

Meeting Date
December 15, 2015



AGENDA	
Section	Unfinished Business
Item No.	V F

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Sale and Purchase and Addendum for the acquisition of the William J. Page property as part of the Pineda Causeway Grade Separation Project - District 4 (Fiscal Impact: \$3,635,000.00)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:

It is requested that the Board of County Commissioners consider approval and authorization for the Chairman to execute the Contract for Sale and Purchase and Addendum for the acquisition of the William Page property as part of the Pineda Causeway Grade Separation Project in the amount of \$3,635,000.00.

Summary Explanation & Background:

The subject property is located in Section 19, Township 26 South, Range 37 East.

At the regular Board meeting dated November 17, 2015, staff presented the Commercial Contract and Addendum for the acquisition of the William J. Page in the amount of \$4,100,000.00. Staff presented the Board with 3 (three) options related to the requested action and the Board choose option #2 (two) which involved rejecting the offer as written and directed staff to proceed with eminent domain.

Staff has begun the eminent domain process as directed. The Seller (Page), through his representative, has presented an amended offer in an effort to negotiate a settlement. The revised offer is in the amount of \$3,635,000.00 (inclusive of attorney's fees and expert costs and all other fees) with a request for extended occupation for current tenants with rental payments collected and kept by Page. Page will maintain the facility at his expense and provide proof of liability insurance in the amount of \$1,000,000.00 per incident.

In preparation for the eminent domain action, staff has had the appraisal updated and the current market value as indicated in the update is \$3,300,000.00.

It is requested that the Board consider Page's offer and either:

1. Accept the offer as written (requiring a super-majority vote). Further, the Chair shall be authorized to execute the agreement and any documents required for closing that are in substantial conformance with the Contract terms (specifically the reservation of rights agreement).
2. Reject the offer as written and direct staff to continue with eminent domain action.
3. Reject the offer and direct staff regarding a counteroffer to remain open no later than December 18, 2015, while continuing forward with the eminent domain process. In this case, the Seller would have to accept the counteroffer as directed by the Board. Further, the Chair shall be authorized to execute the agreement and any documents required for closing that are in substantial conformance with the Contract terms (specifically the reservation of rights agreement). The Seller and/ or his representative may be present and may entertain an alternative offer at the Board's direction. If the counteroffer is over \$3,092,000.00 then a super-majority vote is required.

It is staff's recommendation that the Board select option three and direct staff accordingly.

Fiscal impact: FY 2015-2016: Grant 1700-344927-5610000

FY 2016-2017: No impact

Clerk to the Board Instructions: Forward executed Contract for Sale and Purchase and Addendum and the Board approval memo to Department.

Exhibits Attached: Contract for Sale and Purchase, Addendum and Exhibits, Location Map, Property Fact Sheet

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension		John Denninghoff / 57202				
Stockton Whitten	Assistant County Manager							



Tammy Etheridge, Clerk to the Board, 400 South Street, Seaside, Florida 32759-2998

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item V.F., Contract for Sale and Purchase and Addendum for Acquisition of the William J. Page Property as Part of the Pineda Causeway Grade Separation Project

The Board of County Commissioners, in regular session on December 15, 2015, approved Option 3, to reject the offer of \$3,635,000, and accept the counteroffer of \$3,500,000; and authorized the Chairman to execute Contract for Sale and Purchase with William J. Page, and any other documents required for closing that are in substantial conformance with the Contract terms (specifically the reservation of rights agreement), for property located in Section 19, Township 26 South, Range 37 East, as part of the Pineda Causeway Grade Separation Project. This Item was approved by a Super Majority vote.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: Finance
Budget

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR SALE AND PURCHASE AND ADDENDUM
(COUNTEROFFER FROM WILLIAM PAGE) FOR ACQUISITION OF THE
PAGE PROPERTY AS PART OF THE PINEDA CAUSEWAY GRADE
SEPARATION PROJECT - DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>12/8/15</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>12/8/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>JD</u>	_____	<u>12/9/15</u>

AGENDA DUE DATE: December 1, 2015 for the December 15, 2015 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

CONTRACT FOR SALE AND PURCHASE

Seller: William J. Page whose mailing address 20 Tropical Island Lane, Merritt Island, FL 32952

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: See Attached Description at Exhibit "A"

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$3,635,000.00 - THREE MILLION SIX HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before December 16, 2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, [] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [X] a title search and/or [] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on February 2, 2015 unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.
a. SELLER warrants that there are no parties in occupancy other than Seller. See addendum.
b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, develop ability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property [X] is [] is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [X] See attached addendum [] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA (Buyer)

Jlm Barfield, CHAIRMAN

Handwritten signature of William J. Page, Date 12-7-15
(Seller) William J. Page

As approved by the Board 12/15/15

Date: 12/15/15

(Seller) Date

V.P.
111

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

_____, (Deputy) County Attorney

W.P.

ADDENDUM TO CONTRACT BETWEEN BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND WILLIAM PAGE DATED

1. The parties acknowledge that this contract was negotiated in lieu of the buyer's proceeding with an eminent domain action to acquire Seller's property currently being used for commercial storage rental. In order to accommodate Seller's need to replace its current business located on the property, Buyer agrees that Seller will have the right to continue its present occupancy of the buildings and the parking area on the property post closing for a two (2) year period commencing with the date of closing on the property to the Buyer or thirty (30) days after C.O. Seller's new location is ready and available for use by the Seller's existing tenants, whichever occurs first. Seller shall:

- a) Pay the Buyer the sum of Ten and 00/100 (\$10.00) Dollars per year for the rental of the property.
- b) Due to the existence of ongoing leases (copies attached hereto at Exhibit E) Seller shall reserve the right to continue to occupy the existing improvements and shall be allowed to continue its existing use of the property, and to continue renting and receiving rent from existing tenants. No new leases or subleases shall be entered into by Seller with new tenants. The existing signs shall be allowed to remain in place during the continued occupancy of the property by Seller.
- c) Seller shall maintain and repair the property, pay taxes, provide property insurance in the amount of the value of the improvements and liability insurance in excess of 1,000,000 per incident throughout the occupation period. The proof of insurance shall show the buyer as a co-insured and shall be provided at closing. Failure to provide such proof of insurance shall be deemed a default of this agreement to allow use of the property and Seller and the tenants shall immediately vacate the premises. A form of the proposed reservation of occupation rights agreement is attached at Exhibit "D".
- d) Seller recognizes the continued occupancy rights are limited to the footprint of the buildings, the parking area and access to the improvements. The Buyer retains the right to occupy the unimproved areas of the property and to jointly use the access to allow storage and staging for road improvements.
- e) Seller recognizes and acknowledges that access to the property will change during the course of the construction of the road improvements. Buyer

W.P.

represents that access will be provided in substantial conformance with the plans shown at Exhibit C attached hereto and incorporated herein. However, there may be a period of weeks when alternative access will be provided across adjacent property in a path to be designated in the future.

f) Seller shall provide a security deposit of \$50,000.00 to provide for repairs required at the end of the occupancy by Seller and its tenants in the event the Seller has not maintained and repaired the improvements as required by this agreement. The security deposit shall also be used to reimburse the Buyer for any costs related to removal of tenants or the Seller at the end of the occupancy period. Any unused funds shall be reimbursed to Seller. This security deposit shall not be used to repair damages caused to the premises by Buyer's employees and agents.

g) Seller recognizes Buyer intends to remodel the existing structures and that from time to time Buyer will need access to the existing improvements for purposes of gathering information to plan and design the remodeling required by Buyer. Seller shall allow access to the buildings on site during normal business hours. Seller shall provide 48 hour notice prior to entering the site to allow Seller time to notify the tenants of the entry onto the property. Buyer shall use reasonable efforts to avoid interference with any ongoing activities of the Seller or Seller's tenants.

2. The purchase price for the property includes all expert witness fees and payment of all attorneys' fees and any other costs incurred by Seller in regard to the acquisition of the property by the Buyer. Seller has no further claims of any nature against Buyer as a result of this acquisition and negotiation in anticipation of eminent domain.

3. If the Seller wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 or Section 1033 of the Internal Revenue Code ("Exchange"), the other Buyer will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided however, the Buyer shall incur no liability or cost related to the Exchange and the closing will not be contingent upon, extended, or delayed by the Exchange.

4. The terms set forth in this Addendum shall supersede any conflicting terms or conditions set forth in the Agreement.

5. The Agreement and Addendum shall survive closing.

WJP
William J. Page

EXHIBIT A
(Legal Description)

PRESENTATION OF DATA

200 IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

Identification of Property

The subject property is located along the south side of Pineda Causeway, approximately 100 feet west of the Florida East Coast Railroad right of way, at the physical address of 2905 Pineda Causeway, Melbourne, FL 32940.

Legal Description of the Subject Property, Tax Account Number 2606131

The subject property legal description provided was taken from MAI, Architecture Engineering Construction plans of the subject property with a date of April 29, 2003.

LEGAL DESCRIPTION

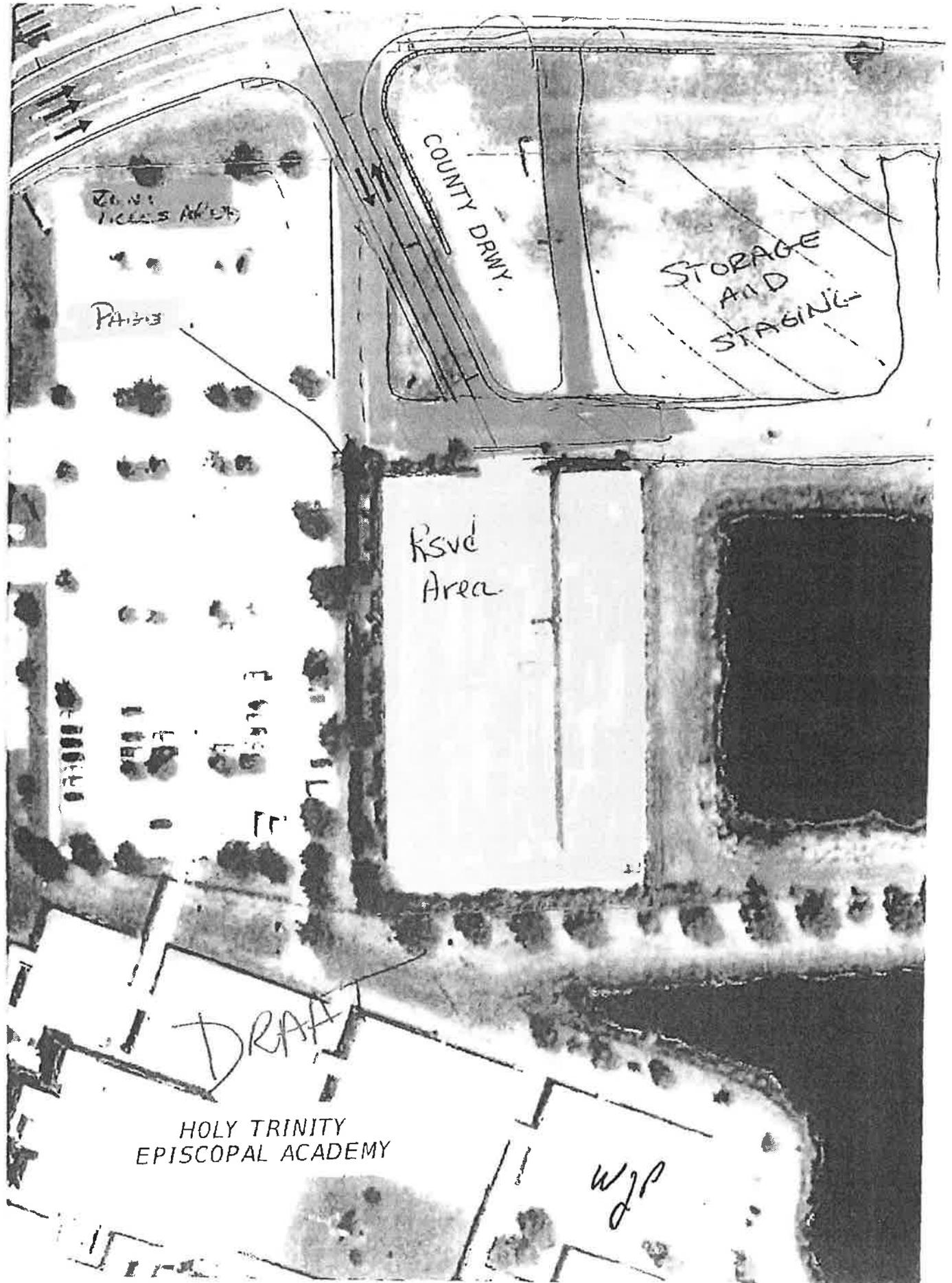
A PORTION OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2468, PAGE 1636 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING A PART OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL BEING A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445, AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY, AND THE SOUTH RIGHT OF WAY LINE OF THE PINEDA CAUSEWAY EXTENSION, A 200 FOOT RIGHT OF WAY AS SHOWN IN ROAD PLAT BOOK 1 AT PAGE 47 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 70 DEGREES 00'40" W, ALONG SAID SOUTH RIGHT OF WAY LINE, 100.21 FEET TO A 5/8 INCH IRON ROD AND CAP, PBS&J LB 024, ALSO BEING THE POINT OF BEGINNING; THENCE S 14 DEGREES 22'03" E, 210.04 FEET TO A 5/8 INCH IRON ROD AND CAP, PBS&J LB 024; THENCE S 70 DEGREES 00'37" W, 149.98 FEET TO A 5/8 INCH IRON ROD AND CAP, PBS&J LB 024; THENCE S 14 DEGREES 22'40" E, 308.23 FEET TO A 5/8 INCH IRON ROD AND CAP, PBS&J LB 024 ON THE SOUTH LINE OF SAID PARCEL; THENCE S 70 DEGREES 00'54" W, ALONG SAID SOUTH LINE, 204.31 FEET TO A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445 AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N 14 DEGREES 21'54" W, ALONG THE WEST LINE OF SAID PARCEL, 518.26 FEET TO A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445 AT THE NORTHWEST CORNER OF SAID PARCEL; THENCE N 70 DEGREES 00'44" E ALONG SAID SOUTH RIGHT OF WAY LINE, 404.22 FEET CONTAINING 3.3443 ACRES MORE OR LESS.

A

WJP

EXHIBIT B
(Sketch of staging and storage area)



COUNTY DRWY.

