



Flagler County, FL Bull Creek Restaurant Lease

July 14, 2025
Workshop

History



- Flagler County has entered a few lease agreements on this property, most recent was 10/3/2022, facility received Hurricane Damage in 11/2022.
- Timeline for Concessionaire
 - Initial Advertisement – June/July 2024
 - Amended Advertisement and Re-Bid – August/September 2024
 - Evaluate Proposals – October/November 2024
 - Met with Prospects – November 2024
 - Designed Kitchen Layout and Began Drafting Lease – January 2025



LEASE TERM HIGHLIGHTS

TERM

Initial Term – Five Years

Renewal Term – Two (2) Additional Five (5) Year Terms

RENT

Rent Payments - \$500/month plus applicable taxes

Annual Adjustment – Annually based on CPI

Utilities - \$100/month Reverse Osmosis Treatment

Other Utilities – Including Electric, Grease Trap Disposal, Communications and Other Services paid by Tenant

SECURITY DEPOSIT

\$1,500 – Equal to Three (3) Times the Monthly Rent

Rent Payments - \$500/month plus applicable taxes

USE

Restaurant and a Concession Operation for the sale of beverages, food items and sundries, camping and boating supplies, ice, and a secured propane tank exchange cabinet/cage.

May secure a 4COP (liquor license)

DAYS/HOURS OF OPERATION

Operational Hours, no earlier than 5am, and no later than 11pm

Minimum Hours of Operation

October 15 through March 15 – 6 days a week with 6-hours per day

March 16 through October 14 – 5 days a week with 4-hours per day

Holidays/Vacation

May be Closed for Thanksgiving, Christmas Eve and Christmas Day

And for one (1) Additional Week

REPAIRS & MAINTENANCE

Tenant is Responsible for ALL Maintenance and Repairs

Discussion



Feedback



Inquiries



Reservations



PROJECT: BULL CREEK CAMPGROUND

PROJECT OVERVIEW

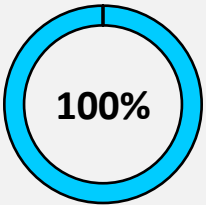
This project consists of the design and construction of a 4,000 sq. ft. restaurant facility with a screened porch, repairs to a seawall, installation of a floating dock, and relocation of a septic drain field.

PROJECT BENEFITS

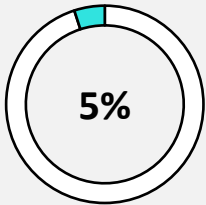
- This project will provide site improvements and the replacement of a facility that was affected due to flooding following a hurricane.
- Elevating the site with fill material will reduce the risk of future flood damage, protecting the building and reducing repair costs.
- A restaurant at the campground enhances the guest experience by providing convenient dining options and attracting more visitors. It offers campers a hassle-free alternative to cooking, fosters social engagement, and adds a unique amenity that sets the campground apart.



PROJECT STATUS

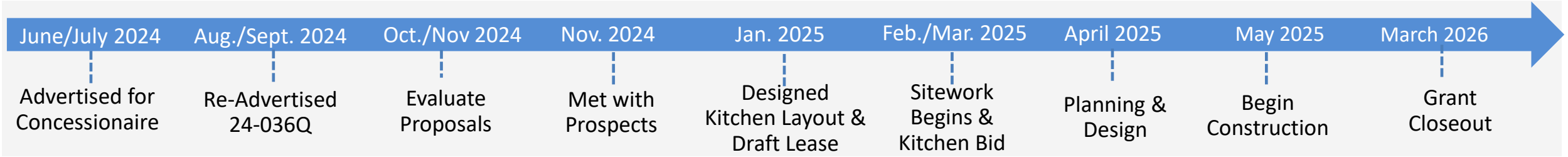
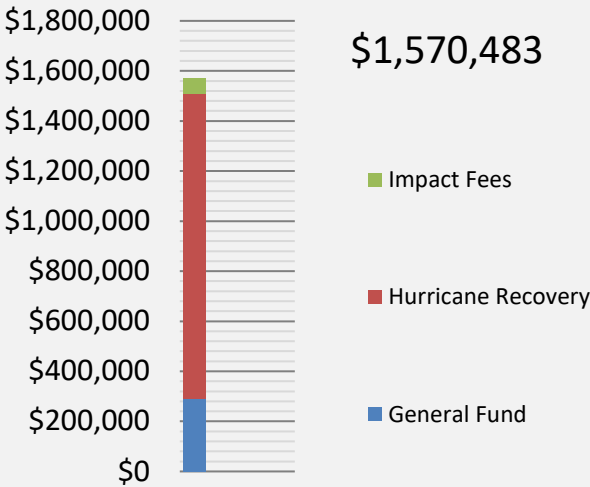


