



Staff Report

City Commission Regular Meeting

December 11, 2025



To: City Commission

From:

Meeting Date: December 11, 2025

Item Name: Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (First Reading).

Background:

The City owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 which contains two significant structures: the City's iconic 'A'-frame (the former Bait Shop, Surf Radio, and restrooms) and the Funky Pelican restaurant (but not technically including the outdoor deck associated with the restaurant). The City approved a Lease with Mr. Barshay in 2011. A subsequent First Addendum was incorporated in 2012. The terms of the Lease/First Addendum provided for a ten-year lease, with three subsequent five-year options. Mr. Barshay implemented the First Option, which expires in September, 2027. If the Second and Third Options are invoked, the current lease would expire in September, 2037. Mr. Barshay has presented to the City a "First Amendment to Lease Agreement." All Lease-related documents are attached, including the proposed First Amendment.

The First Amendment proposes revisions to the original Lease in Sections 5, 13, and 14. In general, the Section 5 revisions seek additional options to extend the Lease and to undertake capital improvements to the premises (facade and deck), the Section 13 revisions relate to Landlord (City) maintenance and repair obligations, and the Section 14 revisions relate to Tenant maintenance and repair operations.

Commissioners have been invited to meet with restaurant representatives to review the proposed improvements. Funky Pelican representatives (likely including legal counsel) are expected to be available for discussion at the December 11 City Commission Regular Meeting.

Fiscal Impact:

The terms of the Lease Agreement include monthly rent (originally \$3,000, but with an annual escalator; currently \$4,152.75) with an annual increase of 3% (anticipated monthly rent effective January 1, 2026: \$4,277.33). An additional 3% on sales over \$1,000,000 supplements the base rent. The City's summary of rental income is attached for the current year (2025) and

the two previous years.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-30 [First Reading].

Attachments:

1. Ord 2025-30 Funky Pelican
2. Funky Pelican Original Lease (including First Addendum)
3. Funky Pelican First Amendment
4. Funky Pelican Financials (2023-2025)

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND GRANDVIEW FLAGLER PARTNERS, LLC (c/o MR. RAYMOND BARSHAY); PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (the “City”) owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250; and,

WHEREAS, the City approved a Lease Agreement with Raymond Barshay (Grandview Flagler Partners, LLC) for the facility located on the subject parcel (commonly referred now to as the “Funky Pelican”) with Ordinance 2011-04, and subsequently amended with the First Addendum (Ordinance 2012-12), which declared the effective date of the lease to be October 1, 2012; and,

WHEREAS, the Lease Agreement gave Grandview Flagler Partners, LLC the option to extend the original lease term (ten years) for three additional and consecutive five-year terms; and,

WHEREAS, the First Option to extend was exercised, extending the lease term through September 30, 2027, and if the Second Option is to be sought to extend the lease term to September 30, 2032, written notice must be provided to the City no later than nine months prior to the end of the First Option; and,

WHEREAS, representatives of Grandview Flagler Partners have submitted a proposed First Amendment of Lease Agreement for City consideration;

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The First Amendment to Lease Agreement (attached hereto) is approved and incorporated as part of the Lease Agreement by the City Commission, including revisions as indicated to Section 5, Section 13, and Section 14.

SECTION 2. The remainder of the Lease Agreement remains unmodified and fully in effect.

SECTION 3. The City Commission approves the proposed capital improvements as presented by Grandview Flagler Partners (attached).

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall become effective upon execution.

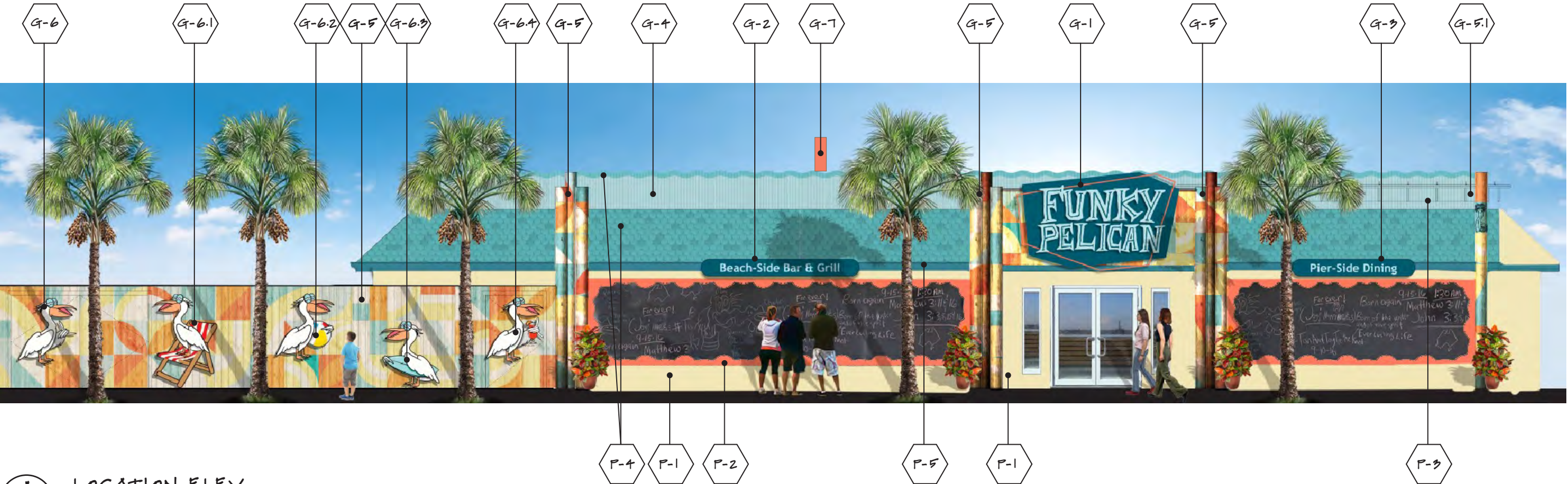
Upon motion duly made and carried, the foregoing Ordinance was approved on First Reading by the City Commission of the City of Flagler Beach this 11th day of December, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



A
G-100

LOCATION ELEV -
SCALE: NTS



P-1
SHERWIN WILLIAMS
SW6908
FUN YELLOW



P-2
SHERWIN WILLIAMS
SW6648
KUMQUAT



P-3
SHERWIN WILLIAMS
SW6944
POOL BLUE



P-4
SHERWIN WILLIAMS
SW6766
MARINER



P-5
SHERWIN WILLIAMS
SW2224
CALYPSO

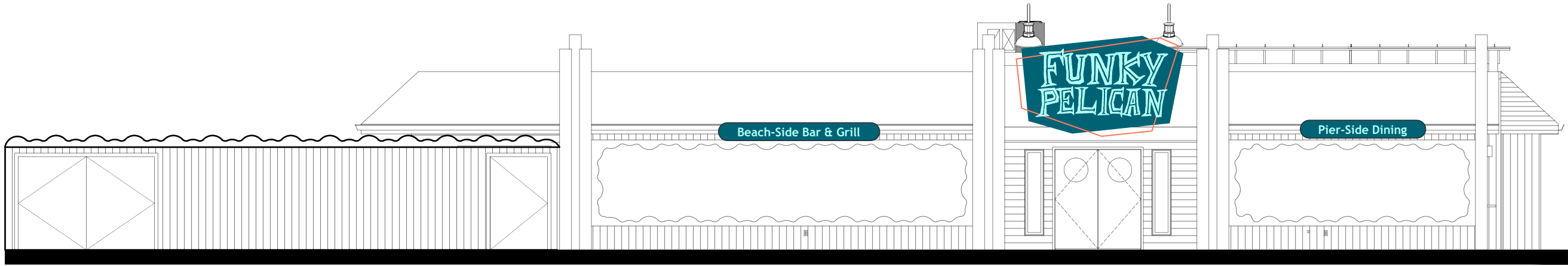
DESIGNER
L. Surphlis

10-21-2024

REVISION

DATE

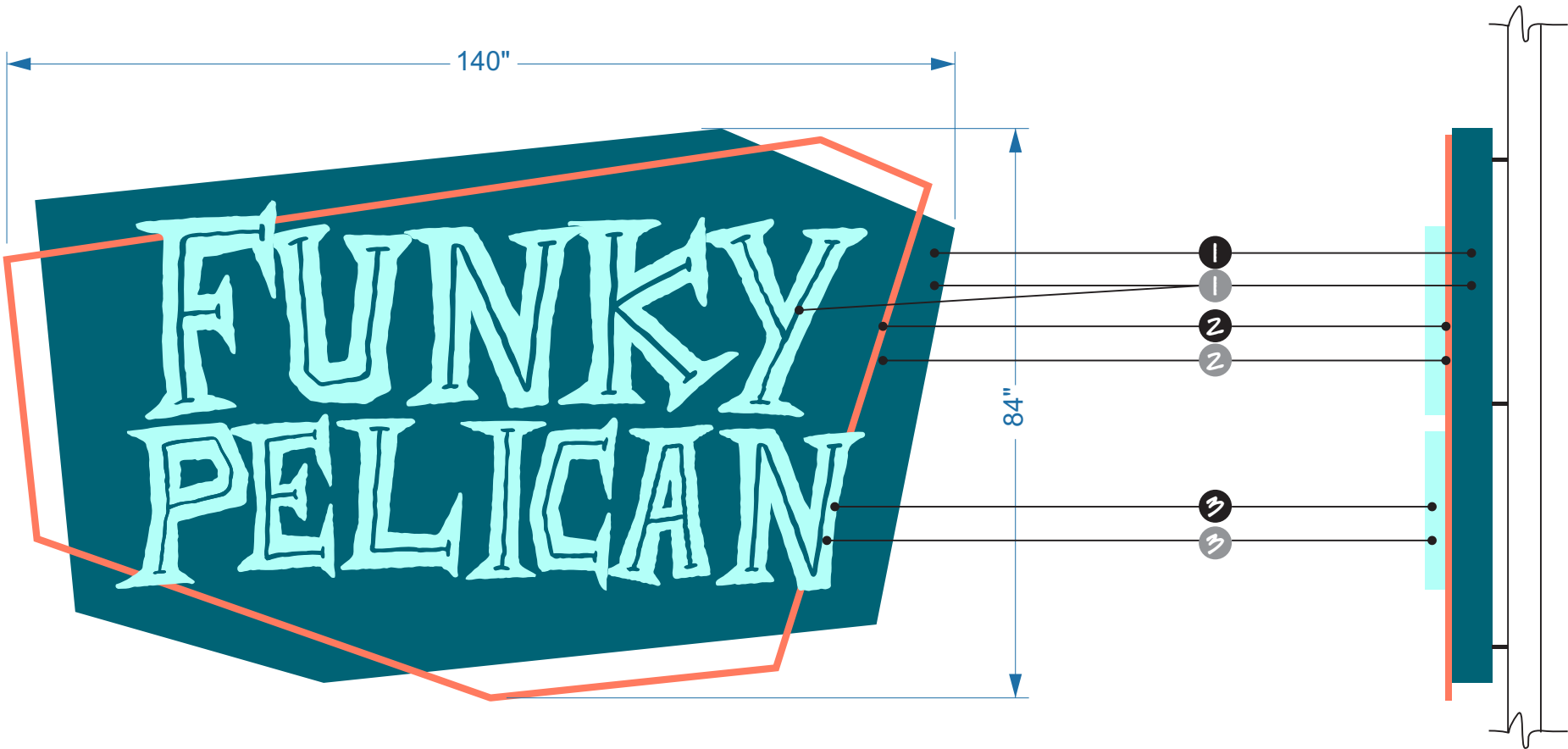
SHEET



A
G-101

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"



G-1

QTY 1

B
G-101

GRAPHIC ELEV - MAIN ID WALL SIGN SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

- 1 FABRICATED ALUMINUM CABINET MOUNTED TO EXISTING WALL SURFACE USING STAND OFF MECHANICAL FASTENERS AS REQUIRED. CABINET TO HAVE CONCEALED WARM WHITE LED HALO ILLUMINATION. CABINET PAINTED TO MATCH FMS 3155C.
- 2 FABRICATED ALUMINUM CHANNEL WITH ORANGE LED NEON ILLUMINATION. CHANNEL TO MOUNT FLUSH TO CABINET FACE. CHANNEL PAINTED TO MATCH FMS 2024C.
- 3 FABRICATED ALUMINUM CHANNEL LETTERS INTERNALLY ILLUMINATED WITH LED. FACE TO BE DIGITALLY PRINTED TRANSLUCENT APPLIED TO TRANSLUCENT WHITE ACRYLIC.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated cabinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representative to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representative prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

- | | |
|---|--|
| 1 | CABINET PAINTED TO MATCH FMS 3155C SATIN FINISH |
| 2 | LED NEON CHANNEL PAINTED TO MATCH FMS 2024C SATIN FINISH |
| 3 | CHANNEL LETTERS PAINTED TO MATCH SHERWIN WILLIAMS SW6944 POOL BLUE |

DESIGNER
L. Surphlis

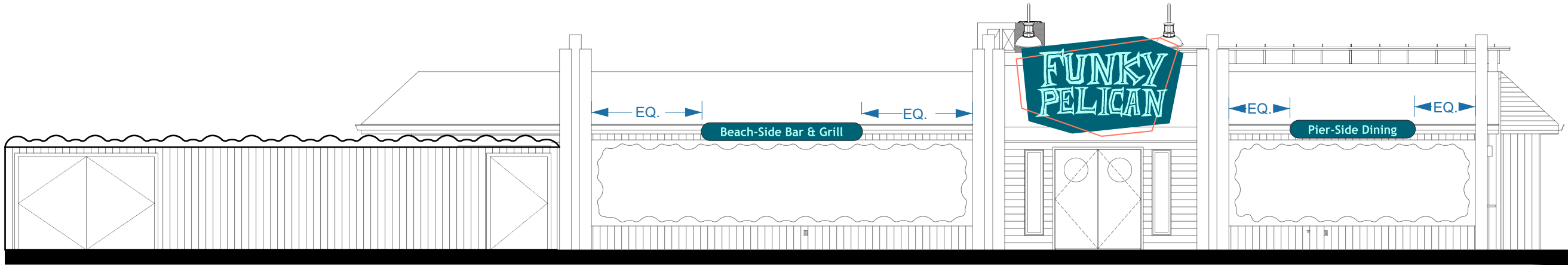
10-21-2024

REVISION

DATE

SHEET

G-101



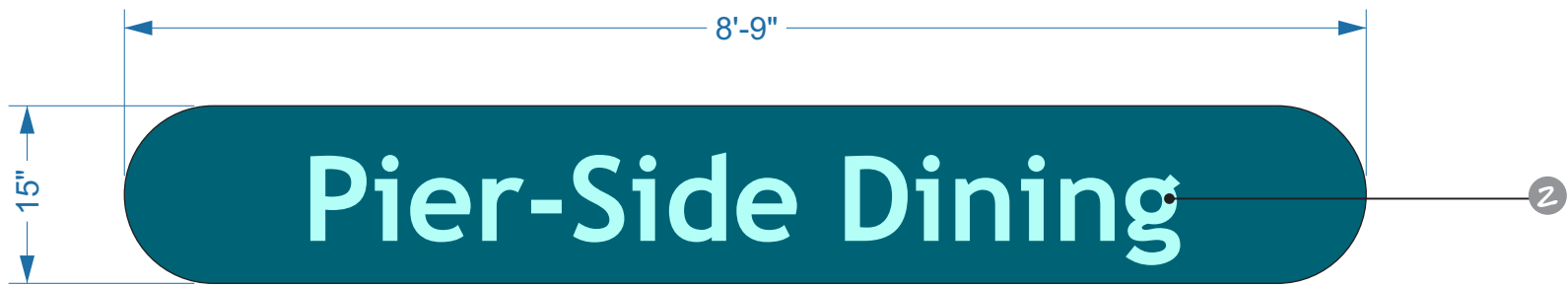
A
G-102

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"



QTY 1



QTY 1

B
G-102

GRAPHIC ELEV - SECONDARY FACADE SIGNS - SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

INTERNALLY ILLUMINATED FABRICATED ALUMINUM CABINETS WITH CNC ROUTED OUT LETTERS BACK WITH TRANSLUCENT WHITE ACRYLIC WITH CUSTOM COLOR TRANSLUCENT VINYL LETTERS TO MATCH C27/MO/Y6/KO. MOUNT CABINETS FLUSH TO EXISTING BUILDING FASCIA WITH MECHANICAL FASTENERS AS REQUIRED. POWER SOURCE NEEDED.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated cabinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representative to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representative prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

- | | |
|---|---|
| 1 | CABINET PAINTED TO MATCH FMS 3155C SATIN FINISH |
| 2 | LETTERS TO MATCH C27/MO/Y6/KO. |

DESIGNER
L. Surphlis

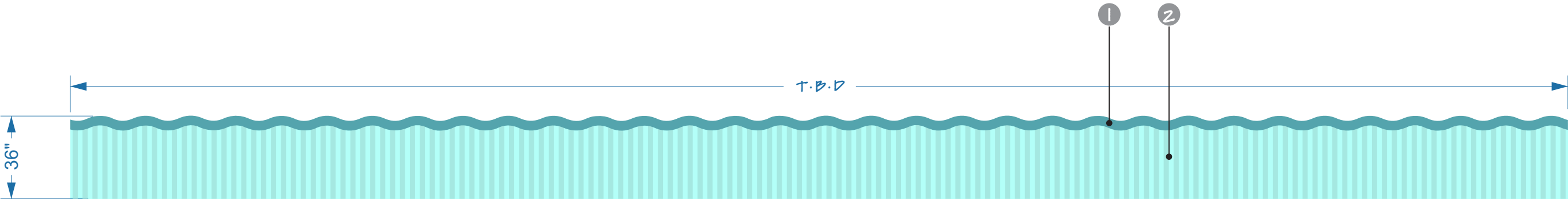
10-21-2024

REVISION

DATE

SHEET

G-102

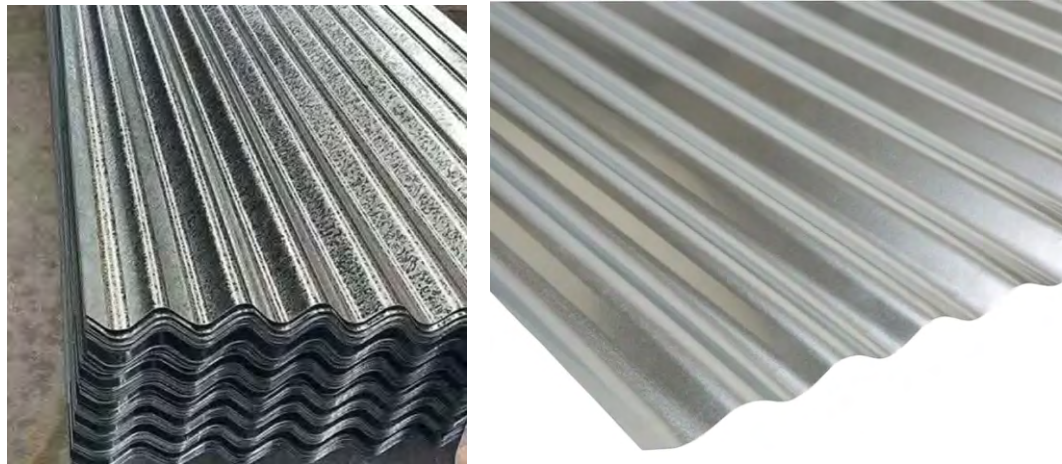


A
G-103

LOCATION ELEV - ROOF PARAPET PANELS

SCALE: 1/4"=1'-0"

PARAPET PANELS TO BE CORRUGATED GALVANIZED METAL SHEETS. CUT TOP EDGE AS SHOWN. PANELS TO OVER LAP AS NEEDED. PRIME AND PAINT PANEL PER COLOR SCHEDULE. FABRICATE AND INSTALL PANEL SUPPORT FRAME FROM STRUCTURAL STEEL AND INSTALL TO ROOF PER ENGINEER SPECS.
*FIELD VERIFY CONDITIONS AND LENGTH PRIOR TO FABRICATION.