STORAGE AND STAGING

Ksvd Area

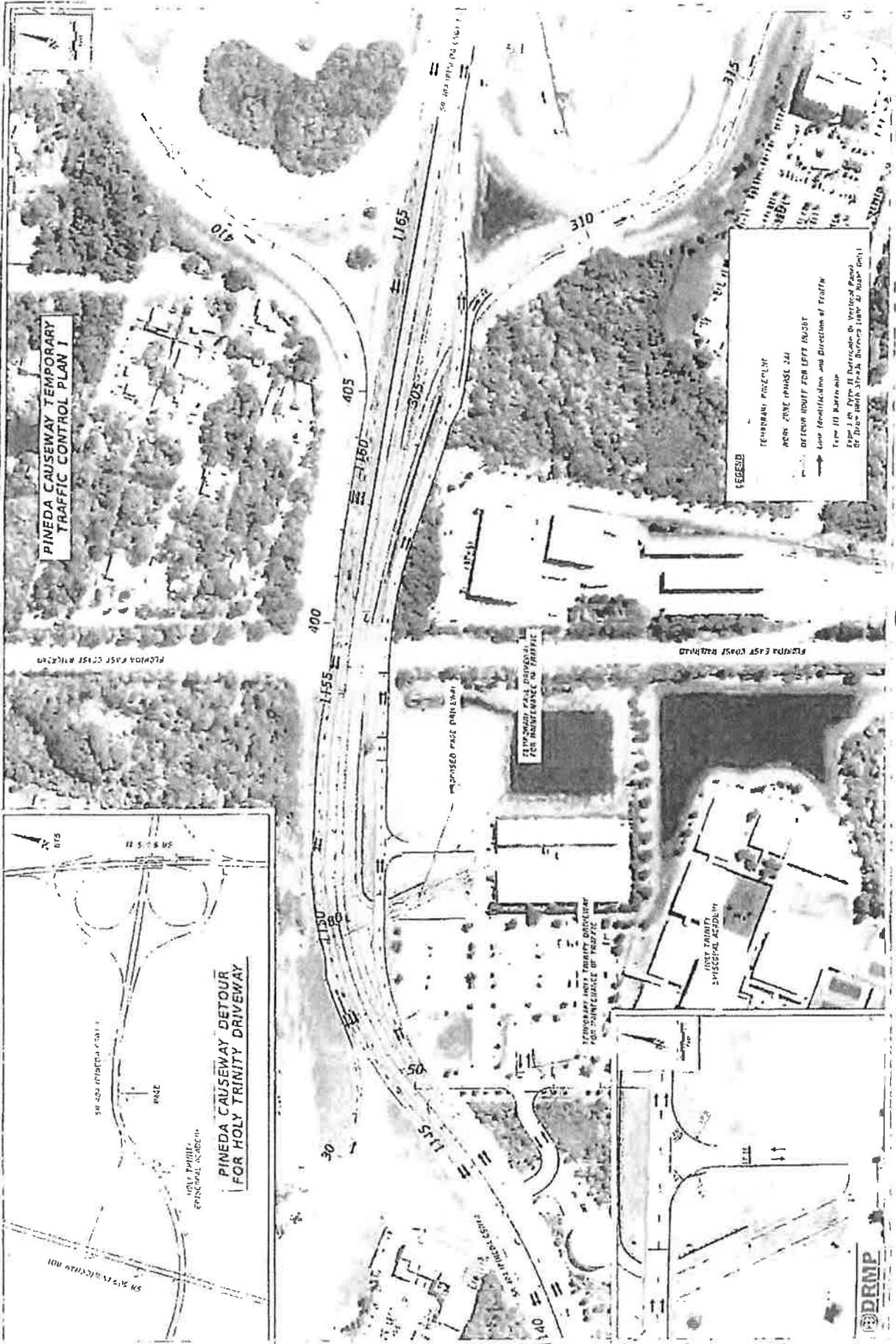
HOLY TRINITY EPISCOPAL ACADEMY

DRAFT

PAVING

w/p

EXHIBIT C
(Maintenance of Traffic/ Access plan)



PINEDA CAUSEWAY TEMPORARY TRAFFIC CONTROL PLAN I

PINEDA CAUSEWAY DETOUR FOR HOLY TRINITY DRIVEWAY

LEGEND

TEMPORARY ROADWAY

AREA TO BE PHASE 2A

DETOUR ROUTE FOR LEFT RIGHT

Line Identification and Direction of Traffic

Type III Barre and

Dr Disc with Strk & High Grit

C2

WJP

DRMP

Exhibit D
(Reservation of right to continued occupation)

Reservation of Rights Agreement to be prepared and signed by the parties prior to closing. In the event the parties fail to agree and sign a Reservation of Rights Agreement, then either party shall have the unrestricted right to terminate this Contract for Sale and Purchase without liability to the other party.

A handwritten signature in black ink, appearing to be 'WJG', is located on the right side of the page.

Agreement Regarding
Reservation of Right to Occupy
by and between

William Page (Page)

and

Brevard County, Florida (County)

Dated 12/15 2015

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AGREEMENT REGARDING RESERVATION OF RIGHT TO OCCUPY (AGREEMENT)

This triple net agreement is made and entered into as of the ____ day of _____, 2015 (the "Commencement Date"), by and between Board of County Commissioners of Brevard County, Florida ("County") and William J. Page ("Page").

RECITALS

1. County is acquiring fee simple title to the Premises as shown in Exhibit "A".

2. At the time of transfer, Page desires to reserve a right to a short term right to continue to occupy the premises for himself and the tenants whose leases are shown at Exhibit "B". The maximum length of the reserved right is two years from the date of closing if it is not terminated earlier based on the terms of this Agreement. The reservation of right to continued occupation is part of the consideration for the sale of the Premises to County, and this agreement further defines the obligations of the parties during the term of continued occupancy by Page.

NOW, THEREFORE, in consideration of the sale of the property and consideration paid therein, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, County and Page hereby covenant and agree as follows:

1. Demise of Premises. County does hereby acknowledge the maximum two year reservation of occupancy rights by Page, on the improved real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with all improvements and parking areas located thereon and circled in yellow on Exhibit "A". (collectively, the "Premises"). In addition to the Premises, Page and his tenants (as shown in Exhibit "B") shall have rights to joint use of access to the Premises, by way of the highlighted areas in green, red and purple on Exhibit "A". The parties recognize there may be a limited time period when access may have to be provided across or through an adjacent parcel.

2. Term. The "Term" of this reservation and this agreement shall commence on the Commencement Date and shall expire at midnight on February 4, 2017, unless sooner terminated as provided in this Agreement. Page contemplates acquisition of an alternate site to serve Page and his tenants. In the event the alternate site is completed and a certificate of occupancy is issued prior to February 4, 2017, Page and the tenants shall vacate the premises within 30 days of the issuance of the certificate of occupancy for the alternate location and the reservation of right to occupy shall be terminated. Page agrees that upon the expiration or earlier termination of the Term, Page shall surrender and deliver the Premises to County in good order and condition, ordinary wear and tear excepted.

3. Consideration.

This Agreement is part of the negotiated sale of the Premises to the County and the consideration for both transactions is included in the payment to Page and the benefits received by the County therein.

Page and County agree that this shall be a "triple net" agreement meaning that, except as may be otherwise set forth in this Agreement, Page shall pay any and all costs and expenses associated with the ownership and operation of the Premises including, but not limited to all ad valorem real and personal property taxes, insurance premiums (including premiums on insurance carried by County), utility charges and all other expenses and charges of every kind and nature and other payments relating to the Premises which may arise or become due during the Term and that Page shall indemnify and save harmless County from and against them as well as all other damages, costs and expenses, including, without limitation, reasonable attorneys' fees and other legal and court costs (at both the trial and appellate levels) which County may incur in enforcing this Agreement, and any and all other sums which may become due by reason of Page's default or failure to comply with its obligations under this Agreement. In the event Page fails to promptly pay these items and County is required to pay, payment be payable to the County upon County's written demand therefore, all at the address designated by the County in the demand.

4. Condition of Premises. Page represents and warrants to County that (a) it has inspected the Premises and is thoroughly acquainted with its condition and agrees to take the Premises "AS IS" and "WHERE IS". Page indemnifies and holds County harmless from and against any injury or damage to persons, tangible personal property, or to the operation of Page's business or tenants resulting from the condition of the Premises, and/or cessation of operations or malfunction of any equipment or apparatus serving the Premises including, but not limited to: (i) fire, explosion, falling plaster, sick building syndrome, or broken glass; (ii) gas, electricity, or electrical disturbance; (iii) any dampness, water, rain, mold or leaks from pipes, appliances, plumbing works, the roof, the street, or subsurface, or any other part of the Premises; (iv) any latent or apparent defect or change of condition in the Premises; (v) crime, accident, or natural disorder; (vi) electrical, mechanical, or plumbing equipment, or (vii) any other cause of whatever nature. Page agrees to indemnify and hold County harmless from and against any and all claims for personal injury or property damage arising from the use or occupancy of the Premises by Page. The foregoing indemnities by Page shall survive the expiration or earlier termination of this Agreement and shall include all costs and expenses of County including attorney's fees and costs at both the trial and appellate levels.

5. Escrow/Security Deposit. Page shall provide a \$50,000 escrow payment for a security deposit to be deducted from the payment to Page at closing on the Premises. The escrowed funds shall be used to cover the costs of any repairs required due to Page's failure or his tenants' failure to comply with the maintenance and repair provisions of this Agreement. Further, the escrowed funds shall be used by County in the event Page or the tenants fail to vacate the property in a timely fashion and costs are incurred to remove them from the property. Nothing herein limits Page's liability to \$50,000; Page shall be liable for all costs for failure to maintain, repair and vacate the Premises as required by the Agreement. The escrowed money may be credited against the amount owed to County for such failure to perform. The escrowed funds shall be held by Phillip Nohrr, Trust Account.

6. Damage by Page; Maintenance and Repair of Premises. Page shall be liable for all damage caused by Page's acts or omissions or that of Page's agents, servants, employees, licensees, invitees, guests and/or patrons. Page, at his sole cost and expense, shall keep the Premises, including, but not limited to, the exterior and interior of the buildings on the Premises, the land and parking areas including, but not limited to, all building systems including plumbing,

air conditioning, electrical service, utility lines, meters, pipes, freezers, conduits, and sprinkler systems serving the Premises, in good repair and in clean and sanitary condition during the Term of this Agreement. The foregoing shall include all routine repairs, maintenance and replacements including replacements of light bulbs, tubes and ballasts. Page shall also care for, trim, fertilize, water and maintain the lawns, plantings, shrubs and trees, if any, on the Premises, at Page's expense, in such a manner as to preserve the same in good condition and appearance during the continuance of this Agreement, including irrigation system maintenance. Page, at his sole cost and expense, shall comply with all governmental statutes, laws, ordinances, resolutions, orders and directions of proper public officers in connection with the condition and maintenance of the Premises during the Term of this Agreement, and upon the expiration or earlier termination of the Term shall yield and surrender the Premises to County in good condition, ordinary wear and tear only excepted. Page further agrees to maintain all glass, including plate glass and any special glass, or equipment, at its expense, and shall replace the same with glass of the same size and quality in the event of breakage or damage to any such glass. Page further agrees at its own expense, to maintain the foundation, exterior walls and roof of the Premises. Page shall be responsible for making any changes to the Premises required to bring the Premises into compliance with any governmental regulations including, but not limited to, the Americans with Disabilities Act and the Clean Air Act if required by the use of the property by Page or any of his tenants. Upon the giving of notice and the expiration of any applicable cure period, County shall have the option of entering the Premises and making all necessary repairs at Page's cost and expense. No such notice shall be required in the event of an emergency requiring immediate attention to avoid the threat of harm to persons or property. During the Term, Page shall promptly provide County with copies of all maintenance information, assessments, reports, repair estimates and notices prepared, obtained, provided to and/or received by Page and/or its agents, employees and contractors in connection with or relating to the condition, maintenance and/or repair of the Premises. Failure of Page to keep the Premises in good repair and in clean and sanitary condition during the Term of this Agreement shall constitute a default under this Agreement.

7. Alterations by Page. Page may not make alterations, replacements or additions to the Premises other than those required for maintenance and repair as required herein.

8. Use of Premises.

8.1 Permitted Use. The "Permitted Use" of the Premises by Page shall be for commercial warehouse purposes and the tenants uses described in Exhibit "B". No other leases of the Premises shall be entered into by Page. The Premises shall be used for no other purpose without the prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Page shall obtain and maintain, at Page's sole cost and expense, all permits, variances and other consents or licenses necessary in order to use the Premises for the Permitted Use under this Agreement. Page shall, at County's request, provide copies of all current permits, variances, licenses and other consents to County as well as all renewals of such permits, variances, licenses and consents.

8.2 Prohibited Uses. Page shall not bring, keep or permit to be done in, on or about the Premises, anything which is prohibited by or will in any way conflict with any recorded covenant, condition, restriction or any law, statute, ordinance or governmental rule or

regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy, or will, without County's consent, in any way increase the existing rate of or affect any hazard insurance policy upon the Premises or any of its contents, or cause a cancellation of any hazard insurance policy covering the Premises. Page shall not do or permit anything to be done in or about the Premises which will in any way materially increase the risk of damage or injury to persons or property in or about the Premises, or use or allow the Premises to be used for any improper or unlawful purpose, nor shall Page cause, maintain or permit any nuisance in, on, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises.

9. Utilities; Security. Page shall arrange and pay for all utility services supplied to the Premises in order to use and occupy the Premises in compliance with all applicable laws including, but not limited to, water and sewer, janitorial services, electricity, gas, solid waste removal, telephone (including cellular reception), cable television, internet and security services for the Premises. Such security services shall be provided in a form and substance (e.g., alarms, cameras, security personnel etc.) as necessary to protect Page's employees, agents, invitees, or licensees for losses due to theft or burglary, or for damages done by persons in the Premises or for any injury, trauma or other harm to any person. Notwithstanding the foregoing, County shall have no liability to Page, its employees, agents, invitees, or licensees for losses due to theft or burglary, or for damages done by persons in the Premises or for any injury, trauma or other harm to any person, and neither shall County be required to insure against any such losses. No irregularity or stoppage of any of these utilities or services will create any liability for County (including, without limitation, any liability for damages to Page's personal property caused by any such irregularity or stoppage); constitute an actual or constructive eviction.

10. Signs. Page shall not have the right to construct, erect, place, put, paint, maintain or control on the Premises any exterior sign or signs, without first obtaining the written consent and approval of the same from County, and upon obtaining such consent and approval from County, any such sign or signs must comply with all rules, regulations, laws, statutes and ordinances and/or applicable governmental authorities, and must be erected and maintained so as to not cause damage to the building which is situate on the Premises. County shall have the right to erect signs advertising its ownership of the property.

11. Licenses, Fees and Taxes. Page shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Page conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals to the existing tenants shown at Exhibit "B".

12. Tenant to Observe Laws, Rules and Regulations. Page shall promptly observe, comply with and execute at its own cost and expense all present and future laws, rules, requirements, orders, directions, ordinances, and regulations, of any and all governmental authorities or agencies, bureaus, boards or officials, and of any Board of Fire Underwriters relating to the Premises and/or the use thereof by Page. Page, however, may contest, review or appeal from all governmental laws, rules, requirements, orders, directions, ordinances or regulations, provided Page shall, prior to contesting the same, notify County in writing of its intention to do so, and shall guarantee to County that its title or other interest in the Premises shall not be divested nor shall there be any seizure, destruction, alteration or other interference

with the Premises by any governmental authority, and provided that all such proceedings shall be promptly commenced by Page and diligently prosecuted by Page at its expense to a speedy and final conclusion. In the event Page contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Page agrees to hold harmless and indemnify County, and County's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that County may at any time sustain by reason of any such contamination.

13. **Insurance.** At all times subsequent to the commencement date of the term of this Agreement and during the full term, Page shall keep the Premises covered, at Page's sole cost and expense by the following types of insurance:

(a) Fire and extended coverage multi-peril insurance in an amount equal to all improvements on the Premises and all of 100% of the full replacement cost of all fixtures, equipment and the Personal Property (as defined below) located on the Premises. Any policy providing such coverage shall contain the so called special coverage all risk endorsement and the full replacement cost endorsement and also provide protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Page acknowledges and agrees that such policy may need to be obtained by County based upon its insurable interest and, in such case; Page shall be responsible for and pay the premium for such insurance.

(b) Comprehensive General Liability insurance with respect to the Premises and Page's activities in and about the Premises, insuring against liability for personal injury or death, property damage or other loss, with deductibles of no more than \$10,000 and in amounts no less than \$1,000,000 with respect to personal injury or death to any one person; \$2,000,000 with respect to personal injury or death arising out of any one occurrence; and \$1,000,000 with respect to property damage or other loss arising out of any one occurrence to cover at least the following hazards: (i) premises and operations; (ii) products and completed operations; (iii) independent contractors; (iv) contractual liability; and (v) contractual liability covering the indemnities contained in the Reservation to the extent such indemnity is covered by the required Commercial General Liability insurance.

