

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Bill Read, Chairman
Commissioner Justin Troller
Commissioner Phillip Walker

FROM: City Attorney's Office

DATE: December 17, 2018

RE: **Lease Agreement with Project Redfish, LLC for the Development of a Food Truck Park at 802 N. Massachusetts Avenue**

Attached for your consideration is a Lease Agreement between the Community Redevelopment Agency (CRA) and Project Redfish, LLC for the lease of 802 N. Massachusetts Avenue to Project Redfish for the development of a food truck park. The subject property is a 0.56-acre parcel located at the northwest corner of N. Massachusetts Avenue and E. Parker Street, immediately south of Mass Market. The property was formerly a used auto sales lot with a small structure that will be demolished as part of the project in favor of redeveloping the site with a new 2,500+/- square foot building and more favorable site layout.

The CRA Advisory Board approved the concept of a food truck park on the property in April 2018 as well as lease negotiations with Tampa Bay Food Trucks. The original concept and budget were challenged by rising construction costs and the proposed tenant was not able to contribute sufficient sums towards construction costs. In October 2018, the CRA Advisory Board reconsidered tenant proposals and directed staff to begin lease negotiations with another entity with a similar concept and an increased private contribution. The result is the attached proposed lease with Project Redfish.

The development on the property will be known as "The Yard on Mass" and will be home to food trucks, craft beer and public events in a "backyard" setting. The project team includes a group of Lakeland natives with previous experience with a similar concept. Their first location in Boulder, Colorado, called The Rayback Collective, has seen strong financial performance since opening in 2016. This would be their second location and is expected to complement the Mass Market development.

Material terms of the attached Lease Agreement are the following:

- Initial term will be for three (3) years. The lease term will begin running on the date the building to be constructed on the property receives a certificate of occupancy.

- The CRA will demolish the existing structure on the property, grade the site in preparation for construction and procure the services of an architect to prepare site improvement and building construction plans.
- The CRA will provide a cash contribution of \$250,000 to Lessee for the overall project. The CRA's contribution will be reduced by all fees and costs the CRA pays to the architect for site improvement and building construction plans and any permitting or construction oversight services.
- Lessee will construct a 2,500 – 2,600 square foot building with related site improvements to accommodate a food truck park, bar, ADA-accessible restrooms and indoor/outdoor multi-purpose space.
- Lessee will have a right-of-first refusal to purchase the property and improvements during the lease term.
- Either party may opt out of the lease at the end of the initial term, failing which the lease will renew for an additional three (3) year term.
- The CRA will retain ownership of the property and improvements upon expiration of the lease absent a purchase of the property by Lessee or a third party.
- Lessee will provide a nonrefundable deposit of \$1,000.00 upon execution of the lease.
- The first six months of the lease will be rent-free.
- Rent for the remaining portion of the first year of the lease will be based upon an annual base rent of \$6.00 per square foot of the building to be constructed on the property. Based upon a 2,500 square foot building, base annual rent would be \$15,000.
- Annual base rent will increase by 5% each year of the lease term.
- Lessee will use the property solely for food and beverage vending and indoor/outdoor performance and event space. Lessee will host a minimum of 12 public events on the property annually.
- Lessee will be responsible for all maintenance costs, utilities and property taxes.

It is recommended that the City Commission, acting as the City's Community Redevelopment Agency, approve the attached Lease Agreement with Project Redfish, LLC for the development of a food truck park at 802 N. Massachusetts Avenue, and authorize all appropriate CRA officials to execute the Lease Agreement.

