

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the ____ day of _____, 202__, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the “**Lessor**”, and **PEDROFF & PEDROFF, LLC, doing business as ROE’S DELI STATION**, hereinafter called the “**Lessee**”. “**Lessor**” and “**Lessee**” are hereinafter collectively referred to as the “Parties”.

WITNESSETH

1. The **Lessor** leases to the **Lessee** a portion of the following described real property located in Pinellas County, Florida:

PINELLAS PARK SUBDIVISION, Lot C, Lying in Section 28, Township 30 South, Range 16 East. as recorded in Plat Book H 2, Pages 91 and 92, Public Records of Hillsborough County, Florida, of which Pinellas County was once a part.

with the building thereon, being commonly referred to as 5851-D Park Boulevard, Pinellas Park, Florida.

2. This Agreement shall commence on the 1st day of August 2024 (“commencement date”). This Agreement shall continue as a month-to-month tenancy. If, at any time, Lessee desires to terminate the tenancy, Lessee may do so by providing Lessor written notice of intention to terminate. Such notice to terminate must be provided to Lessor at least sixty (60) days prior to the desired date of termination of the tenancy. If, at any time, Lessor desires to terminate the tenancy, Lessor may do so by providing Lessee such written notice of intention to terminate at least sixty (60) days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of the commencement date.

3. **Lessee** agrees to pay to **Lessor** as rent for said premises the sum of Six Hundred Thirty-Seven Dollars and Nineteen Cents (\$637.19) per month, plus applicable sales tax, payable on the 1st day of August, 2024, and on the 1st day of each successive month thereafter for the balance of the lease period. If **Lessee** is delinquent for ten (10) days or longer in paying to the **Lessor** any amounts owed to the **Lessor** under the Lease Agreement, **Lessee** shall pay to the **Lessor** a late fee of 10% of the monthly rent in addition to the principal amount owed within five (5) days.

4. In the event that the **Lessor** is required to pay ad valorem taxes upon the leased premises by reason of this Lease, then **Lessee** shall immediately reimburse **Lessor** for all such amounts which apply to the pro rata square footage leased by the **Lessee**.

5. **Lessee** may not make changes, alterations, or improvements to the building located on the leased premises or to the grounds.

No person is authorized or permitted to make any alterations, changes, or improvements to any part of the leased premises, including the building thereon, unless the **Lessee** has obtained prior written authorization from **Lessor**. **Lessor** shall then be the sole Party to authorize and effect any changes, alterations or improvements to the building located upon the leased premises or the grounds. Any such alterations, changes, or improvements made in violation of the provisions hereof shall not entitle the person making such alterations, changes, or improvements to a lien of any kind whatsoever upon the leased premises or any portion thereof.

6. Under the terms and conditions of Section 5, **lessee** shall at all times maintain and keep in good repair the leased premises and the equipment provided therein by the **Lessor**. **Lessor** shall not be responsible for the replacement of said equipment. **Lessee** shall maintain the portions of common area of the building used by the **Lessee** so that the same shall, at all times, appear neat and be kept in a safe and sanitary condition. This provision shall not apply to that portion of the leased premises for which other tenants have the sole responsibility of maintenance. All requirements hereunder shall be completed at the sole expense of **Lessee**.

7. **Lessee** shall be responsible for the payment of a pro rata portion of the cost of the use of electricity within the building. This cost shall be based on a minimum of Two Hundred Sixty (\$260.00) Dollars or the sum of the square feet of the premise leased by the **Lessee**, whichever is higher. That sum of the square feet leased by the **Lessee** is 416 square feet (3%) of a total 16,792 square feet for the building. Said portion of the electric cost shall be due and payable to the **Lessor** within ten (10) days of receipt of the cost statement to the **Lessee**. **Lessor** shall pay the pro rata cost of the electric cost for the sum of the square footage of the common areas, and shall also pay the cost of water, sanitary sewer and solid waste collection fees.

8. **Lessee** at all times during the term of this Lease and extensions thereof shall maintain a Commercial General Liability (CGL) insurance policy on an occurrence basis, with general aggregate/each occurrence limits of One Million Dollars (\$1,000,000), fire damage limits of Fifty Thousand Dollars (\$50,000), and medical expense limits of Five Thousand Dollars (\$5,000). The **Lessor** shall be listed as an additional insured on the Commercial General Liability insurance policy. **Lessee** shall furnish a Certificate of Insurance to the **Lessor** reflecting the amounts stipulated before the **Lessee** shall be entitled to occupancy hereunder. **Lessor** shall be named as an additional named insured on such policy.