DESIGN



CONSTRUCTION

PROJECT BUDGET



Timeline for Remaining Construction Items

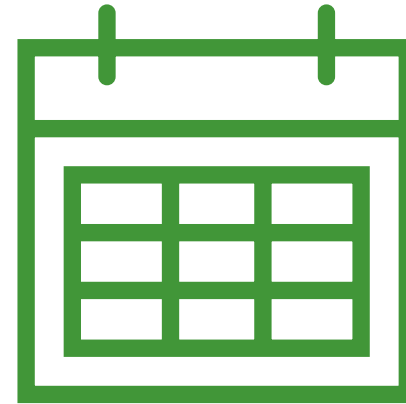
- **July 2025** – Form, Pour and Finish Concrete Pad/Foundation
- **July – September 2025** – Finish Site Work, Build Retention Area, Build Retaining Wall (Sheet Pilings) with Concrete Cap
- **August 2025** – Receive and Install Floating Docks, Remove Old Wooden Public Docks
- **September 2025** – Expected Delivery of Kitchen Conex, and Metal Building
- **TBD** – Install Septic & Drainfield, Install a New Well (on newly acquired property)
- **TBD** – Removal of Old Wood Dock on Southside (was part of the former upstairs apartment)
- **October 2025** – Building Erected and Start Buildout of Interior



Next Steps



Amend Lease Based on
Feedback and Input



Schedule for
Consideration/Approval



Flagler County, FL

Bull Creek Restaurant Lease

July 14, 2025
Workshop

**LEASE AGREEMENT BETWEEN
FLAGLER COUNTY, FLORIDA AND
BULL CREEK FISH CAMP, LLC**

This Lease Agreement ("Lease") is made by and between FLAGLER COUNTY, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., #2, Bunnell, Florida 32110, (the "Lessor"), and BULL CREEK FISH CAMP, LLC, a Florida limited liability company, whose business address is 3861 West County Road 2006, Bunnell, Florida 32110 (the "Lessee"), and in consideration of the mutual terms and conditions herein contained, the Lessor and Lessee (individually referred to hereinafter as the "Party" and collectively as the "Parties") agree as follows:

Section 1. Premises.

A. Leased Premises. The leased premises shall be the restaurant, comprised of an approximately 3,6004,896 square foot metal building with 2,4004,032 square feet under air (containing an approximately 960 square foot shipping container kitchen) together with an approximately 800-864 square foot screened-in covered patio ~~and an approximately 400 square foot partially enclosed covered patio~~ (collectively referred to hereinafter as the "Improvements"), at the facility commonly known as the Bull Creek Campground (the "Campground"), located at 3861 West County Road 2006, Bunnell, Florida, and as generally depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises"). The Campground, together with the boat ramp and dockage areas, neither of which shall be considered part of the Leased Premises, are collectively referred to hereinafter as the "Park."

B. Acceptance. Lessee will be given the opportunity to examine the condition of the Leased Premises once the Improvements described in Section 9(A) have been completed and notice has been provided by the General Services Director as contemplated by Section 3(A) to determine that the Leased Premises is acceptable for its intended and permitted uses. Upon occupancy of the Leased Premises, Lessee will be deemed to have waived any and all defects that may exist within the Leased Premises. Further, the Lessor shall not be responsible to Lessee, its officers, agents, employees, guests or invitees for any damage or injury caused by or due to the Leased Premises, or any appurtenance thereof, being improperly constructed or being out of repair.

Section 2. Use of the Leased Premises. Lessee shall use the Leased Premises solely for the operation of a retail business, which shall include: a restaurant and a concession operation for the sale of beverages, food items and sundries, camping and boating supplies, ice, and a secured outdoor propane tank exchange cabinet/cage, all of which shall be open to the public. No other product shall be sold or rented, and no other uses of the Leased Premises shall occur, without the prior written consent of the County Administrator.

All uses of the Leased Premises shall be properly permitted and fully licensed at Lessee's expense. All personnel shall be trained in proper food handling procedures and safety and health issues as required by the Florida Department of Health. Additionally, all personnel shall receive customer service training.

In no event shall the Leased Premises be used for any purpose which would constitute a public or private nuisance or waste, including but not limited to, outside storage which has not been approved as set forth herein, salvage or junk, repairs, or any use not specifically permitted herein. Further, the Lessee shall not permit any unlawful business or trade to be conducted at the Leased Premises that is contrary to applicable legal and zoning requirements. Additionally, Lessee shall not operate the Leased Premises in a manner that is deemed to be detrimental, in the sole discretion of the County Administrator, to the surrounding Park. Lessor shall have the right to terminate this Lease in accordance with the procedures set forth in Section 21 should Lessee utilize the Leased Premises in any manner inconsistent with the approved uses and in a manner different than as set forth herein.

