

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of July 2026, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation (hereinafter called the "Lessor"), and **SR LANDSCAPING, LLC**, a Delaware limited liability company d/b/a **SUNRISE LANDSCAPE**, whose address is 5100 West Kennedy Boulevard, Suite 325, Tampa, FL 33609 (hereinafter called the "Lessee").

W I T N E S S E T H:

1. Property Leased.

A. Lessor, for and in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the following described real property located in Pinellas County, Florida, to wit:

PARCEL # 27/30/16/00000/420/1200 minus the 50 X 50 sq. ft. area where the wireless tower exists

Commonly known as: **3915 76TH AVENUE NORTH**

(hereinafter called the "Leased Premises").

B. This Lease Agreement shall be subject to easements, encumbrances and restrictions of record, and zoning and governmental restrictions applicable to the Leased Premises.

C. Lessee will leave clear for ingress and egress the existing 5,620 sq. ft. gravel access driveway.

D. Lessee shall have the exclusive, undisturbed right to possession of the Leased Premises during the term hereof subject to this Lease Agreement.

E. Lessor warrants to Lessee that Lessor is the lawful owner and record title holder of the Leased Premises.

2. Term: Subject to the terms and conditions of this Lease Agreement, the terms of this Lease Agreement shall be for a period of One (1) year, with such term to commence on the 1st day of July, 2026, and, unless otherwise terminated as herein provided, to end on the 30th day of June, 2027 (the "Term").

3. Rent: Rent, together with all applicable Florida sales tax, if any, shall be paid to Lessor by Lessee on the first (1st) day of each calendar month, at City Hall, Accounting Division, 5141 - 78th Avenue North, Pinellas Park, Florida 33781, unless Lessor in writing designates a different

place for payment. The rent for the Leased Premises shall be \$1,275.00 per month plus applicable sales tax, and shall be paid without demand, abatement, deduction or set-off for any reason, except as otherwise provided in this Lease Agreement.

4. Use of Leased Premises:

A. The Leased Premises shall be used and occupied by Lessee as a facility for employee parking and for no other purpose whatsoever. Lessee shall not operate the Leased Premises as a residential facility, and Lessee shall not permit its staff members, clients, or any other persons to sleep overnight at the Leased Premises. Lessee is not permitted to use the Leased Premises for any type of storage, including but not limited to storage of equipment, vehicles, supplies, chemicals, yard waste, trash or hazardous materials.

B. Lessor reserves the right from time-to-time to make, modify and revoke reasonable rules and regulations that are applicable to the Leased Premises, provided that such rules and regulations shall not unreasonably restrict or interfere with the conduct of Lessee's lawful business or use and enjoyment of the Leased Premises, and provided further that Lessee is given thirty (30) day's prior written notice of the adoption of or changes to any such rules and regulations. Lessee agrees to abide thereby upon notice thereof from Lessor.

5. Quiet Enjoyment: Lessee, subject to the payment of the rent herein reserved and upon the performance of all of the material terms of this Lease Agreement within any and all applicable grace and curative periods provided herein, shall at all times during the Term of this Lease Agreement, peacefully and quietly enjoy the Leased Premises without any disturbance from any person or entity claiming by or against Lessor.

6. Utilities:

A. Lessee shall open a utility account for reclaimed water for the Leased Premises in Lessee's name. Lessor shall have the Leased Premises separately metered or charged for such utility. Lessee shall pay or cause to be paid prior to delinquency all charges for all such utilities used for the Leased Premises. Lessee shall pay for all hook-up or impact fees imposed upon the Leased Premises as a result of Lessee's opening or use of such utility account, including payment of any meter installations, deposits and use charges assessed during the Term of this Lease Agreement.

B. Lessor may interrupt or suspend for a reasonable period of time the supply of any such utility to the Leased Premises when necessary by reason of accident, emergency, repairs, alterations, replacements, or improvements which are necessary to be made to the Leased Premises. Except in the event of an accident or emergency, Lessor shall provide Lessee not less than seven (7) days' prior written notice of such interruption. Lessor shall use its best efforts to minimize such interruptions during Lessee's work or business hours. Lessor shall have no responsibility for failure to supply such services as a result of acts of God or any other cause beyond Lessor's control.

7. Taxes: During the Term of this Lease Agreement, Lessee shall pay all ad valorem real estate taxes assessed against the Leased Premises and all other special taxes or assessments relating to the Leased Premises.