Attachments

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") is made and entered into this ___ day of _____, 2018, by and between the **Lakeland Community Redevelopment Agency**, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("LESSOR"), and Project Redfish, LLC, a Florida limited liability company, whose principal address is 903 Summerfield Drive, Lakeland, FL 33803 ("LESSEE"). For and in consideration of the lease payments to be made hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. Leased Property. LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR, that certain real property, the street address of which is 802 N. Massachusetts Avenue, Lakeland, Florida, as more particularly described in **Exhibit "A"** attached hereto, together with the building, structures and/or improvements located (or to be located) on the land, and all easements, rights and privileges appurtenant thereto (collectively, the "Property"). LESSEE agrees to accept the Property "as is," with the exception that LESSOR must first complete LESSOR's commitments as set forth on Exhibit B hereto, and LESSOR makes no representations or warranties as to the fitness or suitability of the Property for LESSEE's intended uses. This Lease does not include the right to utilize any shared parking facilities owned by LESSOR on other property. LESSEE must execute a separate shared parking agreement with LESSOR in order to secure parking rights in shared parking facilities on other LESSOR property.

2. Lease Term; Initial Term. Although this Lease shall be effective upon full execution by LESSOR and LESSEE, the initial term of this Lease (the "Initial Term") shall commence on the Term Commencement Date (as hereinafter defined), and expire at 11:59 p.m. on the day immediately preceding the third anniversary of the Term Commencement Date; provided, however, if such anniversary or expiration date is other than the last day of a calendar month, then such anniversary or expiration date shall be deemed to be 11:59 p.m. on the last day of the calendar month in which such anniversary or expiration date occurs. The "Term Commencement Date" is the date on which the building to be constructed on the Property as described in Exhibits B and C receives a certificate of occupancy.

3. Deposit; Rent. LESSEE will pay to LESSOR a non-refundable deposit of One Thousand Dollars (\$1,000.00) upon the execution of this Lease. No rent will be assessed for the first six (6) months of the Initial Term. Base annual rent for the remaining portion of the first year of the Initial Term will be \$6 per square foot of the building to be constructed upon the Property pursuant to this Lease Agreement. Annual base rent will increase each year of the Lease by 5%, including during the Renewal Term. Payments of rent by LESSEE shall be made monthly in advance on or before the first day of each month.

4. Renewal Term. Provided LESSEE is not in default of the terms of this Lease and either party does not provide written notice of its intention not to renew this Lease at least one hundred twenty (120) days prior to the end of the Initial Term, this Lease shall automatically renew for an additional three-year term (the "Renewal Term"). The Initial Term and Renewal Term are collectively referred to herein as the "Term." Rent for each year of the Renewal Term shall increase by 5% above the rent for the immediately preceding year of this Lease. In the event this Lease is not renewed, LESSEE shall, prior to the expiration of the Initial Term, at its sole expense, remove its personal property from the

Property, and return the Property to substantially the same condition which existed upon completion of the Lessee Commitments, reasonable wear and tear excepted. LESSOR shall retain ownership of the building to be constructed upon the Property pursuant to Exhibits B and C upon the expiration or termination of this Lease.

5. Right of First Refusal. LESSOR grants LESSEE a right of first refusal to purchase the Property during the Term of this Lease. LESSOR will notify LESSEE in writing of any offer or expression of interest from any third party to purchase all or any portion of the Property. If LESSOR receives an offer by any third party to acquire all or any portion of the Property on terms that are acceptable to LESSOR, it promptly will provide such offer to LESSEE. LESSEE will have 30 days from receipt of such offer to commit, in a legally binding writing, to purchase the portion of the Property covered by such offer on terms substantially identical to the terms offered; provided, however, that if the offer is for less than all of the Property, LESSEE may offer to purchase the entire Property on terms substantially identical to the offered terms, adjusted as appropriate to account for LESSEE's purchase of the entire Property. If LESSEE fails timely to deliver a written commitment to purchase, LESSOR may accept the offer and proceed with a sale of the Property on the terms offered to LESSEE. If there are any changes in the offered terms or the proposed transaction fails to close, LESSEE will again have a right of first refusal as provided above. LESSEE may record a notice of this right in the Public Records of Polk County, Florida. Regardless of whether LESSEE does so, LESSOR will inform all parties expressing any interest in the Property of LESSEE'S right of first refusal. Nothing herein shall require LESSOR to sell the Property to LESSEE or a third party on terms and conditions that LESSOR, in its sole discretion, does not find to be acceptable. LESSOR shall at all times have the discretion to retain ownership of the Property.