Lessee agrees to indemnify and save harmless **Lessor**, its officers, officials, employees and agents, individually and collectively, of and from any and all claims, including attorney's fees, relating to personal injuries or property damage directly or indirectly resulting from **Lessee's** use

and/or occupancy of the leased premises; provided, however, that this provision shall not apply to any claims relating to personal injuries or property damage caused solely by the negligence or willful misconduct of the **Lessor**.

9. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Agreement whereby the same shall be rendered untenable, **Lessor** shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, either party shall have the option to cancel this Lease; and, upon such cancellation, rent shall be due only to the date of such fire or casualty. Notice of such cancellation shall be given in writing. **Lessee** may purchase improvements made to the leased premises if it so desires.

10. At all times during the term of the Lease, **Lessor** shall have the right, by its agents and employees, to enter into and upon the leased premises during reasonable business hours, for the purpose of examining and inspecting the same and to determine whether **Lessee** has complied with its obligations hereunder.

11. **Lessor** shall give notice to **Lessee** of any violation of this lease in writing. **Lessee** shall have a period of fifteen (15) days from date of notice from **Lessor** within which to correct violations of the terms of this Lease; and, if such violations have not been remedied within such time, **Lessor** shall have the immediate right, at its option, to take such enforcement action as it shall deem necessary, including the institution of eviction proceedings.

12. Written notice as required hereunder shall be effective when hand delivered or mailed by certified mail by either party to an officer of the **Lessee** if directed to **Lessee**; and to the City Manager if directed to **Lessor**.

13. The **Lessee** shall use the leased premises only for its official activities designed for the purpose of preparing and providing a variety of quality deli foods and beverages to Park Station, take out, delivery and catering customers. The leased premises shall not be used for any other purpose whatsoever.

14. **Lessee** shall not sublease or otherwise transfer any of its interest in and to the leased premises without the express prior written approval of the **Lessor**.

15. The **Lessor** warrants that appropriate authority has been granted by City Council for the execution of this Lease. The **Lessee** warrants that it has the appropriate authority to enter into this Lease.

16. The **Lessee** agrees that it shall continue in its present name of "Roe's Deli" for such times as it shall occupy the leased premises pursuant to this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written

LESSOR:

CITY OF PINELLAS PARK, FLORIDA

By: _____
Bart Diebold, City Manager

ATTEST:

By: _____
Jennifer Carfagno, MMC, City Clerk

LESSEE:

PEDROFF & PEDROFF, LLC, a Florida limited liability company, doing business as Roe's Deli Station

By: _____
Olivia Pedroff, Authorized Member

By: _____
William Pedroff, Authorized Member

WITNESS:

By: _____
Elizabeth St. Pierre, Economic Development Coordinator

Approved As To Form and Content:

By: _____
Lauren Rubenstein, City Attorney



CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

May 13, 2024

Ms. Elizabeth St. Pierre
Economic Development Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-127
Lease - Roe's Deli Station

Dear Ms. St. Pierre:

Our office has received and reviewed the proposed Lease Agreement between the City of Pinellas Park and Pedroff & Pedroff, LLC. You requested that your office provide updated language for Paragraph No. 2 to reflect a month-to-month tenancy. Our office would recommend Paragraph No. 2 be updated to read as follows:

2. This Agreement shall commence on the 1st day of August, 2024 ("commencement date"). This Agreement shall continue as a month-to-month tenancy. If, at any time, Lessee desires to terminate the tenancy, Lessee may do so by providing Lessor written notice of intention to terminate. Such notice to terminate must be provided to Lessor at least thirty (30) days prior to the desired date of termination of the tenancy. If, at any time, Lessor desires to terminate the tenancy, Lessor may do so by providing Lessee such written notice of intention to terminate at least thirty (30) days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of the commencement date.

The Lease should be further modified to remove Paragraph No. 11 in its entirety, as the termination provision has now been incorporated into Paragraph No. 2. The remaining paragraphs will need to be renumbered accordingly.

Ms. Elizabeth St. Pierre
May 13, 2024
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If you have any questions, please do not hesitate to contact our office. Once the Lease has been modified in accordance with this letter, our office would approve as to form and correctness.

Very truly yours,



Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Asst. City Manager
Nick Colonna, Community Development Administrator
Aaron Petersen, Asst. Community Development Administrator
Erica Lindquist, Planning & Development Services Director

LCR/mks

24-127.05132024.LLSP.Roe's Deli Lease.wpd



CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

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St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

June 27, 2024

Ms. Elizabeth St. Pierre,
Economic Development Coordinator
Department of Community Development
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-176
Roe's Deli Lease Update

Dear Ms. St. Pierre:

Our office has received and reviewed the updated Roe's Deli Lease to reflect a 60-day notice to terminate (rather than the original proposed 30-day notice to terminate). Our office would approve of the updated Lease as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Asst. City Manager
Nick Colonna, Community Development Administrator
Erica Lindquist, Planning & Development Director

LCR/mks
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