CORRUGATED GALVANIZED METAL SHEETS

GENERAL NOTES: Applied to all signage

- Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
- All edges and welds to be smoothed and eased, showing no blemishes or burrs.
- No visible fasteners unless otherwise noted or as scenic treatment.
- All electric signs shall meet UL listing.
- All lighted signs shall use LED light unless otherwise specified.
- All painted surfaces to be free of orange peel or other defects.
- All painted surface to have satin clear coat finish unless otherwise noted.
- Interior of illuminated cabinets and channel letter to be painted white.
- Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
- Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
- Funky Pelican representative to art direct fabrication & installation location of sign.
- Funky Pelican to provide digital production files for signage & graphics.
- All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
- All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
- Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representative prior to fabrication.
- Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

- | | | |
|---|---|---|
| 1 |  | SHERWIN WILLIAMS
SW6766 MARINER SATIN FINISH |
| 2 |  | SHERWIN WILLIAMS
SW6944 POOL BLUE SATIN FINISH |



DESIGNER
L. Surphlis

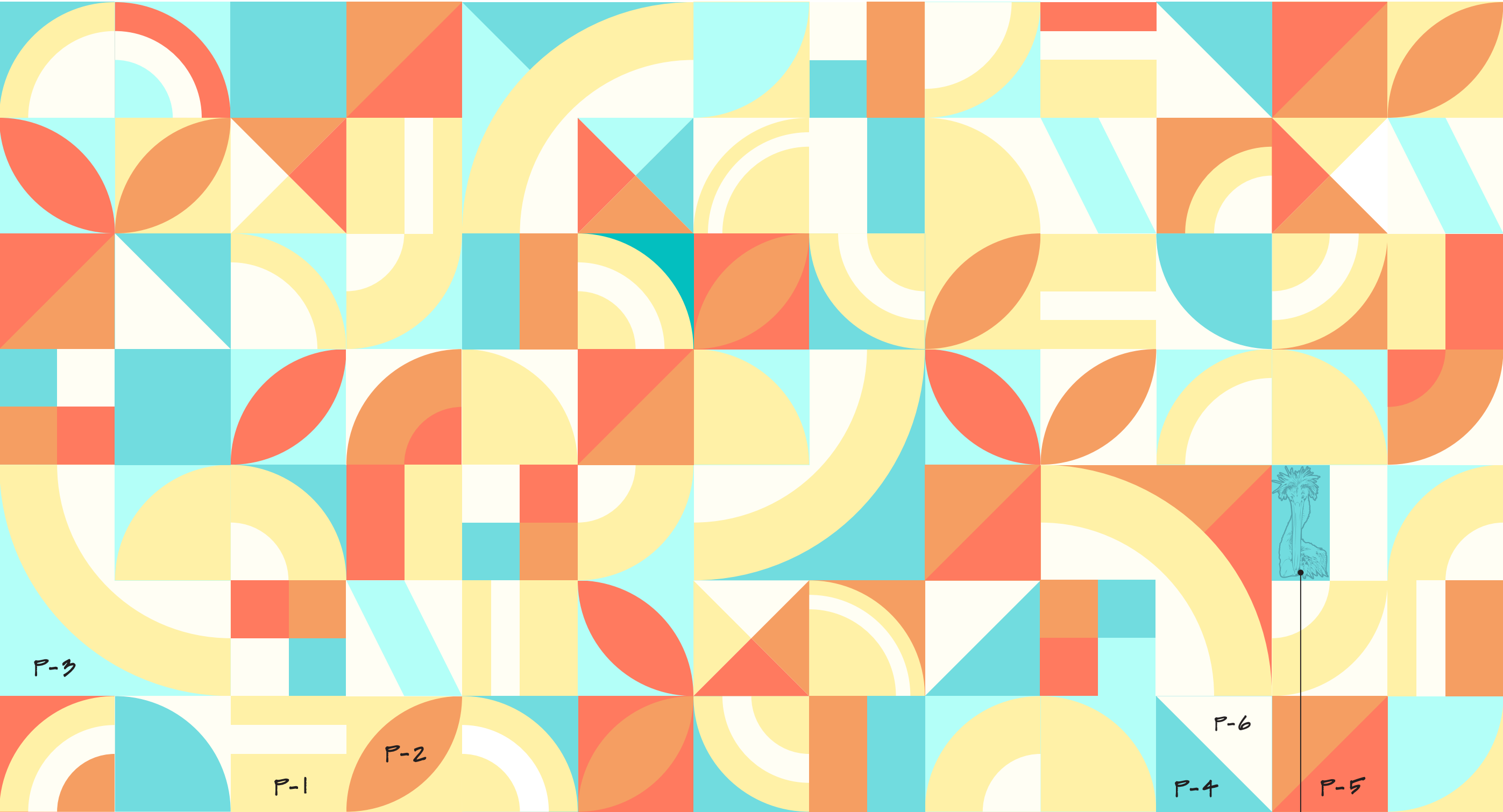
10-21-2024

REVISION

DATE

SHEET

G-103



LOCATION ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: NTS

EXISTING POLES AND FENCE TO BE SCENIC PAINTED USING ABOVE PATTERN. SCENIC TREATMENT SHOULD APPEAR WEATHERED AND AGE. (G-5.1) ADD PELICAN ICON COLOR SW6766 MARINER.

<div>P-1</div> <div>SHERWIN WILLIAMS SW6908 FUN YELLOW</div>	<div>P-2</div> <div>SHERWIN WILLIAMS SW6648 KUMAUAT</div>	<div>P-3</div> <div>SHERWIN WILLIAMS SW6944 POOL BLUE</div>	<div>P-4</div> <div>SHERWIN WILLIAMS SW6937 TANTALIZING TEAL</div>	<div>P-4</div> <div>SHERWIN WILLIAMS SW6766 MARINER</div>	<div>P-5</div> <div>SHERWIN WILLIAMS SW1622 ISLAND SUNSET</div>	<div>P-6</div> <div>SHERWIN WILLIAMS SW6385 DOVER WHITE</div>
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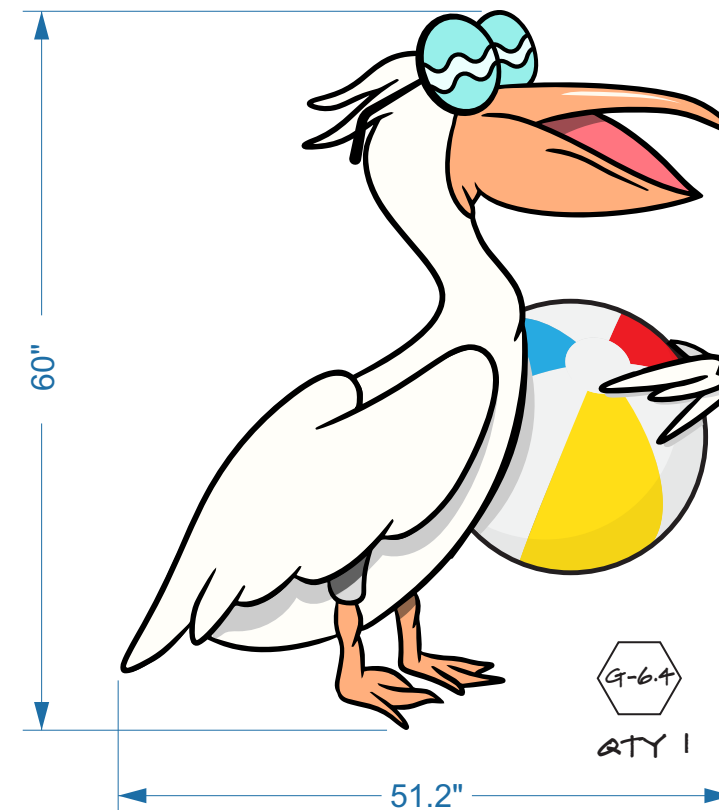
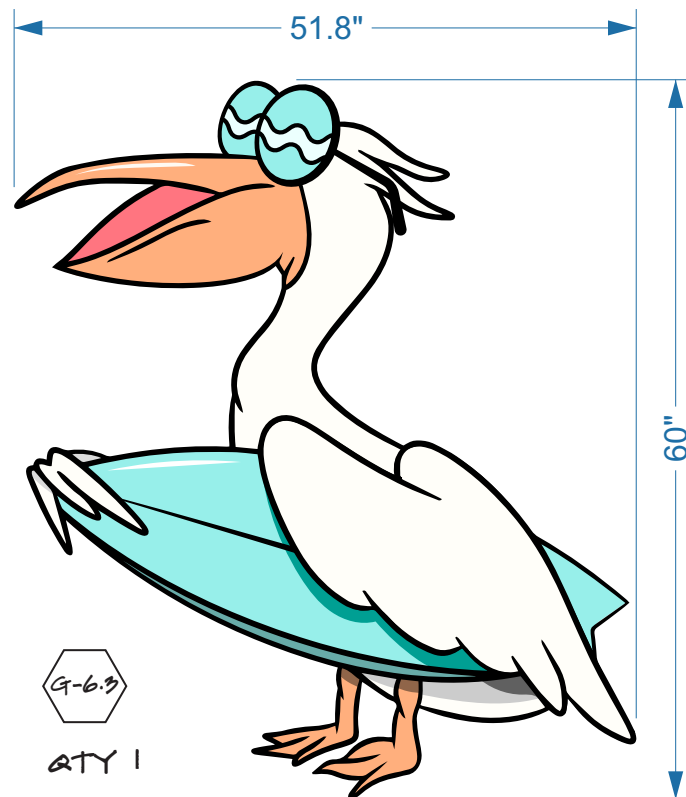
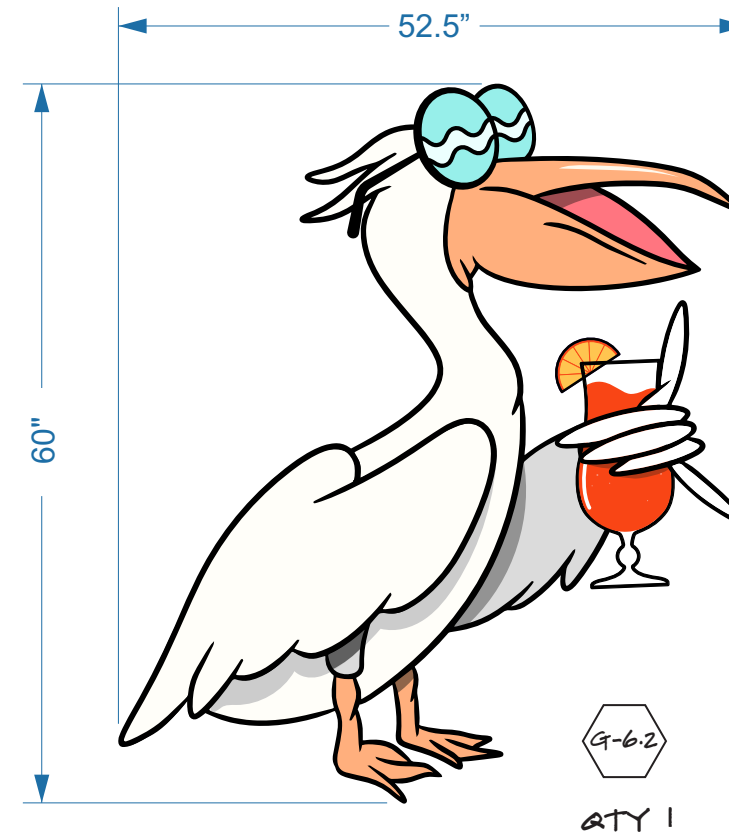
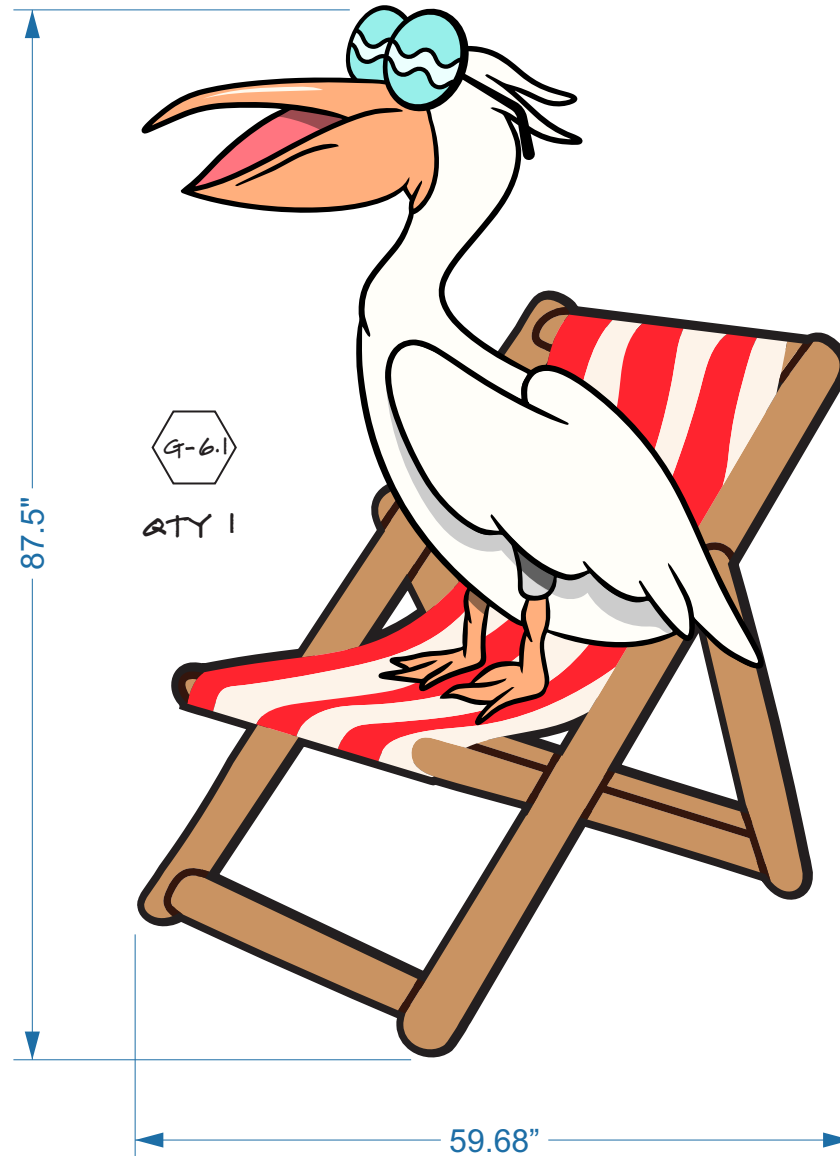
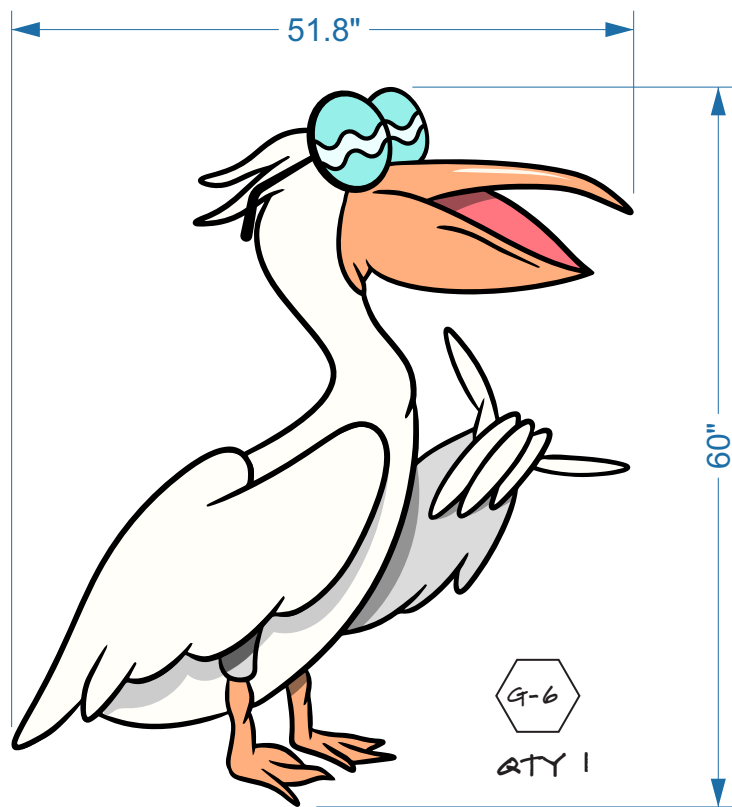
DESIGNER
L. Surphlis

10-21-2024

REVISION

DATE

SHEET

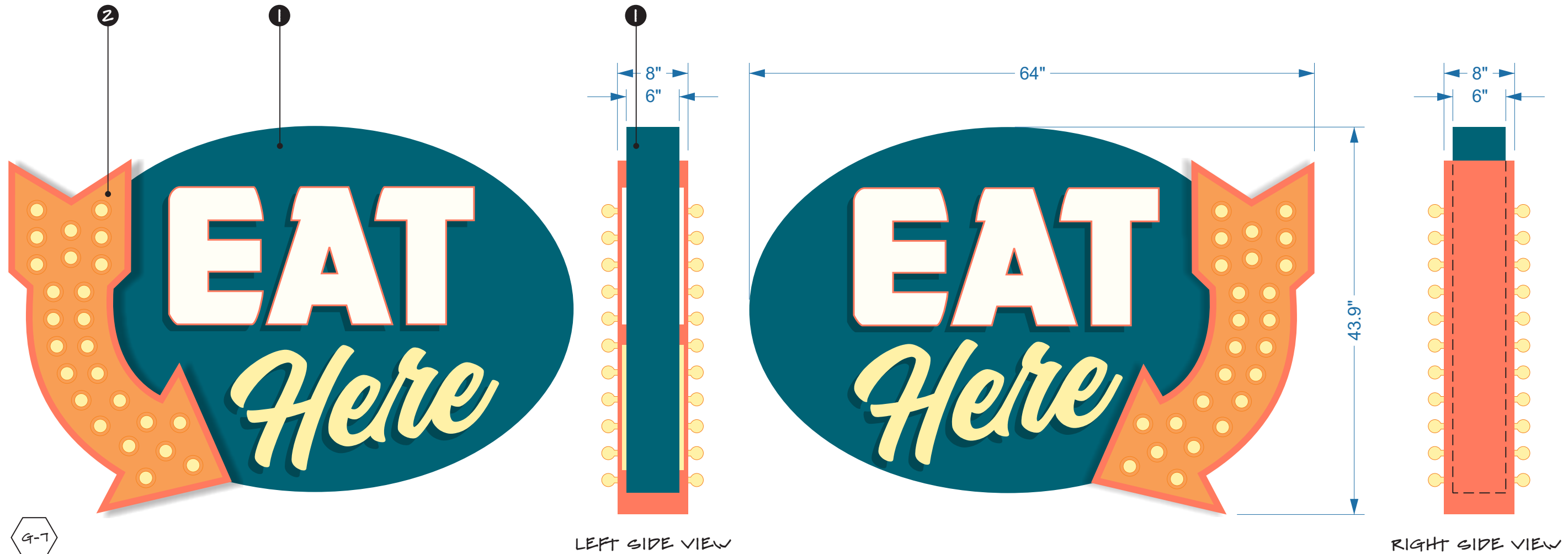


A
G-105

GRAPHIC ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: 3/4"=1'-0"

PHENOLIC EXTERIOR GRAPHIC PANELS. (BY FOSSIL GRAPHICS 631-254-9200 SALES@FOSSILGRAPHICS.COM) 1/2" THICK PANELS CUT TO SHAPE. FLUSH MOUNT TO EXISTING WOOD FENCE. PANELS TO HAVE THREADED INSERT ON BACK TO ACCOMMODATE STAINLESS MOUNT HARDWARE AS REQUIRED.



G-7

QTY 1

A
G-106

GRAPHIC ELEV - ROOF SIGN DOUBLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

- 1 FABRICATED ALUMINUM DOUBLE SIDED CABINET WITH ROUTED PUSH THROUGH LETTERING. MOUNTED TO EXISTING MODIFIED ROOF SUPPORT. VERIFY CONDITIONS PRIOR TO FABRICATION.
- 2 FABRICATED ALUMINUM ARROW WITH ANIMATED PROGRAMABLE LED CHASER LIGHTS.



