

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the "Lease") is made between **St Joe Plaza Inc.**, a Florida Corporation, hereafter called "Lessor," whose address for purposes of notice under this lease is c/o **Coldwell Banker Premier Properties, 211 St. Joe Plaza Drive, Palm Coast, FL 32164**, and the **Flagler County Tax Collector**, hereafter called "Lessee," whose address for purposes of notice under this lease is **213 St. Joe Plaza Drive, Palm Coast, FL 32164**.

The parties agree as follows:

**AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY.** Lessor leases to Lessee, and Lessee rents from Lessor, the following described commercial property **213 St. Joe Plaza Drive, Palm Coast, FL 32164**. (referred to herein as the "Premises"). The Premises consists of 3000 square feet.

1. **TERM OF LEASE.** The term of the lease is as follows:

The term of this lease shall be a period of **63 Months**, commencing on **August 1, 2020** and ending on **October 31, 2025**. Lessee shall have the right to reassign lease upon written approval of the Lessor.

2. **RENT.**

- a. Lessee shall pay to Lessor c/o **Coldwell Banker Premier Properties, 211 St. Joe Plaza Drive, Palm Coast, FL 32164**, or at any other address that Lessor may designate, annual rent and CAM in the amount of **\$24,000.00** in lawful money of the United States of America. **All rent checks shall be made out to St. Joe Plaza, Inc. and mailed to the above address.**
- b. The rent shall be payable in monthly installments of **\$2,000.00** with **first month's rent due upon lease signing. Beginning August 1, 2020** and shall be paid in advance

- on the first day of each calendar month during the term of this lease and any renewal of it. Additionally, Lessee will be responsible for all utilities within the unit.
- c. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor as designated above. If payment is not received by Lessor by midnight on the 5<sup>th</sup> day following the day on which the payment is due, a late fee equal to \$100.00 shall be due from Lessee to lessor as additional rent. If any check is returned for insufficient funds the Lessor will charge the Lessee a \$40.00 fee, or 5% of the check amount, whichever is greater.
  - d. The first **full** month's rent shall be paid **at lease signing**, along with a security deposit in the amount of **\$0.00**.

4. **TAXES.** Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises, provided, however, that if any taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes paid on Lessee's behalf.

5. **SECURITY DEPOSIT.** Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of **\$0.00**, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security for Lessee's payment of the agreed rent. If at any time Lessee defaults in any provision of this lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor in curing

any default by Lessee, or any damages incurred by Lessor by reason of Lessee's default. Lessor may retain the deposit at its option in liquidation of the damages it suffers by reason of Lessee's default. If the deposit is not used for any such purpose, it shall be refunded to Lessee within 30 days after the expiration of the term of this lease and timely surrender of the premises. Lessee will not be entitled to interest on the security deposit and Lessor has no obligation to hold the security deposit in an interest-bearing account. The security deposit shall remain **equal to 1 months' rent** during the entire term of the Lease. It is contemplated herein that the monthly rent amount shall increase over the term of the lease and upon any increase in the amount of rent owed the Lessee agrees to pay to Lessor any additional amounts necessary to increase the security deposit so that it remains equal to one monthly rental installment plus tax. The additional funds necessary to increase the security deposit shall be due and payable to landlord along with the first monthly rental installment due after an increase in the annual rent as provided in Exhibit A. Security Deposits will be held in a non-interest bearing account at BB&T Bank, 1300 Palm Coast Pkwy SW, Palm Coast, Fl 32137.

6. **COMMON AREA.** The common areas of the premises include the paved parking areas, parking area lighting standards, landscaped areas, canopies and signage for the shopping plaza in good condition and repair.

7. **SUBORDINATION.** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express and exclusive purpose of operating as the **Flagler County Tax Collector**, and any other use of the premises shall constitute a default of this agreement.

b. To commit or permit no waste or damages to the premises.

c. To conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

d. To surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sub lessees, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

e. To pay all costs of telephone, internet used on the premises. Lessee's non-payment of utility charges is a material term of this lease agreement and the violation of the same shall constitute a default.

f. To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises in an amount of at least **\$1,000,000**. **If Lessee serves food and/or alcoholic beverages on or from the premises the limits of personal injury liability shall not be less than \$2,000,000.00 bodily injury and property damage with a sub-limit of \$1,000,000.00 for liquor law legal liability.** The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Florida. Lessee shall deliver to Lessor annual certificates demonstrating

that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be considered additional rental to be paid by Lessee to Lessor on demand.