(c) Workmen's Compensation Insurance in at least the statutorily required amounts.

(d) Windstorm and flood insurance in the maximum coverages available.

(e) Plate glass insurance on the Premises in an amount sufficient to cover the value of the plate glass which is located on the Premises.

(f) Automobile insurance for any owned automobiles or other vehicles in amounts no less than \$1,000,000 with respect to personal injury or death to any one person; \$2,000,000 with respect to personal injury or death arising out of any one occurrence; and \$500,000 with respect to property damage or other loss

(g) Excess liability insurance in an amount not less than \$5,000,000 per occurrence/general aggregate on terms consistent with the commercial general liability insurance required under subsection (b) above.

(h) Against such other hazards and in such amounts as County may from time to time reasonably require for similar Permitted Uses upon providing Page with no less than thirty (30) days written notice to obtain any additional coverage reasonably required herein.

Notwithstanding the foregoing, the above amounts shall be subject to increase at any time, from time to time, if County, in the exercise of its reasonable discretion, shall deem it necessary for adequate protection. Within thirty (30) days after demand of such increase by County, Page shall furnish County with evidence that such demand has been complied with. All insurance required to be maintained by Page shall be affected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to County. As a condition precedent to the effectiveness of this Agreement, Page shall deliver to County the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Page and County shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Page shall name Page and County as the insureds as their respective interests may appear.

With respect to any third party contractors and/or service providers engaged by Page relative to the Premises and/or the Permitted Use that are currently required to name Page as an additional insured, such third party contractors and/or service providers shall similarly name County as an additional insured which coverage shall be subject to County's review and reasonable approval taking into account the nature of the services being provided and the risks associated therewith. Additionally, Page shall use commercially reasonable efforts to obtain an indemnity in favor of County from such third party contractors and/or service providers; provided Page's failure to do so shall not be considered a default under this Reservation. Page shall provide County with the certificates of insurance naming County as an additional insured, which certificates shall be delivered to County at the closing on the Premises.

14. Destruction by Casualty. In the event of damage or destruction to the Premises by fire or other cause, County shall have the option to repair or restore the same, as the case may be; to the extent insurance proceeds are available. If County elects not to repair or restore the Premises, then County shall elect to clean up the damaged areas of the Premises and put the area in a safe condition, in which case this Agreement shall continue in full force and effect, provided that Page can conduct business in a regular course on the Premises. Notwithstanding the foregoing, in the event that the cost to repair the damage to the Premises is Fifty Thousand and 00/100 Dollars (\$50,000.00) or less, as estimated by County's insurance adjuster, County agrees to repair the damage to the extent insurance proceeds are available and have been paid to County; it being acknowledged and agreed that County shall not be required to advance any funds from its own account to repair the damage and, in such event, the provisions of subsection (a) above shall apply until the insurance proceeds are received and the damage repaired. County shall notify Page of the options selected by County within thirty (30) days after such event; provided,

however, that in the event County exercises such option to repair or restore the Premises, the same shall be done within a reasonable period of time from the date of such damage or destruction and only to the extent insurance proceeds are available. County shall not be responsible in the event of delay in said repairing or restoring if the same is due to causes beyond County's control. If County exercises the option to repair or restore the Premises, the Premises shall be in character and appearance, equal to the Premises damaged or destroyed. If such damage or destruction shall be of such extent that Page cannot conduct business in a regular course on the Premises, then Page and his tenants shall vacate the premises in 30 days.

15. Entry Upon Premises. Page agrees that County may at any reasonable time or times during the business hours of Page and Page's tenants as shown in Exhibit "B", enter upon the Premises for the purpose of showing the Premises for future remodeling or reconstruction, or to inspect the same, or to make necessary repairs where County is obligated to make such repairs or where Page is delinquent in making repairs it is obligated to make. Page further agrees to allow County to enter upon the Premises at all reasonable times for the purpose of installing or servicing electrical wiring, telephone cables, water and sewer lines, or other similar transmission lines, which cross the Premises for the purpose of rendering service to adjacent property.

16. Assignment and Subletting. Page shall not sublet the Premises, in whole or in part, or assign this Agreement, in whole or in part, or transfer or assign any interests in Page, without the prior written consent of County in each instance, which consent may be withheld in County's sole and absolute discretion. No assignment or sublet nor acceptance of Rent by Page or County from any assignee or subtenant, nor any other dealings of County with any assignee or subtenant shall in any manner relieve any such assignee, subtenant or successor in interest of the duty of performance of all the terms, covenants and conditions contained in this Agreement.

17. Personal Property. In connection with Page's conveyance of the Premises to County, Page also conveyed certain personal property to County by virtue of that Bill of Sale Absolute executed contemporaneously with this Agreement (collectively, the "Personal Property"). County hereby grants Page a revocable license to use the Personal Property during the Term. Page shall be liable for all damage to the Personal Property caused by Page's acts or omissions or that of Page's agents, servants, employees, licensees, invitees, guests and/or patrons. Throughout the Term, Page, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Personal Property. Upon the occurrence of an event of default by Page under this Agreement, County shall have the option, in addition to any other remedies provided herein or by law, to revoke the license granted hereunder and enter upon the Premises with or without the permission of Page and take possession of any and all of the Personal Property without liability for trespass. Upon the expiration or earlier termination of this Agreement, Page shall return the Personal Property to County in good order and condition, reasonable wear and tear excepted.

18. Covenants as to Breach and Remedies.

18.1 Events of Default. Each of the following events is a default and a material breach of this Agreement by Page:

(a) If Page fails to pay County charge when it becomes due and payable and fails to make such payment within five (5) days after written notice by County to Page;

(b) If Page fails to perform any of its non-monetary obligations under this Agreement and such non-performance continues for a period within which performance is required to be made by specific provision of this Agreement or, if no such period is provided, for a period of fifteen (15) days after notice by County to Page;

(c) If Page files any proceeding under the United States Bankruptcy Code, 11 U.S.C. Section 101 *et seq.* (the "Bankruptcy Code"), any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, or for dissolution under the laws of the United States or of any state, or voluntarily takes advantage of any such law or act or is dissolved or makes an assignment for the benefit of creditors;

(d) involuntary proceedings under the Bankruptcy Code, any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law or for the dissolution of a corporation are instituted against Page or if a receiver or trustee is appointed of all or substantially all of the property of Page and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; and/or

(e) If Page vacates, abandons or ceases doing business on the Premises for thirty (30) consecutive days or more, or indicates its intention to do so.

In the event of a default under this Agreement, in addition to all remedies available at law and in equity (including the right to enjoin and restrain the breach), County may (i) treat this Agreement as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Page; (ii) retake possession of the Premises for the account of Page and relet the Premises, or any part thereof, for such term or terms and at such rental and upon such other terms and conditions as County may deem advisable, in which event the rents received by County from reletting shall be applied first to the payment of such expense as County may be put to in reentering and reletting the Premises, including, without limitation, broker's commissions, advertising costs, expenses of remodeling the Premises. County may, at any time elect to terminate this Agreement for any breach, and in addition to any other remedies it may have, it may recover from Page all damages that it may incur by reason of such breach including the cost of recovering the Premises.

18.2 Cure by County. After expiration of the applicable period of notice, or without notice in the event of any emergency, County at its option may, but shall not be obligated to, make any payment required of Page or perform any obligation of Page, and the amount County pays, or the cost of its performance, together with interest on such amount at the highest legal rate permitted, shall be deemed to be payable by Page on demand. County shall have the right to enter the Premises for the purpose of correcting or remedying any default after expiration of any applicable cure period afforded Page herein, but neither any expenditure nor any such performance by County shall be deemed to Page's default or the right of County to take

such action as may be otherwise permissible in the case of default. County shall have no liability to Page for any loss or damages resulting from any such action by County, and entry by County under the provisions of this Agreement shall not constitute breach of the covenant for quiet enjoyment or an eviction.

18.3 Independent Rights. The rights and remedies of County are distinct, separate and cumulative, and no one of them, whether or not exercised by County, shall be deemed to be to the exclusion of any of the others.

18.4 Non-waiver. The failure of either party herein to insist upon strict performance of any of the other's obligations under this Agreement shall not be deemed a waiver of any rights or remedies that the non-defaulting party may have and shall not be deemed a waiver of any subsequent breach or default by the defaulting party. The exercise by either County or Page of any options under the Agreement shall not be deemed to be the exclusive remedy of said party.

18.5 Attorneys' Fees. Each party shall bear its own attorneys fees and costs except as otherwise providing by this agreement.

18.6 BY SIGNING THIS AGREEMENT, PAGE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF PAGE'S PERSONAL PROPERTY, IF ANY.

PAGE HEREBY EXPRESSLY WAIVES ANY RIGHT WHICH PAGE MAY HAVE UNDER FLORIDA STATUTES, §83.20, OR ANY SUCCESSOR OR REPLACEMENT STATUTE OR AMENDMENT OR MODIFICATION THERETO, OR UNDER ANY OTHER LOCAL, STATE OR FEDERAL LAW, ORDINANCE, BY-LAW, RULE OR REGULATION (TO THE EXTENT WAIVABLE) TO RECEIVE ADVANCE NOTICE OF ANY DEFAULT OR ANY OPPORTUNITY TO CURE SAID DEFAULT. PAGE'S RIGHTS IN THE EVENT OF DEFAULT SHALL BE LIMITED TO THE RIGHTS, IF ANY, SET FORTH IN THIS AGREEMENT.

19. Performance by County of Page's Obligations. In the event County shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Page to perform one or more of the covenants herein contained to be kept and performed by Page, then in such event, the sum or sums so paid by County, together with all interest, expense or obligations incurred by County, shall be considered amounts owed by Page to be deducted from the escrowed funds or paid by Page if the escrowed funds have been exceeded or used.

20. Surrender. The voluntary or other surrender of this Agreement by Page or a mutual cancellation thereof, shall not work a merger, and shall, at the option of County, terminate all or any existing subreservations or subtenancies or, at the option of County, may operate as an assignment to it of any or all such subreservations or subtenancies. Page agrees to deliver to County physical possession of the Premises upon the termination of this Agreement or

expiration of the Term, in good order and condition. If, at the expiration of the Term, Page continues to occupy the Premises, such holding over shall not constitute a renewal of this Agreement and Page be responsible for all additional costs to the County resulting from Page or his tenants failing to vacate the Premises in accordance with the Agreement.

21. Notices. All notices to be given to Page shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed top age at the Premises. Notices to be given to County shall be given in a like manner and addressed to County at 2725 Judge Fran Jamieson Way, Building C County Manager's Office Viera, FL 32940 or such other address as County shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

22. Waiver. In the event County does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that County shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Agreement .

23. Successors and Assigns. The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

24. Invalidity of Any Provisions. If any term, covenant, condition or provision of this Agreement shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

25. Miscellaneous. The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

26. Hazardous Waste. Page agrees that the Premises shall not be used for the discharge or storage of any Hazardous Substance as defined in any Environmental Law as hereinafter defined. Page agrees to indemnify County and hold County harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (at both the trial and appellate levels), costs of any settlement or judgment in claims of any and every kind, whatsoever paid, incurred or suffered by, or served against County by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or rereservation from the Premises, in connection with Page's or Page's tenants' operations thereon, of any Hazardous Substance in violation of any Environmental Law, including any such loss or liability arising under any Environmental Law. If Page receives any notice of: (i) the happening of any material event in violation of an Environmental Law involving the escape, seepage, leakage, spillage, discharge, emission, rereservation or cleanup of any Hazardous Substance on the Premises in connection with Page's operations thereon, or (ii) any complaint, order, citation, or material

notice with regard to air emission, water discharge or any other environmental health or safety matter affecting Page (an "environmental complaint") from any person or entity, Page shall immediately notify County orally and in writing of said notice. Any breach of any warranty or representation contained in this paragraph shall be an event of default under the Agreement, which, if not cured within sixty (60) days of notice thereof, shall entitle County to exercise any and all remedies provided in the Agreement or otherwise provided by law; provided, however, County agrees that if the remedy or such default cannot be reasonably achieved within said sixty (60) day period, then Page shall have such further time as is reasonable under the circumstances to effect such remedy provided that Page shall notify County within the sixty (60) day curative period of the necessity for additional time and provided further that Page shall institute immediate steps to effect such remedy and shall continuously and diligently pursue such remedy to completion.

For purposes of this Section the following definitions shall apply:

"Hazardous Substance" means any and all pollutants and contaminants, and any and all toxic, caustic, radioactive or otherwise hazardous materials, substances or wastes that are regulated under any Environmental Law, and includes, without limitation, petroleum and its derivatives and by-products, and any other hydrocarbons, asbestos or asbestos containing material, and polychlorinated biphenyls. "Hazardous Substances" shall not include commercially reasonable amounts of such materials used in the ordinary course of operation of the Premises which are used and stored in accordance with all applicable Environmental Laws.

"Environmental Law" means any and all federal, state, and local laws (including statutes, common or case law), regulations, ordinances, rules, judgments, judicial decisions, orders, decrees, or codes, relating to the protection of human health or safety or the Environment or to emissions, discharges or Reservations of any Hazardous Substance into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substance or the containment, removal or remediation thereof including those relating to design, formulation, packaging, shipping or use of products to reduce risks to health, safety or the environment.

27. Required Statement. Florida Statute §404.056(7) requires the following statement to be included in this Agreement: 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.

28. Indemnification; Limitation of County's Liability.

28.1 Indemnification. Without limiting and in addition to any other indemnity provisions in this Agreement, Page shall indemnify, defend with counsel reasonably acceptable to County and save County harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees and costs at both the trial and appellate levels, by or on behalf of any third person, party or governmental authority whatsoever arising out of (a) any

failure or alleged failure by Page to perform any of its obligations under this Agreement, (b) any accident, injury or damage which occurs in or about the Premises, however occurring, due to the acts, omissions, negligence or willful misconduct of Page or that of Page's agents, servants, employees, tenants, licensees, invitees, guests and/or patrons, (c) any matter arising out of the condition, occupation, maintenance, alteration, repair, use or operation of the Premises or any part of it. The indemnity set forth as well as all other indemnities set forth in this Agreement by Page in favor of County, shall survive the expiration or earlier termination of this Agreement. Nothing herein is intended to waive County's sovereign immunity.

28.2 Limitation of County's Liability. The term "County," as used in this Agreement, shall mean only the owner or owners, at the time in question, of the fee title to the Premises. In the event of any transfer of such title or interest, County as named in this Agreement (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of County's obligations thereafter to be performed, provided that any funds in the hands of County or the then grantor at the time of such transfer, in which Page has an interest, shall be delivered to the grantee. The obligations contained in this Agreement to be performed by County shall, subject to the above, be binding on County's successors and assigns, only during their respective periods of ownership. The obligations of County under this Agreement do not constitute personal obligations of County or the individual partners, shareholders, directors, officers, and property managers, and Page shall look solely to County's then existing interest in the Premises, and to no other assets of County, for satisfaction of any liability in respect of this Agreement, and will not seek recourse against the individual partners, shareholders, directors, officers, property managers, or any of their personal assets for such satisfaction. No other properties or assets of County shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Page arising out of or in connection with this Agreement, the relationship of County and Page, or Page's use of the Premises.

29. WAIVER OF JURY TRIAL. COUNTY AND PAGE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF COUNTY AND PAGE, PAGE'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGE.

30. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between County and Page.

31. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be amended or modified except in writing signed by both parties.

32. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceedings arising under or related to this agreement shall be in Brevard County, Florida.