A. Effective Date. This Lease shall become effective on the date of signature of the last party to sign this Lease (“Effective Date”).

C. Renewal Term. So long as Lessee is not in Default of any of the terms and conditions herein and has no payment arrearages, this Lease may be renewed for two (2) additional five (5) year terms (individually referred to hereinafter as the “Renewal Term” and collectively as the “Renewal Terms”). Lessor shall advise Lessee in writing in the event of a Default that results in an extinguishment of the right to automatic renewal of this Lease. Absent such notice, this Lease shall automatically renew unless the Lessee gives written notice of an election not to exercise this option at least one hundred and eighty (180) days prior to the expiration of this Lease. Such option shall thereafter be and become null and void and of no further force and effect. The Initial Term and the Renewal Term(s) shall be collectively referred to hereinafter as the “Term.”

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A. Rent Payments. Lessee shall pay the Lessor monthly rent, in the amount of \$500.00, plus applicable sales tax (the "Rent"), beginning on the first day of the first full month following the Occupancy Date. Thereafter, Rent payments shall be paid, in advance, on the first day of each calendar month.

B. Annual Adjustment. The amount of the monthly Rent payment payable herein shall be increased annually on August 1 of each succeeding year of this Lease, including any extended term of this Lease, beginning with August 1, 2026. The increase shall be in a percentage amount equal to the consumer price index (CPI) increase for the prior year, as published by the United States Bureau of Labor Statistics.

C. Utilities. In addition to the Rent payment specified above, Lessee agrees as follows:

1. **Potable Water - Reverse Osmosis Treatment System:** Lessee shall pay an additional \$100.00 per month toward the costs associated with the reverse osmosis system's maintenance, licensing, lab testing and chemicals. The \$100.00 payment shall be made at the same time and frequency as the Rent payment. The County shall be responsible for maintaining the system, including the well, pumps, treatment, and exterior water entry into the building, including the replacement thereof.

2. **Sanitary Sewer - Septic System:** The septic system and portions of the sanitary sewer service located exterior to the restaurant shall be provided and maintained by Lessor, to include replacement thereof. Lessor will replace the existing grease trap with grease traps or grease interceptors sufficiently sized to address the oil and grease to be produced by the Lessee's use of the Leased Premises, which Lessee shall be responsible for maintaining throughout the Term at Lessee's sole cost and expense. Lessee shall prevent the excessive introduction of oil and grease into the septic system, shall educate employees regarding the proper operation and maintenance of grease traps and interceptors, and shall educate employees, licensees, and invitees regarding the need to avoid disposing of improper items into the system. Lessee further agrees to only utilize those cleaning products which are labeled as "Septic Tank Safe" and to otherwise exercise best management practices with respect to the utilization of the septic system.

3. **Other.** Lessee, at its sole cost and expense, shall arrange for the installation and/or connection of all other required utilities, communications and other services that are needed by Lessee for Lessee's use of the Leased Premises. Lessee shall promptly pay all installation and monthly service charges for all other utilities, communications and other services furnished to, or consumed within, the Leased Premises, including but not limited to, electricity, heat, propane gas, telephone, cable, internet, janitorial, grounds maintenance, solid waste handling and removal, including garbage pickup and any use of commercial dumpsters, and all charges related to any of these services, including any required connection and/or usage fees. Amendments to the requirements set forth herein for the provision, payment and/or maintenance of utilities, communications and other services may be approved in writing by the County Administrator if, in his or her sole discretion, a determination is made that services can be more efficiently provided for in another manner and there is a mutual benefit to both Parties.

Section 5. Security Deposit. A security deposit in the amount of \$1,500.00 (equal to three (3) times the monthly Rent) is due upon execution of this Lease and shall be retained by Lessor as security for the faithful performance of the Lessee's obligations hereunder. This security deposit shall be forfeited upon Lessee's failure to perform all the terms, covenants, and conditions of this Lease, including any repair or maintenance responsibility. Lessor shall have the right, but not the obligation, to apply all or any part of the said deposit to cure any Default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the Term of this Lease, including any renewals thereof. Lessee's failure to pay Lessor a sufficient amount to restore the security deposit to the original sum deposited within ten (10) calendar days after receipt of demand therefore shall constitute a breach of this Lease. No interest shall be payable by Lessor to Lessee on the security deposit. Should Lessee comply with all of the terms, covenants, and conditions and promptly pay all of the rental installments as they become due, and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned to the Lessee at the end of the Term of this Lease after Lessee has vacated the Leased Premises and left it in a condition reasonably acceptable to Lessor, ordinary wear and tear excepted.

