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June 5, 2017

**VIA OVERNIGHT UPS**

Elaine L. Maholtz  
Compliance Coordinator  
Neighborhood Services Department  
Manatee County Government  
1112 Manatee Avenue West, Suite 510  
Bradenton, Florida 34205

RECEIVED

JUN 06 2017

MANATEE COUNTY  
NEIGHBORHOOD SERVICES

RE: The Huntington National Bank/Widewaters Bradenton, LLC

Dear Elaine:

Enclosed please an original executed Estoppel Certificate in connection with the above-referenced transaction.

If you have any questions, please give me a call.

Sincerely yours,

Tina M. Waters  
OSBA Certified Paralegal

Enclosures

## ESTOPPEL CERTIFICATE

April 25, 2017

To: THE HUNTINGTON NATIONAL BANK (the "Lender")

From: MANATEE COUNTY, a political subdivision of the State of Florida (the "County")  
WIDEWATERS BRADENTON LLC, a Delaware limited liability company (the  
"Widewaters")

Property: See Exhibit "A" attached hereto for description of property located in Manatee County,  
Florida

Lease: Lease Agreement between County, as County and Widewaters, as Widewaters dated on or  
about May 8, 2012

Memorandum  
of Lease: Memorandum of Lease recorded in Book 2443, Page 6249 (Dkt#3082848), Clerk of Circuit  
Court Manatee County, Florida

Ladies and Gentlemen:

The undersigned, County, as the owner of the fee simple interest of the Property described in the Lease and holder of the County's interest under the above-referenced Lease, hereby represents (subject to any changes required by any circumstance) to you that as of the date hereof (capitalized terms not otherwise defined shall have the meaning set forth in the Lease):

1. The Property, together with all rights, easements and appurtenances belonging thereto (collectively, the "Property") has been leased to Widewaters pursuant to the Lease. The Lease constitutes the entire agreement between the County and Widewaters as to the subject matter thereof. County is the current landlord under the Lease and Widewaters is the current tenant under the Lease.
2. The Lease is in full force and effect, and the County is not a party to any written agreement with Widewaters which modifies, changes or alters the Lease.
3. The initial term of the Lease commenced on May 8, 2012, and the initial term of the Lease is fifty (50) years with two (2) automatic renewal terms of an additional ten (10) years each.
4. The County has not commenced any action or given or received any notice for the purpose of terminating the Lease.
5. A copy of the current insurance certificate provided to the County by Widewaters is attached hereto as Exhibit B. County has approved such insurance.
6. The County has no knowledge that Widewaters is in default under any of the terms, covenants or provisions of the Lease. For purposes of this Estoppel Certificate, the term "knowledge" shall mean the actual knowledge of the representative of the County who executed this Certificate, without any duty to investigate.
7. The County acknowledges that the County has received written notice in accordance with Section 31 of the Lease that Widewaters's leasehold interest in the Property will be subject to Lender's first mortgage lien on Widewaters's interest in the Property.

8. The County hereby acknowledges that Lender is a Leasehold Mortgagee and has all rights of a Leasehold Mortgagee as provided in the Lease. Widewaters's leasehold interest in the Property will be subject to a leasehold mortgage to secure the note executed by Widewaters to Lender in the original principal amount of up to Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000.00). County acknowledges that Lender has given written notice to County that Lender has a first mortgage on Widewaters's leasehold interest in the Property and that Lender shall be entitled to copies of all notices to be provided to Widewaters as required by the Lease.
9. The rent currently due under the Lease is \$1.00 per year.
10. The County shall give Lender written notice of any default by Widewaters under the Lease and an opportunity to cure such default in accordance with the terms of the Lease. Lender's cure rights under the Lease will not expire so long as Lender is diligently pursuing a cure.
11. All written notices and other communications from the County to the Lender shall be addressed to the

Lender at:

The Huntington National Bank  
41 South High Street, 5<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Commercial Real Estate

With a copy to:

Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215  
Attention: David K. Conrad, Esq.

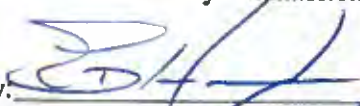
or such other addresses that the Lender shall furnish to the County in writing.

12. The Lease will not be amended, modified or terminated without Lender's written consent.
13. This Estoppel Certificate shall inure to the benefit of and be binding upon County and the Lender, and their successors and assigns; provided, however, any provisions contained herein requiring notice to the Lender shall be of no force or effect at any time that there shall not be outstanding a loan (the "Loan") from Lender to Widewaters secured by a first priority leasehold mortgage on Widewaters's leasehold interest in the Property. County agrees to execute an Estoppel Certificate from time to time in substantially the form of this Estoppel Certificate (subject to any changes required by changes in factual circumstances) in connection with any sale or refinance of the Loan. This provision is intended to benefit Lender, its successors and assigns. All subsequent transferees of County's interest (and its respective successors and assigns) in the Property will be bound by these provisions until the earlier of (a) the payoff of the Loan; or (b) the expiration or earlier termination of the Lease.

Very truly yours,

COUNTY:

MANATEE COUNTY, FLORIDA,  
By: Board of County Commissioners

By:   
Its: County Administrator 4/25/2017

STATE OF FLORIDA        )  
                                  ) §:  
COUNTY OF MANATEE    )

Sworn to before me and acknowledged in my presence this 25 day of April, 2017, by Ed Hunziker, the County Administrator of Manatee County, Florida, a political subdivision of the State of Florida, on behalf of the political subdivision.

  
Notary Public

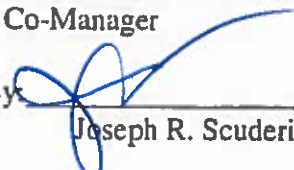
Commission Expiration:



WIDEWATERS BRADENTON, LLC  
a Delaware limited liability company


By: RB-WW Bradenton Holdings LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Widewaters Bradenton Hotel Company, LLC  
a Delaware limited liability company,  
a Co-Manager

By:   
\_\_\_\_\_  
Joseph R. Scuderi, Manager

STATE OF NEW YORK    )  
                                  )§:  
COUNTY OF ONONDAGA )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2017, by Joseph R. Scuderi, the Manager of Widewaters Bradenton Hotel Company, LLC, a Delaware limited liability company, the Co-Manager of RB-WW Bradenton Holdings LLC, a Delaware limited liability company, the Sole Member of Widewaters Bradenton, LLC, a Delaware limited liability company, on behalf of the limited liability companies.