33. Memorandum of Agreement. Simultaneously upon execution and delivery of this Agreement, the parties shall execute and deliver a Memorandum of Agreement in a form and substance attached hereto as Exhibit "B". County shall record the Memorandum of Agreement. Page shall not record this Agreement or any other document in the Public Records that affects the Premises.

34. No Encumbrance. This Agreement shall not be mortgaged, pledged or encumbered by Page, nor shall Page mortgage, pledge or encumber the interest of Page in and to any subreservation of the Premises or the rental payable under such subreservation, without the prior written consent of County, which consent shall be in the sole discretion of County. Any such mortgage, pledge, encumbrance, subreservation or assignment made in violation of this Section shall be void.

35. Broker Indemnity. As part of the consideration for the granting of this Agreement, Page represents and warrants to County that no broker or agent negotiated or was instrumental in negotiating or consummating this Agreement and Page agrees to indemnify County against any loss, expense (including reasonable attorneys' fees), cost or liability incurred by County as a result of a claim by any broker or finder.

36. Covenant of Quiet Enjoyment. County promises, subject to Page's performance of all of the terms and conditions of this Agreement and subject to the Agreement itself, that Page shall be entitled to the quiet and peaceful enjoyment and undisturbed possession of the Premises during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signature page to follow

Attest:

Board of County Commissioners, Brevard
County, Florida:

Scott Ellis, Clerk

By: _____
Print Name: Jim Barfield

Title: as Chairman

Approved by Board: 12/15/15

William J Page:

By: _____
Print Name: William J. Page

Print Name: _____

Print Name: _____

EXHIBIT "A"

Legal Description

Exhibit "B"
Form of Memorandum of Reservation

195369\1 - # 1530360 v1

Exhibit E
(Copies of Existing Leases)

6. UTILITIES: None

7. SECURITY OF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 500.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: Patrick Doyle
404 6013 Newberry Cir
Melbourne, FL
32940

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE

William J. Page

Patrick Doyle

Lease Agreement – Warehouse Storage

Unit 15

104-105

Pineda Business Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 25 day of Nov., 2015, by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'), and Bill Gilbert of Storixse Diving, phone 321-917-2503 hereinafter referred to as (LESSEE'). Contact in case of emergency: _____.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 104-105 in those buildings known as PINEDA BUSINESS CENTER 2915 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 40' feet by 50' feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 12/1/2015. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1st day of each month in advance the sum of \$ 1065.⁰⁰ per month including sales tax (6%), payable to PINEDA BUSINESS CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises _____ . LESSEE shall not be permitted to perform work outside ~~leased space (no auto repairs).~~

5. INSURANCE: The LESSEE shall insure at its own expense all property located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-described premises at any one time shall not exceed \$ SELF INS.

6. UTILITIES: NONE

7. SECURITY OF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1,000.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: Bill Talbot
105 Anchor Dr.
Indian Harbour Bch, FL
32931

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE

LESSEE SIGNATURE

William J. Payne

Bill Talbot

W 105
106

Lease Agreement – Warehouse Storage

Pineda Business Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 1 day of MAY, 2015,
by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'),
and PATRYK JANISZEWSKI, phone 321 266-7436
hereinafter referred to as (LESSEE'). Contact in case of emergency: _____.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE
NO. 105 in those buildings known as PINEDA BUSINESS CENTER 2915 Pineda Cswy,
106 Melbourne, FL 32940, having approximate dimensions of 40 feet by 50 feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on
1 MAY 2015. Either party may terminate this lease by giving the other party thirty
(30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1 day of each month in
advance the sum of \$ 1000. Plus Tax per month including sales tax (~~6%~~), payable to PINEDA 6.5%
BUSINESS CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If
the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00
plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted,
personal checks will not be accepted.

Total
1065.00

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES,
EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could
result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents
and warrants that the following material is to be stored in said premises
2915 PINEDA CSWK. LESSEE shall not be permitted to perform work outside
leased space (no auto repairs).

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the
leased premises against public liability, fire, theft and other hazards at all times during the term of the
lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other
casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to
maintain the exterior of said building including the roof thereof and shall be responsible for any roof
leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that
the maximum value of the property to be stored in the above-described premises at any one time shall
not exceed \$ 20,000.00.

6. UTILITIES: NONE

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1000.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

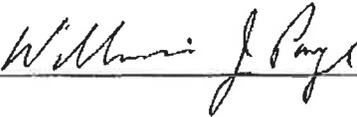
LESSEE: PATRYK JANISZEWSKI
BASKETBALL TRAINER

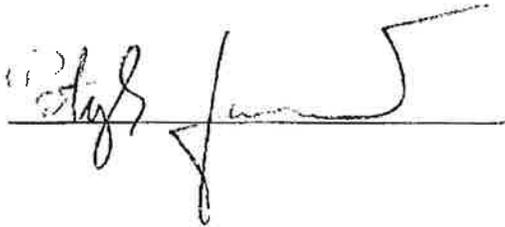
Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE





W 107
W 108

Lease Agreement – Warehouse Storage

^{Business}
Pineda Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 1st day of July, 2005, by and between PINEDA CENTER rental spaces, hereinafter referred to as ('LESSOR'), and Pack-A-Draw, Inc. of 602 Hawksbill Isle Dr, Satellite Beach, FL, phone 321-793-1551, hereinafter referred to as (LESSEE'). Contact in case of emergency: WILLIAM WAGNER.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 1078 in those buildings known as PINEDA CENTER 2915 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 40 feet by 50 feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 1 July, 2005. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1st day of each month in advance the sum of \$ 1,272 per month including sales tax (6%), payable to PINEDA CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises Pack-A-Draw, Inc., LESSEE shall not be permitted to perform work outside leased space (no auto repairs).

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-dscribed premises at any one time shall not exceed \$ 100,000.

6. UTILITIES: ELECTRIC & WATER

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1,200 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: PACK-A-Drawn, INC.
862 HAWKSBILL IS. DR.
SATELITE BEACH, FL. 32937

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

PINEDA CENTER (LESSOR) SIGNATURE

LESSEE SIGNATURE

William J. Pary

William E. Wagner, Pres.
PACK-A-DRAWN, INC.

EAST 108
109

Lease Agreement – Warehouse Storage

Pineda Business Center
2905 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 4th day of OCTOBER, 2013, by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'), and DONALD J. LONG of CENTENNIAL DEVELOPMENT GRP, phone 321-302-1894, hereinafter referred to as (LESSEE). Contact in case of emergency: KATHY LONG 321-591-7403

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 108.9 in those buildings known as PINEDA BUSINESS CENTER 2905 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 40 feet by 50 feet.
2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 5 Oct 2013. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.
3. RENT: The LESSEE shall pay to the LESSOR on the 5th day of each month in advance the sum of \$ 1060.00 per month including sales tax (6%), payable to PINEDA CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.
4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises _____ . LESSEE shall not be permitted to perform work outside leased space (no auto repairs).
5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-described premises at any one time shall not exceed \$ 100,000.

6. UTILITIES: None

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1000.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a line on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2905 Pineda Cswy
Melbourne, FL 32940

LESSEE: DONALD J. LONG
317 RIVEREDGE BLVD.
COCOA, FL 32922

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE

LESSEE SIGNATURE

William J. Pugh

Donald J. Long

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR SALE AND PURCHASE AND ADDENDUM
(COUNTEROFFER FROM WILLIAM PAGE) FOR ACQUISITION OF THE
PAGE PROPERTY AS PART OF THE PINEDA CAUSEWAY GRADE
SEPARATION PROJECT - DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>12/8/15</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>12/8/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>JD</u>	_____	<u>12/8/15</u>

AGENDA DUE DATE: December 1, 2015 for the December 15, 2015 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

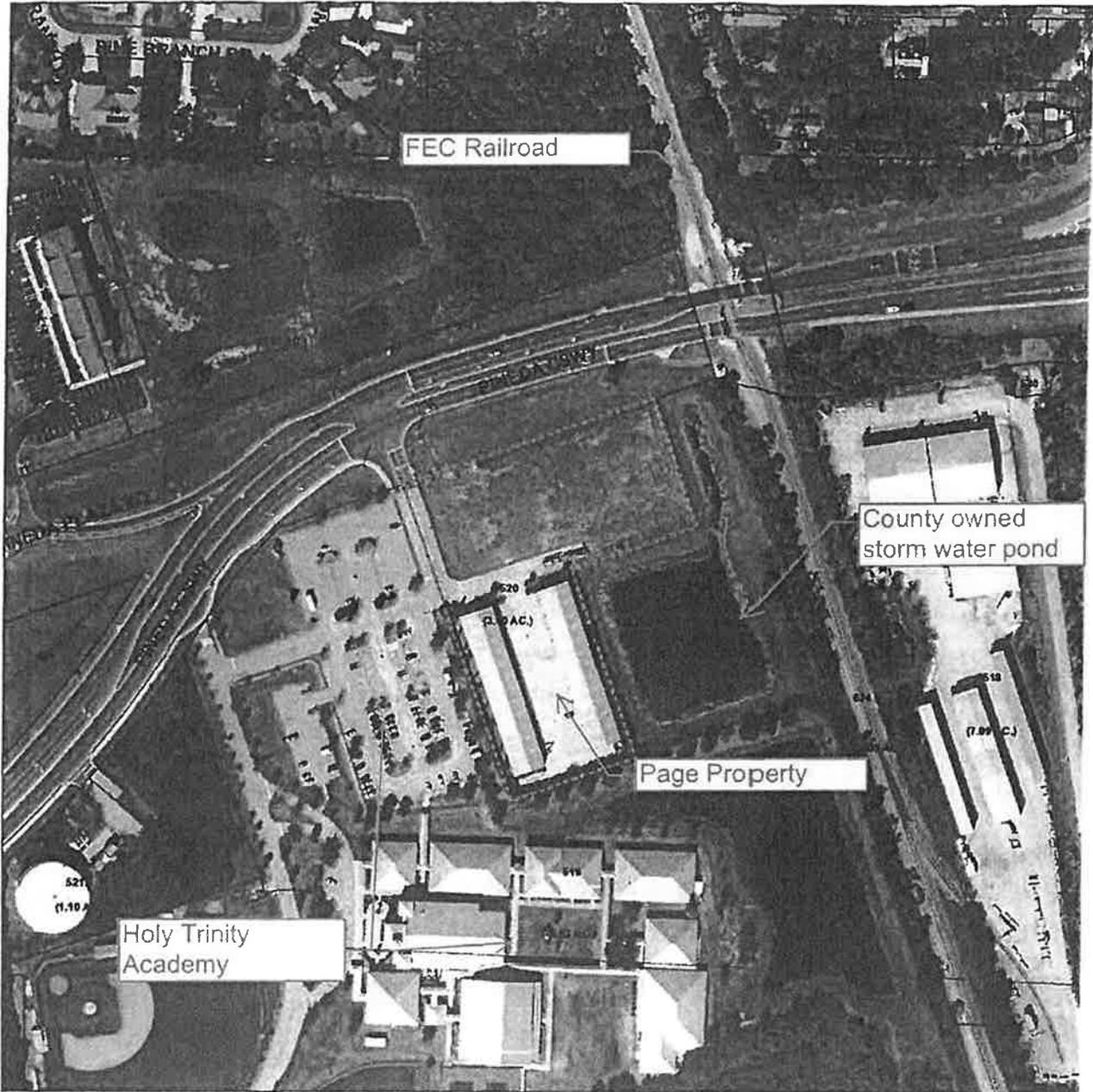
PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.



Dana Blickley, CFA
Brevard County Property Appraiser

Pineda Flyover - Page Property



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6863

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

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Printed Friday, June 20, 2014 at 10:25 AM. www.bcpao.us

**PROPERTY FACT SHEET
PROJECT: PINEDA CAUSEWAY FLYOVER**

OWNER:	William J. Page
PARCEL LOCATION:	2905 Pineda Causeway, Melbourne, FL
PARCEL SIZE:	3.39 acres – whole acquisition
ZONING/LANDUSE:	C – Warehousing, Distribution and Trucking Terminal, Van & Storage Warehousing
IMPROVEMENTS:	Two building – 13,050 square feet per building
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	26-37-19-00-00520.0-0000.00
MARKET VALUE:	\$925,000.00 (2014 Assessment)(Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 28, 1996 Sale amount: \$220,000.00
ROPER APPRAISAL DATE: Appraisal Amount:	11/16/15 \$3,300,000.00
BENSON APPRAISAL DATE: Appraisal Amount:	01/19/15 \$2,885,000.00
AVERAGE:	\$3,092,000.00

Page Property Rental
December 8, 2015

Tenant	effective date	per month rental	security deposit
Specialty Cars	9/23/2015	\$532.50	\$500.00
Sunrise Diving	11/25/2015	\$1,065.00	\$1,000.00
Patryk Janiszewski	5/1/2015	\$1,065.00	\$1,000.00
Pack A Drum	7/1/2005	\$1,272.00	\$1,200.00
Donald J Long	10/4/2013	\$1,060.00	\$1,000.00
total		\$4,994.50	\$4,700.00
		\$59,934 per year	

ADD-ON

Meeting Date
December 15, 2015



AGENDA	
Section	Unfinished Business
Item No.	V F

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Sale and Purchase and Addendum for the acquisition of the William J. Page property as part of the Pineda Causeway Grade Separation Project - District 4 (Fiscal Impact: \$3,635,000.00)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:
 It is requested that the Board of County Commissioners consider approval and authorization for the Chairman to execute the Contract for Sale and Purchase and Addendum for the acquisition of the William Page property as part of the Pineda Causeway Grade Separation Project in the amount of \$3,635,000.00.

Summary Explanation & Background:
 The subject property is located in Section 19, Township 26 South, Range 37 East.

At the regular Board meeting dated November 17, 2015, staff presented the Commercial Contract and Addendum for the acquisition of the William J. Page in the amount of \$4,100,000.00. Staff presented the Board with 3 (three) options related to the requested action and the Board choose option #2 (two) which involved rejecting the offer as written and directed staff to proceed with eminent domain.

Staff has begun the eminent domain process as directed. The Seller (Page), through his representative, has presented an amended offer in an effort to negotiate a settlement. The revised offer is in the amount of \$3,635,000.00 (inclusive of attorney's fees and expert costs and all other fees) with a request for extended occupation for current tenants with rental payments collected and kept by Page. Page will maintain the facility at his expense and provide proof of liability insurance in the amount of \$1,000,000.00 per incident.

In preparation for the eminent domain action, staff has had the appraisal updated and the current market value as indicated in the update is \$3,300,000.00.

- It is requested that the Board consider Page's offer and either:
1. Accept the offer as written (requiring a super-majority vote). Further, the Chair shall be authorized to execute the agreement and any documents required for closing that are in substantial conformance with the Contract terms (specifically the reservation of rights agreement).
 2. Reject the offer as written and direct staff to continue with eminent domain action.
 3. Reject the offer and direct staff regarding a counteroffer to remain open no later than December 18, 2015, while continuing forward with the eminent domain process. In this case, the Seller would have to accept the counteroffer as directed by the Board. Further, the Chair shall be authorized to execute the agreement and any documents required for closing that are in substantial conformance with the Contract terms (specifically the reservation of rights agreement). The Seller and/ or his representative may be present and may entertain an alternative offer at the Board's direction. If the counteroffer is over \$3,092,000.00 then a super-majority vote is required.

It is staff's recommendation that the Board select option three and direct staff accordingly.

Fiscal impact: FY 2015-2016: Grant 1700-344927-5610000
FY 2016-2017: No impact

Clerk to the Board Instructions: Forward executed Contract for Sale and Purchase and Addendum and the Board approval memo to Department.