8. Condition of Leased Premises: Lessee accepts the Leased Premises at the beginning of the Term of this Lease Agreement in "AS IS" condition and acknowledges and agrees that Lessor has made no representations or warranties concerning the condition of the Leased Premises or the usability thereof by Lessee.

9. Maintenance: Lessee, at Lessee's sole cost and expenses shall promptly repair and at all times maintain in good condition the Leased Premises to include proper maintenance of the landscaped areas and maintenance of the mulch parking areas. Lessee shall also, at Lessee's sole cost and expense and within sixty (60) days of the effective date of this Lease Agreement, have PVC privacy fence installed surrounding the leased premises, that will shield the parking area from public view. The fence permit is subject to approval by the City of Pinellas Park.

10. Assignment: Lessee may not, without the express prior written consent of Lessor, assign this Lease Agreement or any interest thereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than the Lessee. Notwithstanding the foregoing, Lessor's written consent to subleasing of all or part of the Leased Premises shall not be unreasonably withheld. Consent to one assignment or sublease shall not destroy or waive this provision and all other assignments and subleases shall likewise be made only with the express prior written consent of the Lessor. Subtenants or assignees shall become liable to the Lessor for all of the obligations of the Lessee hereunder, without thereby relieving the Lessee's liabilities hereunder.

11. Alterations by Lessee: Lessee shall make no additional alterations, additions, or improvements to the Leased Premises without the express prior written consent of the Lessor and such written consent shall not be unreasonably withheld. Any such alterations, additions, or improvements in or to the Leased Premises by Lessee shall be made in a good and workmanlike manner, and in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and permits.

12. Property of Lessee: Lessee may, if not in material default hereunder at the time of the expiration of the Term of this Lease Agreement, remove all fixtures and equipment which Lessee has placed in the Leased Premises, provided that Lessee shall immediately repair all damage to the Leased Premises caused by such removal.

13. Governmental Requirements: Lessee agrees, to the extent required by law, at its own expense, to promptly comply with all lawful requirements of any legally constituted public authority made necessary by reason of Lessee's specific use or occupancy of the Leased Premises.

14. Eminent Domain: If the whole of the Leased Premises, or such portion thereof as will unreasonably interfere with Lessee's use of the Leased Premises for the purposes herein specified, be condemned through eminent domain by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the

time when possession thereof is taken by the public authority, and provided that Lessee is not in material default hereunder, rental shall be accounted for as between Lessor and Lessee as of that date. Any condemnation through eminent domain proceedings not reducing Lessee's use of the Leased Premises for its economic benefit or unreasonably interfering with Lessee's use of the Leased Premises shall not affect the respective rights and obligations of Lessee and Lessor hereunder.

In the event any portion of the Leased Premises is taken by condemnation through eminent domain, and the use of the Leased Premises by Lessee for its economic benefit is thereby diminished, but such taking does not unreasonably interfere with Lessee's use of the Leased Premises for the purposes herein specified, then this Lease Agreement shall not terminate, but the rent and other payments required hereunder by Lessee shall be reduced to such extent as may be fair and equitable. In the event of any such taking or purchase in lieu thereof, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portions of lump sum awards as may be allocated to their respective interests in any eminent domain proceeding.

15. Destruction of or Damages to Leased Premises: If at any time during the Term of this Lease Agreement:

A. The Leased Premises are totally destroyed or damaged to the extent that Lessee may not make reasonable use thereof for the intended purposes, Lessor shall have the option, in its sole and complete discretion, to either: (i) cancel this Lease Agreement, in which event the same shall be null and void and of no further force or effect; or (ii), rebuild or repair the Leased Premises within a commercially reasonable period of time to substantially the same condition as the Leased Premises were in immediately before the occurrence of such damage or destruction. Lessor shall within forty-five (45) days from the date of such damage or destruction select one of these options, and shall within such forty-five (45) day period notify Lessee in writing as to which option Lessor has selected. If Lessor decides to restore or repair the Leased Premises as herein provided, then the rent payable by Lessee hereunder shall abate until such time as such restoration or repair has been substantially completed, at which time full rent shall recommence. In the event that Lessor terminates this Lease Agreement as herein provided, then the term hereby granted shall cease from the date of such damage or destruction and, provided that Lessee is not in material default hereunder, rent shall be accounted for between Lessor and Lessee as of that date; or

B. The Leased Premises are partially destroyed or damaged, but not to an extent which prevents Lessee from making reasonable use thereof for the intended purposes, then Lessor shall within forty-five (45) days after such destruction or damage commence restoration of or repairs to the Leased Premises and shall complete the same within a commercially reasonable period of time. The rent payable by Lessee hereunder shall be reduced to such extent as may be fair and equitable until such time as such restoration or repair has been substantially completed, at which time full rent shall recommence.