  
\_\_\_\_\_  
Notary Public

Commission Expiration:  
July 8, 2017

Elizabeth A. Nagy  
Notary Public - State of New York  
01NA6285610  
Certified in Onondaga County  
Commission Expires on July 08, 2017

Exhibit A

LEASE AGREEMENT BETWEEN  
WIDEWATERS BRADENTON, LLC  
AND  
MANATEE COUNTY

TABLE OF CONTENTS

1. THE PROPERTY .....	1
2. USE.....	2
3. TERM .....	2
4. TAXES, ASSESSMENTS, OTHER CHARGES .....	2
5. UTILITIES .....	2
6. RIGHT OF ENTRY .....	2
7. REPAIRS AND MAINTENANCE BY LESSEE.....	3
8. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES.....	3
9. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED .....	3
10. ASSURANCES OF COUNTY .....	3
11. DAMAGE OR DESTRUCTION.....	4
12. COMPLIANCE WITH LAWS .....	4
13. TERMINATION .....	4
14. DEFAULT BY LESSEE.....	4
15. COUNTY'S REMEDIES .....	5
16. LESSEE'S ACCESS TO AND USE OF THE PROPERTY .....	6
17. SURRENDER OF THE PROPERTY .....	6
18. HOLDING OVER.....	6
19. ATTORNEY FEES.....	6
20. INDEMNIFICATION .....	6
21. FORCE MAJURE.....	7
22. INSURANCE.....	7
23. NOTICES AND REPRESENTATIVES .....	8
24. NO IMPLIED WAIVER .....	8
25. APPLICABLE LAW AND CONSTRUCTION .....	8
26. ENTIRE AGREEMENT AND PROVISIONS BINDING .....	9
27. TITLE.....	10
28. HAZARDOUS MATERIAL .....	10
29. SUCCESSORS AND ASSIGNS .....	11
30. ESTOPPEL CERTIFICATE.....	11
31. RIGHTS OF LEASEHOLD MORTGAGE.....	11
32. NO GENERAL OBLIGATION.....	13

**LEASE AGREEMENT BETWEEN  
WIDEWATERS BRADENTON, LLC  
AND  
MANATEE COUNTY**

This Lease Agreement ("Lease") is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and WIDEWATERS BRADENTON LLC (hereinafter "LESSEE"), a Delaware limited liability company, whose mailing address is c/o Widewaters Hotels, LLC, 5786 Widewaters Parkway, Dewitt, NY 13214, as of \_\_\_\_\_, 2012.

**WHEREAS**, the COUNTY owns the PROPERTY more particularly described below, located within the boundaries of Manatee County, Florida; and

**WHEREAS**, the LESSEE has identified and purchased a blighted structure immediately north and east of the PROPERTY (the "Hotel Site Property") with the intention of renovating and preserving historical elements of the building unique to the community by developing it as hotel facility with approximately 115 rooms (the "Project"); and

**WHEREAS**, the location of the Project in Manatee County is projected to create approximately 35 new jobs over a three year period; and

**WHEREAS**, Section 125.045, *Florida Statutes*, provides that it constitutes a public purpose for the COUNTY to expend public funds for economic development activities, including, but not limited to leasing real property to private enterprises for the attraction of new businesses to the community; and

**WHEREAS**, in order to further the public purpose of attracting the Project to the community, it is in the best interests of the public health, safety and welfare for the COUNTY to lease the PROPERTY to the LESSEE pursuant to this Lease, to provide parking capacity to serve the Project without which the Project would be financially infeasible.

***NOW, THEREFORE, the COUNTY and LESSEE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

1. **THE PROPERTY:** COUNTY hereby leases to LESSEE that certain improved real PROPERTY located in the COUNTY of Manatee, State of Florida, as more specifically described on Exhibit "A" attached hereto (hereinafter the "PROPERTY"), and subject to the terms, conditions, restrictions, and limitations set forth herein.

It is understood and it is a condition of the granting of this Lease that LESSEE'S use of the PROPERTY shall, at all times during the period of this Lease, be limited to the use of the PROPERTY for the sole purpose of providing pedestrian access and parking to serve the Project as

set forth in Section 2 below, and **LESSEE** has not and shall not have any right to use the **PROPERTY** for any other purpose of any kind or nature.

2. **USE:** **LESSEE** shall use the **PROPERTY** solely for the purpose of providing parking and pedestrian access on, over and across all roads, driveways, walkways and parking areas now or hereafter located on the **PROPERTY** for vehicular and pedestrian ingress and egress for the benefit of the Hotel Site Property and the Project. Such use shall be limited to serving guests, invitees, employees and visitors of the Hotel Site Property and Project. In no event shall such use be allowed for delivery truck parking, storage or other similar parking purposes. **LESSEE's** right of use of the **PROPERTY** shall include the right to erect signage on the **PROPERTY**. **LESSEE's** right of use of the **PROPERTY** shall be exclusive, such that **COUNTY** shall allow no other use of the **PROPERTY** for itself, its officers, employees, agents, assigns, or any third party or the public, without **LESSEE's** express permission (which may be withheld in Lessee's sole discretion), except as expressly authorized in Section 6, hereof.

3. **TERM AND RENT:**

- a. Unless renewed or terminated as provided in this Lease, the term of this Lease shall be for a period of fifty (50) years, commencing upon receipt of Certificate of Occupancy for the Hotel Site Property and receipt of all governmental permits and approvals required to allow Lessee to utilize the Property as intended herein.
- b. This Lease shall be automatically renewed for two (2) additional terms of ten (10) years unless Lessee otherwise notifies County that it does not intend to renew.
- c. Rental shall be in the amount of \$1.00 per year.

4. **ADDITIONAL CHARGES:** **LESSEE** shall pay, as and when due and payable, all taxes, assessments, or other charges, that may be imposed by the State of Florida or any agency thereof, against the **PROPERTY** or any part thereof or with respect to this Lease. In no event, however, shall County take any action to change the taxable status of the Property.

5. **UTILITIES:** Except as otherwise provided herein, **LESSEE** shall initiate, contract for, and obtain in **LESSEE'S** name any utility services required on the **PROPERTY** including, but not limited to, trash removal services. All charges for these services shall be paid by **LESSEE** as they become due. Other utilities required by the **LESSEE** shall be at its expense.