Exhibits Attached: Contract for Sale and Purchase, Addendum and Exhibits, Location Map, Property Fact Sheet

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension					
Stockton Whitten	Assistant County Manager	John Denninghoff / 57202					

CONTRACT FOR SALE AND PURCHASE

Seller: William J. Page whose mailing address 20 Tropical Island Lane, Merritt Island, FL 32952

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: See Attached Description at Exhibit "A"

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$3,635,000.00 - THREE MILLION SIX HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before December 16, 2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, [] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [X] a title search and/or [] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on February 2, 2015 unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.
a. SELLER warrants that there are no parties in occupancy other than Seller. See addendum.
b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, develop ability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property [X] is [] is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [X] See attached addendum [] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA (Buyer)

Jim Barfield, CHAIRMAN

As approved by the Board

Date:

Handwritten signature of William J. Page
(Seller) William J. Page

Date 12-7-15

(Seller)

Date

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:
_____, (Deputy) County Attorney

W.P.

ADDENDUM TO CONTRACT BETWEEN BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND WILLIAM PAGE DATED

1. The parties acknowledge that this contract was negotiated in lieu of the buyer's proceeding with an eminent domain action to acquire Seller's property currently being used for commercial storage rental. In order to accommodate Seller's need to replace its current business located on the property, Buyer agrees that Seller will have the right to continue its present occupancy of the buildings and the parking area on the property post closing for a two (2) year period commencing with the date of closing on the property to the Buyer or thirty (30) days after C.O. Seller's new location is ready and available for use by the Seller's existing tenants, whichever occurs first. Seller shall:

- a) Pay the Buyer the sum of Ten and 00/100 (\$10.00) Dollars per year for the rental of the property.
- b) Due to the existence of ongoing leases (copies attached hereto at Exhibit E) Seller shall reserve the right to continue to occupy the existing improvements and shall be allowed to continue its existing use of the property, and to continue renting and receiving rent from existing tenants. No new leases or subleases shall be entered into by Seller with new tenants. The existing signs shall be allowed to remain in place during the continued occupancy of the property by Seller.
- c) Seller shall maintain and repair the property, pay taxes, provide property insurance in the amount of the value of the improvements and liability insurance in excess of 1,000,000 per incident throughout the occupation period. The proof of insurance shall show the buyer as a co-insured and shall be provided at closing. Failure to provide such proof of insurance shall be deemed a default of this agreement to allow use of the property and Seller and the tenants shall immediately vacate the premises. A form of the proposed reservation of occupation rights agreement is attached at Exhibit "D".
- d) Seller recognizes the continued occupancy rights are limited to the footprint of the buildings, the parking area and access to the improvements. The Buyer retains the right to occupy the unimproved areas of the property and to jointly use the access to allow storage and staging for road improvements.
- e) Seller recognizes and acknowledges that access to the property will change during the course of the construction of the road improvements. Buyer

W.P.

represents that access will be provided in substantial conformance with the plans shown at Exhibit C attached hereto and incorporated herein. However, there may be a period of weeks when alternative access will be provided across adjacent property in a path to be designated in the future.

f) Seller shall provide a security deposit of \$50,000.00 to provide for repairs required at the end of the occupancy by Seller and its tenants in the event the Seller has not maintained and repaired the improvements as required by this agreement. The security deposit shall also be used to reimburse the Buyer for any costs related to removal of tenants or the Seller at the end of the occupancy period. Any unused funds shall be reimbursed to Seller. This security deposit shall not be used to repair damages caused to the premises by Buyer's employees and agents.

g) Seller recognizes Buyer intends to remodel the existing structures and that from time to time Buyer will need access to the existing improvements for purposes of gathering information to plan and design the remodeling required by Buyer. Seller shall allow access to the buildings on site during normal business hours. Seller shall provide 48 hour notice prior to entering the site to allow Seller time to notify the tenants of the entry onto the property. Buyer shall use reasonable efforts to avoid interference with any ongoing activities of the Seller or Seller's tenants.

2. The purchase price for the property includes all expert witness fees and payment of all attorneys' fees and any other costs incurred by Seller in regard to the acquisition of the property by the Buyer. Seller has no further claims of any nature against Buyer as a result of this acquisition and negotiation in anticipation of eminent domain.

3. If the Seller wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 or Section 1033 of the Internal Revenue Code ("Exchange"), the other Buyer will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided however, the Buyer shall incur no liability or cost related to the Exchange and the closing will not be contingent upon, extended, or delayed by the Exchange.

4. The terms set forth in this Addendum shall supersede any conflicting terms or conditions set forth in the Agreement.

5. The Agreement and Addendum shall survive closing.

WJP
William J. Page

EXHIBIT A
(Legal Description)

PRESENTATION OF DATA

200 IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

Identification of Property

The subject property is located along the south side of Pineda Causeway, approximately 100 feet west of the Florida East Coast Railroad right of way, at the physical address of 2905 Pineda Causeway, Melbourne, FL 32940.

Legal Description of the Subject Property, Tax Account Number 2606131

The subject property legal description provided was taken from MAI, Architecture Engineering Construction plans of the subject property with a date of April 29, 2003.

LEGAL DESCRIPTION

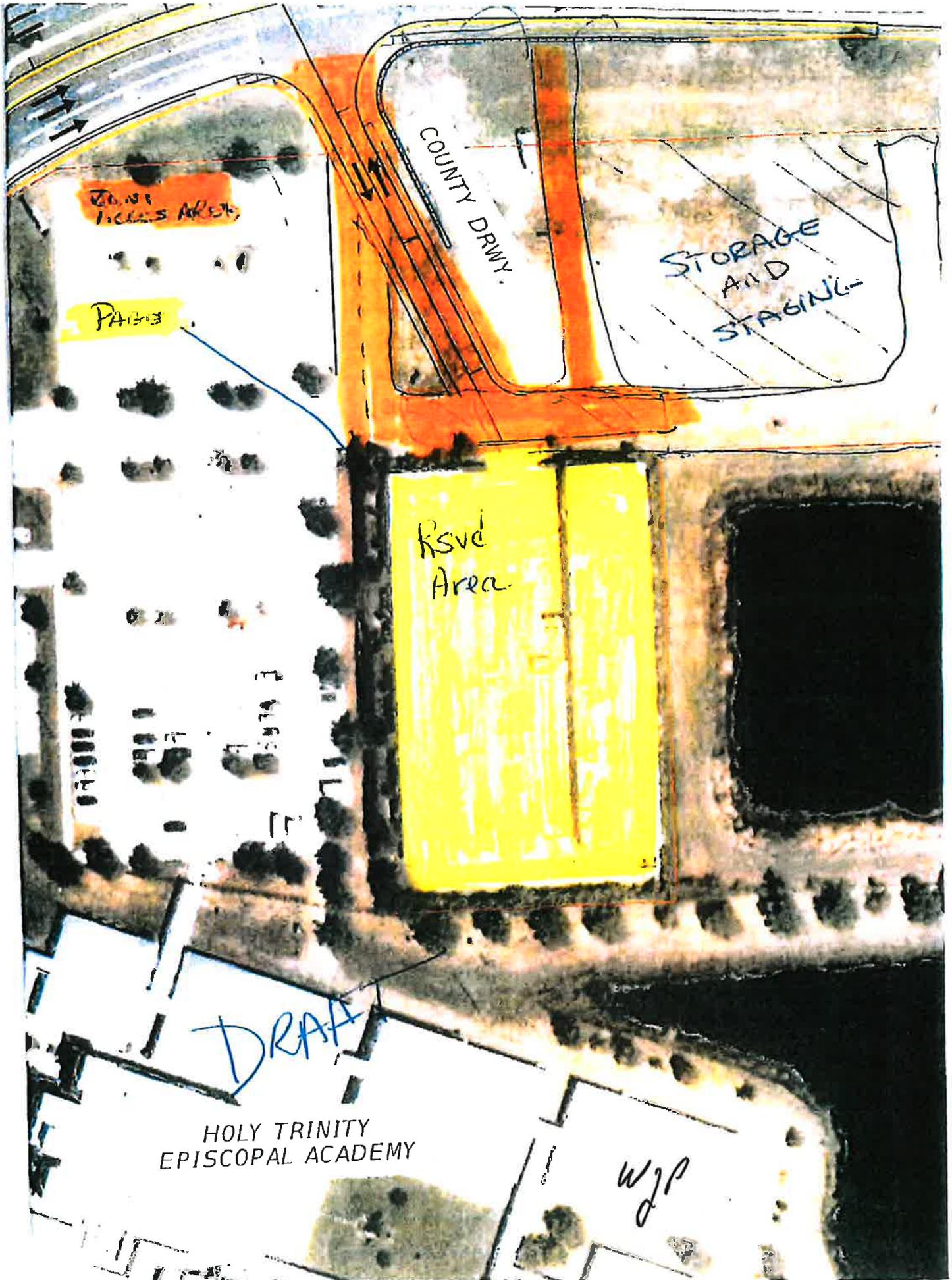
A PORTION OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2468, PAGE 1636 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING A PART OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL BEING A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445, AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY, AND THE SOUTH RIGHT OF WAY LINE OF THE PINEDA CAUSEWAY EXTENSION, A 200 FOOT RIGHT OF WAY AS SHOWN IN ROAD PLAT BOOK 1 AT PAGE 47 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 70 DEGREES 00'40" W, ALONG SAID SOUTH RIGHT OF WAY LINE, 100.21 FEET TO A 5/8 INCH IRON ROD AND CAP, FBS&J LB 024, ALSO BEING THE POINT OF BEGINNING; THENCE S 19 DEGREES 22'03" E, 210.04 FEET TO A 5/8 INCH IRON ROD AND CAP, FBS&J LB 024; THENCE S 70 DEGREES 00'31" W, 199.98 FEET TO A 5/8 INCH IRON ROD AND CAP, FBS&J LB 024; THENCE S 19 DEGREES 22'40" E, 308.23 FEET TO A 5/8 INCH IRON ROD AND CAP, FBS&J LB 024 ON THE SOUTH LINE OF SAID PARCEL; THENCE S 70 DEGREES 00'59" W, ALONG SAID SOUTH LINE, 204.31 FEET TO A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445 AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N 19 DEGREES 21'54" W, ALONG THE WEST LINE OF SAID PARCEL, 518.26 FEET TO A 5/8 INCH IRON ROD AND CAP, DEITHORN LB 6445 AT THE NORTHWEST CORNER OF SAID PARCEL; THENCE N 70 DEGREES 00'44" E ALONG SAID SOUTH RIGHT OF WAY LINE, 404.22 FEET CONTAINING 3.3443 ACRES MORE OR LESS.

A

WJP

EXHIBIT B
(Sketch of staging and storage area)



COUNTY DRWY.

STORAGE AND STAGING

Rsvd Area

DRAA

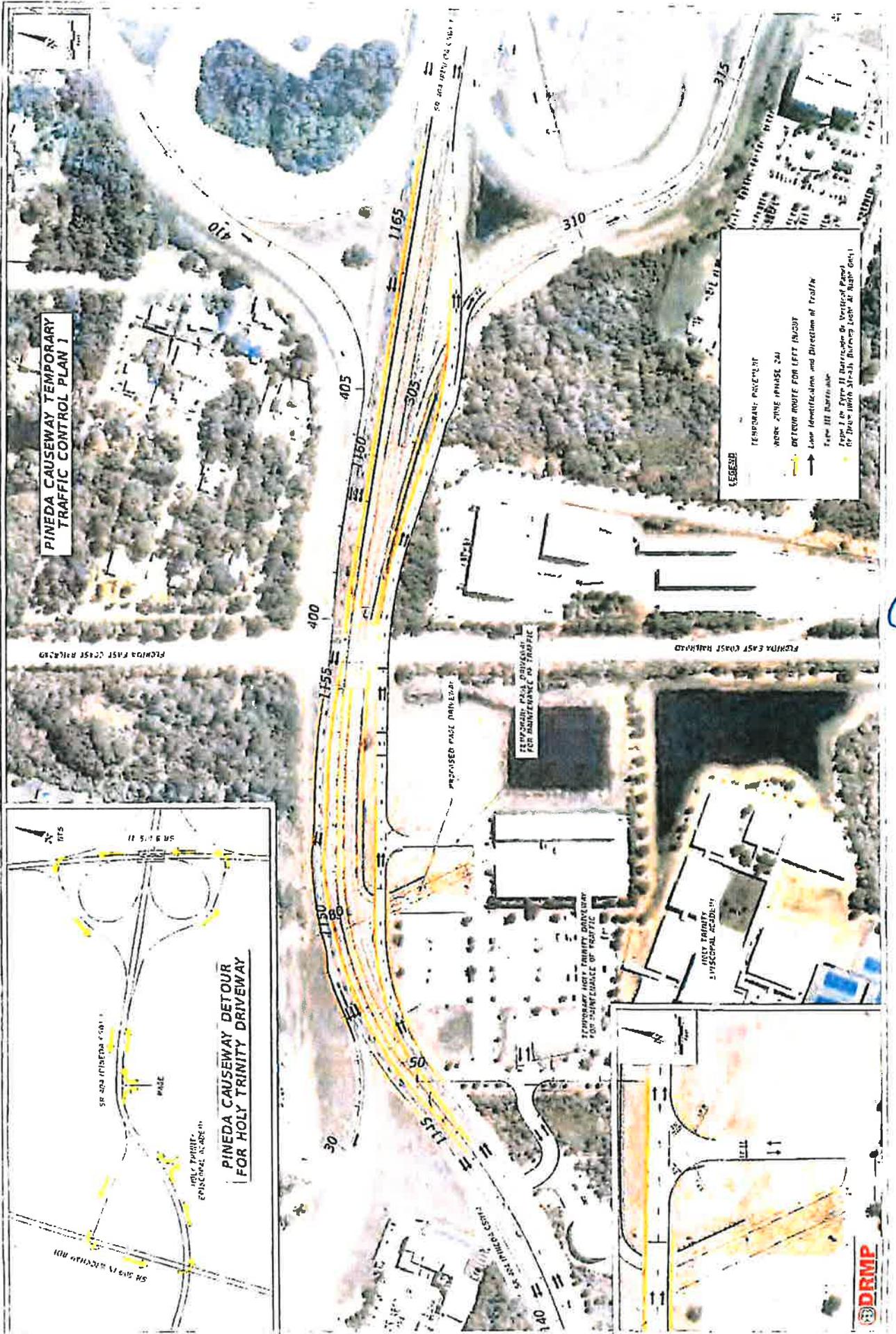
HOLY TRINITY EPISCOPAL ACADEMY

WJP

COUNTY LINES AREA

PAVING

EXHIBIT C
(Maintenance of Traffic/ Access plan)



PINEDA CAUSEWAY TEMPORARY TRAFFIC CONTROL PLAN 1

PINEDA CAUSEWAY DETOUR FOR HOLY TRINITY DRIVEWAY

LEGEND

- TEMPORARY PAVEMENT
- WORK ZONE (PHASE 2A)
- DETOUR ROUTE FOR LEFT INBOUND
- Left Identification and Direction of Traffic
- Phase III Barricade
- Phase I or Type II Barricade Or Vertical Panel for Drop with Struck Barricade Left or Right Only

C2

WPM



Exhibit D
(Reservation of right to continued occupation)

Reservation of Rights Agreement to be prepared and signed by the parties prior to closing. In the event the parties fail to agree and sign a Reservation of Rights Agreement, then either party shall have the unrestricted right to terminate this Contract for Sale and Purchase without liability to the other party.

A handwritten signature in black ink, appearing to be 'WJ' followed by a flourish.

Agreement Regarding
Reservation of Right to Occupy
by and between

William Page (Page)

and

Brevard County, Florida (County)

Dated _____, 2015

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AGREEMENT REGARDING RESERVATION OF RIGHT TO OCCUPY (AGREEMENT)

This triple net agreement is made and entered into as of the ____ day of _____, 2015 (the "Commencement Date"), by and between Board of County Commissioners of Brevard County, Florida ("County") and William J. Page ("Page").