Section 6. Late Charge. Penalties for late payment of any amounts due pursuant to this Lease shall begin to accrue ten (10) calendar days after the payment is due and shall be assessed at the rate of five percent (5%) for each month the required payment is late until the arrearage is completely paid.

Section 7. Days/Hours of Operation. Lessee shall operate and be open during the following periods and, at a minimum for the following hours during the Term of this Lease, including any renewals thereof:

- October 15th through March 15th – six (6) days a week with six (6) hours per day
- March 16th through October 14th – five (5) days a week with four (4) hours per day

Lessee shall have the option to reduce this schedule upon written approval by the Director of General Services, provided such hours do not lessen by more than twenty-five percent (25%) overall.

During the required operation periods set forth herein, Lessee may be closed for Thanksgiving Day and December 24 and December 25, and for one additional week. Additional closures during the required operation periods may be approved by the General Services Director. Such closures shall be noticed to the public one week in advance, whenever possible.

For all other times outside the required operation periods set forth herein, Lessee shall have the right to exercise reasoned judgment based upon market conditions and experience to determine the actual number of hours and days to be open for business.

In any event, operational hours may not begin prior to 5:00 a.m. or extend beyond 11:00 p.m., without the prior written consent of the Director of General Services.

Section 8. Taxes. Lessee shall be responsible for the payment of any and all taxes levied or assessed upon any personal property, fixtures, and improvements, located on the Leased Premises

and owned by Lessee, sales taxes on goods sold, rented, or commissioned by Lessee on the Leased Premises, and all leasehold and possessory interest taxes levied or assessed by any taxing authority. Unless otherwise specified herein, the payment of the taxes described above shall be paid directly to the appropriate taxing authority by Lessee. Within ten (10) days of receipt of written demand of Lessor, the Lessee shall provide Lessor proof of payment of the taxes specified above, with the exception of the sales tax due on the Rent payments, which shall be remitted monthly along with each monthly rental payment when it becomes due.

Section 9. Improvements.

A. Prior to Possession. Lessor and Lessee acknowledge the Improvements, as defined in Section 1(A), must be erected on the Leased Premises. All work associated with the Improvements shall be performed by Lessor, at Lessor's sole cost and expense. All other items needed to allow the Lessee to utilize the Leased Premises for its intended use, other than the Improvements, shall be the sole responsibility of the Lessee to provide at the Lessee's sole cost and expense. As set forth in Section 3(A), possession of the Leased Premises by Lessee may not occur until the Improvements have been completed and written notice to Lessee has been received from the General Services Director that the Leased Premises is ready for occupancy.

B. Generally.

1. Upon possession of the Leased Premises, the Lessee shall, at its sole cost and expense, construct any additional changes, alterations or improvements that may be necessary for its use of the Leased Premises, from time to time. Lessor's approval for minor, nonstructural work not requiring permits shall be obtained from the General Services Director, in writing. For all other work, Lessee must obtain written approval from the County Administrator, prior to applying for any applicable and required permits.

2. Any permitted changes, alterations, or improvements to the Leased Premises are to be constructed and designed in accordance with the overall scheme for the main restaurant building and Park and in a workmanlike manner, and shall be constructed in compliance with applicable laws, rules, regulations and codes, and shall be subject to all applicable County review processes.

3. Any construction agreements entered into between Lessee and a general contractor or other contractor in privity with Lessee must provide that Lessor will not be liable for any work performed or to be performed for Lessee, nor shall Lessor be liable for any of the financial consideration or other obligations under such agreements.

4. Prior to Lessor's issuance of a building permit for any improvements, Lessor, in its sole discretion, may require Lessee to provide Lessor a form of security for Lessee's obligation to complete construction of the improvements.

5. Any and all furnishings, inventory, and/or personal property belonging to, or brought onto the Leased Premises by, Lessee or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Lessee. Lessee may place and install trade fixtures and other personal property on the Leased Premises for use in connection with its operations hereunder.

Lessee shall, however, be responsible for the cost of repairing any damage to the Leased Premises or any other improvements which are caused by the removal of any such trade fixtures and personal property.

6. Any replacement of existing equipment, fixtures, furnishing and other attachments shall be replaced with the same or better quality and immediately become the property of the Lessor. Additionally, any other equipment, fixtures, furnishings, and other attachments that become an integral part of the building, systems and property shall become property of the Lessor.