6. **RIGHT OF ENTRY AND ACCESS:**

A. **COUNTY** reserves the right and the **LESSEE** shall permit **COUNTY**, its agents or employees, to have access to and enter the **PROPERTY** to inspect the **PROPERTY** to assure its proper care and maintenance and for any purpose reasonably connected with **COUNTY'S** interest in the **PROPERTY** and to determine the necessity for **LESSEE'S** performance of any work or



replacement, restoration or repair of any facility, installation, or improvement on the **PROPERTY** as shall be required to maintain compliance with applicable codes and rules. **COUNTY** may enter the **PROPERTY** at any time the **COUNTY** reasonably believes an emergency exists upon the **PROPERTY** and shall, as soon as reasonably possible, notify **LESSEE**.

B. Notwithstanding the limitations set forth in Section 2, hereof, **LESSEE** shall make available to the **COUNTY** such space as the **COUNTY**, in its discretion, requires in order to respond to declared state of emergency by the County, should a widespread weather or targeted terrorist event occur that would require moving elements of **COUNTY** management or personnel to the **PROPERTY** and for as long as County may need such space to respond to such event.

C. In the event that the **COUNTY**, in its discretion, elects to construct a multistory parking garage on the **PROPERTY**, the **LESSEE** shall vacate the **PROPERTY** for such time as is reasonably necessary to complete construction of such facility and upon the commencement of construction of the parking garage, Lessee shall have no further obligations under this Lease. As a precondition to Lessee vacating the Property, the County will provide reasonably acceptable temporary parking to replace the loss of the use of the Property. Upon completion of a multistory parking garage, **LESSEE** shall have the right to the exclusive use of a number of spaces in such facility equal to the available spaces on the **PROPERTY** free of charge and close to the Hotel Site Property for what would have been the remaining term of this Lease (inclusive of renewal periods), with such additional terms and conditions and modifications to this Lease, which under the circumstances may reasonably apply, and to which the parties agree to make good faith efforts to agree and incorporate into this Lease.

D. **LESSEE's** use of the **PROPERTY** shall be subject to the right of the **COUNTY** to use the **PROPERTY** to store its equipment upon, and access its adjacent facilities through, the area described in Exhibit "A" attached hereto (the "Access Area"). **LESSEE** shall keep the Access Area open and available for **COUNTY** for such purpose at all times, and shall not construct any improvements or configure any parking spaces on or in the Access Area.

7. **REPAIRS AND MAINTENANCE BY LESSEE**: So long as this Lease Agreement shall be in effect, **LESSEE** shall, during its occupation of the **PROPERTY**, maintain the **PROPERTY** (exclusive of the "Access Area") in good order and repair.

- A. Specially, and without limiting the foregoing, **LESSEE** shall be responsible for:
1. Contracting and arranging for the removal of all garbage, trash, and litter.
  2. Exterior maintenance (excluding repainting) and upkeep of the landscaping, walkways and parking areas on the **PROPERTY**.
  3. All repairs not caused by the negligent or intentional acts of the **COUNTY**.

8. **IMPROVEMENTS AND CONSTRUCTION OF FACILITIES**: **LESSEE** shall not

commence the construction of any facility, building, or other improvement on the **PROPERTY**, nor shall any equipment or device be attached to the **PROPERTY** without the prior written approval and consent by **COUNTY**, which approval will not be unreasonably withheld or delayed. **COUNTY** may review and amend all final plans and specifications for any construction or modification to the **PROPERTY**.

9. **CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED:**

Exclusive of items of routine maintenance and repair, prior to the commencement of any construction or work on the **PROPERTY**, **COUNTY** requires copies of all contracts for the construction of any buildings, structures, facilities, or improvements. **LESSEE** shall furnish or cause to be furnished lien waivers or bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be reasonably approved by **COUNTY**.

10. **ASSURANCES OF COUNTY:** **COUNTY** covenants and agrees to cooperate with **LESSEE** in the efforts of **LESSEE** to obtain all approvals and other permits or licenses which are or shall be required by any other governmental agency in order to use the **PROPERTY** in accordance with the terms and limitations of this Lease. However, **County** agrees that there are no **County** approvals required for such purposes except as otherwise set forth herein.

11. **DAMAGE OR DESTRUCTION:** The responsibility for insuring against loss of or damage to any personal property of **LESSEE**, its agents, employees and invitees, that will be placed or stored on the premises shall be borne by **LESSEE** and **LESSEE** shall not look to **COUNTY** for any damage or loss occurring during the term of this Lease.

**COUNTY** shall have no obligation to repair or restore the improvements on the **PROPERTY** if all or a portion of the improvements are damaged or destroyed as the result of any casualty. In the event of such a loss, **LESSEE** may continue to use such portions of the **PROPERTY** as are usable or terminate this Lease. In addition, **Lessee** may repair and restore the **Property** at its own cost and expense. Ninety (90) days after total destruction of the **PROPERTY**, unless the **Lessee** has otherwise notified **County** of its intent to continue to use the **Property** and/or reconstruct the **PROPERTY**, this Lease shall automatically terminate.

12. **COMPLIANCE WITH LAWS:** As consideration for this Lease, **LESSEE** covenants and agrees that its use of the **PROPERTY** shall be in compliance with all applicable laws, orders, and codes of federal, state, and local governments and the Americans with Disabilities Act. **LESSEE** covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by **LESSEE**, or be subject to discrimination under any program or activity on the **PROPERTY**.

13. **TERMINATION:** **LESSEE'S** rights under this Lease shall terminate:

- a. Thirty (30) days after LESSEE provides a written notice to COUNTY of LESSEE'S election to terminate this Lease.
- b. In the event of default (as defined below in Section 14) by LESSEE, the COUNTY may immediately terminate this Lease. In the event of such termination, the COUNTY shall not be required or be responsible for reimbursing LESSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY.

14. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an "event of default" by LESSEE under this Lease:

- a. LESSEE'S failure to comply with any term, provision, agreement, or covenant of this Lease on its part to be complied with, performed, or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LESSEE from COUNTY, or if such failure cannot reasonably be cured within said thirty (30) days and LESSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LESSEE shall, subject to the cure periods and notice requirements in Section 14(a) above: (i) fail to commence operation of the Project on or before December 30, 2014, or (ii) discontinue operation of the Project for a period of more than one (1) year plus such additional reasonable period of time if such discontinuance is in connection with a reconstruction following a casualty or in connection with a renovation of the Project.
- c. LESSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or removed by bonding, within thirty (30) days after LESSEE received written notice of such lien being imposed against the PROPERTY, addressed by LESSEE substantially in a manner provided in paragraph 14(a) hereof.