16. Indemnity and Insurance:

A. Lessee hereby agrees to fully indemnify and hold harmless the Lessor, its elected officials, appointed officials, officers, employees, representatives, attorneys and agents

from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, to the extent caused by the intentional, reckless or negligent act or omission of Lessee, its directors, officers, employees, representatives, contractors or agents while using the Leased Premises pursuant to this Lease Agreement. The Lessor will give Lessee prompt notice of any such claim, and Lessee will undertake the defense thereof by representatives of its own choosing. In the event Lessee, within a reasonable time after notice of claim, fails to defend, the Lessor shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of Lessee, subject to the right of Lessee to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event the Lessor reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect the Lessor's interests, the Lessor reserves the right to defend itself with its own counsel or retained counsel at Lessee's expense, unless the Lessor is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Lessor of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes §768.28, or any other statute, and the Lessor expressly reserves these rights to the full extent allowed by law. The foregoing indemnification provision shall survive expiration or termination of this Agreement.

B. Lessee shall, at its own expense, at all times during the Term of this Lease Agreement, maintain in full force the following policies of insurance, written by one or more responsible insurance carriers acceptable to Lessor:

(i) Commercial General Liability (CGL) or Business Owner insurance policy providing coverage on an occurrence basis, with minimum general aggregate/each occurrence limits of \$1,000,000.00 and \$5,000.00 minimum limits for medical payments; and

(ii) Lessor shall be listed as an additional insured on such liability insurance policy. None of such policies shall be cancelable or subject to reduction in coverage except upon ten (10) days' prior written notice to Lessor.

Lessee shall, prior to assuming occupancy of the Leased Premises, provide to Lessor Certificates of Insurance verifying that Lessee is providing the types and amounts of insurance required hereunder.

17. Entry by Lessor: Lessor may enter the Leased Premises at reasonable times to see that the Lessee is complying with all of its obligations hereunder, and to cause repairs or maintenance to be performed, if any, required of Lessee or Lessor under the terms hereof.

18. Easements: Lessor shall have the right to grant easements in, across or through areas of the Leased Premises for the installation of utilities and cable television, provided that the use of such easement areas for such purposes does not unreasonably interfere with Lessee's use of the Leased Premises for employee parking, and provided further that Lessor provides Lessee with at least ten (10) days' prior written notice of same. All such installation work shall be done at such times and in such manner so as not to cause unreasonable interference with Lessee's use and

enjoyment of the Leased Premises for employee parking, and shall be completed within a reasonable period of time from the commencement thereof. Lessor shall repair or cause to be repaired all paved areas serving and the grounds surrounding the Leased Premises immediately after the installation of such utilities. Lessee shall not be entitled to any compensation or abatement of rent for the use of such easement areas.

19. Default of Tenant:

A. Remedies of Lessor for non-compliance. Subject to the curative opportunities provided to Lessee in this Lease Agreement, in the event that Lessee: (i) fails to pay the rent specified when due; (ii) fails to comply in any material respect within any term, provision, condition, or covenant of this Lease Agreement other than the payment of rent; (iii) files a petition (or has a petition filed against it) under any section or chapter of the United States Bankruptcy Code, as amended; (iv) becomes insolvent or makes a transfer in fraud of creditors; (v) makes an assignment for the benefit of creditors; or (vi) suffers appointment of a receiver for all or any part of its assets, then upon the occurrence of any one or more of the foregoing, Lessor shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law or in equity:

(i) Terminate this Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises to Lessor, but if Lessee shall fail to do so, Lessor may, without further notice or prejudice to any other remedy it may have for possession or arrearages in rent, enter upon the Leased Premises and expel or remove tenant and its effects in any lawful manner, and Lessor may pursue any action at law, or in equity, for any damages Lessor may have suffered as a result of such termination; or

(ii) Re-take possession of the Leased Premises for the account of Lessee and declare the entire amount of rent which would be due and payable during the remainder of the Term, to be due and payable immediately, in which event Lessee agrees to pay the same at once; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. It is acknowledged by Lessor that Lessor shall be under a duty to mitigate its damages hereunder as required by law, and Lessor further acknowledges that Lessor will not be allowed to collect "double rent" in the event the Leased Premises are relet by Lessor, it being understood, however, that in the event Lessor is successful in reletting the Leased Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease Agreement, Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby waive any claim to such excess rental. The acceptance of such payment by Lessor shall not constitute a waiver of any failure of Lessee to comply with any term, provision, condition, or covenant of this Lease Agreement; or