EXISTING ROOF SIGN 64"W X 36"H



COLOR SCHEDULE

- 1 CABINET & MATCHING RETURNS PAINTED TO MATCH FMS 3155C SATIN FINISH
- 2 LETTERING DROP SHADOW PAINTED TO MATCH FMS 2024C SATIN FINISH
- 3 EAT LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6985 DOVER WHITE SATIN FINISH
- 4 HERE LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6908 FUN YELLOW SATIN FINISH
- 5 EAT BORDER, ARROW BORDER & RETURN MATCH FMS 2024 SATIN FINISH
- 6 ARROW FACE PAINTED TO MATCH FMS 151 SATIN FINISH

CREATIVE
GRAPHIC



DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com



DESIGNER
L. Surphlis

10-21-2024

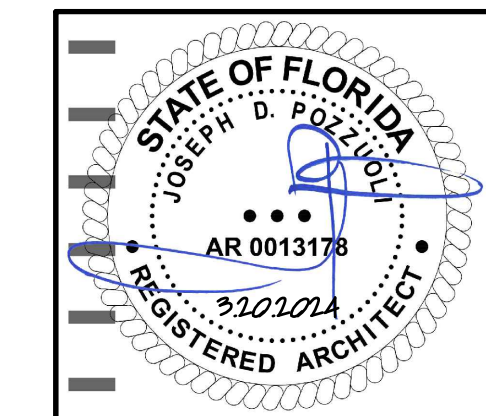
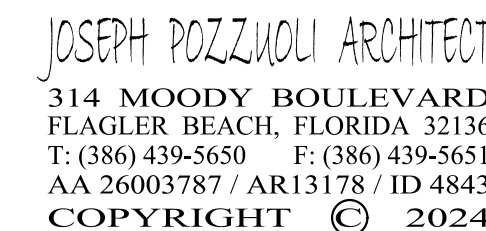
REVISION

DATE

SHEET

G-106

215 FLORIDA A1A
FLAGLER BEACH, FL



AN EXTERIOR DECK ENCLOSURE RENOVATION

FUNKY PELICAN

215 FLORIDA A1A
FLAGLER BEACH, FL

COVER SHEET				
DATE:	3.01.2024	DRAWN:	MM	
JOB NO.:	223132	CHECKED:	JDP	

REV #	DATE	ISSUE:	REV #	DATE	ISSUE:

CS

GENERAL NOTES

DESIGN CRITERIA

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST PUBLICATION.

FOUNDATIONS ARE DESIGNED FOR AN ASSUMED ALLOWABLE LOAD OF 3000 PSF.

SUPERIMPOSED LIVE LOADS: ROOFS AND CANOPIES: (REDUCIBLE) 20 PSF
ELEVATED FLOORS: 40 PSF

WIND LOADS:
BASIC WIND SPEED (ASCE 7): 140 MPH
MEAN ROOF HEIGHT: 10'-0" FT
WIND IMPORTANCE FACTOR (CATEGORY II): 1.0
WIND EXPOSURE: C
ENCLOSURE CLASSIFICATION: ENCLOSED
INTERNAL PRESSURE COEFFICIENT: ± 0.18
DIRECTIONALITY FACTOR (Kd): 0.85
SHAPE FACTORS: PER CODE

1. SUBSURFACE EXPLORATION WORK SHALL BE PERFORMED BY THE OWNER. SOIL BEARING VALUES OF 2,500 POUNDS PER SQUARE FOOT SHALL BE VERIFIED BY A SOLS ENGINEER PRIOR TO COMMENCING FOUNDATION WORK. SOIL BEARING VALUES LESS THAN 2,500 POUNDS PER SQUARE FOOT SHALL NULL AND VOID THE FOUNDATION PLAN.

2. REMOVE ALL TOPSOIL, ORGANICS AND OTHER DELETERIOUS MATERIALS, GRASS, WEEDS AND ROOTS ARE TO BE REMOVED. ALL EXISTING FOUNDATION REMNANTS, OLD SIDEWALKS, UTILITY LINES, ETC., ARE TO BE REMOVED.

3. AFTER CLEANING AND EXCAVATION, THE BUILDING AREA IS TO BE GRADED AND COMPACTED. DENSITY AT THE BUILDING AREA SHALL BE BROUGHT TO 95% ACCORDING TO AASHTO T-180. DENSITY TESTS SHALL BE PERFORMED TO CONFIRM THE DEGREE OF COMPACTION. MINIMUM TESTING FREQUENCY SHALL BE ONE (1) EST PER 2,000 SQUARE FEET.

4. SUITABLE FILL MATERIALS SHALL INCLUDE CLEAN SAND, FREE OF ROOTS, CLAY AND ORGANICS OR OTHER DELETERIOUS MATERIALS, PROPERLY WORKED TO OBTAIN OPTIMUM MOISTURE AND COMPACTION. FILL IS TO BE PLACED IN 12 INCH LIFTS AND BE COMPACTED.

5. PROVIDE SOIL TREATMENT FOR TERMITE CONTROL IN COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR ALL PHASES OF THE WORK. APPLY AN OVERALL POISONING AND TERMITE TREATMENT UNDER SURFACE OF FLOOR SLABS AND EXTENDING FIVE (5) FEET BEYOND BUILDING PERIMETER AT THE RATE OF ONE (1) GALLON PER TEN (10) SQUARE FEET. RE-APPLY TREATMENT TO AREAS DISTURBED BY SUBSEQUENT EXCAVATION OR CONSTRUCTION ACTIVITIES FOLLOWING TREATMENT.

1. CONCRETE FORM WORK SHALL COMPLY WITH APPLICABLE PROVISIONS OF ACI "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK-ACI 347". ALL FORMS AND SOIL UNDER CONCRETE SHALL BE THOROUGHLY WETTED BEFORE PLACEMENT OF CONCRETE. INSTALL SLEEVES, INSERTS, ANCHORS AND OTHER DEVICES REQUIRED FOR FASTENING OF OTHER WORK, FORMS, FOOTINGS, COLUMNS, AND BEAMS.

2. EXPANSION JOINTS ADJACENT TO BUILDINGS SHALL BE 1/2" PRE-MOLDED ASPHALT-IMPREGNATED FELT.

3. CONCRETE REINFORCEMENT SHALL COMPLY WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI-318, LATEST EDITION. DEFORMED BARS SHALL BE ASTM A-615, GRADE 40 DEFORMED NEW BILLET STEEL. SPLICES SHALL BE LAPPED A MINIMUM OF 25 INCHES. WIRE MESH SHALL MEET ASTM A-185 AND BE 6" x 6" #10 GAUGE WELDED FABRIC. LAP EDGES AND ENDS 8" MINIMUM; RAISE MESH 1" MINIMUM ABOVE BOTTOM OF SLAB. FIBERCRETE MAY BE SUBSTITUTED.

4. CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS NOTED BELOW, OR PER LATEST ACI 318 FOR CONDITIONS OTHER THAN THOSE LISTED:
CONCRETE CAST AGAINST EARTH.....3"
BEAMS AND COLUMNS.....1½"
SLABS ON GRADE.....2" FROM TOP
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.....2"
SLABS & WALLS NOT EXPOSED TO EARTH OR WEATHER.....1"

5. CAST-IN-PLACE CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:
A. PORTLAND CEMENT: PER ASTM C-159, TYPE 1.

B. FINE AGGREGATE: SHARP, CLEAN PASSING A #8 SIEVE MEETING ASTM C-33

C. COARSE AGGREGATE: ASTM C-33 GRAVEL OR CRUSHED STONE. SIZE GRADED FROM 1" DOWN. SIZE FOR COLUMN AND BEAM POURS SHALL BE 1/2" AND DOWN.

D. WATER: SHALL BE POTABLE QUALITY.

E. STRENGTH: 3,000 PSI @ 28 DAYS- SLAB-ON-GRADE, W/C RATIO (MAX)= 0.50
3,000 PSI @ 28 DAYS- FOOTINGS, W/C RATIO (MAX)= 0.55
3,000 PSI @ 28 DAYS- ALL OTHER CONCRETE, W/C RATIO (MAX)= 0.55

F. FINISHES: FORCE COARSE AGGREGATE FROM SURFACE, SCREED LEVEL AND FLOAT.

G. CONCRETE SHALL BE FINISHED: INTERIOR - SMOOTH TROWEL
EXTERIOR - BROOM FINISH OR AS NOTED.

6. ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, AND CURING SHALL CONFORM TO ACI 301.

7. USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IS CONCRETE IS PROHIBITED.

8. THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 4% & 6%.

9. CHAMFER ALL EXPOSED CORNERS ¾" MINIMUM.

10. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

11. ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

12. DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

13. TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

14. REINFORCING BARS MAY BE SPLICED ONLY AS SHOWN ON THE DRAWINGS EXCEPT THAT REINFORCING NOTED AS CONTINUOUS MAY BE LAP SPLICED 40 BAR DIAMETERS. LAP SPLICES OF CONTINUOUS REINFORCING IN BEAMS AND TWO-WAY SLABS SHALL BE MADE OVER THE SUPPORT FOR BOTTOM BARS AND AT MID-SPAN FOR TOP BARS.

15. THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

16. THE CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 1% OF TOTAL REINFORCING STEEL FOR THE PROJECT TO BE FABRICATED AND PLACED DURING CONSTRUCTION AT THE DIRECTION OF THE STRUCTURAL ENGINEER, IN ADDITION TO THE REINFORCING STEEL REQUIRED BY THE STRUCTURAL DRAWINGS. THE OWNER SHALL RECEIVE CREDIT FOR ANY UNUSED QUANTITY AT THE END OF THE PROJECT.

7. CONTRACTOR SHALL PROVIDE AND INSTALL, OR PROVIDE FOR OTHER TRADES WHEN REQUIRED, ALL MISCELLANEOUS METAL, STEEL AND METAL FABRICATIONS INCLUDING BUT NOT LIMITED TO HANGERS, ANCHORS, BOLTS, PLATES, SUPPORTS, UNTELS, BRACKETS AND OTHER MISCELLANEOUS ITEMS NECESSARY TO FRAME OR SUPPORT THE WORK.

8. CONTRACTOR SHALL PROVIDE AND INSTALL GALVANIZED STUCCO STOPS, EXPANSION JOINTS AND OTHER ACCESSORIES AS SHOWN ON THE DRAWINGS.

9. TAKE ALL MEASUREMENTS IN FIELD AS REQUIRED BY THE ENGINEER. IF APPROVED THE NOTCHES ON THE DRAWINGS AND ASSUME RESPONSIBILITY FOR FIT OF ALL STRUCTURAL MEMBERS, STEEL JOISTS AND MISCELLANEOUS METALS.

10. SEPARATE ALL DISSIMILAR METALS TO PREVENT ELECTROLYSIS.

WOOD FRAMING

1. ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER AITC AND TPI AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.

2. ALL STRUCTURAL WOOD MEMBERS SHALL HAVE A MINIMUM EXTREME FIBER STRESS IN BENDING (Fb)=1200 PSI.

3. UNLESS NOTED OTHERWISE THE FOLLOWING MINIMUM LUMBER GRADES SHALL BE USED:
A. STRUCTURAL LIGHT FRAMING SIZE 2" TO 4" THICK x 2" TO 4" WIDE - NO. 2 OR #2 HEM / FIR OR BETTER.
B. STUDS SIZE 2" TO 4" THICK X 2" TO 6" WIDE - STUD GRADE.
C. STRUCTURAL JOISTS AND PLANKS SIZE 2" TO 4" THICK X 5" AND WIDER - NO. 2 OR BETTER.
D. LIGHT FRAMING SIZE 2" TO 4" THICK X 2" TO 4" WIDE-STANDARD OR BETTER.

4. PLYWOOD SHEATHING OR STRAND BOARD SHALL BE APA STRUCTURAL 1, GROUP 1 SIZE AND SPAN RATING AS SHOWN ON THE DRAWINGS. NAIL WITH 8D NAILS AT 6" O.C. ALONG PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS.

5. ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY, CONCRETE OR SOIL SHALL BE PRESSURE-TREATED.

6. CONTRACTOR SHALL PROVIDE ALL FASTENING DEVICES NECESSARY AND SUITED FOR EACH APPLICATION. FASTENINGS SUBJECT TO MOISTURE SHALL BE HOT-DIP GALVANIZED TO ASTM A-153-80.

7. SOLID BLOCK ALL JOISTS AND RAFTERS AT POINTS OF SUPPORT.

8. PROVIDE ALL "DEADWOOD" AS REQUIRED FOR FINISHES, FIRE REQUIREMENTS AND WALL-HUNG EQUIPMENT.

9. NAILS SHALL BE RIGHT COMMON WIRE NAILS, HOT-DIPPED GALVANIZED FOR EXTERIOR WORK, SUB-DRILLED WHERE NECESSARY.

10. CLIPS, CONNECTIONS, HANGERS, HOLD-DOWNS, ETC. SHOWN ON THESE DRAWINGS ARE SIMPSON STRONG-TIE CONNECTORS, UNLESS OTHERWISE NOTED. FASTENERS OF OTHER MANUFACTURERS MAY BE SUBSTITUTED PROVIDED THE LOAD VALUES OF THE SUBSTITUTED FASTENER FOR GROUP II WOOD SPECIES EQUALS OR EXCEEDS THE SPECIFIED FASTENER.

11. NAILING OF ALL MEMBERS SHALL BE IN ACCORDANCE WITH THE BUILDING CODE. SEE CODE FOR TABLE.

12. ALL SLEEPERS AND SILLS SHALL BE MADE OF PRESSURE TREATED WOOD.

13. AT OPENINGS PROVIDE TWO STUDS UNDER HEADER. STUDS FULL HEIGHT EACH SIDE OF EXTERIOR OPENINGS SHALL EQUAL ONE HALF THE NUMBER OF STUDS INTERRUPTED BY THE OPENING ROUNDED UP (I.E., IF 6 STUDS ARE INTERRUPTED BY THE OPENING PROVIDE 2 FULL HEIGHT STUDS EACH SIDE OF THE OPENING IN ADDITION TO THE STUDS UNDER THE HEADER).

14. FOR TYPICAL DOOR AND WINDOW OPENINGS 4'-0" OR LESS, DOOR AND WINDOW OPENINGS GREATER THEN 4'-0" LSTA21 STRAPS SHALL WRAP OVER TOP PLATE.

15. EPOXIED 1/2" THREADED ROD & COUPLER ANCHOR SYSTEM MAX. 4'-0" O.C. OR 5/8" @ 6'-0" O.C., AND WITHIN 12" OF ALL CORNERS AND EACH SIDE OF ALL OPENINGS WITH 2" WASHER AND NUT. 4" EMBEDMENT INTO SLAB.

16. ROOF SHEATHING SHALL 5/8" ZIP SYSTEM SHEATHING, FASTENED W/ 8D RING SHANK NAILS SPACED 3" O.C. AT EDGES & 6" O.C. INTERMEDIATE FRAMING.

17. WALL SHEATHING SHALL BE 1/2" ZIP SYSTEM WALL SHEATHING FASTENED W/ 8D COMMON (OR EQUAL) SPACED 4" O.C. AT EDGES & 8" O.C. INTERMEDIATE FRAMING. OVER 2X6 SYP WOOD STUDS @ 16" O.C.

18. NON SHEAR WALL WOOD WALL SHEATHING SHALL BE UNBLOCKED. FASTEN SHEATHING TO STUDS W/8d @ 6" OC AT PANEL EDGES AND AT 12" OC AT INTERMEDIATE SUPPORTS. FOR NAILING REQUIREMENTS AT SHEAR WALLS, SEE SHEAR WALL SCHEDULE.

19. FLOOR DECKING 3/4" T&G PLYWOOD GLUED SCREWED @ 6" O.C. W/ 2" LONG SCREWS

20. PROVIDE A MINIMUM OF 3 STUDS UNDER BEAMS OR GIRDER TRUSSES CARRYING FLOOR OR ROOF LOADS.

21. ROOF JOIST SHALL BE Laterally supported at the ends by solid blocking or diagonal struts. Such bridging may be omitted where end of joist is nailed to a header, band joist or to an adjoining stud. Also provide solid blocking or diagonal struts at 8'-0" maximum spacing.

22. ALL DOUBLE HEADERS SHALL BE NAILED TOGETHER WITH 16d NAILS STAGGERED AT 16" ON CENTERS 2" FROM TOP AND BOTTOM. HEADERS SHALL BE 2-2x12, UNLESS OTHERWISE NOTED.

23. HOLES AND NOTCHES MUST BE APPROVED BY THE ENGINEER. IF APPROVED THE NOTCHES ON THE ENDS OF JOISTS SHALL NOT EXCEED ONE-FOURTH THE DEPTH. HOLES BORED FOR PIPE OR CABLE SHALL NOT BE WITHIN THE TOP OR BOTTOM THIRD OF THE JOIST DEPTH AND THE DIAMETER OF SUCH HOLE SHALL NOT EXCEED ONE-THIRD THE JOIST DEPTH NOTCHES FOR PIPES IN THE TOP OR BOTTOM OF JOISTS SHALL NOT EXCEED ONE-SIXTH THE JOIST DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN.

24. STRESS GRADE: SOUTHERN PINE NO. 2 OR ENGINEER APPROVED EQUAL. ALL DESIGN VALUES ARE UNDER NORMAL LOADING AND IN DRY CONDITIONS OF SERVICE. SYP MAY BE SUBSTITUTED FOR SPF.

25. PRESSURE-TREAT LUMBER IN ACCORDANCE WITH THE MANUAL OF RECOMMENDED PRACTICE OF THE AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA).

26. ALL FASTENERS AND NAILS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE MADE OF TYPE 304 OR TYPE 316 STAINLESS STEEL UNLESS THE LUMBER IS TREATED WITH CCA-C OR SBX (DOT), BUT NOT SBX (DOT) WITH SODIUM SILICATE (N6502).

27. UNLESS OTHERWISE NOTED, USE THE FOLLOWING MINIMUM GRADE OF LUMBER FOR FRAMING:
FRAMING MINIMUM GRADE
SILL ON FOUNDATION WALLS OR SLAB ON GRADE NO. 3 SYP

JOISTS, RAFTERS & HEADERS NO. 2 SYP

PLATES, CAPS & BUCKS NO. 2 SYP

STUDS SEE SCHEDULE

POSTS & COLUMNS NO. 2 SYP

28. CONNECT OVER FRAMING (SUCH AS VALLEY TRUSSES) TO MAIN ROOF FRAMING BELOW WITH SIMPSON VTC2 WITH 4-10d NAILS INTO TRUSS AND 5-10d x 1½" NAILS INTO OVER FRAMING OR 1½"x16 ga TWIST STRAP @ 48" MAX W/4-10d NAILS EACH END OF STRAP.

29. POST BASE AND CAPS FOR 4x4 AND 6x6 POST SHALL BE SIMPSON CB SERIES AT BASE AND CC SERIES AT CAP USE CORNER CAPS AT CORNER POSTS.

30. CONVENTIONAL FASTENING AND STRAPPING HAVE BEEN SHOWN ON THESE DRAWINGS TO RESIST WIND LOADING. AN ALTERNATE SYSTEM USING FULL HEIGHT BOLTED RODS, CABLES, ETC. MAY BE SUBMITTED AS AN ALTERNATE. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY A REGISTERED ENGINEER FOR APPROVAL PRIOR TO FABRICATION. THE SUBMITTAL SHALL ADDRESS THE FOLLOWING:
- THE TOP PLATE MUST BE CONSIDERED AS TWO SEPARATE MEMBERS FOR TRANSFERRING UPLIFT FORCES TO THE ALTERNATE SYSTEM, UNLESS IT IS NAILED TOGETHER TO ACT AS ONE MEMBER (I.E. w/CI CALCULATION REQUIRED).
- WOOD WALL SHEATHING MAY BE USED TO TRANSFER THE UPLIFT FORCES PROVIDED ADDITIONAL NAILING IS PROVIDED AT THE TOP PLATE. NAIL SPACING AT SHEAR WALLS WILL NEED TO BE INCREASED. SHEAR WALLS WITH 3" EDGE NAILING MAY NOT BE USED TO TRANSFER UPLIFT FORCES.
SINCE NAILING CAN NOT BE INCREASED, IF APPLICABLE, SEE SHEAR WALL DETAIL.
- GYPSUM BOARD WALL SHEATHING (EXCEPT AT GYP. BOARD SHEAR WALLS) MAY BE USED TO TRANSFER UPLIFT FORCES PROVIDED SPECIAL NAILING IS PROVIDED.
- SHEAR WALL SILL ANCHOR BOLT SPACING MUST BE PER THE SHEAR WALL SCHEDULE. HOWEVER, EACH BOLT FOR THE ALTERNATE SYSTEM MAY REPLACE ONE SCHEDULED ANCHOR BOLT.
- SHEAR WALL HOLD-DOWN AND FLOOR TO FLOOR STRAPPING AT END POSTS MUST BE PROVIDED AS SCHEDULED UNLESS A SBCCI REPORT OR OTHER TESTING IS PROVIDED SHOWING THAT LATERAL SHEAR WALL DEFLECTION IS WITHIN ACCEPTABLE LIMITS.
- CABLE SYSTEMS MUST BE PRE-TENSIONED TO RESIST UPLIFT LOADING. SUBMIT TENSIONING PROCEDURE FOR APPROVAL.
- TRUSSES AND CONVENTIONAL FRAMING WILL BE FASTENED WITH CONVENTIONAL FASTENERS AS SHOWN ON THESE DRAWINGS, UNLESS AN ALTERNATE PROCEDURE IS SUBMITTED FOR APPROVAL.
- RODS OR CABLES SHALL BE TIED OFF AT EACH FLOOR. IF NOT, END POSTS SPECIFIED AT THE GROUND FLOOR SHALL BE USED FULL HEIGHT.