A copy of the Liability Insurance Policy Declaration page shall be submitted to **Coldwell Banker Premier Properties, 211 St Joe Place Dr, Palm Coast, FL 32164**

g. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building, without the express written consent of Lessor.

h. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account

of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

i. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

**j. The Lessor shall perform all maintenance, and repairs required to keep the heating and air-conditioning equipment, serving the leased premises, in good operating condition during the term of this lease and any renewal term.**

k. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. Lessee shall submit a proposed signage plan to Lessor for approval within ten (10) days of the effective date of this Lease, pursuant to the Signage Requirements, and shall install the sign and otherwise complete the approved signage plan for the premises within forty-five (45) days of the Lessors approval. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will indemnify and hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made. Any alterations, additions or improvements made by Lessee by reason of Lessee's special use and occupancy of the

premises shall be maintained by Lessee in good order and repair and any and all work shall be performed by appropriately licensed contractors. Lessor may, but is not required to, maintain and repair all improvements to the premises or the common areas made by Lessee, on behalf of Lessee and on Lessee's account and Lessor may charge Lessee for such maintenance or repairs, which shall constitute and be collectible as additional rent and be due along with the next monthly rental installment when invoiced to Lessee. In the event any alterations or improvements made to the premises by Lessee or alterations or improvements under the control of Lessee cause damage to the premises, the common areas or any other suite or unit in the **St. Joe Plaza**, the Lessee shall be fully liable for such damages and responsible for the cost of all repairs. If, in such event, Lessor is required to make such repairs then they shall be made on Lessee's account and shall constitute additional rent and be collectible as specified above. Signage Requirements are attached hereto and made a part of this lease agreement at **Exhibit B**.

l. Lessee agrees that Lessor and the subject property will not be subject to liens for any improvements made to the property by Lessee or its contractors. Lessee will provide Lessor all information about contractors that will be performing services on or delivering materials to the unit at least five (5) days before any work is permitted to commence and shall provide Lessor a copy of the written notice Lessee provided to the contractor(s) that recording the recording of a lien against the property shall constitute a breach of the lease by Lessee and the contractor(s) should notify the Landlord at the address provided in the notice of any amounts that remain unpaid before recording a lien against the property. Failure to comply with any requirement of this paragraph shall constitute a material breach of this lease.

m. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor reasonably may desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the

premises are for rent one month preceding the expiration of this lease.

n. Lessee shall comply with all safety, fire protection, and evacuation regulations established by Lessor or any applicable governmental agency.

o. Lessee shall abide by and comply with the Rules and Regulations for the premises and **St. Joe Plaza**. The Rules and Regulations are attached and incorporated hereto at Exhibit C.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become un-tenantable, Lessor will have the right to render the premises tenantable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent shall nevertheless be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

10. **DEFAULT IN PAYMENT OF RENT.** If any rent required by this lease is not paid when



due, Lessor may, upon three days' notice, terminate this lease, retake possession of the property by the summary procedure provided in Section 51.011, Florida Statutes, and immediately accelerate all rent and operating costs due under this lease, for the balance of the term of this lease. In any litigation under this paragraph, the losing party shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees and costs, and the trial level and at all levels of appeal.

11. **DEFAULTS OTHER THAN RENT.** If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 15 days after a written notice specifying the required performance has been given to the party failing to perform, the party giving notice may institute action in a court of competent jurisdiction to terminate this lease, to complete performance of the agreement, or to pursue any and all remedies available at law or in equity, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees and costs, at the trial level and at all levels of appeal.

12. **INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If Lessee is declared insolvent or adjudicated as bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. **ABANDONMENT.** If during the term of this Lease, Lessee shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment, or furnishing usually kept on the premises, or shall cease doing business in the premises; or shall suffer the rent to be in arrears, Lessor may pursue any and all remedies available in law or in equity, including, without limitation, the acceleration of all rent due for the remaining term of the lease and the right to recover this accelerated rent. In the event of abandonment of the premises by Lessee, it shall be presumed that Lessor retakes possession of the premises on Lessee's account, that the lease is not terminated and remains in full force and effect, and that Lessee remains fully liable for all rents and other amounts owed by Lessee to Lessor for the entire term of the Lease, unless the Lessor delivers written notice to Lessee that it has retaken possession on the Lessor's account and considers the lease to be terminated. Lessee explicitly waives any right of ownership to the property abandoned in the Premises and that the abandoned property shall become the property of Lessor. **LESSEE EXPLICITLY WAIVES ITS RIGHTS TO REGAIN POSSESSION OF ANY ABANDONED PROPERTY AND THE RIGHT TO FILE AN ACTION FOR A WRIT OF REPLEVIN WITH A COURT OF COMPETENT JURISDICTION TO REGAIN ITS ABANDONED PROPERTY PURSUANT TO FLORIDA STATUTES SPECIFICALLY - SECTION 83.19, FLORIDA STATUTES AND CHAPTER 78, FLORIDA STATUTES AS AMENDED.** The unit and the property contained therein shall be considered abandoned if the Lessee does not conduct business during its regular business hours for 30 consecutive days or gives Lessor notice of its intent to abandon the premises.