6. Late Payment. In the event that any payment of rent or any other charge required to be paid by LESSEE under the provisions of this Lease shall not be paid within ten (10) days of the due date, LESSEE shall pay to LESSOR a late charge of five (5%) percent of such past due payment.

7. Use of Property. Unless LESSOR agrees otherwise in writing, LESSEE shall use the Property solely for food and beverage vending, and indoor and outdoor performance and event space ("Intended Use"). LESSEE shall host a minimum of twelve (12) separate public events on the Property annually. For purposes of this Lease, "public events" shall mean any event open to the general public with some special feature or entertainment provided. LESSOR agrees to diligently proceed with plans and approvals for land, building and site improvements as defined in Exhibit "B," attached hereto. LESSEE shall obtain the written consent of LESSOR prior to making any alterations to the Property, outside of the Lessee Commitments referenced in Exhibit "C," attached hereto. LESSEE shall obtain the written consent of LESSOR prior to using any common space appurtenant to the Property for purposes other than those purposes customarily incident to the lease of property, such as parking, ingress-egress or solid waste disposal.

8. Property Maintenance, Management and Repair.

(a) Management. The LESSEE shall manage the maintenance and repair of the Property and all such costs associated therewith shall be paid by the LESSEE, including all utilities, property taxes and property insurance.

(b) Repairs and Maintenance. LESSEE shall, at all times during the term of this Lease, at its own cost and expense, keep and maintain in good order and condition the building and all improvements on the Property and make all repairs thereto, and shall use all reasonable precaution to prevent waste, damage or injury to persons or property. It is expressly agreed that the LESSEE shall not be responsible

for any publicly owned or maintained improvements on or near the premises except as specifically provided herein. The LESSEE covenants to maintain the Property in a commercially reasonable condition and it is the intent of the parties that the LESSEE shall be responsible for all maintenance and repairs of the Property and improvements thereon and that the LESSOR shall have no responsibility to repair or maintain the Property. LESSEE shall have no obligation to maintain the sidewalks or curbs, or rights-of-way surrounding the Property.

(c) Alterations. Subject to the approval right granted to LESSOR in the following section, LESSEE shall have the right to make alterations or improvements to the Property. Any such improvements, unless removed by LESSEE as provided above, upon the expiration or termination of this Lease, shall become the property of the LESSOR free and clear of any claim or lien, unless the right of first refusal provided for herein is exercised by LESSEE.

(d) Plans and Specifications. Copies of the plans and specifications for the construction of structures or other improvements upon the Property, including the site plan therefor, shall be delivered to the LESSEE prior to commencement of construction. LESSEE agrees to comply with all applicable codes, ordinances, statutes, or regulations of any authority having jurisdiction in the design and construction of improvements or operation of the use to be conducted on the Property. LESSOR shall have the right to approve any modifications to the Property. LESSEE shall not permit the creation of any liens for improvements, repairs, labor or materials to be imposed on the Property and in the event such lien shall be filed, shall at its own cost and expense, cause the same to be cancelled and discharged of record within thirty (30) days after notice of filing thereof.

9. Damage to Property by Fire or Other Casualty.

(a) In the event that the Property is totally destroyed or damaged by fire or other casualty and, in the reasonable judgment of either party, the same cannot be repaired or restored within one hundred eighty (180) days, then LESSOR or LESSEE may terminate this Lease by written notice to the other party within thirty (30) days after the casualty, and the rent shall abate as of the date of casualty for the balance of the Term. If LESSOR or LESSEE do not exercise said termination right within the thirty (30) day time period specified above, then LESSOR shall promptly and diligently pursue the repair and restoration of the Property upon the receipt of sufficient insurance proceeds to effect such repair and restoration and rent shall be abated until the Property has been repaired to substantially the same condition as existing prior to the casualty. LESSOR shall have no obligation to undertake the repair or restoration of the Property if adequate insurance proceeds are not available to complete such repair or restoration and either party may terminate this Lease in such event.