(ii) Enter the Leased Premises, in any lawful manner, and relet the Leased Premises and receive the rent that may arise by reason of such reletting on demand at the office of the Lessor. In the event that Lessor is successful in reletting the Leased Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the term of this Lease Agreement, Lessor

and Lessee each mutually agree that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby waive any claim to such excess rental; or

(iii) Do whatever the Lessee is obligated to do by the provisions of this Lease Agreement and may enter the Leased Premises, by any lawful manner, in order to accomplish this purpose. Lessee agrees to reimburse the Lessor immediately upon demand for any expenses which the Lessor may incur in thus effecting compliance with this Lease Agreement on behalf of the Lessee, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action provided that Lessor has acted in a lawful manner. Pursuit by Lessor of any of the remedies in this paragraph shall not preclude the pursuit of any other remedies provided by law or in equity. Unless such purpose is expressly stated in writing, no act or thing done by Lessor or its agents during the Term of the Lease Agreement, shall be deemed to be an acceptance of a surrender of said Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless the same be made in writing by the Lessor. The mention in this Lease Agreement of any particular remedy shall not preclude the Lessor from any other remedy the Lessor may have, either at law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, contained in this Lease Agreement or in any of the rules and regulations adopted by Lessor, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by Lessor of rent with knowledge of the breach of any covenant in this Lease Agreement shall not be deemed a waiver of such breach.

B. Notice and curative opportunities. Notwithstanding anything contained in this paragraph 19 to the contrary, Lessee shall be afforded the following notice and curative opportunities by Lessor:

(i) If Lessee fails to pay its rent or pay any other monies payable by Lessee to Lessor hereunder within seven (7) days of the date due, Lessor shall provide written notice to Lessee of its default and shall provide Lessee with a five (5) day grace period after the date of such written notice within which to pay the sums due and owing to Lessor. In the event Lessee fails to remit said sums within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein. In the event Lessor provides the aforesaid notice to Lessee, Lessee shall in addition to the sums due pay a late charge fee to Lessor in the amount of four percent (4%) of the sums due and owing to Lessor as partial reimbursement to Lessor for its costs and expenses incurred in providing such notice; and

(ii) Except as otherwise provided in Paragraph 10 above, if Lessee is in breach of any term or terms of this Lease Agreement other than the payment of rent or other monies as addressed in subparagraph B(i) above, Lessee shall have a period of twenty (20) days from the date of written notice of said breach in which to remedy such breach; provided, however, if Lessee commences to cure within the said twenty (20) day period and provided that Lessee diligently and reasonably pursues the remedy of said breach, then Lessee shall have a period not to exceed forty-five (45) days to cure said breach prior to being in default hereunder. In the event Lessee fails to cure such breach within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein.

20. Default of Lessor:

A. Remedies of Lessee for non-compliance. Subject to any notice and/or curative opportunity provided to Lessor in this Lease Agreement, in the event that Lessor fails to comply in any material respect with any term, provision, condition or covenant of this Lease Agreement, Lessee shall have the option to proceed according to any one or more of the following courses of action:

(i) Terminate this Lease Agreement, in which event this Lease Agreement shall become null and void, but Lessee may pursue any action at law, or in equity, for any damages Lessee may have suffered as a result of such breach by Lessor; and/or

(ii) Maintain an action for a specific performance of any act required to be done by Lessor under the provisions of this Lease Agreement, Lessor and Lessee hereby agreeing that the Leased Premises herein described are unique and that any breach of this Lease Agreement by Lessor would result in irreparable injury to Lessee. Lessor hereby further agrees that specific performance or other injunctive relief is an appropriate remedy for breach of any material provision of this Lease Agreement; and/or

(iii) Pursue any other remedy available to Lessee at law or in equity.

B. Notice and curative opportunities. Notwithstanding anything herein to the contrary, and except as otherwise provided in Paragraph 10 hereof, if Lessor is in breach of any term or terms of this Lease Agreement, Lessor shall have a period of thirty (30) days from the date of written notice of said breach in which to remedy that breach; provided, however, if Lessor commences to cure within said thirty (30) day period and provided that Lessor diligently and reasonably pursues the remedy of said breach, then Lessor shall have a period not to exceed ninety (90) days to cure said breach prior to being in default hereunder.