Section 10. Liens. It is mutually agreed that no portion of Lessor's interest in the Leased Premises may be subject to liens of any nature arising by reason of any act or omission of the Lessee or any person claiming under, by or through the Lessee, including but not limited to, mortgage liens, mechanics' and materialmen's liens. If, because of the Lessee's act or omission, any construction lien, claim of lien, or professional lien is filed pursuant to Florida Chapter 713 or any successor law against Lessor on any portion of the Leased Premises, or in the event any other type of lien is filed against Lessor on any portion of the Leased Premises, the Lessee shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of the County's written notice.

Section 11. Repairs and Maintenance.

A. Generally.

1. Lessee, at its own cost and expense, shall keep all buildings, structures, improvements, equipment, fixtures, furnishings and other property installed on the Leased Premises in a safe, clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence.

2. Lessee shall be responsible for maintenance and for making repairs to all portions of the Leased Premises during the Term of this Lease including, but not limited to, plumbing, electrical, heating and cooling systems, structural components including the building exteriors and roof, parking area and grounds, and all food service and food preparation equipment and grease traps. Replacement of any components of these systems shall be subject to approval by the General Services Director prior to any replacement and shall become the property of the Lessor upon replacement. Approvals of these replacements shall be prompt and not unreasonably withheld.

3. Lessee shall use all reasonable precaution to prevent waste, damage, or injury to the Leased Premises. Should Lessee fail to keep and maintain the Leased Premises in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage, or injury to the Leased Premises, Lessee shall be deemed to be in Default, pursuant to Section 21.

4. Lessee, at its own cost and expense, shall be responsible for the removal of all garbage, trash, rubbish or other refuse from the Leased Premises.

5. Lessee shall be responsible for all internal pest treatment and management for structures under Lessee control. Lessor shall manage all external pest control.

B. Maintenance By Default. In the event Lessee is provided notice of a breach of its duty to maintain and fails to cure the breach within the specified time period, Lessor shall have the option in its sole discretion to perform the maintenance and to recover such costs from Lessee. Lessee shall promptly pay or reimburse Lessor for the cost of any and all maintenance, replacement, and repair that may be required to restore the Leased Premises and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Lessee or any of its officers, employees, agents, invitees, or licensees, or which otherwise results from Lessee's use or occupancy of the Leased Premises, reasonable use and wear excepted. Lessor shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Leased Premises and the improvements, fixtures, equipment, and mechanical systems located therein, and the term of this Lease shall not be extended nor shall there be any abatement of the sums payable to Lessor hereunder by reason thereof. Lessee shall promptly pay or reimburse Lessor for the cost to Lessor of any and all maintenance, replacement, and repair that may be required to restore the Leased Premises and any of its improvements, fixtures, equipment, and mechanical systems as a result of the neglect of, or loss or damage caused by, Lessee or any of its officers, employees, agents, invitees, or licensees, or which otherwise results from Lessee's use or occupancy of the Leased Premises. Any sums not paid by Lessee within thirty (30) days from the date of the Lessor's invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to Lessor by Lessee and shall be treated under the same provisions as are applicable to delinquent Rent payments. Further, the performance of maintenance and repair by Lessor shall in no event be construed as a waiver of Lessee's duty to maintain and repair as herein provided.

C. County's Right to Enter. Lessor and its designated agents shall have the right to enter the Leased Premises at any reasonable time upon reasonable notice for inspection, maintenance, repair, attending to emergencies, or any other lawful purpose. In emergency situations, where loss or damage to the Leased Premises is occurring or imminent, Lessor may enter any portion of the Leased Premises for the purpose of controlling the emergency situation.

Section 12. Compliance with Laws. Lessee shall, at its own cost and expense, comply with all applicable federal, state and local laws, and rules and regulations pertaining to Lessee's use of the Leased Premises, as they may be amended from time to time, including, without limitation, any seating and vehicular parking capacity limitations imposed by the sanitary sewer system serving the Leased Premises.

Section 13. Peaceful Possession and Quiet Enjoyment. As long as Lessee fully complies with the terms, conditions, and covenants of this Lease, Lessor agrees that Lessee shall peaceably have, hold, and enjoy the Leased Premises during the term of the Lease to the extent possible with a public park facility and the special events that will occur at the Park from time to time.