(b) If the damage caused as above is only partial and such that the Property, in LESSOR's reasonable judgment, can be restored within one hundred eighty (180) days, then LESSOR shall restore the same (excluding fixtures and improvements owned by LESSEE) upon the receipt of sufficient insurance proceeds to effect such repair and restoration. Rent shall abate in such proportion as the Property has been damaged until the Property has been repaired to substantially the same condition as existing prior to the casualty. LESSOR shall have no obligation to undertake the repair or restoration of the Property if adequate insurance proceeds are not available to complete such repair or restoration and either party may terminate this Lease in such event.

(c) Notwithstanding Subparagraphs 9(a) and (b) above, in the event LESSEE is determined to be responsible for damage to the Property by fire or other casualty, then LESSEE shall reimburse

LESSOR for all costs and expenses incurred by LESSOR to repair or replace the Property (but only to the extent such amounts are not covered under any insurance required to be carried by LESSEE).

10. Default; Remedies. In the event either party is in material breach of any condition of this Lease, the other party shall provide written notice of such breach, which notice shall specify the nature of the breach and provide thirty (30) days after receipt of such notice in which to cure the breach. If the breaching party fails to cure the breach within said thirty-day period of time, then the breaching party shall be considered in default of this Lease and the non-breaching party may, at its option, terminate this Lease or continue this Lease and seek legal or equitable remedies with respect to such breach. If the non-breaching party elects to terminate this Lease, it will provide 60-day written notice to the breaching party prior to the effective date of termination. Each party's right to terminate hereunder shall not preclude a party from seeking any other remedy at law or equity which such party, in its sole discretion, may choose to pursue in order to be made whole; provided, LESSOR agrees to use its reasonable efforts to mitigate LESSEE's damages from and after any termination.

11. Mechanic's Liens Prohibited. LESSEE shall not permit or suffer any mechanic's lien to be filed against the Property by reason of work, labor, services or materials performed or furnished to LESSEE or anyone holding the Property, or any part thereof, through or under LESSEE. If any such mechanic's lien shall at any time be filed against the Property, LESSEE shall, at LESSEE's cost, within thirty (30) days after written notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. Notwithstanding the foregoing, LESSEE shall not be liable for any mechanic's liens for work done by or on behalf of LESSOR at LESSOR's expense.

12. 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 the Polk County Health Department.

13. Insurance. LESSEE shall procure and maintain policies of insurance in such amounts and coverages with insurers with AM Best ratings no less than A-, as set forth below. Except for Workers' Compensation, all such policies shall list the Lakeland Community Redevelopment Agency as an additional insured:

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the LESSEE and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the LESSEE's employees, or damage to property of the LESSOR or others, arising out of any act or omission of the LESSEE or its agents, employees, guests, invitees, contractors or subcontractors, and shall be inclusive of property damage resulting from explosion, collapse or underground (XCU) exposures. This policy shall also include protections against claims insured by usual personal injury liability coverage, and shall insure the contractual liability assumed by the LESSEE under the article entitled Indemnification.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000
Property Damage	Combined
occurrence	single limit each

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limit each employee. ("All States" endorsement is required where applicable). If exempt from Workers' Compensation coverage, as defined in Florida Statute 440, the LESSEE will provide a copy of the State Workers' Compensation exemption. All Subcontractors shall be required to maintain Workers' Compensation.

LESSOR will provide owners insurance on the Property and building to be constructed upon the Property with limits equal to the full replacement cost and insuring against all perils as are customary for property owners in the Lakeland, FL area.