WOOD TRUSSES

1. PRE-FABRICATED STRUCTURAL TRUSSES SHALL COMPLY WITH NPFA NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION. TPI DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES AND AITC 100.

2. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS INDICATING ACTUAL TRUSS LAYOUT, DESIGN, WIND UPLIFT AT BEARING LOCATIONS, NUMBER AND TYPES OF TRUSSES, ETC. SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. TRUSS MANUFACTURER SHALL COORDINATE AND VERIFY ALL TRUSS DIMENSIONS AND DESIGNS WITH ARCHITECT'S DRAWINGS.

3. CONTRACTOR SHALL COORDINATE WITH TRUSS MANUFACTURER TO ENSURE ADEQUATE BEARING IS PROVIDED AT END REACTIONS OF ALL GIRDER TRUSSES.

4. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO THE CONTRACTOR AND ARCHITECT SHALL BE REVIEW AND APPROVAL PRIOR TO FABRICATION. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF DIMENSIONS, MATERIALS AND CONDITIONS.

5. AT VOLUME CEILING CONDITIONS, ALIGN TRUSSES TO PROVIDE A SMOOTH UNBROKEN INTERIOR WALL SURFACE FROM FLOOR TO CEILING.

6. BRACE TRUSSES DURING ERECTION AND AFTER PERMANENT INSTALLATION TO COMPLY WITH TPI DW1-76. TEMPORARY TRUSS BRACING SHALL BE INSTALLED IN ACCORDANCE WITH "RECOMMENDED DESIGN SPECIFICATIONS FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES" (TPI-DSB) AND "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES" (TIB-HIB). INSTALL ALL WEB BRACING REQUIRED BY THE TRUSS DESIGNER. TEMPORARY BOTTOM CHORD AND WEB BRACING SHALL REMAIN PERMANENTLY IN PLACE.

7. ALL METAL CONNECTIONS AND FABRICATIONS SHALL COMPLY WITH A.I.S.C. SPECIFICATIONS.

8. TRUSS MANF'GR. SHALL SUBMIT SHOP DRAWINGS TO THIS OFFICE BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION. BOTH OFFICES MUST APPROVE THE TRUSS LAYOUT.

9. BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL AND NON-STRUCTURAL MEMBERS DURING CONSTRUCTION PROCESS.

10. ROOF FRAMING PLAN AND TRUSS TYPES ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE DESIGN CONCEPT ONLY FOR ROOF CONFIGURATION.

11. TRUSSES SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH ANS1/TPI "NATIONAL DESIGN STANDARDS FOR METAL-PLATE-CONNECTED WOOD TRUSS CONSTRUCTION".

12. FLOOR TRUSS DESIGN CRITERIA
LIVE LOAD SEE DESIGN CRITERIA THIS SHEET
DEAD LOAD 20 PSF

13. COORDINATE FLOOR TRUSS LOCATIONS/CONFIGURATION WITH PLUMBING WALLS AND HVAC EQUIPMENT SO AS TO AVOID CONFLICTS. SEE MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF DUCTS, STACKS, PIPES, ETC.

HIP ROOF NAILING PATTERNS

1. TRUSSES MUST BE CAPABLE OF TRANSFERRING LATERAL LOADS TO BEARING WALLS.

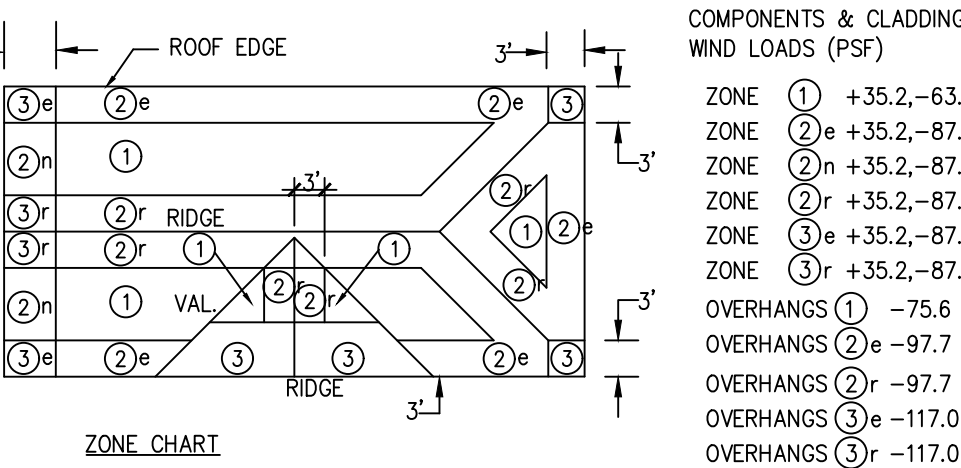
2. TRUSSES, GIRDERS, AND BEAM TIE DOWNS TO BE SIZED PER TRUSS MANUFACTURERS UPLIFT CALCULATIONS. ANY QUESTIONS AS TO THE SIZE, TYPE, OR VALUE OF A NAIL, STRAP OR CLIP SHOULD BE VERIFIED BY THE STRUCTURAL ENGINEER.

3. ROOF NAILING PATTERN (UNLESS NOTED OTHERWISE)

① ZONE 1 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 12" O.C. INTERMEDIATE FRAMING
② ZONE 2 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 6" O.C. INTERMEDIATE FRAMING
③ ZONE 3 - USE 8d RING SHANK @ 4" AT EDGES FOR GABLE END AND 6" OTHERWISE AND 6" O.C. INTERMEDIATE FRAMING.

4. SEE ROOF PLAN FOR SHEATHING SPECIFICATIONS.

5. END JOINTS OF THE ROOF SHEATHING SHALL BE STAGGERED AND OCCUR OVER FRAMING MEMBERS.



3- SUPPLEMENTARY NOTES

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT CONSIDERED STABLE UNTIL THE STRUCTURE IS COMPLETE.

2. REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES. NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OR OFF THE WORK SITE OR THE MEANS AND METHODS OF DOING ANY WORK.

3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ARCHITECTURAL AND STRUCTURAL PLAN DIMENSIONS AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS.

4. ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL, AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

5. EMBEDMENT FOR EXPANSION BOLTS SHALL BE 4½" MINIMUM FOR ¾" BOLTS IN CONCRETE OR GROUTED MASONRY. EXPANSION BOLTS SHALL BE HILTI KWIK BOLT 3 OR EQUAL.

6. EPOXY GROUT SHALL BE HY150 CARTRIDGE SYSTEM BY HILTI: (HILTI RESOQ, IF HOLE IS CORED INSTEAD OF DRILLED) OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. EMBEDMENT SHALL BE 12 BAR DIAMETER MINIMUM, UNLESS NOTED OTHERWISE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

7. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT.

8. GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTOR'S SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW.

9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

GENERAL STRUCTURAL NOTES:

1.) ALL ROOF STRUCTURE MEMBERS, (INCLUDING: SOFFIT, FASCIA, FLASHING, DRIP-EDGE, MOISTURE BARRIERS, SHINGLES, TILE, AND METAL SHEATHING), SHALL BE INSTALLED IN COMPLIANCE WITH 2020 FBC 7TH EDITION.

2.) ALL EXTERIOR WOOD FRAME WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. SEE SHEAR WALL DETAILS.

3.) ALL C.W.U. WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. PROVIDE ONE SOLID CELL AT EACH END WITH (1) #5B ROD FROM FIG. TO TIE BEAM ALL SPLITS ON REBAR TO BE 25" MIN.

4.) EPOXY MAY BE USED IF J-BOLT OR DOWN ROD IS MISSING. 1/2"Ø EDGE W/ 2" WASHER MAY BE SUBSTITUTED, (EMBEDDED 7" MIN.).

5.) TRUSS ANCHORS IN THE TIE BEAM MAY BE OFFSET 2" MAX. WITH BLOCKING.

6.) ALL DOUBLE TOP PLATES AT THE SHEAR AND BEARING WALLS SHALL HAVE MIN. OF 4'-0" OVERLAP PROVIDE 12-16D NAILS (TYP.).

7.) 3 EA. HILTI SHOT - 1-1/4" PINS #111 MAY BE USED IF HURRICANE STRAP IS MISSING.

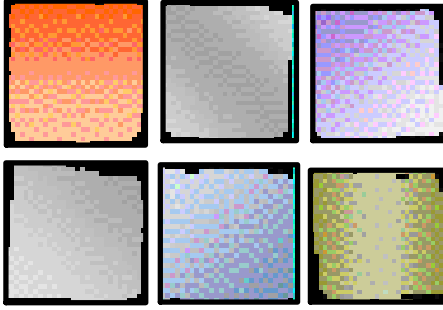
8.) FASTENERS TO BE CORROSION RESISTANT CONFORMING TO 1507.2.6 FBC, R905.2.5 FBC-R, ASTM F 1667 & ASTM A 641, CLASS 1.

9.) UNDERLAYMENT TO COMPLY WITH 1507.2.3 FBC, R905.2.3 FBC-R & (TESTING PER ASTM D 226 TYPE 1 OR ASTM D 4869, TYPE 1).

10.) FLASHING TO COMPLY WITH 1507.2.9 FBC, R905.2.8 FBC-R.

11.) DRIP EDGE TO COMPLY WITH 1507.3.9.3 FBC, R905.2.8.6 FBC-R.

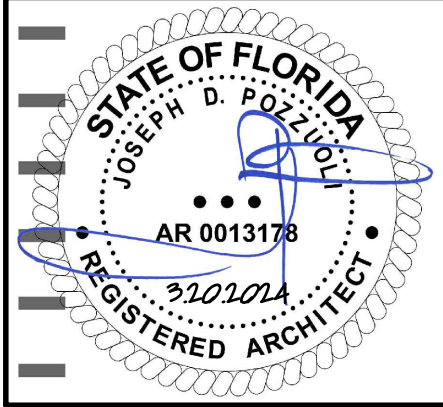
12.) ALL NAILS SHALL BE RING SHANK



JPA

JOSEPH POZZUOLI ARCHITECT

314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
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FUNKY PELICAN

215 FLORIDA A1A
FLAGLER BEACH, FL

GENERAL NOTES

REV #	DATE	ISSUE:	REV #	DATE	ISSUE:
03	2024	SIGNED SEALED			

DATE:
3.01.2024

DRAWN:
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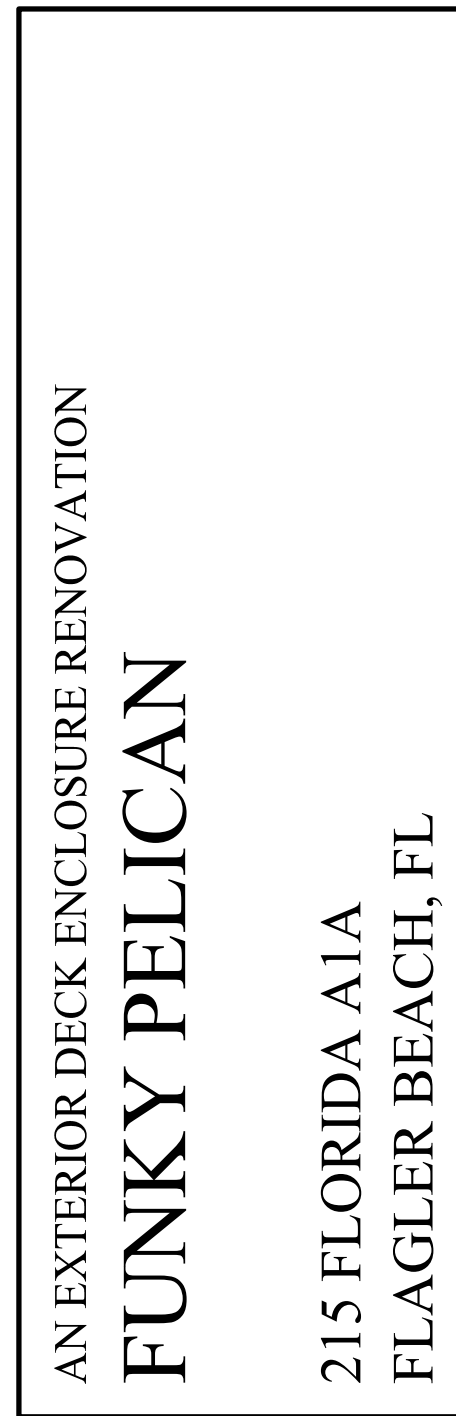
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FLAGLER BEACH, FLORIDA 32136
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ARCHITECTURAL SITE PLAN

ARCHITECTURAL SITE PLAN			
REV #	DATE:	ISSUE:	REV # DATE: ISSUE:
03	10/24	SIGNED SEALED	

JOB No.:	CHECKED:
223132	JDP

SP-1

MOODY SUBDIVISION EAST OF A1A OPPOSITE 3RD STREET
BLOCK 9 WEST OF MEAN HIGH WATER LINE AND OPPOSITE
BLOCK 9, LOTS 10 AND SOUTH HALF LOT 9 AND OPPOSITE
BLOCK 10 LOTS 1 AND 2 DEED BOOK 17, PAGE 136 OFFICIAL
RECORDS 764, PAGE 1963

STATE PLANE COORDINATES AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983/90 - UNITED STATES FEET - FLORIDA ZONE EAST, AND WERE OBTAINED USING ASHTCH PROMARK 2 RECEIVERS AND ASHTCH SOLUTIONS SOFTWARE VERSION 2.60 AS REFERENCED FROM FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENTS 73-77-A10 AND 73-07-A08-2. MONUMENT COORDINATES WERE OBTAINED FROM THE DIVISION OF WATER RESOURCE MANAGEMENT BUREAU OF BEACHES AND COASTAL SYSTEMS, COASTAL DATA ACQUISITION:

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-77-A10
NORTHING 1877525.491 - EASTING 612981.360 - ELEVATION 19.86 FEET NAVD 1988

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-07-A08-2
NORTHING 1871193.863 - EASTING 615697.453 - ELEVATION 17.16 FEET NAVD 1988

PI = POINT OF INTERSECTION
R/W = RIGHT OF WAY
LB = LICENSED BUSINESS
CONC = CONCRETE
(R) = RECORD
(M) = MEASURED
PI = POINT OF INTERSECTION
LP = LIGHT POLE
CLEAN-OUT = ELECTRIC SERVICE BOX
ESB = WOOD POST
TSB = TELEPHONE SERVICE BOX
RGP = REINFORCED CONCRETE PIPE
FLDNR = FLORIDA DEPARTMENT OF NATURAL RESOURCES
CONCRETE MONUMENT
CCOL = COASTAL CONSTRUCTION CONTROL LINE
x 13.8 = EXISTING SPOT ELEVATIONS
-10 = EXISTING CONTOUR

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD ZONE "VE" (COASTAL FLOODPLAIN BASE FLOOD ELEVATION 11 FEET) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12035C-0232-E, COMMUNITY No. 120087 FOR THE CITY OF PALM COAST FLAGLER COUNTY, FLORIDA AS REVISED 06/06/2018.

THE BASIS OF BEARING AS SHOWN HEREON IS THE COASTAL CONSTRUCTION CONTROL LINE HAVING AN ASSUMED BEARING OF S 24°09'54" E.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-1988)

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

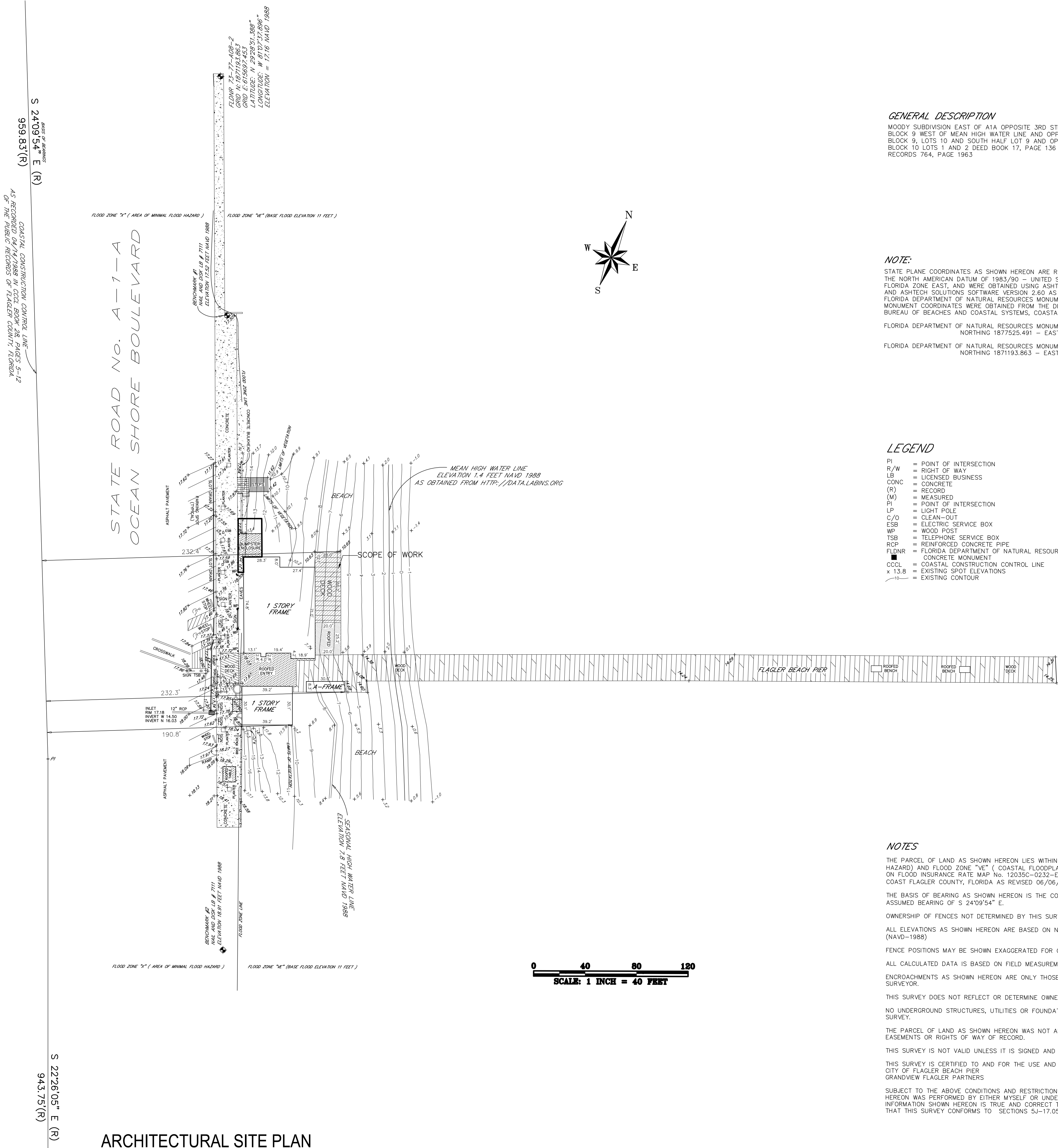
NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS,
EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL

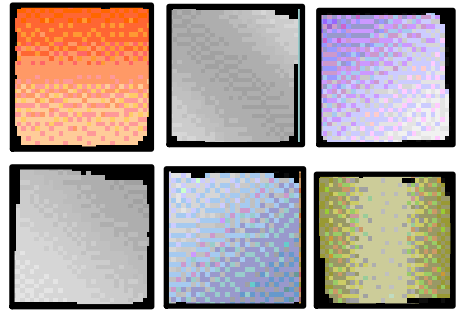
THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF:
CITY OF FLAGLER BEACH PIER
GRANDVIEW FLAGLER PARTNERS

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN
HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE
INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND
THAT THIS SURVEY CONFORMS TO SECTIONS 5J-17.051, 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.