Section 14. Prohibited Activities. The following operations, activities, and uses are specifically prohibited on the Leased Premises:

A. The keeping or storage of flammable liquids inside the Leased Premises, except for propane used for cooking.

B. The keeping or storage of corrosive or poisonous chemicals or chemical compounds

other than normal household and concession cleaning supplies. No corrosive or poisonous chemicals or chemical compounds other than normal household and concession cleaning supplies shall be stored, handled, or dispensed in any manner.

C. Any improvements to or use of the Leased Premises that unreasonably interferes with the use or enjoyment of adjacent or nearby properties leased to other tenants by Lessor.

D. Any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of the Park or would otherwise constitute a nuisance or hazard to the public.

E. The use of the Leased Premises in violation of any applicable federal, state or local law or regulation.

F. The dumping, storage, disposal, or incineration of junk, sewage, garbage, or refuse.

G. Smelting.

H. The storage of any motor vehicles, equipment, or machinery not directly used by Lessee in its operations on the Leased Premises.

I. The keeping of animals of any kind, except service animals, on the Leased Premises.

Section 15. Assignment or Subletting. Lessee may not sublet all or any part of the Leased Premises or assign this Lease without the express written consent of the Lessor, which may be withheld. Any approved assignment or sublease shall incorporate and be subject to all of the provisions in this Lease. No assignment or sublease shall relieve the Lessee of its obligation to pay the Rent provided for in this Lease in the event of a default by the sublessee or assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment or sublease not less than sixty (60) calendar days prior to its proposed execution and Lessor shall send Lessee notice of its consent or refusal to consent not less than thirty (30) calendar days thereafter. The Lessor may require any approved sublessee or assignees to post an additional security deposit in such sum as the Lessor may in its absolute discretion deem appropriate as a condition to approving any such sublease or assignment. In addition, the Lessor reserves the right to require additional information and investigate any assignee or sublessee. Additional terms and conditions of the lease may be required related to any approval of any assignment or sublease.

Section 16. Insurance, Indemnity and Hold Harmless. Lessee shall indemnify and hold harmless Lessor against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees, paralegal fees, expert witness fees, consultant fees and any other litigation expense of any kind or nature, including those incurred on appeal and in determining the right to or the amount of attorneys' fees, arising out of or in any way connected with the use, occupancy, management, or control of the Leased Premises, or the act or omission of Lessee or its agents, servants, employees, customers, patrons, or invitees, whether on the Leased Premises or elsewhere.

Lessee shall at its own expense procure and maintain liability insurance in a form acceptable to the

County Administrator and/or Purchasing Manager from an insurer authorized to do business in Florida. This insurance shall have a minimum limit of liability of \$1,000,000 combined single limit for bodily injury, property damage, premises, and operations liability including food liability and liquor law legal liability. All policies shall cover all uses and activities conducted by the Lessee on the Leased Premises.

Lessee shall at its own expense procure and maintain insurance sufficient to repair or replace the Leased Premises and any fixtures or contents belonging to the Lessor which are damaged as a result of the acts of Lessee, its employees, agents, guests, or invitees, or by any failure of Lessee to perform its obligations hereunder.

All insurance policies, certificates, and renewals shall be delivered to and held by Lessor. All policies shall be endorsed and shall list Flagler County as an additional insured.

The above indemnity provisions shall not apply to damage or liability brought on by a natural disaster, Act of God, or other event beyond the control of the Lessee and not related to its operations on the Leased Premises.

Section 17. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee, or its agents, representatives, invitees, or employees, or any other person, for injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue caused by any third persons in the maintenance, construction, or operations within the Leased Premises, its appurtenances, facilities, or equipment, or caused by any third persons using the Leased Premises or its appurtenances, facilities, and equipment, whether the injury, death, or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all other persons.

Section 18. Lease Not a Joint Venture. Nothing contained in this Lease is intended to or shall be construed in any way as creating or establishing the relationship of partners or a joint venture between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 19. Exclusivity. Lessee shall have the exclusive right to sell food items and sundries and items as described in Section 2. Notwithstanding any provisions contained herein to the contrary, Lessor reserves the right to contract with additional vendors if, in the sole discretion of the County Administrator, such services are needed for special events, declared emergencies, or in the event the Lessee is not otherwise providing services in an adequate manner to meet the needs of the public at the Park. The public and organizations that rent/use the Park shall have the right to continue to bring their food, beverages, bait, and other supplies into the Park. Fishing guides and canoe/kayak tour operators may operate throughout the Park. The Lessor also reserves the right to add additional vendors (Lessees) that do not directly conflict with the exclusive rights above.

Section 20. Defaults. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a Default to the greatest extent allowed by law:

A. The failure by Lessee to occupy the Leased Premises on or before the sixtieth (60th) day from the date written notice has been provided as contemplated by Section 3(A).