15. **COUNTY'S REMEDIES:** Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY'S election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated LESSEE'S use of the PROPERTY and any building, structure, improvement, or facility thereon;
- b. Without terminating this Lease, COUNTY may enter the PROPERTY and do or cause to be done whatever LESSEE was obligated to do and failed to do pursuant to

the default under the terms of this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LESSEE'S obligations under this Lease, and COUNTY shall not be liable for damages resulting to LESSEE from such action; and

- c. COUNTY may demolish and remove any structures or improvements placed upon the PROPERTY by LESSEE and restore the PROPERTY to the condition existing prior to granting this Lease, and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

16. **LESSEE'S ACCESS TO AND USE OF THE PROPERTY:** COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE'S part, LESSEE shall, at all times during the terms of this Lease, be entitled to the use of the PROPERTY as herein provided, without any interference or hindrance from COUNTY or any persons, and LESSEE shall have access to the PROPERTY at all times during the day and night.

17. **SURRENDER OF THE PROPERTY:** LESSEE agrees to deliver up, cease, and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures, and improvements provided by LESSEE and remaining thereon shall be removed and demolished by LESSEE unless COUNTY agrees to accept any specific building, structure, or improvement.

18. **HOLDING OVER:** If LESSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then LESSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take, or institute any and all steps or actions as may evidence termination of LESSEE'S use of the PROPERTY as granted by virtue of this Lease, and COUNTY shall have the right to take any and all steps or actions to remove LESSEE and any of LESSEE'S employees from the PROPERTY.

19. **ATTORNEY FEES:** The non-prevailing party hereto shall be solely responsible for paying any third (3<sup>rd</sup>) party's reasonable attorney's fees and expenses of the prevailing party in any dispute, litigation or dispute resolution proceeding, including trial and appeal.

20. **INDEMNIFICATION:** A. LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the COUNTY arising out of the performance of or failure to perform the obligations required by Lessee under this Lease or the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the LESSEE or its employees, or of the subcontractors or its employees, if any. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the

COUNTY in any such action, the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by LESSEE, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of LESSEE's performance or failure to perform under this Lease have been finally settled, regardless of when such claims are made.

B. In the event that any action, suit or proceeding is brought against the COUNTY regarding the matters set forth above in Paragraph A, COUNTY at once shall give notice thereof in writing to LESSEE at the above listed address. Upon receipt of notice, LESSEE, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in this Lease shall be deemed to affect COUNTY's right to provide its own defense and to recover from LESSEE attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the COUNTY as set forth in Florida Statute 768.28.

C. To the extent permitted by law (and specifically including the requirements and dollar limitations set forth in Section 768.28, *Florida Statutes*), County shall indemnify, keep and save harmless the Lessee, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the LESSEE to the extent, and only to the extent, caused through negligence or omission of the COUNTY or its employees, or of the subcontractors or its employees, if any. COUNTY shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the LESSEE in any such action, the COUNTY shall, at its own expense, satisfy and discharge the same.

21. **FORCE MAJURE:** In the event that during the term of this Lease the Premises are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of the premises are so damaged or destroyed thereby rendering same unfit for the LESSEE'S purposes for at least sixty (60) days, the LESSEE may terminate this Lease upon written notice to the COUNTY and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction. In the event of partial destruction of the Premises as provided above, and the LESSEE does not elect to terminate the Lease, the COUNTY shall promptly restore the Premises to its former condition at the COUNTY'S expense, and the LESSEE'S rental and other obligations during the period of partial destruction shall be abated in proportion to the destroyed portions to the leased building to the entire building area leased by the LESSEE.

22. **INSURANCE:** LESSEE shall procure and maintain insurance as set forth below.

The amounts and types of insurance shall conform to the following minimum requirements:

a. **Workers' Compensation:**

Coverage to apply to and be for all employees for statutory limits in compliance with the applicable state and federal laws.

b. **Commercial General Liability:**

The **LESSEE'S** insurance shall cover **LESSEE** for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage with a minimum coverage of \$1,000,000 per occurrence.

c. **Certificates of Insurance and Copies of Policies:**

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage specified in the previous paragraphs a. and b. shall be filed with the **COUNTY** before **LESSEE** shall enter upon or use the **PROPERTY**. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease and section and the above paragraphs of this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of policies shall be furnished to **COUNTY** within thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that insurance requirements of this Lease are based upon sound business principles and that **LESSEE** may elect to carry greater amounts of insurance. All of the insurance required hereunder shall be for the benefit of **LESSEE**. The naming of Manatee County as an additional insured shall in no event be deemed or construed as a waiver of or limitation of the **COUNTY'S** rights of sovereign immunity.

23. **NOTICES AND REPRESENTATIVES:** Every notice, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to **LESSEE** or **COUNTY**, signed by their recognized agents respectively and addressed as provided below until either party provides written notice of a different agent or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to **COUNTY**:

Director  
Neighborhood Services Department  
Manatee County  
P.O. Box 1000  
Bradenton, FL 34206

Director  
Property Management Department  
Manatee County  
Post Office Box 1000  
Bradenton, Florida 34206

Copy to: Manatee County Administrator  
Post Office Box 1000  
Bradenton, Florida 34206

If to LESSEE: Widewaters Bradenton, LLC  
c/o Widewaters Hotels, LLC  
5786 Widewaters Parkway  
P.O. Box 3  
DeWitt, New York 13214  
Attn: Corporate General Counsel

Copy to: Widewaters Bradenton, LLC  
c/o Widewaters Hotels, LLC  
5786 Widewaters Parkway  
P.O. Box 3  
DeWitt, New York 13214  
Attn: Chief Financial Officer

COUNTY designates as its representatives the Director of the Property Management Department or such other representative as may be designated by the Manatee County Administrator. LESSEE'S designated representative is its Manager.

24. **NO IMPLIED WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

25. **APPLICABLE LAW AND CONSTRUCTION:** This Lease shall be governed and construed in accordance with the applicable laws of the State of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of such sections of this Lease.

26. **ENTIRE AGREEMENT AND PROVISIONS BINDING:** This Lease and any attached or incorporated items or exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between the parties concerning this Lease, and there are no covenants, promises, agreements, or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the

parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and ensure to the benefit of the respective successors and assigns of the parties. Each agreement, term, and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute consent to the assignment of this Lease by LESSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LESSEE shall have no right to assign, transfer, or encumber this Lease except as specifically provided for in this Lease. Notwithstanding anything contained herein to the contrary, however, Lessee shall have the right to freely assign and/or collaterally assign this Lease without County's consent to any mortgagee of the Project or to any subsequent owner or owners of the Project, from time to time, following written notice thereof to County. Upon such assignment, the assignor shall be relieved from all subsequently accruing obligations and liabilities under this Lease.