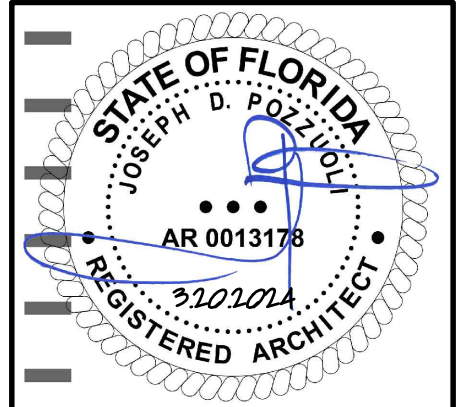
ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'-0"



JPA

JOSEPH POZZIOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
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FUNKY PELICAN

215 FLORIDA A1A
FLAGLER BEACH, FL

DEMOLITION FLOOR PLAN

REV #	DATE	ISSUE
03.20.24	SIGNED SEALED	

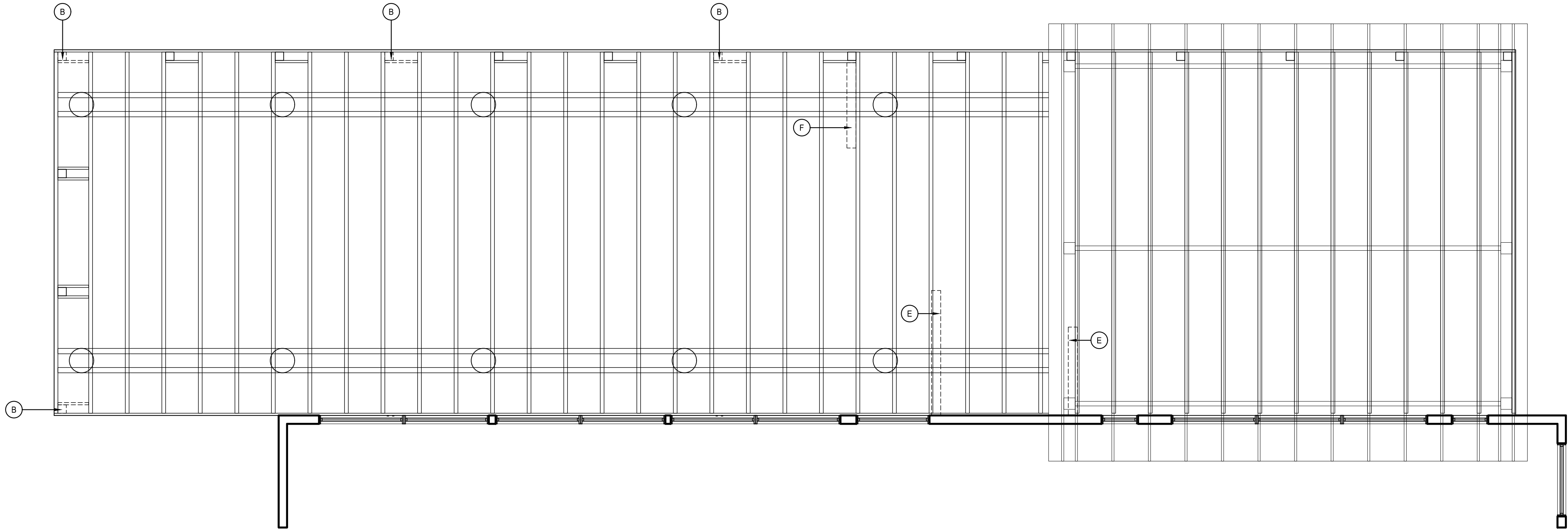
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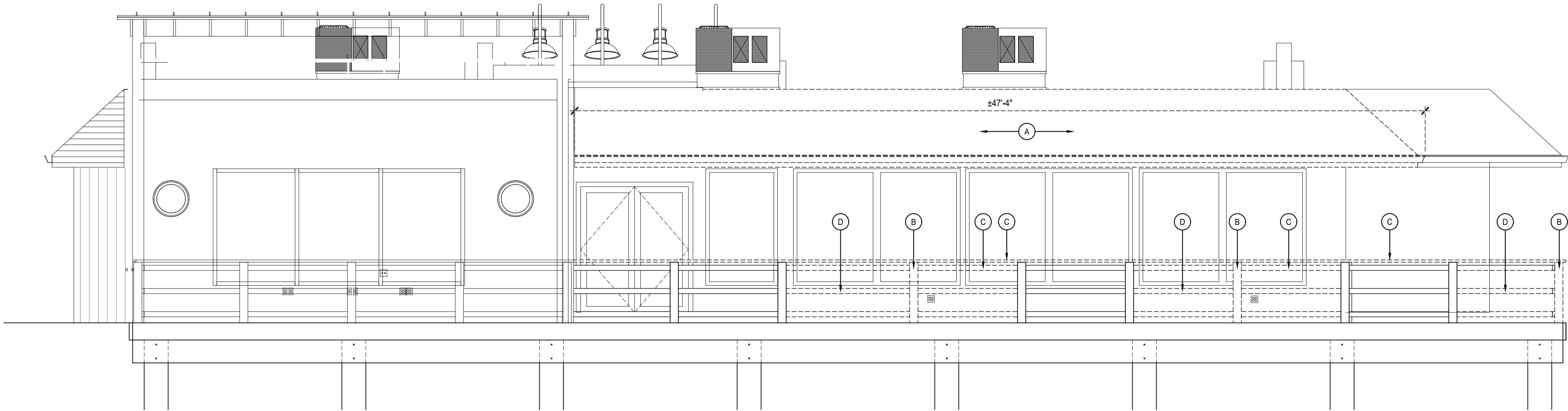


DEMO FRAMING PLAN

SCALE: 1/4" = 1'-0"

DEMOLITION NOTES:

- 1- THE CONTRACTOR SHALL ACQUAINT THEMSELVES WITH THE EXISTING STRUCTURE PRIOR TO CONSTRUCTION.
- 2- ANY CONDITIONS NOT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.
- 3- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWING.
- 4- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND REPORT DISCREPANCIES TO THIS OFFICE PRIOR TO CONSTRUCTION.
- 5- CONTRACTOR SHALL EXERCISE CARE DURING DEMOLITION AND REMOVAL TO ASSURE THAT ITEMS SCHEDULED FOR DEMOLITION ARE PROPERLY REMOVED AND ITEMS TO REMAIN ARE PROTECTED FROM DAMAGE.
- 6- ALL FINISHES AND SURFACES TO REMAIN. WHATEVER IS DAMAGED DURING DEMOLITION AND NEW CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
- 7- THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY CLOSING OF ALL NEW OPENINGS IN WALLS, ROOFS OR FLOORS AT THE END OF EACH DAY'S WORK TO KEEP THE BUILDING WEATHER TIGHT AND SECURE.
- 8- THE ARCHITECT SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE INTEGRITY OR CORRECTNESS OF THE EXISTING BUILDING AND IT'S COMPONENTS.
- 9- REMOVE ALL PLUMBING FIXTURES AND ELECTRICAL EQUIPMENT INDICATED FOR REMOVAL ON THE DEMOLITION PLAN AND CAP OR TIE OFF TO INSURE THE SAFETY OF INDIVIDUALS IN THESE AREAS. THE CONTRACTOR SHALL PROVIDE PROPER SHORING OF ALL STRUCTURAL MEMBERS THAT WILL REMAIN, PRIOR TO THE REMOVAL OF EXISTING SUPPORTS.
- 10- THE CONTRACTOR SHALL PATCH, REPAIR OR REPLACE EXISTING WORK DAMAGED BY NEW CONSTRUCTION.
- 11- EQUIPMENT SUCH AS HOT WATER HEATERS, AIR CONDITIONING EQUIPMENT, ELECTRIC PANELS AND ELECTRIC EQUIPMENT ETC., SHALL NOT BE REMOVED IF NOT INDICATED TO BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
- 12- CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL OF THE ARCHITECT FOR SUBSTITUTIONS MADE IN SPECIFIED EQUIPMENT, MATERIALS AND COLORS.
- 13- THE CONTRACTOR SHALL VERIFY ROUGH OPENING SIZES OF DOORS AND WNDOWS PRIOR TO CONSTRUCTION.
- 14- THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO ALL EXISTING WORK, FURNISHINGS, AND FIXTURES/APPLICANCES THAT ARE TO BE RETAINED, SO THAT THEY WILL NOT BE DAMAGED.
- 15- THE CONTRACTOR SHALL CORRECT ANY EXISTING CODE VIOLATIONS DURING THE PROCESS OF CONSTRUCTION.
- 16- ANY VARIATIONS AND/OR DISCREPANCIES DUE TO "AS BUILT CONDITIONS" SHALL BE MADE KNOWN TO THE ARCHITECT, PRIOR TO CONSTRUCTION FOR REVIEW AND RECOMMENDATION.
- 17- ALL WORKMANSHIP SHALL BE NEAT, CLEAN, TRUE AND CORRECT.
- 18- ALL AREAS WHERE NEW FOOTINGS AND/OR SLABS ARE PLACED, SHALL BE EXCAVATED FREE OF ALL ORGANIC MATERIAL, FILLED WITH CLEAN TERMITTE TREATED FILL AND COMPACTED TO 95% DENSITY (2500 PSF MINIMUM BEARING).
- 19- EXISTING ROOF MUST BE PROPERLY SHORED PRIOR TO REMOVAL OF ANY EXISTING BEARING WALLS, WOOD POSTS OR COLUMNS.
- 20- IMPROVE THE SOIL UNDER ANY EXISTING FOOTING, WHICH WILL TAKE ADDITIONAL LOAD FROM NEW FLOORS ADDITION AND THE AREA OF ANY ISOLATED OR CONTINUOUS FOOTING BY PRESSURE GROUTING. THE SPACING OF GROUT INJECTION POINTS NOT EXCEED 12 INCHES CENTER TO CENTER AND SHOULD BR PERFORMED TO A DEPTH OF MINIMUM 8 FEET BELOW THE BASE OF ANY EXISTING OR NEW FOOTINGS.



DEMO EAST ELEVATION

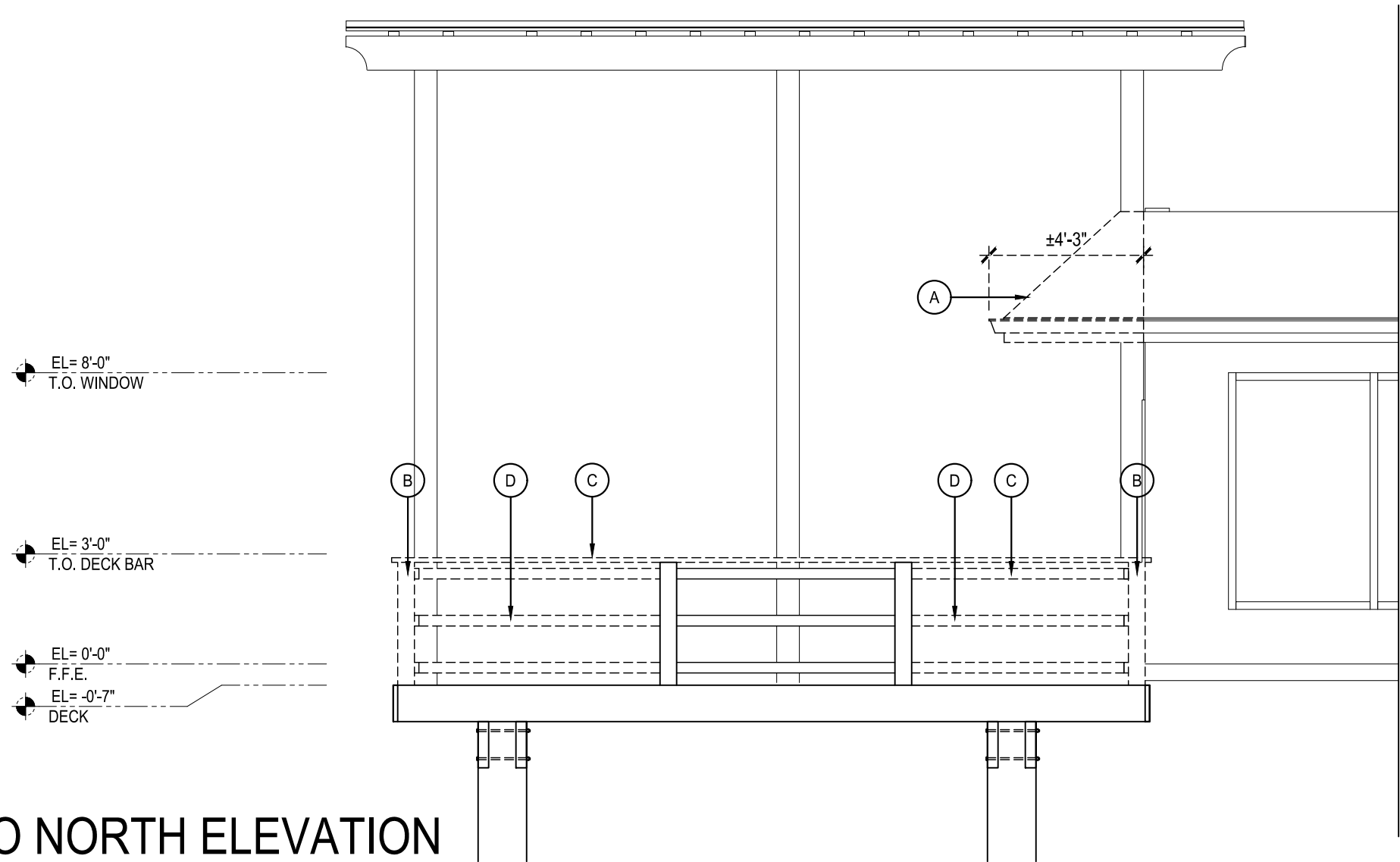
SCALE: 1/4" = 1'-0"

BUILDING MATERIALS

- (A) REMOVE MANSARD
- (B) REMOVE 4X4 POSTS AT THESE LOCATIONS
- (C) REMOVE GUARD RAIL SECTION
- (D) REMOVE S/S CABLES & RAILING BEFORE REMOVING 4X4 POSTS
- (E) REMOVE & RELOCATE DRINK RAIL
- (F) REMOVE DRINK RAIL

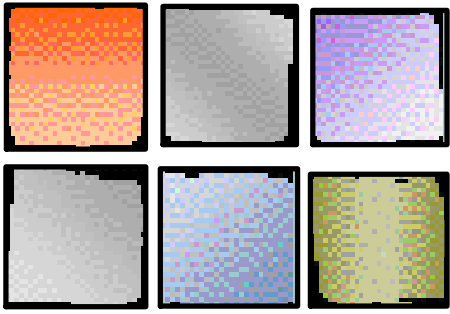
NOTE:

CONTRACTOR TO VERIFY CONDITION OF EXISTING FRAMING AND FINISHES FOR ANY DAMAGE. IF DAMAGE HAS BEEN FOUND BEYOND THE EXTENT OF THIS PHASE OF PROJECT, GC TO COMMUNICATE FINDINGS IMMEDIATELY TO ARCHITECT IN WRITING.



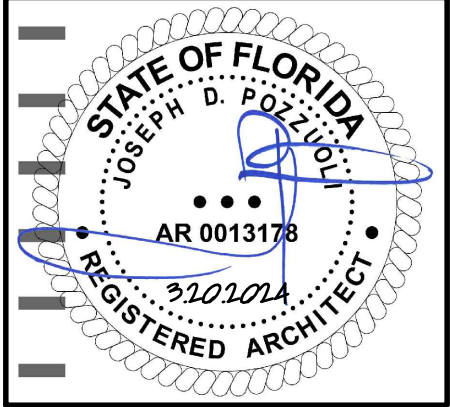
DEMO NORTH ELEVATION

SCALE: 1/4" = 1'-0"

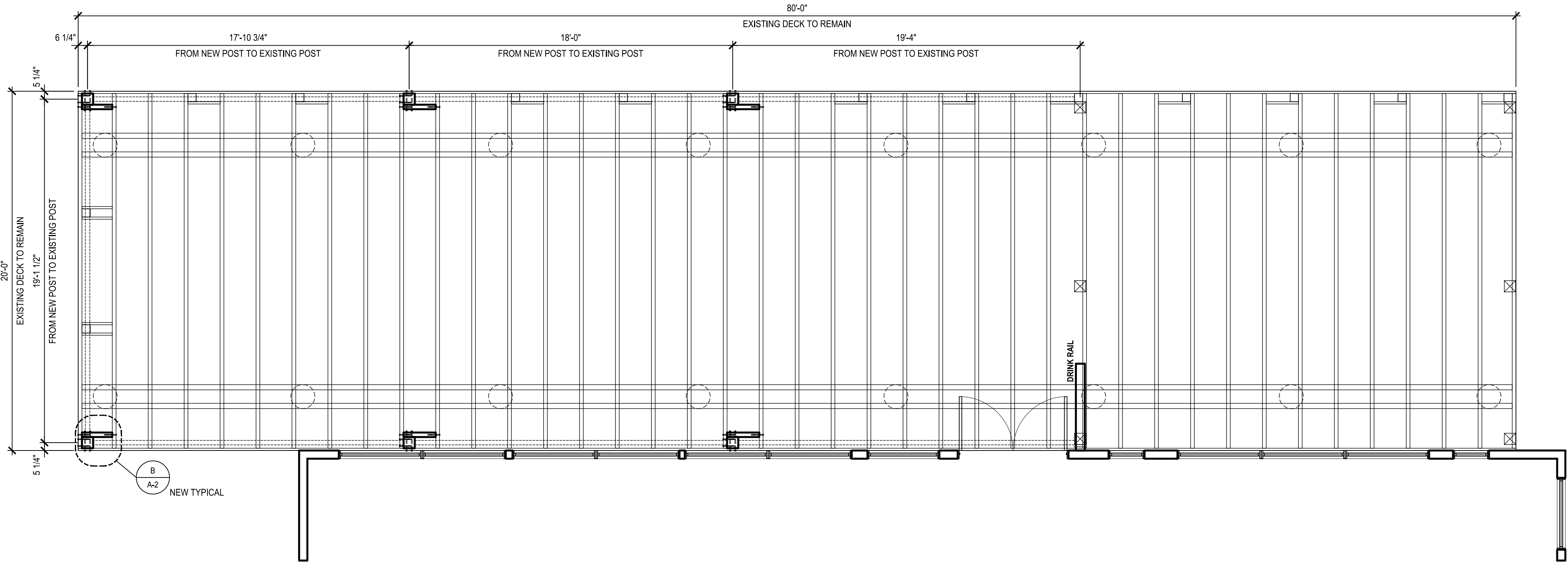


JPA

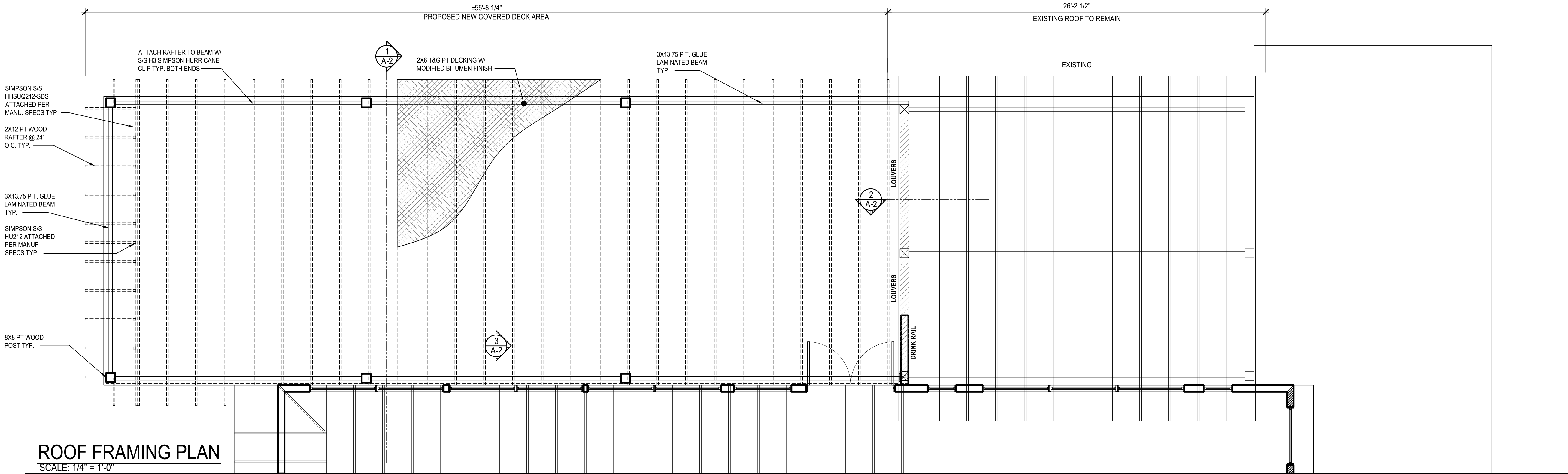
JOSEPH POZZI/OLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL



EXISTING FLOOR FRAMING PLAN
W/ ADDITIONAL POSTS DETAIL B/A-2
SCALE: 1/4" = 1'-0"



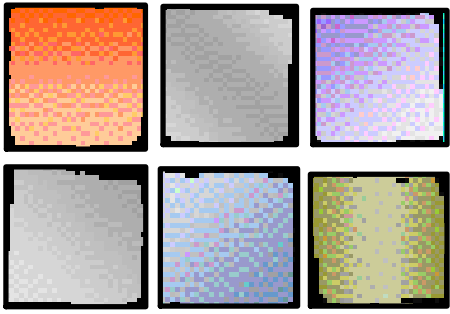
ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

FLOOR PLAN

REV. #	DATE	ISSUE:	REV. #	DATE	ISSUE:
03.20.24		SIGNED SEALED			

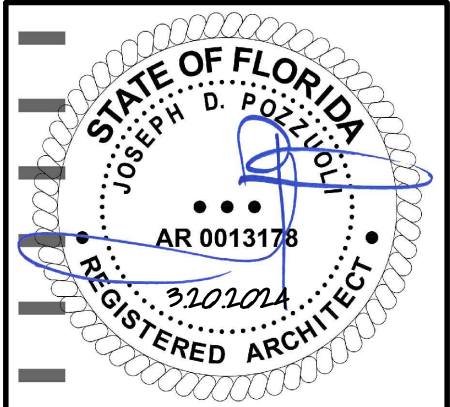
DATE:	DRAWN:
3.01.2024	MM
JOB NO.:	CHECKED:
223132	JDP

A-1



JPA

JOSEPH POZZI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
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AN EXTERIOR DECK ENCLOSURE RENOVATION

FUNKY PELICAN

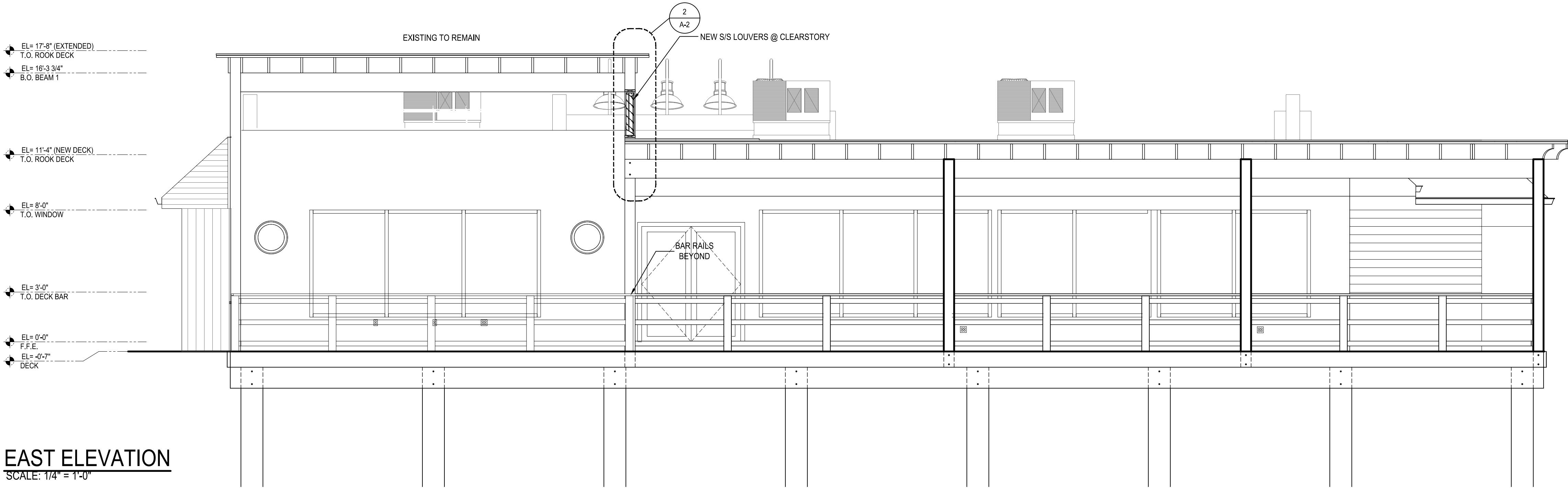
215 FLORIDA A1A
FLAGLER BEACH, FL

ARCHITECTURAL ELEVATIONS

REV #	DATE	ISSUE
03	20.24	SIGNED SEALED

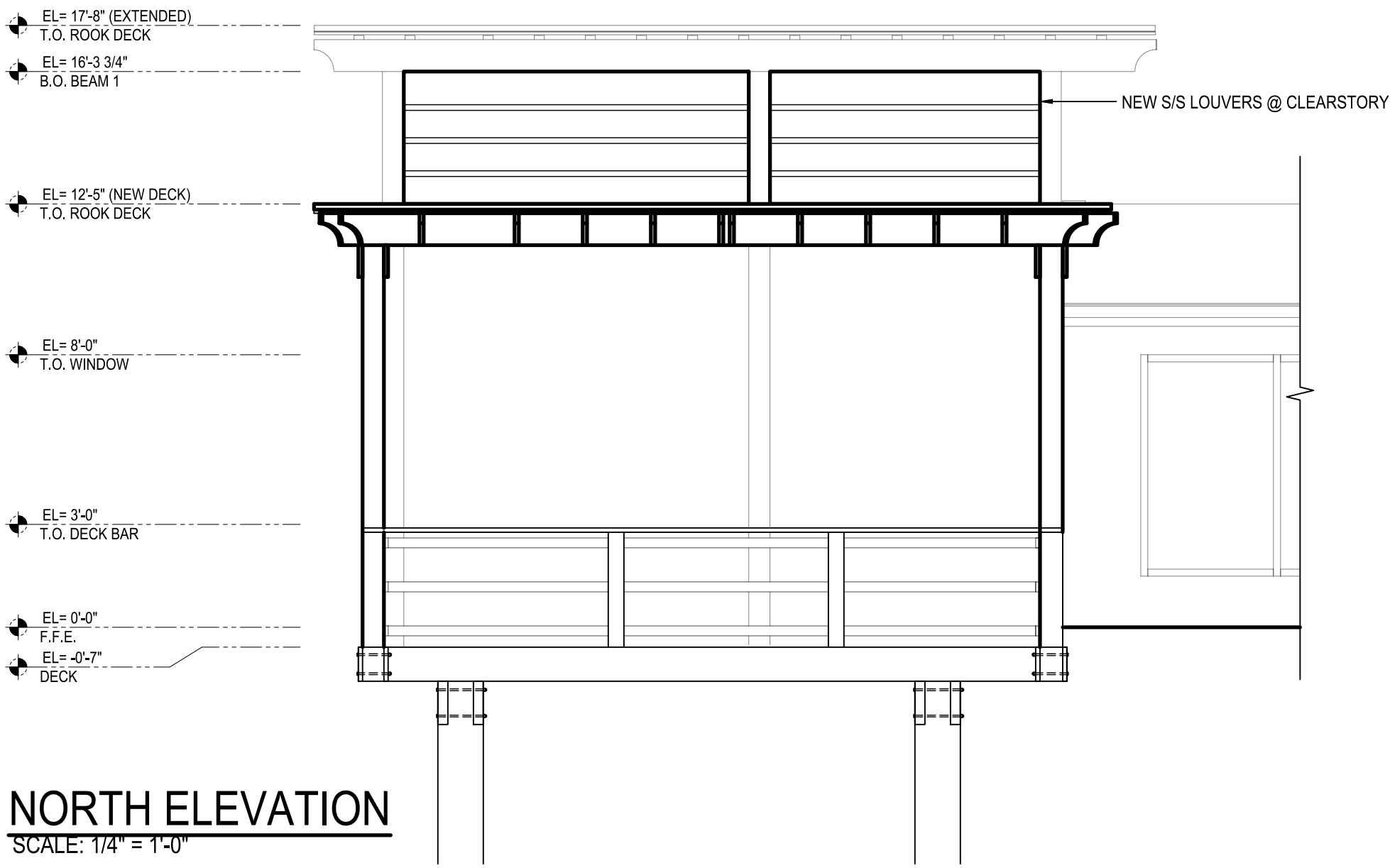
DATE: 3.01.2024	DRAWN: MM
JOB NO.: 223132	CHECKED: JDP

A-2



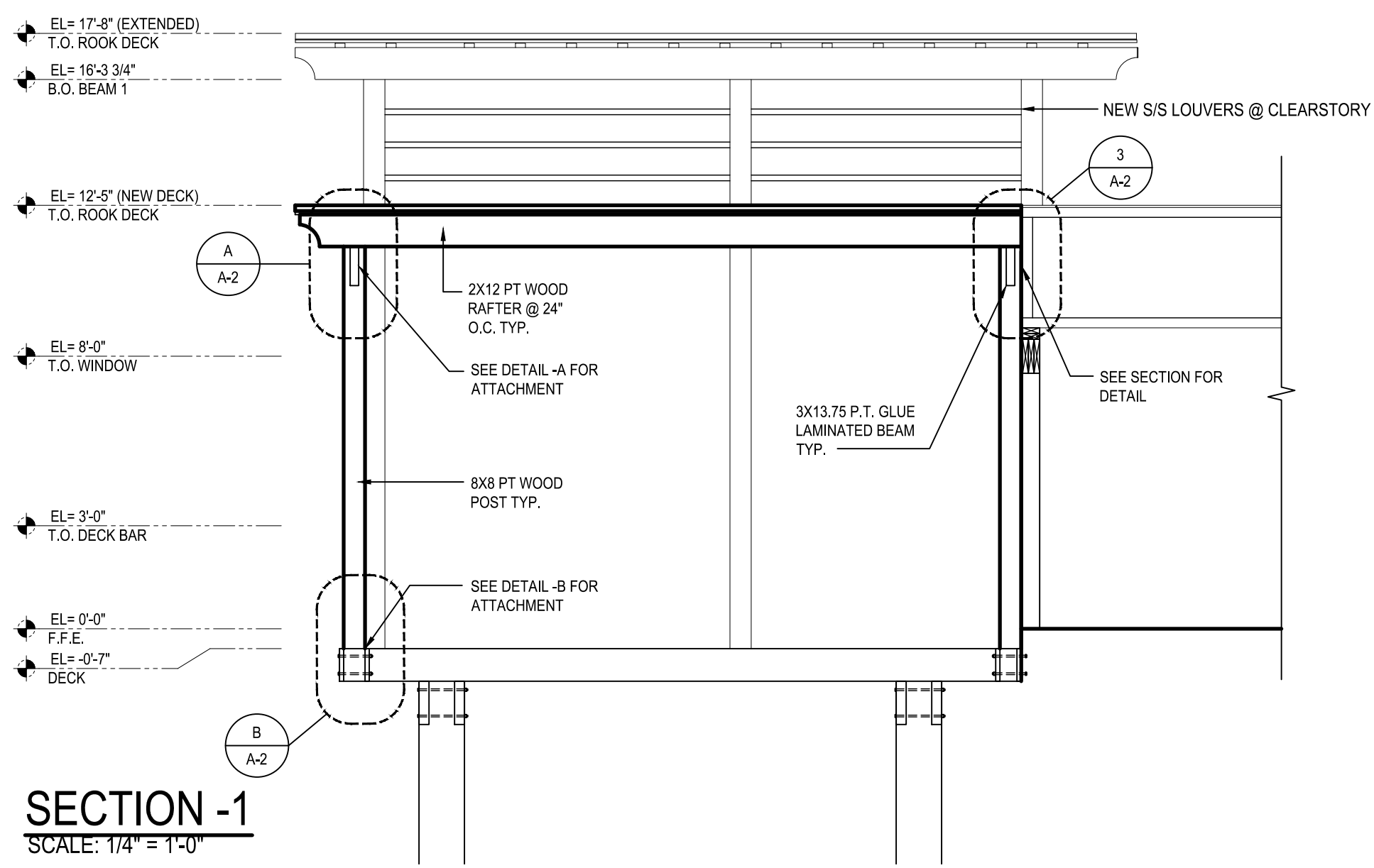
EAST ELEVATION

SCALE: 1/4" = 1'-0"



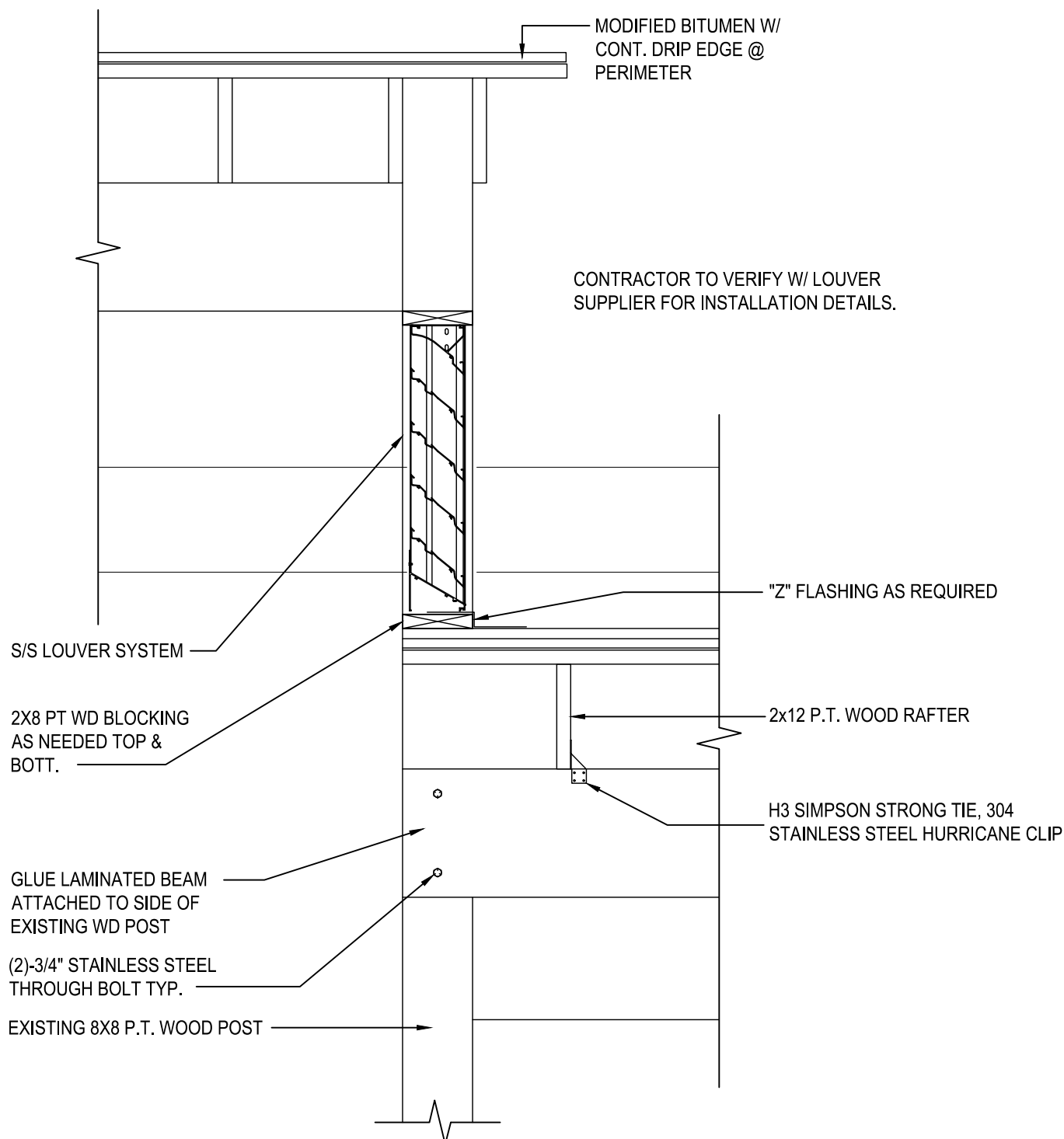
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



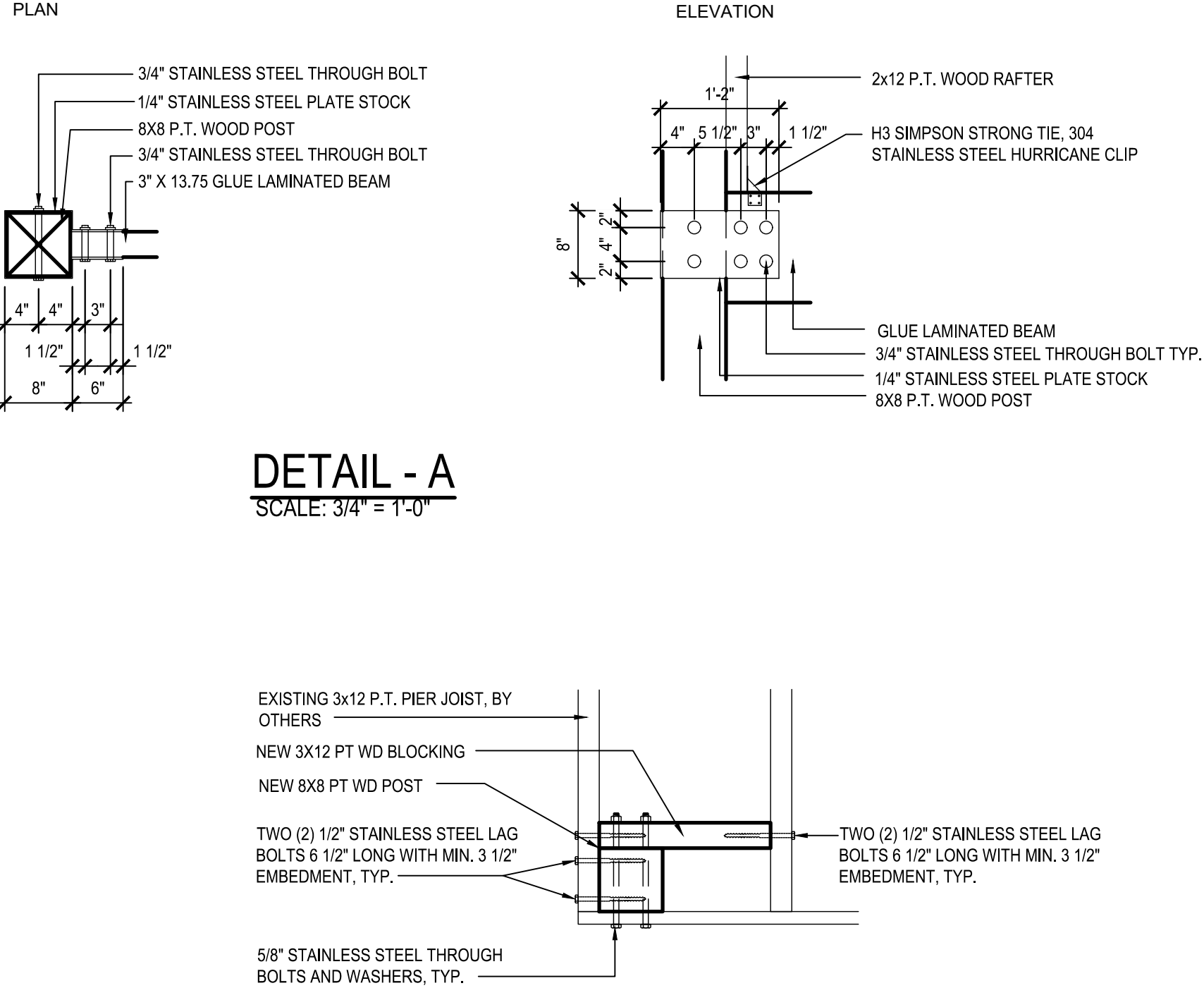
SECTION -1

SCALE: 1/4" = 1'-0"



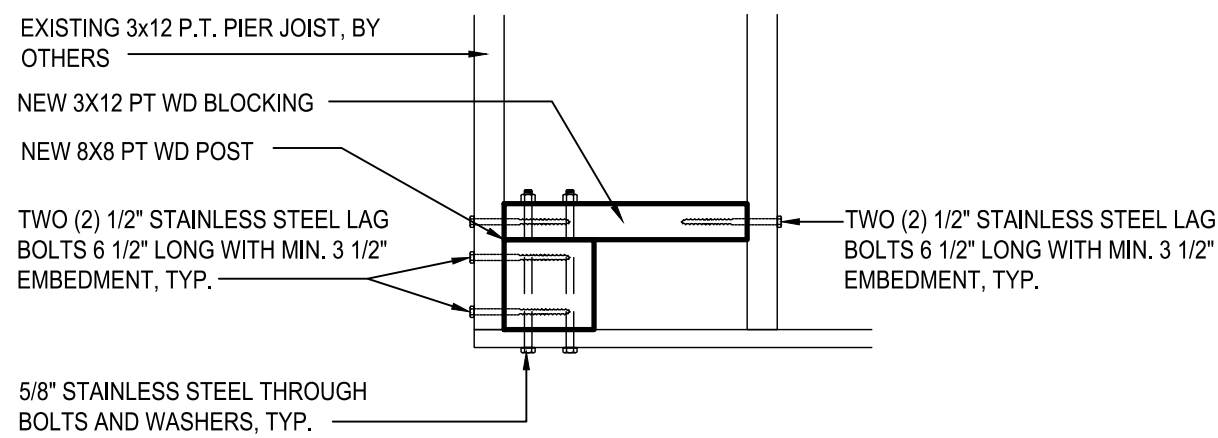
SECTION-2

SCALE: 3/4" = 1'-0"