R E C I T A L S

1. County is acquiring fee simple title to the Premises as shown in Exhibit "A".

2 At the time of transfer, Page desires to reserve a right to a short term right to continue to occupy the premises for himself and the tenants whose leases are shown at Exhibit "B". The maximum length of the reserved right is two years from the date of closing if it is not terminated earlier based on the terms of this Agreement. The reservation of right to continued occupation is part of the consideration for the sale of the Premises to County, and this agreement further defines the obligations of the parties during the term of continued occupancy by Page.

NOW, THEREFORE, in consideration of the sale of the property and consideration paid therein, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, County and Page hereby covenant and agree as follows:

1. Demise of Premises. County does hereby acknowledge the maximum two year reservation of occupancy rights by Page, on the improved real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, together with all improvements and parking areas located thereon and circled in yellow on Exhibit "A". (collectively, the "Premises"). In addition to the Premises, Page and his tenants (as shown in Exhibit "B") shall have rights to joint use of access to the Premises, by way of the highlighted areas in green, red and purple on Exhibit "A". The parties recognize there may be a limited time period when access may have to be provided across or through an adjacent parcel.

2. Term. The "Term" of this reservation and this agreement shall commence on the Commencement Date and shall expire at midnight on February 4, 2017, unless sooner terminated as provided in this Agreement. Page contemplates acquisition of an alternate site to serve Page and his tenants. In the event the alternate site is completed and a certificate of occupancy is issued prior to February 4, 2017, Page and the tenants shall vacate the premises within 30 days of the issuance of the certificate of occupancy for the alternate location and the reservation of right to occupy shall be terminated. Page agrees that upon the expiration or earlier termination of the Term, Page shall surrender and deliver the Premises to County in good order and condition, ordinary wear and tear excepted.

3. Consideration.

This Agreement is part of the negotiated sale of the Premises to the County and the consideration for both transactions is included in the payment to Page and the benefits received by the County therein.

Page and County agree that this shall be a "triple net" agreement meaning that, except as may be otherwise set forth in this Agreement, Page shall pay any and all costs and expenses associated with the ownership and operation of the Premises including, but not limited to all ad valorem real and personal property taxes, insurance premiums (including premiums on insurance carried by County), utility charges and all other expenses and charges of every kind and nature and other payments relating to the Premises which may arise or become due during the Term and that Page shall indemnify and save harmless County from and against them as well as all other damages, costs and expenses, including, without limitation, reasonable attorneys' fees and other legal and court costs (at both the trial and appellate levels) which County may incur in enforcing this Agreement, and any and all other sums which may become due by reason of Page's default or failure to comply with its obligations under this Agreement. In the event Page fails to promptly pay these items and County is required to pay, payment be payable to the County upon County's written demand therefore, all at the address designated by the County in the demand.

4. Condition of Premises. Page represents and warrants to County that (a) it has inspected the Premises and is thoroughly acquainted with its condition and agrees to take the Premises "AS IS" and "WHERE IS". Page indemnifies and holds County harmless from and against any injury or damage to persons, tangible personal property, or to the operation of Page's business or tenants resulting from the condition of the Premises, and/or cessation of operations or malfunction of any equipment or apparatus serving the Premises including, but not limited to: (i) fire, explosion, falling plaster, sick building syndrome, or broken glass; (ii) gas, electricity, or electrical disturbance; (iii) any dampness, water, rain, mold or leaks from pipes, appliances, plumbing works, the roof, the street, or subsurface, or any other part of the Premises; (iv) any latent or apparent defect or change of condition in the Premises; (v) crime, accident, or natural disorder; (vi) electrical, mechanical, or plumbing equipment, or (vii) any other cause of whatever nature. Page agrees to indemnify and hold County harmless from and against any and all claims for personal injury or property damage arising from the use or occupancy of the Premises by Page. The foregoing indemnities by Page shall survive the expiration or earlier termination of this Agreement and shall include all costs and expenses of County including attorney's fees and costs at both the trial and appellate levels.

5. Escrow/Security Deposit. Page shall provide a \$50,000 escrow payment for a security deposit to be deducted from the payment to Page at closing on the Premises. The escrowed funds shall be used to cover the costs of any repairs required due to Page's failure or his tenants' failure to comply with the maintenance and repair provisions of this Agreement. Further, the escrowed funds shall be used by County in the event Page or the tenants fail to vacate the property in a timely fashion and costs are incurred to remove them from the property. Nothing herein limits Page's liability to \$50,000; Page shall be liable for all costs for failure to maintain, repair and vacate the Premises as required by the Agreement. The escrowed money may be credited against the amount owed to County for such failure to perform. The escrowed funds shall be held by Phillip Nohrr, Trust Account.

6. Damage by Page; Maintenance and Repair of Premises. Page shall be liable for all damage caused by Page's acts or omissions or that of Page's agents, servants, employees, licensees, invitees, guests and/or patrons. Page, at his sole cost and expense, shall keep the Premises, including, but not limited to, the exterior and interior of the buildings on the Premises, the land and parking areas including, but not limited to, all building systems including plumbing,

air conditioning, electrical service, utility lines, meters, pipes, freezers, conduits, and sprinkler systems serving the Premises, in good repair and in clean and sanitary condition during the Term of this Agreement. The foregoing shall include all routine repairs, maintenance and replacements including replacements of light bulbs, tubes and ballasts. Page shall also care for, trim, fertilize, water and maintain the lawns, plantings, shrubs and trees, if any, on the Premises, at Page's expense, in such a manner as to preserve the same in good condition and appearance during the continuance of this Agreement, including irrigation system maintenance. Page, at his sole cost and expense, shall comply with all governmental statutes, laws, ordinances, resolutions, orders and directions of proper public officers in connection with the condition and maintenance of the Premises during the Term of this Agreement, and upon the expiration or earlier termination of the Term shall yield and surrender the Premises to County in good condition, ordinary wear and tear only excepted. Page further agrees to maintain all glass, including plate glass and any special glass, or equipment, at its expense, and shall replace the same with glass of the same size and quality in the event of breakage or damage to any such glass. Page further agrees at its own expense, to maintain the foundation, exterior walls and roof of the Premises. Page shall be responsible for making any changes to the Premises required to bring the Premises into compliance with any governmental regulations including, but not limited to, the Americans with Disabilities Act and the Clean Air Act if required by the use of the property by Page or any of his tenants. Upon the giving of notice and the expiration of any applicable cure period, County shall have the option of entering the Premises and making all necessary repairs at Page's cost and expense. No such notice shall be required in the event of an emergency requiring immediate attention to avoid the threat of harm to persons or property. During the Term, Page shall promptly provide County with copies of all maintenance information, assessments, reports, repair estimates and notices prepared, obtained, provided to and/or received by Page and/or its agents, employees and contractors in connection with or relating to the condition, maintenance and/or repair of the Premises. Failure of Page to keep the Premises in good repair and in clean and sanitary condition during the Term of this Agreement shall constitute a default under this Agreement.

7. Alterations by Page. Page may not make alterations, replacements or additions to the Premises other than those required for maintenance and repair as required herein.

8. Use of Premises.

8.1 Permitted Use. The "Permitted Use" of the Premises by Page shall be for commercial warehouse purposes and the tenants uses described in Exhibit "B". No other leases of the Premises shall be entered into by Page. The Premises shall be used for no other purpose without the prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Page shall obtain and maintain, at Page's sole cost and expense, all permits, variances and other consents or licenses necessary in order to use the Premises for the Permitted Use under this Agreement. Page shall, at County's request, provide copies of all current permits, variances, licenses and other consents to County as well as all renewals of such permits, variances, licenses and consents.

8.2 Prohibited Uses. Page shall not bring, keep or permit to be done in, on or about the Premises, anything which is prohibited by or will in any way conflict with any recorded covenant, condition, restriction or any law, statute, ordinance or governmental rule or

regulation now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy, or will, without County's consent, in any way increase the existing rate of or affect any hazard insurance policy upon the Premises or any of its contents, or cause a cancellation of any hazard insurance policy covering the Premises. Page shall not do or permit anything to be done in or about the Premises which will in any way materially increase the risk of damage or injury to persons or property in or about the Premises, or use or allow the Premises to be used for any improper or unlawful purpose, nor shall Page cause, maintain or permit any nuisance in, on, or about the Premises or commit or suffer to be committed any waste in, on or about the Premises.

9. Utilities; Security. Page shall arrange and pay for all utility services supplied to the Premises in order to use and occupy the Premises in compliance with all applicable laws including, but not limited to, water and sewer, janitorial services, electricity, gas, solid waste removal, telephone (including cellular reception), cable television, internet and security services for the Premises. Such security services shall be provided in a form and substance (e.g., alarms, cameras, security personnel etc.) as necessary to protect Page's employees, agents, invitees, or licensees for losses due to theft or burglary, or for damages done by persons in the Premises or for any injury, trauma or other harm to any person. Notwithstanding the foregoing, County shall have no liability to Page, its employees, agents, invitees, or licensees for losses due to theft or burglary, or for damages done by persons in the Premises or for any injury, trauma or other harm to any person, and neither shall County be required to insure against any such losses. No irregularity or stoppage of any of these utilities or services will create any liability for County (including, without limitation, any liability for damages to Page's personal property caused by any such irregularity or stoppage); constitute an actual or constructive eviction.

10. Signs. Page shall not have the right to construct, erect, place, put, paint, maintain or control on the Premises any exterior sign or signs, without first obtaining the written consent and approval of the same from County, and upon obtaining such consent and approval from County, any such sign or signs must comply with all rules, regulations, laws, statutes and ordinances and/or applicable governmental authorities, and must be erected and maintained so as to not cause damage to the building which is situate on the Premises. County shall have the right to erect signs advertising its ownership of the property.

11. Licenses, Fees and Taxes. Page shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Page conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals to the existing tenants shown at Exhibit "B".

12. Tenant to Observe Laws, Rules and Regulations. Page shall promptly observe, comply with and execute at its own cost and expense all present and future laws, rules, requirements, orders, directions, ordinances, and regulations, of any and all governmental authorities or agencies, bureaus, boards or officials, and of any Board of Fire Underwriters relating to the Premises and/or the use thereof by Page. Page, however, may contest, review or appeal from all governmental laws, rules, requirements, orders, directions, ordinances or regulations, provided Page shall, prior to contesting the same, notify County in writing of its intention to do so, and shall guarantee to County that its title or other interest in the Premises shall not be divested nor shall there be any seizure, destruction, alteration or other interference

with the Premises by any governmental authority, and provided that all such proceedings shall be promptly commenced by Page and diligently prosecuted by Page at its expense to a speedy and final conclusion. In the event Page contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Page agrees to hold harmless and indemnify County, and County's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that County may at any time sustain by reason of any such contamination.

13. Insurance. At all times subsequent to the commencement date of the term of this Agreement and during the full term, Page shall keep the Premises covered, at Page's sole cost and expense by the following types of insurance:

(a) Fire and extended coverage multi-peril insurance in an amount equal to all improvements on the Premises and all of 100% of the full replacement cost of all fixtures, equipment and the Personal Property (as defined below) located on the Premises. Any policy providing such coverage shall contain the so called special coverage all risk endorsement and the full replacement cost endorsement and also provide protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Page acknowledges and agrees that such policy may need to be obtained by County based upon its insurable interest and, in such case; Page shall be responsible for and pay the premium for such insurance.

(b) Comprehensive General Liability insurance with respect to the Premises and Page's activities in and about the Premises, insuring against liability for personal injury or death, property damage or other loss, with deductibles of no more than \$10,000 and in amounts no less than \$1,000,000 with respect to personal injury or death to any one person; \$2,000,000 with respect to personal injury or death arising out of any one occurrence; and \$1,000,000 with respect to property damage or other loss arising out of any one occurrence to cover at least the following hazards: (i) premises and operations; (ii) products and completed operations; (iii) independent contractors; (iv) contractual liability; and (v) contractual liability covering the indemnities contained in the Reservation to the extent such indemnity is covered by the required Commercial General Liability insurance.

(c) Workmen's Compensation Insurance in at least the statutorily required amounts.

(d) Windstorm and flood insurance in the maximum coverages available.

(e) Plate glass insurance on the Premises in an amount sufficient to cover the value of the plate glass which is located on the Premises.

(f) Automobile insurance for any owned automobiles or other vehicles in amounts no less than \$1,000,000 with respect to personal injury or death to any one person; \$2,000,000 with respect to personal injury or death arising out of any one occurrence; and \$500,000 with respect to property damage or other loss

(g) Excess liability insurance in an amount not less than \$5,000,000 per occurrence/general aggregate on terms consistent with the commercial general liability insurance required under subsection (b) above.

(h) Against such other hazards and in such amounts as County may from time to time reasonably require for similar Permitted Uses upon providing Page with no less than thirty (30) days written notice to obtain any additional coverage reasonably required herein.

Notwithstanding the foregoing, the above amounts shall be subject to increase at any time, from time to time, if County, in the exercise of its reasonable discretion, shall deem it necessary for adequate protection. Within thirty (30) days after demand of such increase by County, Page shall furnish County with evidence that such demand has been complied with. All insurance required to be maintained by Page shall be affected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to County. As a condition precedent to the effectiveness of this Agreement, Page shall deliver to County the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Page and County shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Page shall name Page and County as the insureds as their respective interests may appear.

With respect to any third party contractors and/or service providers engaged by Page relative to the Premises and/or the Permitted Use that are currently required to name Page as an additional insured, such third party contractors and/or service providers shall similarly name County as an additional insured which coverage shall be subject to County's review and reasonable approval taking into account the nature of the services being provided and the risks associated therewith. Additionally, Page shall use commercially reasonable efforts to obtain an indemnity in favor of County from such third party contractors and/or service providers; provided Page's failure to do so shall not be considered a default under this Reservation. Page shall provide County with the certificates of insurance naming County as an additional insured, which certificates shall be delivered to County at the closing on the Premises.

14. Destruction by Casualty. In the event of damage or destruction to the Premises by fire or other cause, County shall have the option to repair or restore the same, as the case may be; to the extent insurance proceeds are available. If County elects not to repair or restore the Premises, then County shall elect to clean up the damaged areas of the Premises and put the area in a safe condition, in which case this Agreement shall continue in full force and effect, provided that Page can conduct business in a regular course on the Premises. Notwithstanding the foregoing, in the event that the cost to repair the damage to the Premises is Fifty Thousand and 00/100 Dollars (\$50,000.00) or less, as estimated by County's insurance adjuster, County agrees to repair the damage to the extent insurance proceeds are available and have been paid to County; it being acknowledged and agreed that County shall not be required to advance any funds from its own account to repair the damage and, in such event, the provisions of subsection (a) above shall apply until the insurance proceeds are received and the damage repaired. County shall notify Page of the options selected by County within thirty (30) days after such event; provided,

however, that in the event County exercises such option to repair or restore the Premises, the same shall be done within a reasonable period of time from the date of such damage or destruction and only to the extent insurance proceeds are available. County shall not be responsible in the event of delay in said repairing or restoring if the same is due to causes beyond County's control. If County exercises the option to repair or restore the Premises, the Premises shall be in character and appearance, equal to the Premises damaged or destroyed. If such damage or destruction shall be of such extent that Page cannot conduct business in a regular course on the Premises, then Page and his tenants shall vacate the premises in 30 days.

15. Entry Upon Premises. Page agrees that County may at any reasonable time or times during the business hours of Page and Page's tenants as shown in Exhibit "B", enter upon the Premises for the purpose of showing the Premises for future remodeling or reconstruction, or to inspect the same, or to make necessary repairs where County is obligated to make such repairs or where Page is delinquent in making repairs it is obligated to make. Page further agrees to allow County to enter upon the Premises at all reasonable times for the purpose of installing or servicing electrical wiring, telephone cables, water and sewer lines, or other similar transmission lines, which cross the Premises for the purpose of rendering service to adjacent property.