27. **TITLE:** COUNTY warrants and represents that it has good and marketable fee title to the Property, free and clear of all liens and encumbrances and will maintain title to the property in that condition for the term of this Lease.

28. **HAZARDOUS MATERIAL:** At any time during the term, should the Property not comply with local, state and/or Federal laws, rules and regulations governing Hazardous Materials and such non-compliance is not a result of Lessee's use of the Property, the LESSEE shall have the right to (i) terminate this Lease in accordance with Section 13.a., (ii) take such actions as are necessary to bring Property into compliance at its own expense, or (iii) accept alternative parking spaces subject to the following provisions.

(a) The term "Hazardous Materials" shall include any materials regulated or otherwise governed by Federal, state or local "Environmental Laws", as hereafter defined to include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date or may be amended in the future, the regulations promulgated pursuant to said laws and any other administrative, federal, state or local law, statute, rule, regulation or ordinance which currently or in the future regulates or governs the use, handling, storage, disposal, presence, treatment, cleanup, transportation or release or threatened release into the environment of such materials. The term shall include any pollutant, contaminant, substance, chemical, waste or other material which is listed, defined or otherwise identified currently or in the future for control under any of the Environmental Laws, including, without limitation, formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos and any by-product of same.

(b) In the event that any regulatory agency of the State of Florida or the United States initiates administrative proceedings to require remediation of any such Hazardous Materials, the

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COUNTY shall take the position that the LESSEE, as a tenant that has used the Property for the limited purposes of this Lease, does not constitute a responsible party with respect to such remediation. Subject to any "innocent owner" or similar defenses regarding prior owners and/or users of the Property, the COUNTY shall, as owner of the Property, assert that it is the party solely responsible for responding in any such proceedings initiated by such agency. The COUNTY reserves the right, however, to enter into a legally binding arrangement with such agency to limit or discontinue use of the Property as an alternative to remediation, and shall have no financial obligation pursuant to this Lease to carry out remediation or other measures to assure availability of the Property for use hereunder.

(c) In the event, however, that COUNTY is required by law to remediate any such Hazardous Materials, or to discontinue use of the Property in order to avoid having to remediate such Hazardous Materials, and such remediation or discontinuance of use interferes with LESSEE's use and enjoyment of the Property to the extent of the inability to use some number of the parking spaces, the COUNTY shall, subject to the limitations set forth in Section 32, provide an equal amount of reasonably acceptable parking to replace the loss of the use of parking spaces at the Property.

29. **SUCCESSORS AND ASSIGNS:** The words "COUNTY" and "LESSEE" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or permits, the persons named herein as COUNTY and as LESSEE, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, or masculine, feminine on the part of COUNTY to be performed and observed shall be binding upon COUNTY and its heirs, legal representatives, successors and assigns and shall endure to the benefit of Lessee and its successors and assigns, and the agreements and conditions in this Lease on the part of LESSEE to be performed and observed shall be binding upon LESSEE and its successors and assigns and shall endure to the benefit of COUNTY and its heirs, legal representatives, successors and assigns.

30. **ESTOPPEL CERTIFICATE:** From time to time within twenty (20) days after request in writing therefor from either party, the other party agrees to execute and deliver to the requesting party, or to such other addressee or addressees as the requesting party may designate, a statement in writing in form and substance reasonably satisfactory to the requesting party and/or its designee (herein called "the Estoppel Certificate"), certifying as to such matters as may be reasonably requested by the requesting party with respect to the obligations under this Lease. The parties expressly agree that they may assign their interest in the Estoppel Certificate to their lender(s) and/or any subtenant at any time who may act in material reliance thereon.

31. **RIGHTS OF LEASEHOLD MORTGAGE:** In the event that LESSEE shall mortgage or pledge its interest in this Lease (hereinafter called the "Leasehold Estate") as security for an indebtedness in any form whatsoever (such mortgage or pledge is hereinafter referred to as a "Leasehold Mortgage"), such holder of such indebtedness secured by the Leasehold Estate (hereinafter called the "Mortgagee") shall notify COUNTY in writing of the execution of such Mortgage and the name and place and method for service of notices upon such Mortgagee, then,

from and after receipt of such notice and in such event, COUNTY hereby agrees for the benefit of LESSEE and such Mortgagee as follows:

(a) COUNTY will give to any Mortgagee, simultaneously upon service thereof on LESSEE, a duplicate of any and all notices or demands given by COUNTY to LESSEE and no such notice to LESSEE shall be effective against the Mortgagee unless a copy is so served upon the Mortgagee;

(b) In the event of any default by LESSEE under this Lease, or under the terms of the Leasehold Mortgage, the Mortgagee shall have the privilege (but not the obligation) of performing any of LESSEE's covenants or of curing any defaults by LESSEE or of exercising any election, option or privilege conferred upon LESSEE by the terms of this Lease, and, if fully performed, COUNTY shall accept performance by or at the instance of the Mortgagee as if the same had been made by LESSEE;

(c) COUNTY shall not terminate this Lease or LESSEE's right to possession for any default of LESSEE if, within a period of fifteen (15) days after the expiration of the period of time within which LESSEE might cure such default, such default is cured or caused to be cured by the Mortgagee or with respect to non-monetary defaults if, within a reasonable period after the expiration of the period of time within which LESSEE might commence to eliminate the cause of such default, the Mortgagee commences to eliminate the cause of such default and proceeds therewith diligently and in good faith, and with reasonable dispatch to cure the default and thereafter cures within one (1) year;

(d) If the Mortgagee elects not to cure the LESSEE's default or if the Mortgagee cannot cure a default of LESSEE unless the Mortgagee obtains possession of the Premises or acquires LESSEE's Leasehold Estate under this Lease, then COUNTY shall not terminate this Lease or LESSEE's right to possession for any default of LESSEE if, within a period of sixty (60) days after the expiration of the period of time within which LESSEE might cure such default, the Mortgagee takes prompt and continuously diligent steps to institute, prosecute and complete foreclosure proceedings or otherwise acquire LESSEE's interest under this Lease and completes such foreclosure within one (1) year thereafter. Upon obtaining possession or acquiring LESSEE's interest under this Lease, the Mortgagee shall promptly cure all defaults then reasonably susceptible of being cured by it provided, however, that the Mortgagee shall not be obligated to continue possession or to continue foreclosure proceedings after these defaults have been cured. Any default by Lessee that is not reasonably susceptible of being cured by the Mortgagee (except for obligations under this Lease which may be cured by the expenditure of money), shall then be cured with reasonable diligence after completion of foreclosure proceedings or acquisition by the Mortgagee of Lessee's interest in this Lease. It is understood and agreed that the Mortgagee or its designee or any purchaser in foreclosure proceedings may become the legal owner and holder of the leasehold estate through any foreclosure proceedings or by assignment of this Lease in lieu of foreclosure; and

(e) No agreement between COUNTY and LESSEE modifying, canceling or surrendering this Lease shall be effective without the prior written consent of the Mortgagee.