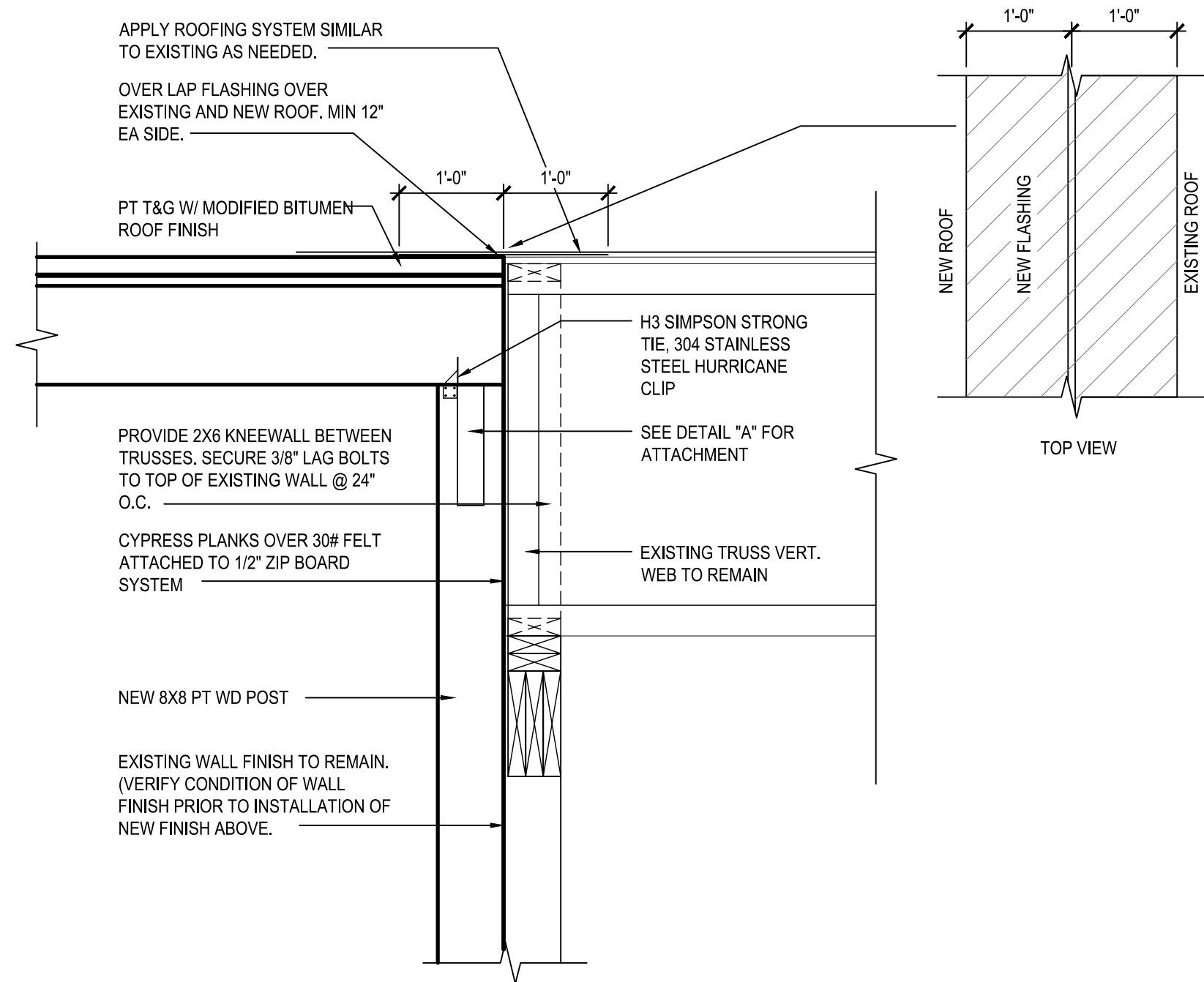
DETAIL - A

SCALE: 3/4" = 1'-0"



DETAIL - B

SCALE: 3/4" = 1'-0"



SECTION-3

SCALE: 3/4" = 1'-0"

ORDINANCE 2011-04

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA,
AUTHORIZING AND APPROVING A LEASE AGREEMENT FOR THE
PIER RESTAURANT AND PIER BAIT AND TACKLE SHOP, AND
PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, a portion of the Pier is currently leased to Katalin Myer subject to a lease agreement and subsequent amendments originally entered by and between the City and Charles Myer Enterprises, Inc. on September 14, 1990 (the "Myer Lease"); and

WHEREAS, Ray Barshay has entered an agreement with Katalin Myer whereby Mr. Barshay may purchase the ongoing business concern conducted pursuant to the Myer Lease; and

WHEREAS, the City and Ray Barshay have negotiated terms of a new lease to replace the Myer Lease subject to agreement of all parties (the "Barshay Lease"); and

WHEREAS, the Barshay Lease provides for the lease of the Pier Restaurant; and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Barshay Lease does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the Property is a valid public purpose.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

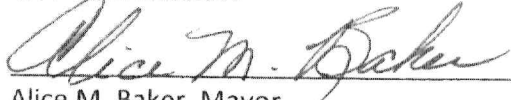
SECTION 1. The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida, conditioned upon written agreement by Mrs. Myer to terminate the Myer lease.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 24TH DAY OF MARCH, 2011.

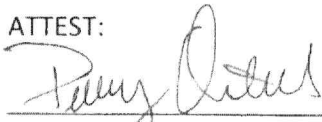
PASSED AND ADOPTED THIS 16th DAY OF June, 2011.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION



Alice M. Baker, Mayor

ATTEST:



Penny Overstreet, City Clerk

*Per 1st Addendum &
Restaurant open date*

LEASE AGREEMENT

Lease 1st effective January 1, 2013

THIS LEASE AGREEMENT (the "Lease Agreement"), is made and entered into this 30th day of AUGUST, 2011, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

expires

January 1, 2023

1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of the Flagler Beach Municipal Pier that comprises the current Pier Restaurant (the "Leased Premises"). The Leased Premises shall include all property beneath the roof and overhang of the Pier Restaurant as well as any deck that may be constructed attached to the Pier Restaurant pursuant to this Lease.

*w/3 consecutive
options to renew
for 5 years.*

2. Landlord's Title. Landlord represents and warrants that it has ownership of and authority to lease the Leased Premises to Tenant.

has to ratify city

3. Landlord Repairs and Acceptance of Leased Premises. Within 45 days of the termination of the Myer Lease pursuant to Paragraph 52, Landlord shall perform the following repairs to the Leased Premises:

*of intention to
exercise option
rights 9 months*

- Remove and replace seven damaged pieces of hardy board siding on dumpster storage on northeast corner and east wall of dining room of the Leased Premises;
- Remove and replace 500 stainless steel hurricane straps on the foundation structure of the Lease Premises;
- Replace the deteriorated A Frame hardware under the A Frame of the Leased Premises;

*before lease
expires.*

(hereinafter, the "Landlord Repairs"). In the event the cost of the Landlord Repairs is estimated to exceed \$24,084, either party may terminate this Lease upon written notice to the other party. Upon reasonable request by Landlord made in writing to Tenant, the time allowed for the Landlord Repairs shall be extended up to 45 additional days.

Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose. Tenant agrees to accept the Leased Premises and the Improvements located thereon in their "AS IS" condition without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements (or to provide any allowance for same) except as expressly provided above.

4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3,

47 above, necessary to bring the Leased Premises and the structures located thereon into
48 compliance with all governing building codes, fire codes and other applicable
49 regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant
50 Repairs is estimated to exceed \$35,916, the Tenant may terminate this Lease upon
51 written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to
52 exceed \$100,000, the Landlord may terminate this Lease upon written notice to the
53 Tenant. In the event Tenant completes the repairs provided for in this paragraph
54 Tenant shall be credited the total cost of such repairs up to a maximum credit of
55 \$20,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's
56 rental payment obligations as follows:

57
58 (a) \$1,000.00 of the Advance Rent shall be applied monthly toward
59 Tenant's rental payment obligation as a rent credit until the balance of the Advance
60 Rent is reduced to \$9,000.00;

61
62 (b) The Advance Rent remaining after application of the credits described
63 in (a), above, shall be applied toward Tenant's rental payment obligations and any
64 other payments due and unpaid by Tenant to Landlord at the end of the Term of this
65 Lease, including any extensions thereof.

66
67 5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This
68 Lease shall be effective upon execution by all parties hereto, including execution of
69 the Consent to Early Termination clause by Katalin Myer (the "Commencement
70 Date"). The original Lease Term shall end on the first calendar day exactly ten years
71 after the first of the following to occur (the "Move-in Date"):

72
73 (a) Tenant opens the restaurant for service of customers;

74
75 (b) Tenant is issued a certificate of occupancy; or

76
77 (c) The 121st day after Tenant has applied for any building permit related to
78 the Leased Premises except any permits related to construction of the deck
79 described in Paragraph 15(b). Provided, however, Tenant may request the
80 time provided in this subsection be extended up to 90 days if necessary
81 permits have not yet been issued and Landlord shall not unreasonably deny
82 any such request. Tenant shall apply for all building permits necessary to
83 complete the repairs described in Paragraph 4, above, within 60 days from
84 September 1, 2011 or the date Tenant receives confirmation, in a form
85 acceptable to Tenant, that the State will allow construction of a deck as
86 referenced in Paragraph 15, herein, whichever occurs earlier.

87
88 Within a reasonable time after the Move-in Date, the parties hereto shall execute an
89 addendum to this Lease memorializing the Move-in Date. Failure by the parties,
90 however, to execute such addendum shall in no way affect the validity of this
91 paragraph or the calculation of the Move-in Date.

92

93 Tenant shall have the option to extend the original Lease Term for three (3)
94 consecutive five (5) year terms. Tenant shall exercise the First Option for an
95 additional five (5) year term by written notice delivered to Landlord on or before nine
96 months prior to the end of the original Lease Term. If Tenant exercises the First
97 Option, the original Lease Term will be extended upon the same terms and conditions
98 as set forth herein.
99

100 If the Tenant exercises the First Option, it shall, at the end of the term of the
101 First Option, have an additional option to extend the term another five (5) years (the
102 "Second Option"). Tenant shall exercise the Second Option by providing written
103 notice to Landlord of such exercise on or before nine months prior to the end of the
104 First Option period. If Tenant exercises the Second Option, the Lease Term will be
105 extended upon the same terms and conditions as set forth herein.
106

107 If the Tenant exercises the Second Option, it shall, at the end of the term of the
108 Second Option, have an additional option to extend the term another five (5) years
109 (the "Third Option"). Tenant shall exercise the Third Option by providing written
110 notice to Landlord of such exercise on or before nine months prior to the end of the
111 Second Option period. If Tenant exercises the Third Option, the Lease Term will be
112 extended upon the same terms and conditions as set forth herein.
113

114 Notwithstanding the foregoing, Tenant shall have no right to exercise any
115 Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts
116 to exercise the Option; b) Tenant is in default of any term of the Lease on the date the
117 Option becomes effective; or c) Tenant has regularly and habitually failed to fully
118 comply with the terms and conditions of the Lease.
119

120 6. Base Rent. Tenant agrees to pay Landlord minimum base rent as
121 follows:
122

123 (a) Fixed Rent
124

125 In years 1 and 2 of this Lease, Tenant shall pay to Landlord
126 \$3,000.00 per month. For all subsequent years, including any exercised
127 option terms, Fixed Rent shall be increased annually on the anniversary
128 date of the effective date of this Lease by 3% per annum.
129

130 (b) Additional Percentage Rent:
131

132 In each of years 1 and 2 of this Lease, Tenant shall pay to
133 Landlord an amount equivalent to 2% of Tenant's gross sales in excess
134 of \$1 million from the Restaurant. In each of years 3 and 4 of this
135 Lease, Tenant shall pay to Landlord an amount equivalent to 2.5% of
136 Tenant's gross sales in excess of \$1 million from the Restaurant. In
137 each year from year five of this Lease forward, including any exercised
138 option periods, Tenant shall pay to Landlord an amount equivalent to

139 3% of Tenant's gross sales in excess of \$1 million from the Restaurant.
140 Tenant shall on a monthly basis provide the City with a complete report
141 on gross sales which report shall consist of Tenant's sales tax receipt
142 record. The City holds the right to audit those reports on an annual
143 basis. For purposes of this Lease, "gross sales" shall mean all
144 Restaurant sales for which monetary consideration is paid.
145

146 Beginning on the Move-in Date, the base rent plus applicable sales tax shall be due
147 and payable to Landlord in advance on the first day of each and every calendar month
148 during the Lease Term. The rent increases set forth in this section shall occur
149 automatically and without notice or demand from Landlord. If the Lease is
150 terminated on any day other than the last day of a calendar month, the Base rent due
151 for that month shall be prorated as of the date the Lease is terminated.
152

153 7. Property Taxes. Tenant shall pay all Property Taxes levied or assessed
154 against the Leased Premises prior to delinquency. The term "Property Taxes" shall
155 mean the aggregate amount of all ad valorem real property taxes, excluding special
156 and general assessments, and any other taxes imposed upon the Leased Premises and
157 all improvements located thereon from time to time. Property Taxes shall also
158 include any personal property taxes imposed upon Tenant's furniture, fixtures,
159 machinery, equipment, and appurtenances located upon or used in connection with the
160 Leased Premises.
161

162 8. Tenant's Use of the Leased Premises. Except as otherwise specifically
163 provided herein, Tenant shall use the Leased Premises solely for the purpose of
164 operating a restaurant and restaurant related activities serving the general public and
165 for no other purpose. Tenant shall, at its sole cost and expense, obtain all licenses and
166 permits required by any local, County, State or Federal agency. Tenant shall comply
167 with all fire safety codes applicable to the Leased Premises, at Tenant's sole expense.
168 Subject to Tenant's acquisition of all necessary licensing, Tenant may serve alcoholic
169 beverages within the boundaries of the structure located on the Leased Premises as
170 well as upon the deck contemplated in Paragraph 15(b).
171

172 9. Compliance with Laws. Tenant shall cause the Leased Premises to
173 comply with all laws, ordinances, regulations and directives of any governmental
174 authority having jurisdiction over the Leased Premises including, without limitation,
175 any law, ordinance, regulation or directive which in the future may become applicable
176 to the Leased Premises. Tenant shall not misuse the Leased Premises, or permit the
177 Leased Premises to be used in any manner which: (a) violates any law, ordinance,
178 regulation, or directive; (b) causes or is reasonably likely to cause damage to the
179 Leased Premises; (c) violates a requirement or condition of any fire or extended fire
180 coverage insurance policy covering the Leased Premises or increases the cost of such
181 policy; or (d) constitutes or is reasonably likely to constitute a nuisance, annoyance,
182 or inconvenience to the general public.
183

184 10. Hazardous Materials. No Hazardous Materials, as defined herein, shall
185 after the signing of this Lease, be permitted within the Leased Premises at any time.
186 Notwithstanding the foregoing, normal quantities of Hazardous Materials customarily
187 used in the conduct of Tenant's business (such as cooking equipment and cleaning
188 supplies) may be brought on the Leased Premises and shall be used strictly in
189 compliance with the manufacturer's instructions. Notwithstanding the obligation of
190 Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and
191 expense, promptly take all actions required by any governmental authority to remove,
192 dispose of, and clean up after any Hazardous Materials located on the Leased
193 Premises, without regard to the source of the Hazardous Materials, provided the
194 Hazardous Materials were not brought on the Leased Premises by Landlord or prior
195 tenants. Such action shall include, without limitation, the investigation of the
196 environmental condition of the Leased Premises, the preparation of any feasibility
197 studies or reports concerning the location and removal of the Hazardous Materials,
198 and the performance of any cleanup, remedial, removal, or restoration work. Tenant
199 shall obtain Landlord's written approval prior to taking any such actions, which
200 approval shall not be unreasonably withheld. Tenant agrees to execute affidavits,
201 representations and other similar documents from time to time at Landlord's request
202 stating to Tenant's best knowledge and belief there are no Hazardous Materials
203 located upon the Leased Premises. As used herein, the term "Hazardous Materials"
204 means (a) any material or substance which is defined or becomes defined as a
205 "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or
206 substance," or "air pollutant" under any statutes, laws, ordinances, codes, regulations,
207 rules or orders promulgated by any governmental authority, or (b) any other material
208 or substance displaying toxic, reactive, ignitable, or corrosive characteristics, as all
209 such terms are used in their broadest sense.
210

211 11. Hours of Operation. Tenant's business operation on the Leased
212 Premises shall be open to the public seven (7) days a week, offering a full service
213 restaurant providing for breakfast, lunch and dinner. Tenant shall have the right,
214 upon consent by Landlord, which consent shall not be unreasonably withheld, to alter
215 hours of operation based on market conditions and in keeping with good business
216 practices. Notwithstanding the foregoing, Tenant shall have the right to close the
217 Leased Premises while the Leased Premises are undergoing reconstruction or repair.
218 Tenant shall additionally have the right to close the Leased Premises for up to one
219 week during any calendar year for the purpose of conducting maintenance on the
220 Leased Premises. Tenant may also close the Leased Premises when weather
221 conditions may be hazardous to Tenant's customers and the general public. Tenant
222 shall further have the right to close the Leased Premises on Christmas day and any
223 three other days Tenant chooses during the course of any calendar year.
224

225 12. Utilities. Except as otherwise provided, Tenant shall be solely
226 responsible for the prompt payment of all charges for any and all utility services to
227 the Leased Premises including, without limitation, electricity, potable water, sewage
228 disposal services, natural gas, trash and garbage collection services, and telephone
229 services. The accounts for all such utility services shall be opened solely in Tenant's

name, and Tenant shall be responsible for the payment of all deposits associated with such utilities. Tenant shall indemnify and hold Landlord harmless against any and all liability arising from Tenant's failure to promptly pay for any utility service to the Lease Premises. It is expressly understood and agreed that the Tenant shall not be responsible for any utilities as defined herein for any portion of the Landlord's property except for the Leased Premises. It is further agreed that Tenant shall not be responsible for utility charges due for the Pier Restrooms, Pier Bait Shop or the Pier lights or any other utilities that are not related to Tenant's operations at the Leased Premises.

13. Landlord's Maintenance and Repair Obligations.

After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in paragraph 14 of this Lease.

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations serving the Leased Premises only, which are not the express obligation of Landlord; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HVAC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests. (g) Tenant is also responsible for all termite and pest control of the Leased Premises. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent.