14. **TENANT'S EVIDENCE OF TERM AND RENT.** Upon Lessor's request, Lessee shall execute, acknowledge and deliver to the Lessee, within ten days a statement in writing certifying that this Lease is in full force and effect and containing the dates to which the Rent, the Percentage Rent and any other charges have been paid. The statement may be relied upon

by any prospective purchaser or any mortgagee.

15. **RELEASE FROM LIABILITY IN CERTAIN EVENTS.** In the event Lessor is delayed or prevented from making any repairs, rebuilding or restoring or furnishing any services or performing any other covenant, or duty whether express herein or implied to be performed on the Lessor's part due to the inability or difficulty in obtaining labor, materials necessary therefore or due to strike, lockout, embargo, war, governmental orders or acts of God, or any other cause beyond the Lessor's control, then the Lessor shall not be liable to the Lessee for damages resulting therefrom, nor except as expressly otherwise provided in connection with casualty losses or condemnation proceedings shall the Lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Lessee's favor that such failure constitutes actual or constructive, partial or total eviction from the Premises. Lessee shall not be entitled to any compensation or reduction of rent by reason of inconvenience or loss arising from the necessity of Lessor's entering the Premises for any of the purposes authorized in this Lease, or for repairing the Premises or any portion of the building of which the Premises are a part. Lessor shall be under no personal liability with respect to any of the provisions of this lease and if Lessor is in default with respect to its obligations under this lease, Lessee shall look solely to the equity of the Lessor in the Premises for the satisfaction to Lessee's remedies. It is expressly understood and agreed that Lessor's liability under the terms of this lease shall in no event exceed the loss of its equity interest in the Premises.

16. **RELOCATION.** Lessor has the right to relocate the lessee to space of comparable size within the property on which the premises is located. Such relocation shall be undertaken, if required, following written notice to lessee of not less than 30 days. Lessor shall bear the expense of the lessee's move and build-out expense comparable to lessee's existing space.

17. **ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be considered to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be considered to have been made unless made by Lessor in writing. No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent.

18. **ADDRESSES FOR PAYMENTS AND NOTICES.** Rent payments and all written notices shall be sent to Lessor c/o **Coldwell Banker Premier Properties at 211 St. Joe Plaza Drive, Palm Coast, Fl 32164**, until Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed or delivered to the leased premises and proof of mailing or posting of those notices to the leased premises will be considered the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

19. **COST OF COLLECTION.** All past due rent and any other amount that the Lessor has

advanced in order to cure Lessee's defaults, shall bear interest in the highest amount allowed by usury law. If any amount is collected by Lessor owing under this Lease, Lessee agrees to pay all costs of collection, including a reasonable attorney's fee for legal services, including legal services in connection with appeals.

20. **DISCLOSURE OF LEASE.** Lessee shall not divulge without the permission of Lessor the terms and conditions of this lease.

21. **CAPTIONS.** The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

22. **FLORIDA LAW.** This lease will be governed by the laws of the state of Florida, as to both interpretations and performance. Venue for any cause of action based on this agreement shall be a court of competent jurisdiction located in Flagler County, Florida.

23. **ENTIRE AGREEMENT.** This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

24. **TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

25. **REPRESENTATIVES BOUND HEREBY.** The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

26. **COUNTERPARTS.** This Lease may be executed in counterparts and delivered to other parties by facsimile transmission. Facsimile signatures of a party and each counterpart document containing one or more facsimile signatures shall be deemed an original document for all purposes including, without limitation, the enforcement thereof in accordance with its terms.

27. **CONSTRUCTION.** In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or otherwise unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby. Under such circumstances, this Agreement shall be construed, in all aspects, as if the invalid, illegal, or unenforceable provisions were omitted.