14. Indemnification. To the extent permitted by law, LESSEE agrees to defend, indemnify and hold harmless LESSOR, its officers, employees and agents, from and against any and all claims, losses, liabilities, penalties and expenses, including reasonable attorney's fees and costs, incurred by LESSOR as a result of LESSEE's use or occupancy of the Property, or the use or occupancy of the Property by LESSEE's employees, agents, subtenants, guests, invitees, or any other persons for whose actions LESSEE is responsible. To the extent permitted by law, LESSOR shall indemnify, defend and hold LESSEE harmless from and against any claim of damage to person or property arising out of LESSOR's negligence or intentional misconduct. Nothing herein shall be construed as a waiver of the defense of sovereign immunity by LESSOR and LESSOR's obligations under this Paragraph shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. The provisions of this Paragraph 14 shall survive the termination or expiration of this Lease with respect to any claims or liability occurring prior to such termination or expiration.

15. Assignment. LESSEE may not assign its rights or delegate its duties under this Lease without the express written consent of LESSOR, which consent shall not be unreasonably withheld.

16. Waiver. The failure of either party to insist upon the strict performance of any term or condition contained in this Lease shall not be construed as a waiver of such party's right to insist upon the strict performance of such term or condition in the future or any other obligation contained herein. No waiver shall be effective unless acknowledged in writing by the party to be bound thereby.

17. Notices. All notices required or permitted under this Lease shall be in writing and given to the individuals designated below at the following addresses:

LESSOR:

Community Redevelopment Agency Manager
228 S. Massachusetts Ave.
Lakeland, Florida 33801

LESSEE:

Project Redfish, LLC
903 Summerfield Drive
Lakeland, FL 33803

With a copy to:

City Attorney
228 S. Massachusetts Ave.
Lakeland, Florida 33801

With a copy to:

Andy Hensler
Huperetes Advisors, Ltd.
7824 West 109th Place
Westminster, CO 80021
andy@huperetesadvisors.com

Notice shall be given by certified mail, return receipt requested, by hand delivery, or by recognized overnight courier service such as Federal Express or UPS. Notice shall be deemed given on the earlier of the date of the signature indicated on the return receipt or five (5) days after deposit into the U.S. postal system in the case of certified mail, the date of actual hand delivery, or the next business day in the case of delivery by overnight courier service. The individual to receive notice and the address to which notice is to be delivered may be changed by providing notice of such change in accordance with the provisions of this paragraph.

18. Governing Law; Venue; Waiver of Jury Trial. Any dispute arising out of this Lease shall be governed by the laws of the State of Florida. Venue for any legal action shall lie in the courts of Polk County, Florida or the United States Middle District Court of Florida, Tampa Division. LESSOR and LESSEE waive the right to a trial by jury for any action, proceeding, or counterclaim brought by either party against the other on any matter arising out of or incident to this Lease, Lessee's use and occupancy of the Property or any claim of damage.

19. Force Majeure. In the event of an occurrence beyond a party's reasonable control delaying or preventing performance hereunder, that party's performance shall be excused while such event continues, provided the affected party gives prompt notice of such event or occurrence to the other party hereto and takes all reasonable steps to eliminate the event or occurrence delaying or preventing performance. The times for performance set forth herein shall be extended for the period of time the event or occurrence delaying performance continues.

20. Interpretation. This Lease shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Lease or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party. All references to days herein shall be to calendar days unless otherwise indicated. The captions or paragraph headings herein are solely for convenience of reference and shall not be used to construe or interpret any provision of this Lease. Wherever used herein, the singular shall include the plural and the plural shall include the singular. All exhibits and attachments referenced in this Lease are fully incorporated herein and shall be deemed a part of this Lease as though fully set forth herein. The terms "shall" and "will" are mandatory; "may" is discretionary.

21. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and the parties' successors and assigns.

22. Survival. All rights and obligations of the parties that are expressly referenced hereunder as surviving will survive the expiration or earlier termination of this Lease. The obligation to pay any sums of money due and owing from one party to the other upon the expiration or termination of this Lease shall survive such expiration or termination.

23. Severability; Counterparts. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. Each covenant, agreement, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease unless otherwise expressly provided. This Lease may be executed in two or more counterparts, all of which together shall constitute but one and the same Lease.

24. Entire Agreement. This Lease represents the entire understanding and agreement between the parties and supersedes any previous understandings or agreements pertaining to the subject matter hereof. No modification of this Lease shall be of any binding effect unless in writing and executed by both parties hereto.