16. Assignment and Subletting. Page shall not sublet the Premises, in whole or in part, or assign this Agreement, in whole or in part, or transfer or assign any interests in Page, without the prior written consent of County in each instance, which consent may be withheld in County's sole and absolute discretion. No assignment or sublet nor acceptance of Rent by Page or County from any assignee or subtenant, nor any other dealings of County with any assignee or subtenant shall in any manner relieve any such assignee, subtenant or successor in interest of the duty of performance of all the terms, covenants and conditions contained in this Agreement.

17. Personal Property. In connection with Page's conveyance of the Premises to County, Page also conveyed certain personal property to County by virtue of that Bill of Sale Absolute executed contemporaneously with this Agreement (collectively, the "Personal Property"). County hereby grants Page a revocable license to use the Personal Property during the Term. Page shall be liable for all damage to the Personal Property caused by Page's acts or omissions or that of Page's agents, servants, employees, licensees, invitees, guests and/or patrons. Throughout the Term, Page, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Personal Property. Upon the occurrence of an event of default by Page under this Agreement, County shall have the option, in addition to any other remedies provided herein or by law, to revoke the license granted hereunder and enter upon the Premises with or without the permission of Page and take possession of any and all of the Personal Property without liability for trespass. Upon the expiration or earlier termination of this Agreement, Page shall return the Personal Property to County in good order and condition, reasonable wear and tear excepted.

18. Covenants as to Breach and Remedies.

18.1 Events of Default. Each of the following events is a default and a material breach of this Agreement by Page:

(a) If Page fails to pay County charge when it becomes due and payable and fails to make such payment within five (5) days after written notice by County to Page;

(b) If Page fails to perform any of its non-monetary obligations under this Agreement and such non-performance continues for a period within which performance is required to be made by specific provision of this Agreement or, if no such period is provided, for a period of fifteen (15) days after notice by County to Page;

(c) If Page files any proceeding under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, or for dissolution under the laws of the United States or of any state, or voluntarily takes advantage of any such law or act or is dissolved or makes an assignment for the benefit of creditors;

(d) involuntary proceedings under the Bankruptcy Code, any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law or for the dissolution of a corporation are instituted against Page or if a receiver or trustee is appointed of all or substantially all of the property of Page and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; and/or

(e) If Page vacates, abandons or ceases doing business on the Premises for thirty (30) consecutive days or more, or indicates its intention to do so.

In the event of a default under this Agreement, in addition to all remedies available at law and in equity (including the right to enjoin and restrain the breach), County may (i) treat this Agreement as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Page; (ii) retake possession of the Premises for the account of Page and relet the Premises, or any part thereof, for such term or terms and at such rental and upon such other terms and conditions as County may deem advisable, in which event the rents received by County from reletting shall be applied first to the payment of such expense as County may be put to in reentering and reletting the Premises, including, without limitation, broker's commissions, advertising costs, expenses of remodeling the Premises. County may, at any time elect to terminate this Agreement for any breach, and in addition to any other remedies it may have, it may recover from Page all damages that it may incur by reason of such breach including the cost of recovering the Premises.

18.2 Cure by County. After expiration of the applicable period of notice, or without notice in the event of any emergency, County at its option may, but shall not be obligated to, make any payment required of Page or perform any obligation of Page, and the amount County pays, or the cost of its performance, together with interest on such amount at the highest legal rate permitted, shall be deemed to be payable by Page on demand. County shall have the right to enter the Premises for the purpose of correcting or remedying any default after expiration of any applicable cure period afforded Page herein, but neither any expenditure nor any such performance by County shall be deemed to Page's default or the right of County to take

such action as may be otherwise permissible in the case of default. County shall have no liability to Page for any loss or damages resulting from any such action by County, and entry by County under the provisions of this Agreement shall not constitute breach of the covenant for quiet enjoyment or an eviction.

18.3 Independent Rights. The rights and remedies of County are distinct, separate and cumulative, and no one of them, whether or not exercised by County, shall be deemed to be to the exclusion of any of the others.

18.4 Non-waiver. The failure of either party herein to insist upon strict performance of any of the other's obligations under this Agreement shall not be deemed a waiver of any rights or remedies that the non-defaulting party may have and shall not be deemed a waiver of any subsequent breach or default by the defaulting party. The exercise by either County or Page of any options under the Agreement shall not be deemed to be the exclusive remedy of said party.

18.5 Attorneys' Fees. Each party shall bear its own attorneys fees and costs except as otherwise providing by this agreement.

18.6 BY SIGNING THIS AGREEMENT, PAGE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF PAGE'S PERSONAL PROPERTY, IF ANY.

PAGE HEREBY EXPRESSLY WAIVES ANY RIGHT WHICH PAGE MAY HAVE UNDER FLORIDA STATUTES, §83.20, OR ANY SUCCESSOR OR REPLACEMENT STATUTE OR AMENDMENT OR MODIFICATION THERETO, OR UNDER ANY OTHER LOCAL, STATE OR FEDERAL LAW, ORDINANCE, BY-LAW, RULE OR REGULATION (TO THE EXTENT WAIVABLE) TO RECEIVE ADVANCE NOTICE OF ANY DEFAULT OR ANY OPPORTUNITY TO CURE SAID DEFAULT. PAGE'S RIGHTS IN THE EVENT OF DEFAULT SHALL BE LIMITED TO THE RIGHTS, IF ANY, SET FORTH IN THIS AGREEMENT.

19. Performance by County of Page's Obligations. In the event County shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Page to perform one or more of the covenants herein contained to be kept and performed by Page, then in such event, the sum or sums so paid by County, together with all interest, expense or obligations incurred by County, shall be considered amounts owed by Page to be deducted from the escrowed funds or paid by Page if the escrowed funds have been exceeded or used.

20. Surrender. The voluntary or other surrender of this Agreement by Page or a mutual cancellation thereof, shall not work a merger, and shall, at the option of County, terminate all or any existing subreservations or subtenancies or, at the option of County, may operate as an assignment to it of any or all such subreservations or subtenancies. Page agrees to deliver to County physical possession of the Premises upon the termination of this Agreement or

expiration of the Term, in good order and condition. If, at the expiration of the Term, Page continues to occupy the Premises, such holding over shall not constitute a renewal of this Agreement and Page be responsible for all additional costs to the County resulting from Page or his tenants failing to vacate the Premises in accordance with the Agreement.

21. Notices. All notices to be given to Page shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed top age at the Premises. Notices to be given to County shall be given in a like manner and addressed to County at 2725 Judge Fran Jamieson Way, Building C County Manager's Office Viera, FL 32940 or such other address as County shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

22. Waiver. In the event County does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that County shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Agreement .

23. Successors and Assigns. The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

24. Invalidity of Any Provisions. If any term, covenant, condition or provision of this Agreement shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

25. Miscellaneous. The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

26. Hazardous Waste. Page agrees that the Premises shall not be used for the discharge or storage of any Hazardous Substance as defined in any Environmental Law as hereinafter defined. Page agrees to indemnify County and hold County harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (at both the trial and appellate levels), costs of any settlement or judgment in claims of any and every kind, whatsoever paid, incurred or suffered by, or served against County by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or rereservation from the Premises, in connection with Page's or Page's tenants' operations thereon, of any Hazardous Substance in violation of any Environmental Law, including any such loss or liability arising under any Environmental Law. If Page receives any notice of: (i) the happening of any material event in violation of an Environmental Law involving the escape, seepage, leakage, spillage, discharge, emission, rereservation or cleanup of any Hazardous Substance on the Premises in connection with Page's operations thereon, or (ii) any complaint, order, citation, or material

notice with regard to air emission, water discharge or any other environmental health or safety matter affecting Page (an "environmental complaint") from any person or entity, Page shall immediately notify County orally and in writing of said notice. Any breach of any warranty or representation contained in this paragraph shall be an event of default under the Agreement, which, if not cured within sixty (60) days of notice thereof, shall entitle County to exercise any and all remedies provided in the Agreement or otherwise provided by law; provided, however, County agrees that if the remedy or such default cannot be reasonably achieved within said sixty (60) day period, then Page shall have such further time as is reasonable under the circumstances to effect such remedy provided that Page shall notify County within the sixty (60) day curative period of the necessity for additional time and provided further that Page shall institute immediate steps to effect such remedy and shall continuously and diligently pursue such remedy to completion.

For purposes of this Section the following definitions shall apply:

"Hazardous Substance" means any and all pollutants and contaminants, and any and all toxic, caustic, radioactive or otherwise hazardous materials, substances or wastes that are regulated under any Environmental Law, and includes, without limitation, petroleum and its derivatives and by-products, and any other hydrocarbons, asbestos or asbestos containing material, and polychlorinated biphenyls. "Hazardous Substances" shall not include commercially reasonable amounts of such materials used in the ordinary course of operation of the Premises which are used and stored in accordance with all applicable Environmental Laws.

"Environmental Law" means any and all federal, state, and local laws (including statutes, common or case law), regulations, ordinances, rules, judgments, judicial decisions, orders, decrees, or codes, relating to the protection of human health or safety or the Environment or to emissions, discharges or Reservations of any Hazardous Substance into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substance or the containment, removal or remediation thereof including those relating to design, formulation, packaging, shipping or use of products to reduce risks to health, safety or the environment.

27. Required Statement. Florida Statute §404.056(7) requires the following statement to be included in this Agreement: 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.

28. Indemnification; Limitation of County's Liability.

28.1 Indemnification. Without limiting and in addition to any other indemnity provisions in this Agreement, Page shall indemnify, defend with counsel reasonably acceptable to County and save County harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees and costs at both the trial and appellate levels, by or on behalf of any third person, party or governmental authority whatsoever arising out of (a) any

failure or alleged failure by Page to perform any of its obligations under this Agreement, (b) any accident, injury or damage which occurs in or about the Premises, however occurring, due to the acts, omissions, negligence or willful misconduct of Page or that of Page's agents, servants, employees, tenants, licensees, invitees, guests and/or patrons, (c) any matter arising out of the condition, occupation, maintenance, alteration, repair, use or operation of the Premises or any part of it. The indemnity set forth as well as all other indemnities set forth in this Agreement by Page in favor of County, shall survive the expiration or earlier termination of this Agreement. Nothing herein is intended to waive County's sovereign immunity.

28.2 Limitation of County's Liability. The term "County," as used in this Agreement, shall mean only the owner or owners, at the time in question, of the fee title to the Premises. In the event of any transfer of such title or interest, County as named in this Agreement (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of County's obligations thereafter to be performed, provided that any funds in the hands of County or the then grantor at the time of such transfer, in which Page has an interest, shall be delivered to the grantee. The obligations contained in this Agreement to be performed by County shall, subject to the above, be binding on County's successors and assigns, only during their respective periods of ownership. The obligations of County under this Agreement do not constitute personal obligations of County or the individual partners, shareholders, directors, officers, and property managers, and Page shall look solely to County's then existing interest in the Premises, and to no other assets of County, for satisfaction of any liability in respect of this Agreement, and will not seek recourse against the individual partners, shareholders, directors, officers, property managers, or any of their personal assets for such satisfaction. No other properties or assets of County shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Page arising out of or in connection with this Agreement, the relationship of County and Page, or Page's use of the Premises.

29. WAIVER OF JURY TRIAL. COUNTY AND PAGE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF COUNTY AND PAGE, PAGE'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGE.

30. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between County and Page.

31. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be amended or modified except in writing signed by both parties.

32. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceedings arising under or related to this agreement shall be in Brevard County, Florida.

33. Memorandum of Agreement. Simultaneously upon execution and delivery of this Agreement, the parties shall execute and deliver a Memorandum of Agreement in a form and substance attached hereto as Exhibit "B". County shall record the Memorandum of Agreement. Page shall not record this Agreement or any other document in the Public Records that affects the Premises.

34. No Encumbrance. This Agreement shall not be mortgaged, pledged or encumbered by Page, nor shall Page mortgage, pledge or encumber the interest of Page in and to any subreservation of the Premises or the rental payable under such subreservation, without the prior written consent of County, which consent shall be in the sole discretion of County. Any such mortgage, pledge, encumbrance, subreservation or assignment made in violation of this Section shall be void.

35. Broker Indemnity. As part of the consideration for the granting of this Agreement, Page represents and warrants to County that no broker or agent negotiated or was instrumental in negotiating or consummating this Agreement and Page agrees to indemnify County against any loss, expense (including reasonable attorneys' fees), cost or liability incurred by County as a result of a claim by any broker or finder.

36. Covenant of Quiet Enjoyment. County promises, subject to Page's performance of all of the terms and conditions of this Agreement and subject to the Agreement itself, that Page shall be entitled to the quiet and peaceful enjoyment and undisturbed possession of the Premises during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signature page to follow

old V.F.
11
Res. of RF

Attest:

Board of County Commissioners, Brevard
County, Florida:

Scott Ellis, Clerk

By: _____
Print Name: Jim Barfield

Title: as Chairman

Approved by Board: 12/15/15

William J Page:

By: _____
Print Name: William J. Page

Print Name: _____

Print Name: _____

EXHIBIT "A"

Legal Description

Exhibit "B"
Form of Memorandum of Reservation

\95369\1 - # 1530360 v1

Exhibit E
(Copies of Existing Leases)

WEST
101-102

Lease Agreement – Warehouse Storage

Pineda Business Center
2905 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 23 day of SEPT, 2015, by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'), and SPECIALTY CARE OF BUCK COUNTRY LLC, phone 215 630, hereinafter referred to as (LESSEE'). Contact in case of emergency: JENNIFER 267 981 7071

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 101-102 in those buildings known as PINEDA BUSINESS CENTER 2905 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 32' feet by 40' feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 1 OCT 2015. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1ST day of each month in advance the sum of \$ 532.50 per month including sales tax (~~6%~~) payable to PINEDA CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises _____ . LESSEE shall not be permitted to perform work outside leased space (~~on-site repairs~~).

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-described premises at any one time shall not exceed \$ SELF Ins.

6. UTILITIES: NONE

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 500.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a line on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: Patrick Doyle
404 6013 Newbury Cir
Melbourne, FL
32940

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE

William J. Page

Patrick Doyle

Unit
104-105

Lease Agreement – Warehouse Storage

Pineda Business Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 25 day of Nov., 2015,
by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'),
and Bill Gilbert of Shoreline Drilling, phone 321-917-2502
hereinafter referred to as (LESSEE'). Contact in case of emergency: _____.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE
NO. 104-105 in those buildings known as PINEDA BUSINESS CENTER 2915 Pineda Cswy,
Melbourne, FL 32940, having approximate dimensions of 40' feet by 50' feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on
12/1/2015. Either party may terminate this lease by giving the other party thirty
(30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1st day of each month in
advance the sum of \$ 1065.⁰⁰ per month including sales tax (6%), payable to PINEDA
BUSINESS CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If
the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00
plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted,
personal checks will not be accepted.

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES,
EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could
result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents
and warrants that the following material is to be stored in said premises
_____. LESSEE shall not be permitted to perform work outside
~~leased space (no auto repairs).~~

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the
leased premises against public liability, fire, theft and other hazards at all times during the term of the
lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other
casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to
maintain the exterior of said building including the roof thereof and shall be responsible for any roof
leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that
the maximum value of the property to be stored in the above-described premises at any one time shall
not exceed \$ SELF INS.