28. **RADON GAS.** In accordance with Florida Law, the following notification is made: 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 overtime. 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.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on July 21, 2020.

Signed, sealed, and delivered in our presence as

WITNESSES:

X RT Joshi

LESSOR:

Name: P Joshi

X Suzanne Johnston

St. Joe Plaza, Inc.

X Tammy K Conkey

LESSEE: Flagler County Tax Collector

Name: Tammy K Conkey

X Suzanne Johnston

Print Name: Suzanne Johnston

As: Tax Collector

X Rabeta Nescio

X \_\_\_\_\_

Name: RABETH NESCIIO

Print Name: \_\_\_\_\_

As: \_\_\_\_\_

EXHIBIT A

THIS COMMERCIAL LEASE (the "Lease") is made between **St. Joe Plaza Inc.**, a Florida corporation, hereafter called "Lessor," whose address for purpose of notice under this lease is c/o **Coldwell Banker Premier Properties, 211 St. Joe Plaza Drive, Palm Coast, FL 32164** and the **Flagler County Tax Collector** hereafter called "Lessee," whose address for purposes of notice under this lease is **213 St Joe Plaza Drive, Palm Coast, FL 32164**.

MONTHLY RENT:

*First full month*

**8/1/2020 - 8/31/2020** BASE RENT: \$795.00, CAM: \$1205.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$2000.00

*3 Months for build out*

**9/1/2020 - 11/30/2020** BASE RENT: \$0.00, CAM: \$0.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$0.00

*Remainder of Year 1*

**12/1/2020 - 10/31/2021** BASE RENT: \$795.00, CAM: \$1205.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$2000.00

*Year 2*

**11/1/2021 - 10/31/2022** BASE RENT: \$795.00, CAM: \$1205.00, SALES TAX: \$.00, TOTAL MONTHLY RENT: \$2000.00

*Year 3*

**11/1/2022 - 10/31/2023** BASE RENT: \$1045.00, CAM: \$1205.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$2250.00

*Year 4*

**11/1/2023 - 10/31/2024** BASE RENT: \$1295.00, CAM: \$1205.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$2500.00

*Year 5*

**11/1/2024 - 10/31/2025** BASE RENT: \$1420.00, CAM: \$1205.00, SALES TAX: \$0.00, TOTAL MONTHLY RENT: \$2625.00

*Tenant has the option to renew for an additional 5 years with terms to be negotiated at time of renewal.*

Checks shall be made payable to "St. Joe Plaza, Inc." and delivered to  
Coldwell Banker Premier Properties  
211 St. Joe Plaza Drive  
Palm Coast, FL 32164

LESSOR

St. Joe Plaza, Inc.

  
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WITNESS

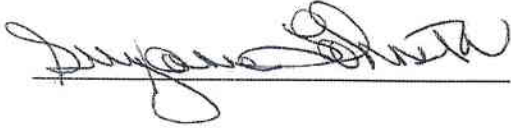
  
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PRINTED NAME: P Joshi



**LESSEE**

Flagler County Tax Collector



Suzanne Johnston

**WITNESS**



ROBETH NESCIIO

PRINTED NAME: Suzanne Johnston

EXHIBIT B

Signage Requirements

**ALL SIGNS ARE LIMITED TO INDIVIDUALLY MOUNTED SIGN LETTERS, LOGOS OR CRESTS, MOUNTED WITHIN THE UNIT WINDOW.**

All signage must be approved by the Coldwell Banker Premier Properties and the LANDLORD. Requests for signage approval shall be submitted by the Tenant to the Coldwell Banker Premier Properties, 211 St Joe Plaza Drive, Palm Coast Parkway NW, Palm Coast, Florida 32164. Approval must be received prior to fabrication or installation.

1. MAIN FACIA IDENTIFICATION SIGN

- A. All signs are limited to individually mounted sign letters, logos or crests, mounted within the storefront sign band.
- B. Wording of signs shall be limited to the store name or primary product, such as "Jones Electrical", "Shoes", "Angle's Card Shop", "Furniture" etc. Slogans will not be permitted
- C. Signage may be internally illuminated. Exposed neon lamps or other unshielded light sources will not be permitted All light sources shall be covered with translucent material.
- D. Signage Criteria:
  - 1. Submit a scale drawing showing the letter size, style and location on the elevation Color samples of letter faces and trims must accompany the scale drawing
  - 2. Size:
    - Minimum height 8"
    - Maximum height 24