25. Good Faith and Fair Dealing; Consents. LESSOR and LESSEE acknowledge their agreement to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith. Except as expressly set forth in this Lease, in each instance where the consent of a party hereto is made a prerequisite to any act or decision under this Lease by the other party hereto, such consent shall not be unreasonably withheld, refused, delayed or conditioned, and all reasons for not giving such consent shall be specified in writing. Anything contained herein to the contrary notwithstanding, in the event that LESSOR fails to respond to a request by LESSEE for any consent or approval of LESSOR required under this Lease within the specific time period set forth in the applicable provision of this Lease, such consent or approval of LESSOR shall be deemed granted.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first appearing above.

LESSOR: LAKELAND COMMUNITY REDEVELOPMENT AGENCY

By: _____
H. William Mutz, Chairman

Attest:

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Timothy J. McCausland, City Attorney

LESSEE: PROJECT REDFISH, LLC

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Project Redfish, LLC, who is personally known to me _____ or who produced _____ as identification.

Notary Seal:

Signature of Notary Public

LEASE AGREEMENT

Exhibit A – Property Description

802 N Massachusetts Avenue (0.56 Acre)
Parcel ID 242818-203000-019022

Property Description:

SCHIPMANS SURVEY DB G PG 360 361 BLK 19 LOT 2 & LOT 4 LESS R/W FOR LAKELAND
IN-TOWN BYPASS AS DESC IN OR 4397 PG 169

LEASE AGREEMENT

Exhibit B – Lessor Commitments

LESSOR agrees to diligently proceed to complete the items detailed below. Unless otherwise specified, LESSOR will perform the commitments listed in this Exhibit B at its sole cost and expense.

1. Demolish the structure and any related improvements currently located on the Property and grade the vacant site such that the site is ready for construction of the building and site improvements to be constructed by LESSEE.
2. Procure an architect to prepare site improvement and building construction plans for the Property. LESSOR and LESSEE shall mutually agree to the site improvement and building construction plans. If the parties are unable to mutually agree upon such plans, this Lease shall terminate and the parties shall have no further obligation to one another.
3. Deliver the final site improvement and building construction plans to LESSEE within two (2) months of the execution of this Lease.
4. Deliver possession of the Property to LESSEE upon submittal of the final site improvement and building construction plans.
5. Provide permitting and construction oversight assistance, as needed and directed by LESSEE.
6. Provide a cash contribution to LESSEE for the overall project in the amount not to exceed \$250,000 on a schedule agreed to by the parties prior to the commencement of construction. LESSOR's cash contribution shall be reduced by all fees and costs LESSOR pays to the architect for preparation of the site improvement and building construction plans and any permitting or construction oversight services LESSEE requests the Architect to perform and for which LESSEE does not compensate the Architect directly. Fees for building and site design shall be commensurate within normal LESSOR rates and practices.

LEASE AGREEMENT

Exhibit C – Lessee Commitments

Upon completion of LESSOR's commitments detailed in Exhibit B, LESSEE agrees to accept possession of the Property and to proceed with due diligence to perform the LESSEE commitments detailed below. Unless otherwise specified, LESSEE will perform the commitments listed in this Exhibit C at its sole cost and expense.

1. Construct a 2,500-2,600 square foot building with related site improvements to accommodate a food truck park, bar, ADA-accessible restrooms and indoor/outdoor multi-purpose space in accordance with the site improvement and building construction plans mutually agreed to by the parties.
2. Perform related permitting, bidding, contractor selection and contract management services.
3. Invite bids and select contractor within 60 days after LESSOR delivers possession of the Property to LESSEE, together with the site improvement and building construction plans.
4. Apply for building permit within 30 days of contractor selection.
5. Begin construction work no later than 30 days after building permit issuance.
6. Obtain certificate of occupancy no later than 6 months after construction commencement.
7. Open for business as soon as practical following certificate of occupancy.