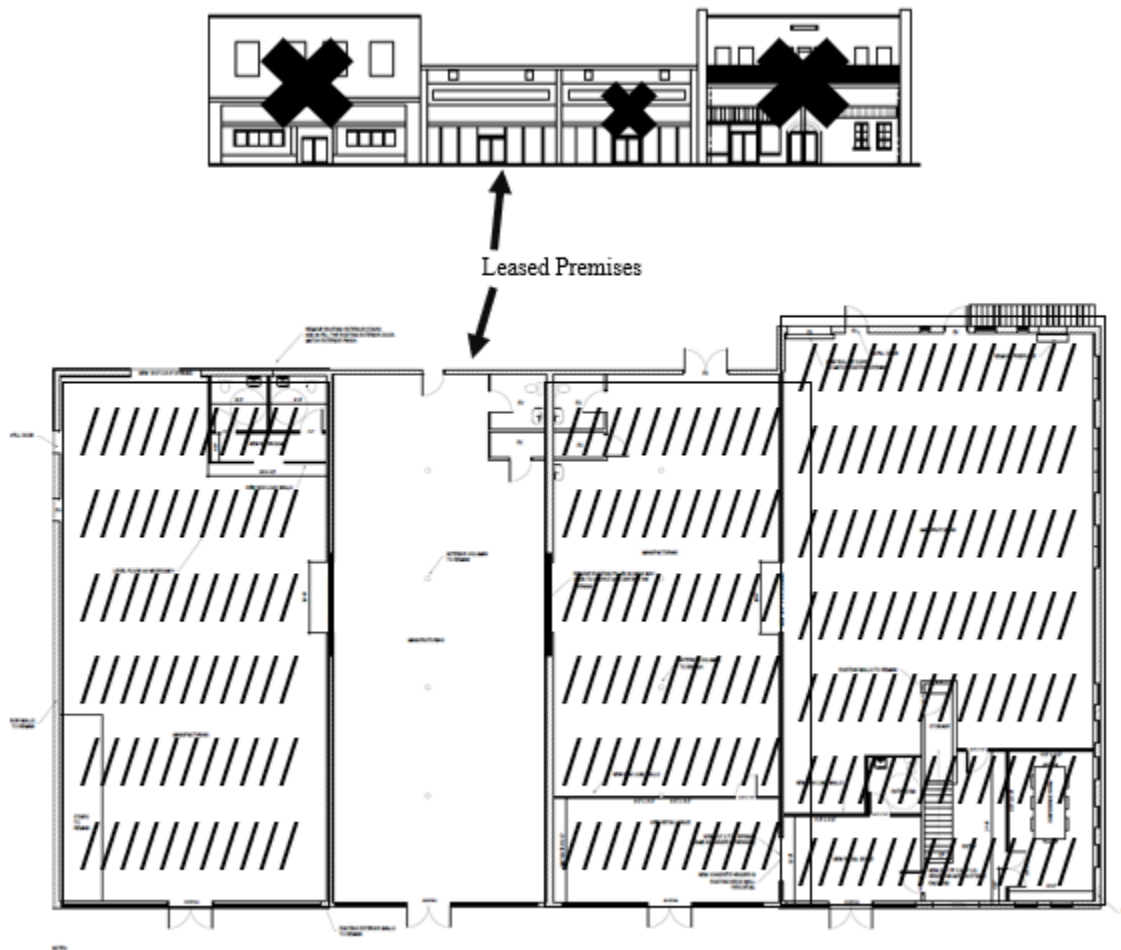
Exhibit A

*Leased Premises are a portion of the legal description:*

**The East 107 feet of Lots 19 and 20, Block 18, LESS the North 1 foot of said Lot 19, Plat of Town of Wauchula, according to the map or thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.**

**Parcel Identification Number: 03-34-25-0200-00018-0019**

*As depicted below:*



*A suite at 217 E. Main Street, Wauchula, Florida*

Attachment: LEASE - Wauchula Fresh lease on Main Street 3-23-22 (Wauchula Fresh Lease- Main Street)