2. PROHIBITED SIGN TYPES

- A. Any sign that has not been approved by the Commercial architectural Review Committee.
- B. Moving, rotating signs or flashing lights.
- C. Names, stamps or decals of the sign manufacturer or installer.
- D. Painted cloth, wood, paper or cardboard signs, stickers or decals around or on exterior surfaces, doors, and windows of the premises.
- E. Noise making devices and components,
- F. Rooftop signs.
- G. Cabinet - type signs

## EXHIBIT C

### Rules and Regulations

- A. Deliveries - All deliveries will be made to the rear of the building Landlord reserves the right to further regulate the activities of Tenant with regard to deliveries and servicing of the premises and Tenant agrees to abide by such further regulations of the Landlord
- B. Except as otherwise provided herein, all garbage and refuse shall be stored in the type container specified by the Landlord and shall be placed at the location within demised premises designated by Landlord for collection (at times to be specified by Landlord) by contractors In the event Tenant engages in the preparation of food or baked goods, Tenant agrees, at Tenants own cost and expense to place or store Tenants garbage and refuse in containers which shall be kept until collected in self-contained refrigerated areas Within the demised premises set aside for the storage of garbage and refuse. Landlord reserves the right to require Tenant to provide its own garbage service All boxes must be broken down before being placed in the trash containers
- C. Tenant shall store soiled or dirty linen in containers approved by appropriate fire prevention authorities and health insurance agencies
- D. No antenna shall be attached to the building or installed in the common areas without first obtaining the Landlord's written permission No radio, television, phonograph, loudspeaker or other sound-producing device shall be used in a manner so as to be heard from outside the demised premises.
- E. Tenant shall keep the areas immediately adjoining the premises and at the rear of the demised premises clean and free from dirt and rubbish and Tenant shall not place, suffer or permit any obstruction or merchandise in such areas.
- F. The plumbing facilities within or serving the demised premises shall not be used for any purpose other than for which they were constructed
- G. Tenant shall employ at Tenants expense a pest extermination contractor to service the demised premises.
- H. Tenant shall not burn trash or garbage in or about the demised premises.
- I. Tenant shall not suffer or permit advertising displays, decorations or signs in the common areas of the Plaza.
- J. Tenant shall keep the demised premises at all times at a temperature sufficiently high to prevent the freezing of water in pipes and fixtures
- K. Tenant shall not use, permit or suffer the use of any portion of the demised premises as living, sleeping or lodging quarters
- L. All mechanical equipment and machinery shall be kept free from noise and vibrations that may be transmitted to any part of the walls or buildings in which the premises are located
- M. No odors or vapors will be permitted or caused to emanate from the premises.
- N. Tenant will not display, paint or place or cause to be displayed, painted or placed handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked In the parking areas, whether belonging to Tenant, Tenants agent (s) or any other person
- O. Landlord may amend or add new rules and regulations for the purpose and care of the demised premises, the building of which the demised premises forms a part of the common area of the shopping center and Tenant hereby agrees to be bound by said amendments, rules and/or regulations.

# ADDENDUM TO LEASE

This addendum agreement, made this 21<sup>st</sup> day of AUGUST 2020, is agreed to and shall bind the TENANT AND LANDLORD, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased.

PREMISES ADDRESS: 213 St. Joe Plaza Drive, Palm Coast, FL 32164

TENANT Flagler County (PRINT)

TENANT TAX COLLECTOR (PRINT)

TENANT SUZANNE JOHNSTON (PRINT)

Tenant will be responsible for replacing the AC filters daily during construction.  
Tenant will be responsible for repairs if any damage occurs to the HVAC system that is a result of the tenants actions.

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

Suzanne Johnston TENANT \_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ LANDLORD

**Rae Nescio**

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**From:** Jim Volpe <jimvolpe.cbpp@gmail.com>  
**Sent:** Tuesday, August 11, 2020 4:07 PM  
**To:** Rae Nescio  
**Subject:** HVAC Addendum  
**Attachments:** 213 SJP - HVAC Addendum To Lease - Aug 2020 (1).pdf

Hi Rae,

Sorry to bother you on vacation.

The owner would like to have this signed before the okay is given to install the 2 HVAC systems.

Thank you,

--

**Jim Volpe**  
**Broker Associate / Property Manager**  
**Coldwell Banker Premier Properties**  
**211 St. Joe Plaza Drive, Palm Coast, FL 32164**  
**Cell: (386) 503-8386**

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