B. The failure by Lessee to pay Lessor any sum provided for herein when due. Lessee shall be given thirty (30) days' written notice within which to cure this breach.

C. In the event that Lessee becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the filing of insolvency, reorganization, or arrangement of bankruptcy, or the interest of Lessee in the Leased Premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person or entity because of the insolvency of Lessee, or a receiver or trustee is appointed for Lessee.

D. If the Lessee vacates or abandons the Leased Premises, or permits the Leased Premises to remain vacant or abandoned for a period of thirty (30) calendar days or more, regardless of whether or not Rent payments are current.

E. If the Lessee is convicted of any felony, or second or third degree misdemeanor, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere. "Conviction" for purposes of this Lease shall be as defined in Florida Statutes, as amended from time to time.

F. Failure of Lessee to perform or comply with any covenant or condition made under this Lease, which failure is not cured within sixty (60) days from the date of Lessor's written notice stating the noncompliance shall constitute a Default (other than those covenants for which a different cure period is provided), whereby Lessor may, at its option, terminate this Lease by giving Lessee thirty (30) days' written notice unless the Default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by Lessor as being reasonably required to correct such Default). However, the occurrence of any of the events set forth above shall constitute a material breach and Default by Lessee, and this Lease may be immediately terminated by Lessor except to the extent then prohibited by law.

Section 21. Remedies for Default. In the event of a Default, Lessor shall have the following remedies:

A. **Repossession by Lessor.** Upon Default by Lessee, Lessee's right to possession of the Leased Premises shall terminate without further notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants Lessor full and free license to enter the Leased Premises to take possession of the Leased Premises in any lawful manner and to expel Lessee.

B. **Damages.** In addition to terminating this Lease and retaking possession of the Leased Premises, Lessor may recover all damages and Rent accrued or accruing under this Lease or arising out of any breach of this Lease. Lessor may resume possession of the Leased Premises for its own account and recover from Lessee the total Rent due under this Lease for the remainder of the term, reduced to present value, or Lessor may resume possession of the Leased Premises and at its option re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any Rent becomes due under this Lease, the difference between the Rent specified in this Lease and the Rent received upon the re-renting of the Leased Premises.

of a Default, Lessee agrees to surrender and yield possession of the Leased Premises, together with all improvements and fixtures, to Lessor peacefully and without notice, free and clear of all debts, mortgages, encumbrances, and liens. It shall be lawful for Lessor to re-enter and to repossess the Leased Premises, together with all improvements and fixtures, without further process of law.

B. The improvements and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and Lessee agrees to reimburse Lessor for the cost of any alterations, replacement, repairs, or cleaning required to restore the same to such condition.

C. Lessee may remove furnishings, inventory, personal property, and any improvements not a part of any structure upon the expiration or termination of this Lease if the removal can be done in a manner that does not injure or damage the Leased Premises. If the Lessee fails to remove such furnishings, inventory, personal property, and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of Lessor's written notice, whichever is later, Lessor may remove and dispose of any furnishings, inventory, personal property, and improvements not removed by Lessee. In that case, Lessee is deemed by this Lease to have sold, assigned, and transferred to Lessor all of Lessee's right, title and interest in the furnishings, inventory, personal property, and improvements not removed by Lessee.

D. The Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

Section 25. Holding Over. It is agreed that if Lessee, or any assignee or sublessee thereof, shall continue to occupy the Leased Premises after any expiration or termination of this Lease without the prior written consent of Lessor, then such tenancy shall be a tenancy-at-sufferance, Lessor shall be entitled to double the monthly Rent specified in Section 4(A) hereof, and acceptance by Lessor of any sums after any such expiration or termination shall not constitute a renewal of this Lease or a consent to such occupancy, nor shall it waive Lessor's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Lease.

Section 26. Costs and Attorneys' Fees. In the event that Lessor uses the services of an attorney to collect any sums due hereunder from Lessee or to pursue any remedies or resolution related to a default hereunder, or in the event Lessor is the prevailing party in any action to enforce any provision of this Lease, or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, including any bankruptcy or bankruptcy appeals and any proceedings relative to the entitlement to or amount of attorneys' fees to be awarded, Lessee shall reimburse Lessor for all reasonable costs, attorneys' fees and all other actual expenses incurred by Lessor, whether Lessor uses in-house or contracted counsel, in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Section 27. Signs. Lessee shall be permitted to install up to two (2) signs on the restaurant, one (1) sign at the main entranceway to the concession, and one (1) sign by the water way, all subject to the written approval of the County Administrator as to design, appearance and location, and in compliance with Article VII of the Flagler County Land Development Code, as amended from time

to time, and all other rules and regulations. The design, permitting, installation and maintenance of any sign shall be at the sole expense of Lessee and shall substantially follow the conceptual theme and style of existing and/or planned signage for the Park.