(f) No liability for the payment of rental or the performance of any of Lessee's covenants and agreements shall attach to or be imposed upon any mortgagee, trustee under any trust deed or holder of any indebtedness secured by any Leasehold Mortgagee or trust deed upon the Leasehold estate, unless such mortgagee, trustee or holder of indebtedness forecloses its interest and becomes the Lessee under the Lease pursuant to the foreclosure of the Leasehold Mortgage or by conveyance in lieu of foreclosure of the Leasehold Mortgage, and then only for the period of time during which such mortgagee, trustee or holder of indebtedness remains the Tenant under this Lease.

32. **NO GENERAL OBLIGATION.** Notwithstanding any other provisions of this Lease, the obligations undertaken by the COUNTY shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely from, and subject to the Board of County Commissioners budgeting and appropriation of, legally available non-ad valorem revenues of the COUNTY to perform such obligations.


[The remainder of this page is intentionally blank and signatures are on the next page.]

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed effective as of the date set forth above

WITNESSES:

WIDEWATERS BRADENTON, LLC

  
\_\_\_\_\_  
Nancy A. Haas

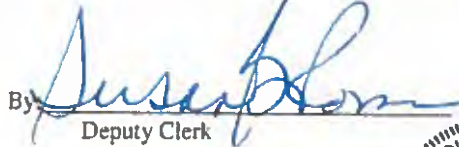
By:   
\_\_\_\_\_  
Joseph R. Scuderi  
Manager

Date of Execution: \_\_\_\_\_

APPROVED with a quorum present and voting this 8<sup>th</sup> day of May, 2012.

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA  
By: Board of County Commissioners

By:   
\_\_\_\_\_  
Deputy Clerk

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



# Exhibit "A"

## Description and Sketch

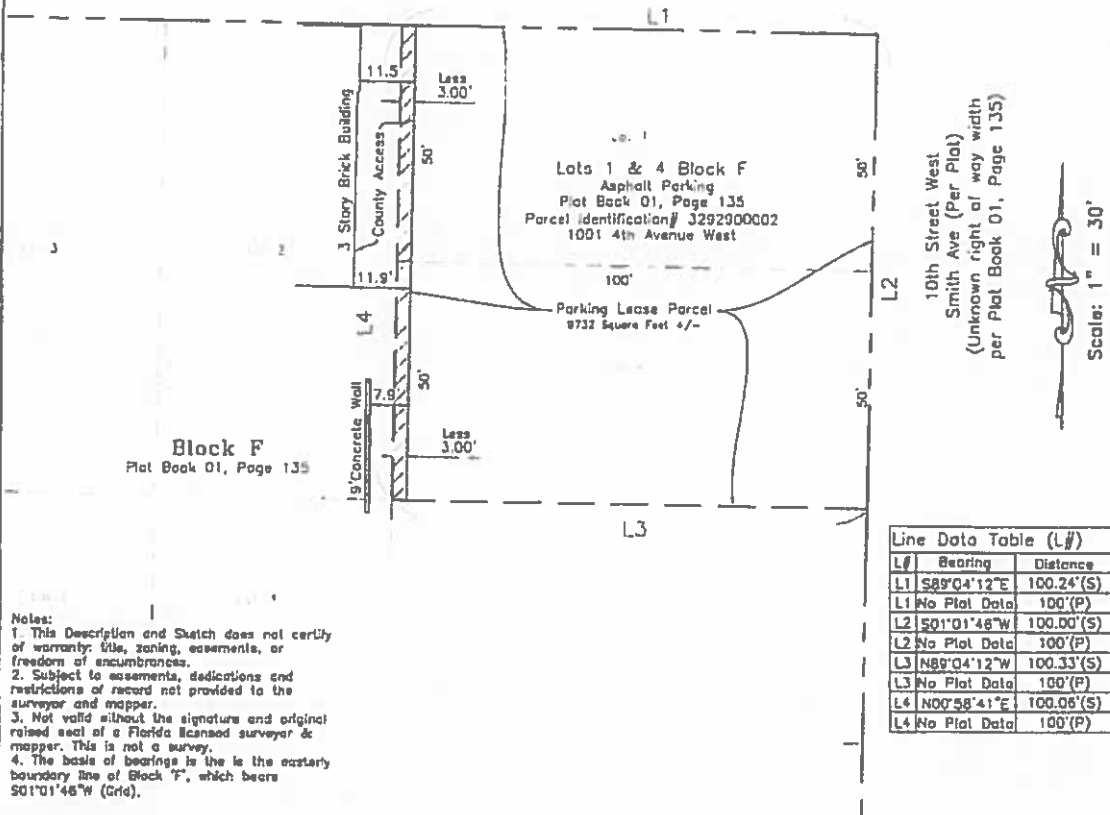
(NOT A SURVEY)

**Description** Parking Lease Parcel:

Lots 1 and 4, Block "F", Smith's Addition as per plat recorded in Plat Book 01, Page 135, Public Records of Manatee County, Florida, Less the westerly 3.00 feet.

Containing 9732 Square Feet more or less.

4th Avenue West  
Park St. (Per Plat)  
(40' wide right of way  
per Plat Book 01, Page 135)



Line Data Table (L#)		
L#	Bearing	Distance
L1	S89°04'12"E	100.24'(S)
L1	No Plat Data	100'(P)
L2	S01°01'48"W	100.00'(S)
L2	No Plat Data	100'(P)
L3	N89°04'12"W	100.33'(S)
L3	No Plat Data	100'(P)
L4	N00°58'41"E	100.06'(S)
L4	No Plat Data	100'(P)

- Notes:**
1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
  2. Subject to assessments, dedications and restrictions of record not provided to the surveyor and mapper.
  3. Not valid without the signature and original raised seal of a Florida Licensed surveyor & mapper. This is not a survey.
  4. The basis of bearings is the 10th easterly boundary line of Block "F", which bears S01°01'48"W (Grid).