6. UTILITIES: NONE

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ ~~1000~~ 00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a line on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: Bill Talbot
105 Anchor Dr.
Indian Harbor Bch, FL
32937

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE

William J. Payne

Bill Talbot

W 105
106

Lease Agreement – Warehouse Storage

**Pineda Business Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455**

THIS LEASE AGREEMENT is entered into this 1 day of MAY, 2015,
by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'),
and PATRYK JANISZEWSKI, phone 321 266-7436,
hereinafter referred to as (LESSEE'). Contact in case of emergency: _____.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE
NO. 105 106 in those buildings known as PINEDA BUSINESS CENTER 2915 Pineda Cswy,
Melbourne, FL 32940, having approximate dimensions of 40 + or - feet by 50' + or - feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on
1 MAY 2015. Either party may terminate this lease by giving the other party thirty
(30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 1 day of each month in
advance the sum of \$ 1000. Plus Tax per month including sales tax (~~6%~~), payable to PINEDA 6.5%
BUSINESS CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If
the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00
plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted,
personal checks will not be accepted.

Total
1065.00

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES,
EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could
result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents
and warrants that the following material is to be stored in said premises
2915 PINEDA CSWK. LESSEE shall not be permitted to perform work outside
leased space (no auto repairs).

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the
leased premises against public liability, fire, theft and other hazards at all times during the term of the
lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other
casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to
maintain the exterior of said building including the roof thereof and shall be responsible for any roof
leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that
the maximum value of the property to be stored in the above-described premises at any one time shall
not exceed \$ 20,000.00.

6. UTILITIES: NONE

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1000.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: PATRYK JANISZEWSKI
BASKETBALL TRAINER

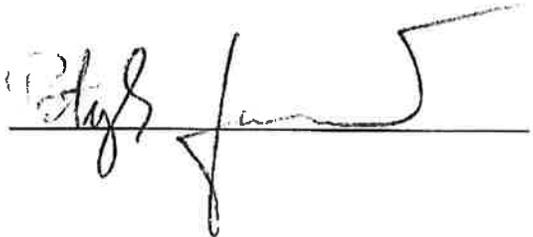
Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE





W 107
W 108

Lease Agreement – Warehouse Storage

^{Business}
Pineda Center
2915 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 1st day of July, 2005, by and between PINEDA CENTER rental spaces, hereinafter referred to as ('LESSOR'), and PACK-A-DRUM, INC. of 862 HAWKS BILL ISL, DE SATELITE BEACH, FL, phone 321-773-1551, hereinafter referred to as (LESSEE'). Contact in case of emergency: WILLIAM WAGNER.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 1078 in those buildings known as PINEDA CENTER 2915 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 40 feet by 50 feet.
2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 1 July, 2005. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.
3. RENT: The LESSEE shall pay to the LESSOR on the 1st day of each month in advance the sum of \$ 1,272 per month including sales tax (6%), payable to PINEDA CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.
4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises PACK-A-DRUM, INC.. LESSEE shall not be permitted to perform work outside leased space (no auto repairs).
5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-described premises at any one time shall not exceed \$ 100,000.

6. UTILITIES: ELECTRIC & WATER

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1,200 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a lien on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA CENTER
2915 Pineda Cswy
Melbourne, FL 32940

LESSEE: TRUCK-A-DRUM, INC.
862 HAWKSBILL IS. DR.
SATELITE BEACH, FL. 32937

Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

PINEDA CENTER (LESSOR) SIGNATURE

LESSEE SIGNATURE

William J. Perry

William E. Wagner, Pres.
TRUCK-A-DRUM, INC.

East 108
109

Lease Agreement – Warehouse Storage

Pineda Business Center
2905 Pineda Causeway
Melbourne, FL 32940
Phone: 321-777-7455

THIS LEASE AGREEMENT is entered into this 4th day of OCTOBER, 2013, by and between PINEDA BUSINESS CENTER rental spaces, hereinafter referred to as ('LESSOR'), and DONALD J. LONG of CENTENNIAL DEVELOPMENT GRP, phone 321-302-1894, hereinafter referred to as (LESSEE'). Contact in case of emergency: KATHY LONG 321-591-7403

In consideration of the mutual promises herein contained, the parties agree as follows:

1. PREMISES: The real property which is the subject matter of this lease is SPACE NO. 108.9 in those buildings known as PINEDA BUSINESS CENTER 2905 Pineda Cswy, Melbourne, FL 32940, having approximate dimensions of 40 feet by 50 feet.

2. TENANCY: This lease agreement shall be a year-to-year tenancy commencing on 5 Oct 2013. Either party may terminate this lease by giving the other party thirty (30) days notice thereof. NO REFUNDS SHALL BE MADE FOR UNUSED TIME.

3. RENT: The LESSEE shall pay to the LESSOR on the 5th day of each month in advance the sum of \$ 1060.00 per month including sales tax (6%), payable to PINEDA CENTER, mailed to the above address or placed in the OFFICE DOOR DROP SLOT. If the LESSEE is five (5) days late of the rent due date, the rental will be overlocked. A late fee \$25.00 plus \$5.00 per day thereafter service charge will be added to the rent. If a lockout has been inserted, personal checks will not be accepted.

4. USE OF PREMISES: The LESSEE shall not be permitted to store COMBUSTIBLES, EXPLOSIVES or other DANGEROUS MATERIALS, and shall not store any materials which could result in a NUISANCE or ENVIORNMENTAL HAZARD on said premises. THE LESSEE represents and warrants that the following material is to be stored in said premises _____ . LESSEE shall not be permitted to perform work outside leased space (no auto repairs).

5. INSURANCE: The LESSEE shall insure at its own expense all properly located on the leased premises against public liability, fire, theft and other hazards at all times during the term of the lease. The LESSOR shall not be responsible for any water damage, windstorm damage or other casualty to the LESSEE's property located on the leased premises. The LESSOR shall be obligated to maintain the exterior of said building including the roof thereof and shall be responsible for any roof leaks after receiving notice of the same from the LESSEE. The LESSEE represents and warrants that the maximum value of the property to be stored in the above-described premises at any one time shall not exceed \$ 100,000.

6. UTILITIES: None.

7. SECURITY IF PREMISES AND VEHICLES: The LESSEE shall be solely responsible for the security of said premises. The LESSEE shall make said premises available for inspection for the LESSOR upon reasonable notice by the LESSOR or its agent for the inspection thereof. In the event of an emergency, or the LESSOR's suspicion of the LESSEE's non-compliance with the provisions of the lease or the rules and regulations of the LESSOR, the LESSOR shall have the right to forcefully enter said premises without notice to the LESSEE.

8. SECURITY DEPOSIT: The LESSEE shall pay to the LESSOR at the time of execution of this agreement the sum of \$ 1000.00 as a Security Deposit to insure the LESSEE's faithful performance of the terms and conditions of this lease. At such time as the lease is terminated, the LESSOR shall return within thirty (30) days said security deposit to the LESSEE, provided that the premises are returned to the LESSOR in the same condition as the premises are now, save and except for ordinary wear and tear, and that no rent or other charges are due the LESSOR by the LESSEE.

9. LIEN FOR RENT: The LESSOR shall have a line on all property located in the leased premises for all rent and other charges due and owing to the LESSOR by the LESSEE. The LESSOR shall have the right to enforce such lien in the same manner as the foreclosure of a mortgage lien on said property, or by distress proceedings at the option of the LESSOR.

10. ABANDONMENT: In the event that the LESSEE fails to pay the rent when due, or fails to vacate said premises when notified by the LESSOR upon termination, and the LESSEE persists in such conduct for a period of thirty (30) days from the date said rent due or the date the LESSEE was obligated to vacate said premises, the LESSEE shall be conclusively presumed to have abandoned any property located in said leased premises. In such event, the LESSOR shall have the right to sell said property in the leased premises at public or private sale to the highest and best bidder for cash, apply the proceeds thereof to any indebtedness owed the LESSOR under the terms of this lease, and any costs incurred by the LESSOR incident to conducting said sale, and hold any surplus realized thereby for the LESSEE, and the LESSOR shall thereafter be released from any and all claims to the LESSEE save and except for any surplus realized from said sale.

11. DEFAULT: In the event that the LESSEE defaults in any of the terms and conditions of this lease or the rules and regulations adopted from time to time by the LESSOR, the LESSOR shall have the right to claim a lien on the property located in said leased premises for any indebtedness owed by the LESSOR by the LESSEE, physically retake possession of said premises and the LESSOR may pursue its right of self help herein or maintain any legal proceeding for the enforcement of its right hereunder at the LESSOR's option. In the event of the LESSEE's default, the LESSEE shall be obligated to pay all costs incurred by the LESSOR incident to the enforcement of its rights hereunder including reasonable attorney's fees and court costs incurred at the trial or appellate level incident to such proceedings.

12. ALTERATIONS: The LESSEE shall not be permitted to make any alterations, remodeling or painting of the leased premises either on the interior thereof or the exterior. The LESSEE is specifically prohibited from attaching or affixing anything to the leased premises (including signs) wither permanently or temporarily, without LESSOR's consent. Area outside leased premises must be kept clean and free of trash.

13. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease nor sublet the premises or any portion thereof without the specific written consent of the LESSOR.

14. NOTICES: Whenever in this lease it shall be required or permitted that notice be given by either party to the other, such notice shall be mailed as follows:

LESSOR: PINEDA BUSINESS CENTER
2905 Pineda Cswy
Melbourne, FL 32940

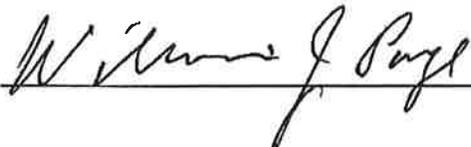
LESSEE: DONALD J. LONG
317 RIVEREDGE BLVD.
COCOA, FL 32922

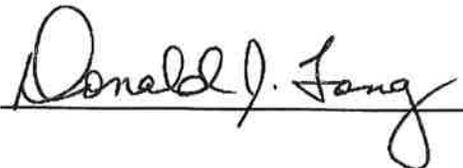
Each of the parties is hereby obligated to notify the other party within five (5) days of any change of address specified above.

15. MISCELLANEOUS: This agreement contains the entire agreement of the parties and may not be modified except by an instrument in writing, and shall be binding upon the parties hereto and their respective heirs, successors or assigns. Time is of the essence of all the terms and conditions of this agreement.

**PINEDA BUSINESS CENTER (LESSOR)
SIGNATURE**

LESSEE SIGNATURE

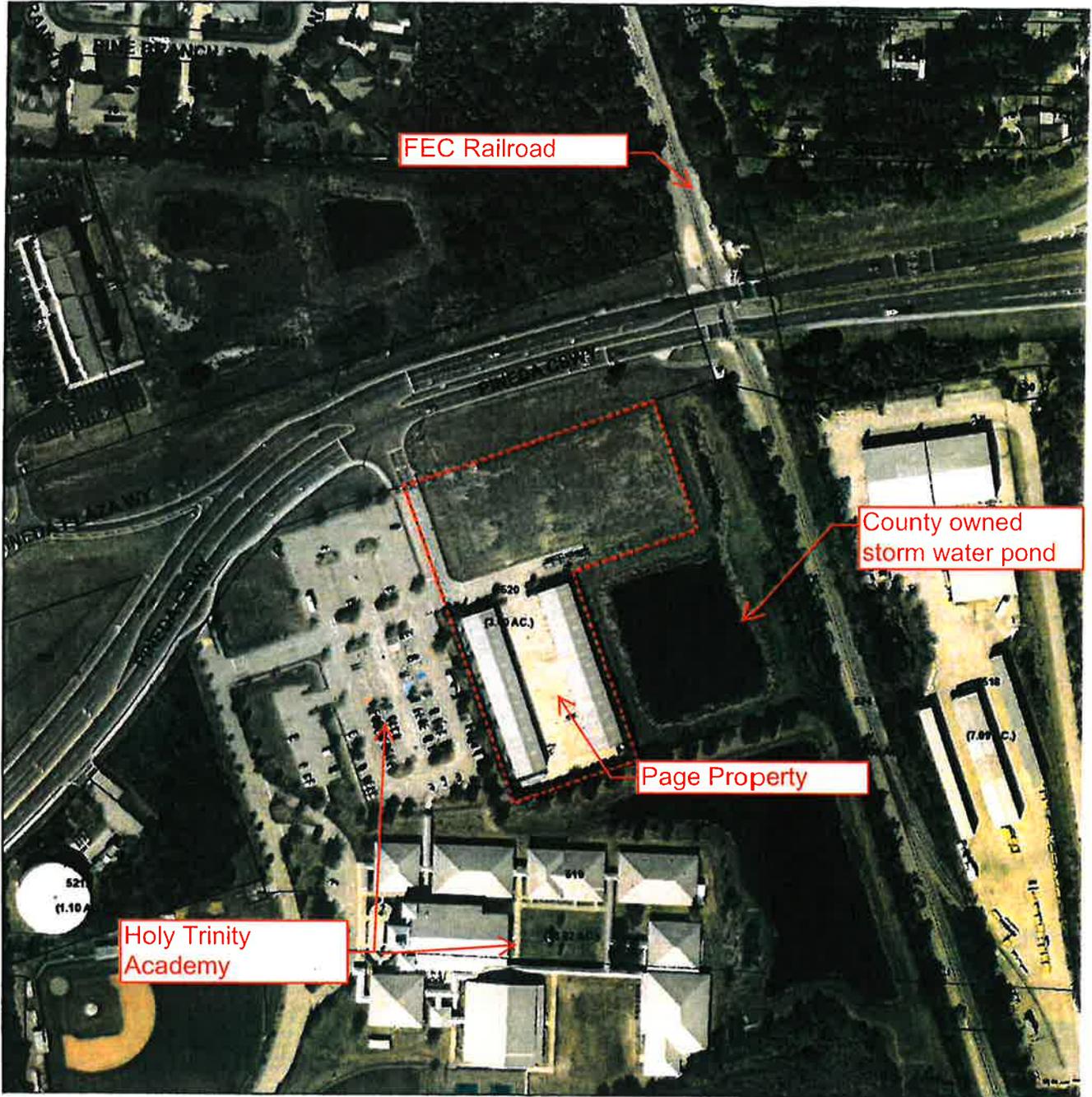






Dana Blickley, CFA
Brevard County Property Appraiser

Pineda Flyover - Page Property



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

Printed Friday, June 20, 2014 at 10:25 AM. www.bcpao.us

**PROPERTY FACT SHEET
PROJECT: PINEDA CAUSEWAY FLYOVER**

OWNER:	William J. Page
PARCEL LOCATION:	2905 Pineda Causeway, Melbourne, FL
PARCEL SIZE:	3.39 acres – whole acquisition
ZONING/LANDUSE:	C – Warehousing, Distribution and Trucking Terminal, Van & Storage Warehousing
IMPROVEMENTS:	Two building – 13,050 square feet per building
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	26-37-19-00-00520.0-0000.00
MARKET VALUE:	\$925,000.00 (2014 Assessment)(Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 28, 1996 Sale amount: \$220,000.00
ROPER APPRAISAL DATE: Appraisal Amount:	11/16/15 \$3,300,000.00
BENSON APPRAISAL DATE: Appraisal Amount:	01/19/15 \$2,885,000.00
AVERAGE:	\$3,092,000.00

Page Property Rental
December 8, 2015

Tenant	effective date	per month rental	security deposit
Specialty Cars	9/23/2015	\$532.50	\$500.00
Sunrise Diving	11/25/2015	\$1,065.00	\$1,000.00
Patryk Janiszewski	5/1/2015	\$1,065.00	\$1,000.00
Pack A Drum	7/1/2005	\$1,272.00	\$1,200.00
Donald J Long	10/4/2013	\$1,060.00	\$1,000.00
total		\$4,994.50	\$4,700.00
		\$59,934 per year	