Section 28. Radon. As required by Florida law, the County hereby includes the following notifications as part of this Lease:

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 health department.

Section 29. Effect on Prior Agreements. This Lease contains the entire agreement between the Parties with respect to its subject matter and negotiations relating to its subject matter. This Lease supersedes all prior agreements, if any, between the Parties regarding the leasing of the Leased Premises and, as of the date of this Lease, those prior agreements shall be of no force or effect. Notwithstanding the foregoing, the Parties acknowledge that this Lease is being entered into following a competitive bidding process identified as Request for Proposal (RFP) Number 24-036Q. All bid documents issued as part of that process shall be deemed incorporated into this Lease, including but not limited to Exhibit 1 titled Scope of Work (the "Bid Documents"). To the extent there are any conflicts between this Lease and the Bid Documents, this Lease shall control.

Section 30. Jurisdiction and Venue. The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Lease shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

Section 31. Short Form of Lease. Either party may prepare for execution a short form of this Lease for recording in the public records. The costs of recording the short form Lease shall be paid by the party desiring to record the short form.

Section 32. Amendments to Lease. This Lease may be amended only by written instrument executed with the same formalities as this Lease.

Section 33. Sums Paid by Lessor. If Lessor has paid any sum or sums or has incurred any obligation or expense which the Lessee has agreed to pay or reimburse Lessor for, or if Lessor is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Lessee to perform or fulfill any of the terms or conditions of this Lease, then the same shall be deemed additional Rent due hereunder and Lessee shall reimburse Lessor therefore promptly upon demand. Any unpaid sums shall be treated under the same provisions as are applicable to delinquent Rent.

Section 34. Parties. Except as otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, successors, administrators, and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this

Lease as a third party beneficiary or otherwise.

Section 35. Sovereign Immunity. Nothing in this Lease shall abrogate or waive the County's Sovereign Immunity or the provisions and monetary limitations of Section 768.28, Florida Statutes.

Section 36. Brokerage Commissions. Unless expressly provided otherwise herein, Lessee warrants that no real estate commission is payable by Lessor to any person or entity in connection with this Lease, and Lessee does hereby agree to indemnify, defend, and hold completely harmless Lessor from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Lessor as a result of any claims therefore.

Section 37. Force Majeure. If either the Lessor or the Lessee is delayed or prevented from completing the performance of any obligation under this Lease by reason of accident, fire, Act of God, pandemic, epidemic, or other event resulting from a public health crisis, public enemy, injunction, riot, strike, lockout, insurrection, war, court order, requisition or order of governmental body or authority, or inability to procure labor or materials from normally available sources, or by any other cause without its fault and beyond its responsible control, except financial inability, then completion or performance shall be excused for the period of the delay and the date for completion shall be extended for a reasonable period after the end of the delay. Notwithstanding anything to the contrary herein, if an event of force majeure results in damage to the Leased Premises and the damage exceeds fifty percent (50%) of the value of the Leased Premises, then Lessor, in its sole discretion, may terminate this Agreement upon not less than fifteen (15) days' written notice to Lessee.

Section 38. Severability. If any provisions of this Lease shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 39. Drug Free Workplace Program. Lessee agrees to implement and maintain a Drug Free Workplace Program.

Section 40. Non-Discrimination. Lessee agrees to ensure that there will be no discrimination against any employee or person served because of race, color, religious background, ancestry or national origin in its performance of this Lease.

Section 41. Waiver of Jury Trial. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Lease or the transactions contemplated hereby.

Section 42. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

[This space intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the Parties have caused this Lease to be duly executed, the day and year last written below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

Date: _____

ATTEST:

Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO LEGAL FORM:

Sarah E. Spector, Assistant County Attorney

[This space intentionally left blank; signature page to follow.]

WITNESSES:

BULL CREEK FISH CAMP, LLC
A Florida limited liability company

Witness 1 Signature

Witness 1 Printed Name
Address:

By: _____
Jessica M. Norton-Henry, President

Witness 2 Signature

Witness 2 Printed Name
Address:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by
means of [] physical presence or [] remote notarization, by Jessica M. Norton-Henry, the
President of Bull Creek Fish Camp, LLC, on behalf of the limited liability company. She ____ is
personally known to me or ____ has produced a driver's license as identification.

NOTARY PUBLIC

Print Name