MANATEE COUNTY  
PROPERTY MANAGEMENT  
SURVEY DIVISION



1100 MANATEE AVENUE WEST  
BRADENTON, FLORIDA 34205  
(813) 748-1311

Todd E. Boyle, RSM  
Date \_\_\_\_\_  
Florida Registered Professional Surveyor & Mapper, 6047

- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- PCC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- R/W = RIGHT OF WAY

Drawing # 20111201\_  
1001 4th Ave West -  
parking lot

Sheet: 1 OF 1

Section 28, Township 34  
South, Range 19 East

Drawing Date: 01/25/12

# Exhibit "A"

## Description and Sketch

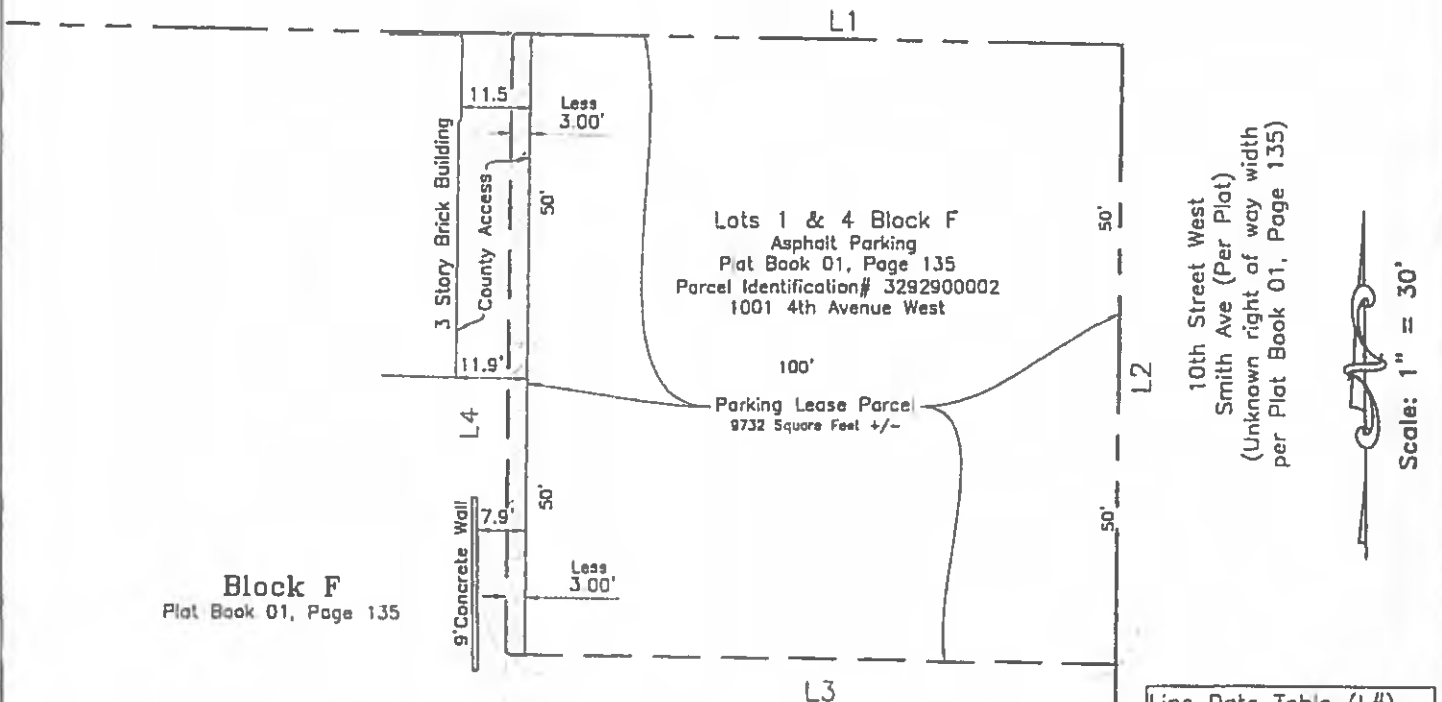
(NOT A SURVEY)

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Lots 1 and 4, Block "F", Smith's Addition as per plat recorded in Plat Book 01, Page 135, Public Records of Manatee County, Florida, Less the westerly 3.00 feet.

Containing 9732 Square Feet more or less.

4th Avenue West  
Park St. (Per Plat)  
(40' wide right of way  
per Plat Book 01, Page 135)



10th Street West  
Smith Ave (Per Plat)  
(Unknown right of way width  
per Plat Book 01, Page 135)

Scale: 1" = 30'

**Block F**  
Plat Book 01, Page 135

Line Data Table (L#)		
L#	Bearing	Distance
L1	S89°04'12"E	100.24'(S)
L1	No Plat Data	100'(P)
L2	S01°01'46"W	100.00'(S)
L2	No Plat Data	100'(P)
L3	N89°04'12"W	100.33'(S)
L3	No Plat Data	100'(P)
L4	N00°58'41"E	100.06'(S)
L4	No Plat Data	100'(P)

- Notes:**
1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
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  3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
  4. The basis of bearings is the easterly boundary line of Block "F", which bears S01°01'46"W (Grid).

BCC  
 Todd E. Boyle  
 5/8/12

MANATEE COUNTY  
PROPERTY MANAGEMENT  
SURVEY DIVISION



1112 MANATEE AVENUE WEST  
BRADENTON, FLORIDA, 34205  
941-748-4521

01/30/12  
 Todd E. Boyle, RSM Date

Florida Registered Professional Surveyor & Mapper, 6047

PID = PARCEL IDENTIFICATION NUMBER  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 POT = POINT OF TERMINUS  
 PC = POINT OF CURVATURE  
 PT = POINT OF TANGENCY  
 PCC = POINT OF COMPOUND CURVATURE  
 PRC = POINT OF REVERSE CURVATURE  
 R/W = RIGHT OF WAY

Drawing # 20111201\_  
1001 4th Ave West-  
parking lot

Sheet 1 OF 1

Section 28, Township 34  
South, Range 19 East

Drawing Date: 01/25/12





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Widewaters Bradenton LLC 5786 Widewaters Pkwy Syracuse, NY 13214	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Lease agreement between Widewaters Bradenton, LLC and Manatee County, Florida. Manatee County is listed as additional insured per written contract. 30 day notice of cancellation applies.



Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - April 25, 2017

April 25, 2017 - Regular Meeting  
Agenda Item #29

Approved in Open Session 4/25/17,  
Manatee County  
Board of County Commissioners

Subject

Widewaters Bradenton Estoppel Certificate Associated with the Parking Lot Lease Agreement for Use of a County Owned Parcel by the Downtown Hampton Inn & Suites

Briefings

None

Contact and/or Presenter Information

Cheri Coryea, Director, x3468

Action Requested

Authorization for the County Administrator to execute an Estoppel Certificate with Widewaters Bradenton, LLC, associated with the parking lot lease agreement for use of a County owned parcel by the Downtown Hampton Inn & Suites.

Enabling/Regulating Authority

11.1.4 Efficiency in Service Delivery

Background Discussion

In May 2012, Manatee County entered into a Lease Agreement with Widewaters Bradenton, LLC, for a County parcel of land to be used as a parking lot.

The parcel is located diagonally to the Southwest of the Downtown Hampton Inn & Suites and is used for additional hotel customer parking.

Widewaters is in the process of refinancing the Hampton Inn property and their lender requires an estoppel certificate for the parking lot lease. Widewaters wishes to close on their loan as quickly as possible, and is requesting County execution of the Estoppel Certificate.

The County Attorney's Office has reviewed and developed the attached Estoppel Certificate with Widewaters legal representation.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please process as soon as possible as Estoppel Certificate is a loan closing requirement.

Executed Certificate to Paul Regan, [pregan1@live.com](mailto:pregan1@live.com), and to [Elaine.maholtz@mymanatee.org](mailto:Elaine.maholtz@mymanatee.org). A fully executed Certificate will be forwarded to Board Records upon execution by Widewaters Bradenton, LLC.

**Five Estoppel Certificates to Elaine Maholtz, to return one fully-executed Certificate, 4/27/17, RT (pickup)**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Estoppel Certificate Widewaters.pdf](#)

Attachment: [Estoppel Certificate CAO Response.pdf](#)

## Elaine Maholtz

---

**From:** Cheri Coryea  
**Sent:** Wednesday, April 12, 2017 11:56 AM  
**To:** Elaine Maholtz  
**Subject:** FW: Widewaters Estoppel Certificate; RLS-2017-0204  
**Attachments:** Estoppel Certificate CAO Comments 4.11.17.pdf

FYI



*Cheri Coryea,*

Director of Neighborhood Services  
Manatee County Government  
1112 Manatee Avenue West, Suite 510  
Bradenton, Florida 34205  
(941) 749-3029, ext 3468 - Office  
(941) 713-3899 - mobile

---

**From:** William Clague  
**Sent:** Tuesday, April 11, 2017 3:35 PM  
**To:** Cheri Coryea  
**Cc:** Mitchell Palmer; Ed Hunzeker; Linda Klasing; Juliet Shepard  
**Subject:** Widewaters Estoppel Certificate; RLS-2017-0204

Cheri:

Pursuant to the above Request for Legal Services you have asked this office to review an estoppel certificate related to the current lease between the County and Wideaters Bradenton, LLC. Attached are my comments to the certificate, which are fairly minimal. I am not sure who has possession of the insurance certificate to be copied as Exhibit B. I have copied Linda Klasing for purposes of bringing the issue to her attention.

Subject to the inclusion of my suggested changes, I have no objection from a legal standpoint to the certificate being scheduled for approval by the Board. I express no opinion as to the business judgment of the underlying transaction.

This concludes my response to the RLS. Please contact me if you have any questions or concerns.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)

CAO Comments  
04/11/17

## ESTOPPEL CERTIFICATE

April 25, 2017

To: THE HUNTINGTON NATIONAL BANK (the "Lender")

From: MANATEE COUNTY, a political subdivision of the State of Florida (the "County")  
WIDEWATERS BRADENTON LLC, a Delaware limited liability company (the  
"Widewaters")

Property: See Exhibit "A" attached hereto for description of property located in Manatee County,  
Florida

Lease: Lease Agreement between County, as County and Widewaters, as Widewaters dated on or  
about May 8, 2012

Memorandum  
of Lease: Memorandum of Lease recorded in Book 2443, Page 6249 (Dkt#3082848), Clerk of Circuit  
Court Manatee County, Florida

Ladies and Gentlemen:

The undersigned, County, as the owner of the fee simple interest of the Property described in the Lease and holder of the County's interest under the above-referenced Lease, hereby represents (subject to any changes required by any circumstance) to you that as of the date hereof (capitalized terms not otherwise defined shall have the meaning set forth in the Lease):

1. The Property, together with all rights, easements and appurtenances belonging thereto (collectively, the "Property") has been leased to Widewaters pursuant to the Lease. The Lease constitutes the entire agreement between the County and Widewaters as to the subject matter thereof. County is the current landlord under the Lease and Widewaters is the current tenant under the Lease.
2. The Lease is in full force and effect, and the County is not a party to any written agreement with Widewaters which modifies, changes or alters the Lease.
3. The initial term of the Lease commenced on May 8, 2012 and the initial term of the Lease is fifty (50) years with two (2) automatic renewal terms of an additional ten (10) years each.
4. The County has not commenced any action or given or received any notice for the purpose of terminating the Lease.
5. A copy of the current insurance certificate provided to the County by Widewaters is attached hereto as Exhibit B. County has approved such insurance.
6. The County has no knowledge that Widewaters is in default under any of the terms, covenants or provisions of the Lease. For purposes of this Estoppel Certificate, the term "knowledge" shall mean the actual knowledge of the representative of the County who executed this Certificate, without any duty to investigate.
7. The County acknowledges that the County has received written notice in accordance with Section 31 of the Lease that Widewaters's leasehold interest in the Property will be subject to Lender's first mortgage lien on Widewaters's interest in the Property.

See Comment

Very truly yours,

COUNTY:

MANATEE COUNTY, FLORIDA,  
By: Board of County Commissioners

By: \_\_\_\_\_  
Its: County Administrator

STATE OF FLORIDA        )  
                                  ) §:  
COUNTY OF MANATEE    )

Sworn to before me and acknowledged in my presence this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the ~~Chairman of the Board of County Commissioners~~ of Manatee County, Florida, a political subdivision of the State of Florida, on behalf of the political subdivision.

\_\_\_\_\_  
Notary Public

Commission Expiration:

County Administrator