Lessee shall, to the extent required by law, seek to mitigate its damages in the event of a default by Lessor entitling Lessee to exercise its remedies as provided for in this Paragraph 20.

21. Cancellation. Either party may cancel this Lease Agreement at any time during the Term, upon a minimum of thirty (30) calendar days' written notice to the other party, in which event this Lease Agreement shall as of the effective date of such cancellation be null and void and of no further force or effect.

22. Hazardous Materials. Lessee shall not, and shall not permit anyone else to, at any time bring any hazardous materials as that term is defined in applicable federal, state and local law, upon the Leased Premises, or to handle, store, or dispose of any such hazardous materials upon the Leased Premises, except in strict compliance with applicable governmental requirements.

23. Miscellaneous Provisions.

A. Severability. If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease Agreement shall not be affected thereby.

B. Cumulative rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to those given by law.

C. Entire agreement. This Lease Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

D. Time is of the essence. Except as otherwise provided in this Lease Agreement, time is of the essence as to the provisions of this Lease Agreement.

E. Relationship of the parties. The relationship of the parties to this Lease Agreement is solely that of landlord and tenant. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or a member of any joint enterprise with Lessee for any purpose.

F. Captions. The captions of each paragraph and headings hereof are added as a matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions of this Lease Agreement.

G. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt thereof by the addressee) (I) when delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U.S. mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation U.S. Express Mail, Federal Express, or UPS), addressed to the party to whom notice is intended to be given at the address set forth below:

If to Lessor: Bart Diebold, City Manager
 City of Pinellas Park
 5141 78th Avenue
 P. O. box 1100
 Pinellas Park, FL 33780-1100

With a copy to: Erica Augello, City Attorney

City of Pinellas Park
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

If to Tenant: SR LANDSCAPING, LLC
d/b/a SUNRISE LANDSCAPE
ATTN: Erik Sewell, Chief of Staff
5100 West Kennedy Blvd.
Tampa, FL 33609

Any party may change the address to which its notices are to be sent by giving the other party written notice of any such change in the manner provided in this paragraph but notice of change of address is effective only upon actual receipt.

H. Continuance of Lessee's Name. Lessee agrees that it shall continue to use its present name during all such times as it shall occupy the Leased Premises pursuant to this Lease Agreement.

I. Lessor's Authority. Lessor warrants that it has all required authority through official action of its City Council to enter into this Lease Agreement and to be bound by the terms thereof.

J. Lessee's Authority. Lessee warrants that it has obtained all necessary authority through the official action of its officers and directors to enter into this Lease Agreement and to be bound by the terms thereof.

K. Binding Effect. This Lease Agreement shall be binding upon the parties, their successors, assigns, and legal representatives.

L. Estoppel Letters. Lessee shall, from time to time, upon not less than ten (10) days' written request from Lessor, execute, acknowledge and deliver to Lessor, or its designee, a written statement that this Lease Agreement is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified, listing the modifications), the dates to which the rent due and payable hereunder is paid, and whether or not to the best of Lessee's knowledge Lessor is in default hereunder (specifying the default, if any), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchasers of the Leased Premises.

M. Interpretation. This Lease Agreement shall be interpreted under and in accordance with the laws of the State of Florida. It is expressly understood that the laws of the State of Florida shall control over any term, covenant, agreement or provision of this Lease Agreement. It is further agreed that if any provision of this Lease Agreement is at variance with Florida law, either expressly or impliedly, then Florida law shall control over such specific term of this Lease Agreement.

N. Construction of Lease Agreement. This Lease Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being acknowledged that both Lessor and Lessee have substantially and materially contributed to the preparation hereof.

O. Attorneys Fees. In the event of any dispute or litigation arising under this Lease Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those at trial and upon appeal.

P. Venue. All actions or proceedings arising in connection with, out of, related to, or from this Lease Agreement shall be litigated in the State Court in Pinellas County, Florida having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed on the day and year first above written.

LESSOR:

CITY OF PINELLAS PARK, FLORIDA

By: _____
Bart Diebold, City Manager

ATTEST:

By: _____
Jennifer Carfagno, MMC, City Clerk

LESSEE:

**SR LANDSCAPING, LLC
d/b/a SUNRISE LANDSCAPE**

By: _____
Erik Sewell, Chief of Staff

WITNESS:

By: _____

**Elizabeth St. Pierre,
Community Services Manager**

Approved as to form and correctness:

By: _____

**Erica Augello, City Attorney
City of Pinellas Park**