15. Tenant Alterations.

(a) Upon execution of this Lease, the Landlord has approved the plan attached hereto as Exhibit "A" indicating initial improvements and alterations to the Leased Premises. Thereafter, Tenant shall not make or allow to be made any major alterations, additions, or improvements to the Leased Premises (the "Alterations") without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. For purposes of this Lease,

276 “major alteration” shall mean any alteration that requires any permanent
277 structural alteration of the Leased Premises. Prior to commencing any
278 such work, Tenant must furnish Landlord with plans and specifications;
279 names and addresses of contractors; copies of contracts; necessary permits;
280 evidence of contractors’ and subcontractors’ insurance in a type and
281 amount acceptable to Landlord; and indemnification in form and amount
282 satisfactory to Landlord. All such Alterations shall be installed in a good
283 and workmanlike manner using new materials. Upon completion, Tenant
284 shall furnish “as built” plans, contractor’s affidavits, and full and final lien
285 waivers, covering all labor, services, and materials provided in connection
286 with the Alterations. All Alterations shall comply with all insurance
287 requirements, codes, ordinances, laws and regulations, including the
288 Americans With Disabilities Act. Tenant shall reimburse Landlord upon
289 demand as additional rent for all sums expended by Landlord to examine
290 the architectural, mechanical, electrical, and plumbing plans for any
291 Alterations. Rent due and payable hereunder shall not be abated or
292 reduced during the installation of Alterations.
293

294 (b) During the first twelve months after the Commencement Date of this Lease
295 Tenant may, at its option, construct a deck attached to the Leased Premises
296 not to exceed 1,600 square feet, subject to permitting and approval by
297 Landlord of the size, location and design of the deck, which approval shall
298 not be unreasonably withheld. Landlord shall cooperate with the Tenant in
299 seeking necessary State approval for the deck. In the event Tenant
300 completes construction of said deck within twelve months from the
301 Commencement Date, subject to annual appropriations, Landlord shall
302 reimburse Tenant’s design, permitting (including necessary State
303 approvals), labor and materials costs incurred in construction of the deck
304 up to a maximum reimbursement from Landlord of \$50,000.00. Tenant
305 may request the amount of time to complete said deck be extended up to an
306 addition twelve (12) months, approval of which shall not be unreasonably
307 withheld. The parties expressly recognize and agree that Landlord’s
308 commitment to reimburse the costs of the deck design and construction is
309 limited to the structural elements of the deck and that Landlord shall not
310 reimburse costs incurred to install any outdoor utilities on the deck. In the
311 event of default by Landlord of its agreement to reimburse the costs
312 described in this paragraph, Tenant’s sole recourse shall be a credit against
313 future rental payments due from Tenant to Landlord pursuant to this Lease.
314 Prior to September 1, 2011, if necessary State approvals to construct the
315 deck are not obtained, either party may terminate this Agreement with
316 thirty days written notice to the other party; After September 1, 2011,
317 neither party shall have the right to terminate this Agreement based on the
318 inability to obtain State approvals for construction of the deck referenced
319 herein. In the event either party exercises its right to terminate this Lease
320 pursuant to this paragraph and Landlord subsequently obtains State
321 approval for construction of a deck Tenant shall be reimbursed any

322 expenses up to \$50,000 it incurred related to such State approval that was
323 material to the State approval ultimately received.
324

- 325 (c) Tenant agrees to complete at its sole cost and expense the improvements
326 detailed in Exhibit "B" (the "Additional Tenant Improvements"), attached
327 hereto and incorporated herein, at Tenant's sole cost and expense within
328 twelve months from the Commencement Date of this Lease. Tenant shall
329 make improvements in amounts not less than the amounts detailed in
330 Exhibit "B" and shall submit its receipts for such improvements to
331 Landlord to document Tenant's compliance with this Paragraph.
332

333 16. Construction Liens. Tenant shall promptly pay for all labor, services
334 and materials furnished to the Leased Premises at the request of Tenant, and shall not
335 permit any construction liens to be recorded against the Leased Premises. Tenant and
336 Landlord acknowledge that as public property, the Leased Premises are not subject to
337 attachment by a construction lien. In the event, however, that any such lien is
338 recorded against the Leased Premises, Tenant shall remove the lien from the Leased
339 Premises within thirty (30) days following written demand from Landlord by either
340 paying the lien or transferring the lien to security in accordance with Florida
341 Construction Lien Law. In the event Tenant fails to remove the lien from the Leased
342 Premises within thirty (30) days following written demand, Landlord may, at its sole
343 option and election, pay and satisfy the lien. In such event, all sums paid by Landlord
344 to satisfy the lien shall become immediately due and payable by Tenant to Landlord
345 as additional rent without notice or demand.
346

347 17. Liability Insurance; Indemnification. Throughout the Lease Term,
348 Tenant shall continuously maintain in full force and effect general liability and
349 property insurance with an A or A+ rated carrier protecting against personal injury,
350 death, or property damage occurring upon the Leased Premises. Such insurance shall
351 have combined single limits of no less than Two Million Dollars (\$2,000,000.00) for
352 each occurrence, shall have a minimum deductible of not more than Ten Thousand
353 Dollars (\$10,000.00) and shall name Landlord as additional named Insured. Such
354 insurance shall be provided by a company authorized to do business in the State of
355 Florida and shall be reasonably acceptable to Landlord. The policy of insurance shall
356 include a provision prohibiting cancellation without at least thirty (30) days prior
357 written notice to Landlord. Tenant shall provide proof to Landlord of the required
358 insurance within fourteen (14) days of Tenant taking possession of the Lease
359 Premises pursuant to this Lease and shall immediately provide proof of insurance at
360 any time thereafter upon request for same by Landlord. Additionally, Tenant shall
361 indemnify and hold Landlord harmless from and against any and all claims and
362 demands (including attorneys' fees and court costs) for, or in connection with, any
363 accident, injury, or damage whatsoever suffered by any person or caused to any
364 property upon the Leased Premises including, without limitation, claims for loss,
365 injury, or damage resulting from the condition of the Leased Premises, without regard
366 to whether such claim arises in whole or in part from the act, omission, or negligence
367 of Landlord, Tenant, or a third party.

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18. Fire and Casualty Insurance. Throughout the Lease Term, Landlord shall continuously maintain in full force and effect fire and casualty insurance with an A or A+ rated carrier equal to the full insurable value of the improvements to the Leased Premises. Such insurance shall be maintained at the sole cost and expense of Landlord. The proceeds of such insurance shall be payable solely to Landlord. Landlord agrees to use the proceeds of such insurance to repair and restore the improvements to the Leased Premises following casualty unless this Lease is terminated as a result of the casualty pursuant to Paragraph 19, below.

19. Damage or Destruction of Leased Premises. Damage or destruction of the Leased Premises shall be governed by the following provisions:

(a) Definitions. For purposes of this Paragraph 19, the term "partial destruction" shall mean damage to the Leased Premises by fire or other casualty which, in Landlord's sole opinion, is reasonably capable of being repaired within one hundred twenty (120) days following the date of the casualty. The term "total destruction" shall mean damage to the Leased Premises by fire or other casualty, which, in Landlord's sole opinion, is not reasonable capable of being repaired within one hundred twenty (120) days following the date of the casualty.

(b) Partial Destruction. In the event of partial destruction of the Leased Premises, Landlord shall promptly and with due diligence repair the damage (exclusive of any Alterations to the Leased Premises made by Tenant) at Landlord's sole cost and expense.

(c) Total Destruction. In the event of total destruction of the Leased Premises, Landlord and Tenant shall make a mutually reasonable determination as to whether to rebuild and/or repair the Leased Premises. Such determination shall be made based upon the availability of insurance proceeds, permitting requirements, and the commercial viability of rebuilding, including the need to contract and manage the rebuilding or reconstruction of the Leased Premises. Should the Parties determine that the repair or reconstruction of a total destruction of the Leased Premises be unreasonable based upon a totality of the factors, Tenant shall be entitled to receive an amount equal to the amount of additional coverage purchased by Landlord through Landlord's property and casualty insurance carrier to cover any capital improvements made to the Leased Premises by Tenant; Tenant shall be responsible for notifying Landlord of any additional capital improvements to be insured upon completion of such improvements. In the event Landlord purchases such additional insurance, Tenant shall pay an amount equal to the annual additional insurance premium Landlord is charged by Landlord's property and casualty carrier for the additional coverage. Payment of said additional insurance premium shall be due in full within thirty days of Landlord providing notice to Tenant in writing of the additional insurance

414 premium amount. If Tenant elects to receive payment pursuant to this
415 subparagraph, this Lease shall be terminated and the Parties shall be released
416 each to the other.

417
418 (d) Abatement of Rent upon Casualty Rendering the Leased
419 Premises Uninhabitable. If a casualty renders the Leased Premises
420 uninhabitable, the payment of Rent shall be completely abated from the date of
421 the casualty until the date the Leased Premises are substantially restored by
422 Landlord and possession of the Leased Premises is redelivered to Tenant. The
423 term of this Lease and any extensions thereof and any rent adjustments shall
424 be automatically extended and/or delayed for the time period that the rent is
425 abated. In no event shall Landlord be liable to Tenant for any damage to, or
426 any inconvenience or interruption of, the business of Tenant conducted on the
427 Leased Premises, which may be occasioned by such casualty. Tenant's sole
428 remedy in the event of a casualty loss to the Leased Premises shall be the
429 abatement of rent specifically set forth herein.

430
431 (e) Repair and Restoration. If this Lease is not terminated as a
432 result of a casualty loss, Landlord shall promptly and diligently proceed to
433 repair and restore the Leased Premises to a condition substantially similar to
434 that existing prior to the date of the casualty. The restoration and repairs shall
435 be performed in a workmanlike manner in full compliance with all applicable
436 building codes, ordinances, rules, and regulations. The means and methods by
437 which the repair and restoration is performed shall be in the sole discretion of
438 the Landlord. Landlord reserves the right to repair or reconstruct the Leased
439 Premises in a manner which differs from the original plans and specifications,
440 provided the Leased Premises is repaired or Landlord further reserves the right
441 to repair or reconstruct the Leased Premises using equipment and materials
442 which differ from those used in the original construction of the Leased
443 Premises, provided such changes do not materially affect the quality or general
444 appearance of the Leased Premises.

445
446 (f) Availability of Insurance Proceeds. Notwithstanding anything
447 to the contrary set forth in this Paragraph 19, Landlord shall have no
448 obligation to repair or reconstruct the Leased Premises following a casualty
449 loss if the available insurance proceeds are insufficient or unavailable to pay
450 the full cost of such repair or restoration. In the event insurance proceeds are
451 insufficient or unavailable to pay the full cost to repair or restore the damage
452 following a casualty loss, Landlord may elect not to repair or restore the
453 damage without regard to whether the damage constitutes partial destruction or
454 total destruction. If Landlord elects not to repair or restore the damage due to
455 insufficiency or unavailability of insurance proceeds, Landlord shall provide
456 written notice of such decision to Tenant within ninety (90) days following the
457 date of the casualty. In such case, this Lease shall be deemed terminated as of
458 the date of said notice. However, nothing contained herein shall be construed

to eliminate, restrict or otherwise limit the Landlord's obligation to the Tenant as set forth in Paragraph 19(c).

(g) Tenant's Repair Obligation. Except as otherwise provided herein, Landlord shall only be obligated to repair or restore the Leased Premises following a casualty loss to its condition as of the date of the loss. Tenant shall be solely responsible for repairing or restoring any Alterations made to the Leased Premises by Tenant and Tenant's fixtures, leasehold improvements, and personal property. Landlord may require Tenant to provide Landlord with acceptable proof that Tenant has funds available to perform such repair or restoration prior to Tenant commencing repair or restoration of alterations made to the Leased Premises prior to the casualty.

20. Assignment and Subletting. Subletting of any portion of the Leased Premises is prohibited. Assignment of this Lease shall be subject to the following terms and conditions:

(a) Restriction. Tenant shall not, either voluntarily or by operation of law, assign or otherwise transfer this Lease of any interest herein, or sublet the Leased Premises or any part thereof, or permit Tenant's business to be operated by anyone other than Tenant and Tenant's employees (hereinafter collectively referred to as a "Transfer"), without the prior written consent of Landlord, which shall not be unreasonably withheld. The parties hereto expressly recognize that Tenant's reputation, experience, expertise and business model are significant factors in Landlord's agreement to this Lease. The parties hereto agree that Landlord shall have the right to refuse its consent to any proposed Transfer to a person or entity that does not have comparable reputation, experience, expertise, financial ability or business model to Tenant. Notwithstanding the foregoing, Tenant may Transfer this Lease to a corporate entity in which Tenant owns at least fifty-one percent (51%) of the issued shares or other ownership interests. Upon any Assignment or Transfer of the entirety of Tenant's interest in the Leased Premises pursuant to the requirements and restrictions of this Paragraph 20, all tenant rights and responsibilities accruing on or after the date the Assignment or Transfer is final shall be solely the rights and responsibilities of the tenant accepting the Assignment or Transfer and the assigning tenant shall be relieved of all rights and responsibilities accruing on or after the date the Assignment or Transfer is final.

(b) Landlord's Consent. In the event Tenant desires to Transfer this Lease or any rights hereunder, Tenant shall request Landlord's consent to the Transfer at least sixty (60) days in advance of the date the Transfer is proposed to become effective. Tenant shall provide Landlord with such information as Landlord may request to consider Tenant's proposed Transfer. Any reasonable expenses incurred by Landlord to review Tenant's request to consent to a proposed Transfer, including reasonable legal fees, shall be paid

by Tenant as a condition of Landlord's consideration of the request.
Landlord's consent to a Transfer must be in writing signed by Landlord.

21. Default by Tenant. Each of the following shall be an event of default ("Event of Default") by Tenant:

(a) If Tenant fails to pay in full any Base Rent, or other monetary sums payable by Tenant to Landlord under this Lease or any part hereof within fifteen (15) days following written demand from Landlord; or

(b) If Tenant fails to comply with any of the agreements, terms, covenants, or conditions in this Lease other than those referred to in the foregoing Subparagraph (a) within thirty (30) days after written notice from Landlord to Tenant specifying the items in default; or

(c) If Tenant abandons the Leased Premises, as that term is defined by the non-residential section of the Florida Landlord and Tenant Act at the time of abandonment; if Tenant is named in a petition in bankruptcy, whether voluntary or involuntary; if a receiver is appointed for all or substantially all of Tenant's property; if Tenant takes advantage of any debtor relief proceedings under any present or future laws; or if Tenant makes an assignment for the benefit of creditors.

22. Landlord's Remedies Upon Default. Upon the occurrence of an Event of Default by Tenant, Landlord shall have the option, in Landlord's sole discretion, to pursue any one or more of the following remedies: (a) Landlord shall have the right to cancel and terminate this Lease and immediately dispossess Tenant; (b) Landlord shall have the right, without first terminating or canceling this Lease and without waiving the right to seek immediate possession of the Leased Premises, to declare the Base Rent to be accelerated and immediately due and payable in full for the remainder of the Lease Term, and to collect thereafter any and all Percentage Rent and other sums coming due in accordance with the terms and conditions of this Lease; (c) Landlord may elect to enter the Leased Premises and relet the Leased Premises for Tenant's account, holding Tenant liable in damages as set forth in Paragraph 23, below (d) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effectuating compliance with Tenant's obligations under this Lease as additional rent, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action); or (e) Landlord may exercise any and all other rights and remedies permitted under Florida Law, whether at law or in equity. All such remedies of Landlord shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute waiver of such default, or an election of remedies.

23. Landlord's Right to Relet Upon Default. Should Landlord elect to enter and relet the Leased Premises for Tenant's account pursuant to Paragraph 22, above, Landlord shall be entitled to make such alterations and repairs to the Leased Premises as may be necessary or desirable in order to relet the Leased Premises, and shall further be entitled to relet the Leased Premises or any part thereof to such tenant or tenants, for such term or terms (which may be for a term extending beyond the Lease Term), at such rental or rentals, and upon such other terms and conditions as Landlord deems advisable, in its sole discretion. Upon reletting, the Tenant shall be released of any and all liability for the payment of any obligations paid by the tenant to which the Leased Premises have been relet.

24. Landlord's Right to Cure. Notwithstanding the notice provisions set forth in Paragraph 21, above, if Tenant defaults in the performance of any covenant on Tenant's part to be performed pursuant to any provision, agreement, or covenant of this Lease, which default creates a condition which is dangerous to persons or which is likely to cause further damage to the Leased Premises, Landlord may immediately give oral or written notice to Tenant, directing that Tenant perform the same within a reasonable period of time as established by such notice. In the event that Tenant fails to comply with the applicable provision of this Lease within the period of time established by such notice, Landlord shall have the right to perform the same for the account of Tenant, in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord in performing such obligation as additional rent. Landlord's notice to Tenant, when related to conditions which are a danger to persons or which are likely to cause further damage to the Leased Premises and therefore need immediate action by Tenant, may be delivered to Tenant's person in charge of the Leased Premises in addition to the notice provided for in Paragraph 33. Landlord's right to cure as set forth in this Paragraph, shall be in addition to Landlord's other remedies upon the occurrence of an Event of Default, as otherwise provided herein. However, Landlord agrees that it will not pursue any such other remedies until thirty (30) days after Landlord gives tenant written notice to reimburse Landlord for all expenses uncured by Landlord in curing Tenant's default pursuant to this Paragraph.

25. Default by Landlord. Landlord shall be deemed in default of this Lease should Landlord fail to comply with any of the agreements, terms, covenants, or conditions of this Lease for a period of thirty (30) days after notice from Tenant to Landlord specifying the items in default; provided, however, if such default cannot reasonably be cured by Landlord through the exercise of due diligence within thirty (30) days following the date of said notice, then Landlord shall have such additional time as is reasonably necessary to cure such default provided Landlord diligently and continuously pursues such action as may be necessary to cure such default. Upon default by Landlord, Tenant shall have the option, in Tenant's sole discretion, to either (a) terminate this Lease on notice to Landlord, or (b) perform the same for the account of Landlord, and demand that Landlord reimburse Tenant for all expenses reasonably incurred by Tenant to cure Landlord's default. If Landlord fails to reimburse Tenant within thirty (30) days following written demand, Tenant shall be entitled to recover its reasonable attorneys' fees and court costs incurred to obtain

reimbursement pursuant to Paragraph 29. Except as otherwise expressly provided herein, in no event shall Tenant have the right to deduct or set-off any amounts claimed to be due Tenant from the Base Rent, Percentage Rent, or any other payment from Tenant to Landlord provided in this Lease.

26. Signage. All signage located upon the Leased Premises shall be maintained in good condition and repair by Tenant, at Tenant's sole expense. All signage and modifications thereto, except changes to copy, shall require written approval and permitting by Landlord, which shall not be unreasonably withheld.

27. Entry by Landlord. Landlord and its agents or representatives shall have the right to enter the Leased Premises to inspect the Leased Premises and to maintain or make repairs, alterations, additions, renovations, or restorations to the Leased Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close the Leased Premises. Entry by Landlord hereunder shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of rent except as otherwise expressly provided herein. Landlord agrees to give Tenant at least forty-eight (48) hours notice prior to entering the Leased Premises to make repairs authorized under this Paragraph, unless such repairs are necessary to address a life or safety situation. If Tenant does not provide Landlord with keys to the Lease Premises, and Landlord requires emergency access to the Leased Premises for any reason, Tenant shall be solely responsible for any damage caused by Landlord in obtaining emergency access.

28. Quiet Enjoyment. Provided that Tenant performs all its obligations hereunder, Tenant shall have and peacefully enjoy the Leased Premises during the Lease Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

29. Attorneys' Fees. If either Landlord or Tenant shall commence any action or other proceeding to construe or enforce this Lease, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs incurred in such action from the non-prevailing party, in addition to any other relief, including fees and costs incurred on appeal.

30. Indemnification. Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord or by a third party against Tenant, Tenant shall indemnify, hold harmless, and defend Landlord from any loss, cost, liability, damage, or expense incurred by Landlord (including attorneys' fees and court costs) in connection with such litigation.

Should Tenant be made a party to any litigation instituted by Landlord against a party other than Tenant or by a third party against Landlord, Landlord shall indemnify, hold harmless, and defend Tenant from any loss, cost, liability, damage, or expense incurred by Tenant (including attorneys' fees and court costs) in connection with such litigation provided that Landlord's duty to indemnify pursuant to this Lease

shall be limited to the same amount Landlord's tort liability would be limited to pursuant to Chapter 768, Florida Statutes, as amended from time to time.

31. Surrender of Leased Premises. Upon expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as on the execution of this Lease, subject to reasonable wear and tear. All Alterations shall be conclusively deemed fixtures of the Leased Premises and shall become the property of Landlord upon the expiration or earlier termination of this Lease. Tenant shall, at its sole expense, remove all business and trade fixtures, machinery and equipment, furniture and other items of personal property owned by Tenant or installed by Tenant in the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant to the reasonable satisfaction of Landlord. If Tenant fails to remove any such items within forty-five (45) days after the expiration or earlier termination of this Lease, any items not removed from the Leased Premises by Tenant may be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord in any manner Landlord may see fit.

32. Holdover Tenancy. If Tenant holds possession of the Leased Premises after the Lease has terminated, by lapse of time or otherwise, Tenant shall become at sufferance upon all of the terms contained herein, except as to the Lease Term and Base Rent. During such holdover period, Tenant shall pay to Landlord a monthly Base Rent equal to 200% of the Base Rent payable by Tenant to Landlord during the last month of the Lease Term. The monthly rent for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession. The payment of such additional Base Rent, however, shall not be deemed to extend the term of this Lease.

33. Notices. Any notice given or required to be given in connection with this Lease shall be in writing and shall be delivered either by hand delivery, by registered or certified mail with return receipt requested, or by an overnight courier service which provides a receipt or other evidence of delivery; provided, however, oral notice may be given under the circumstances set forth in Paragraph 24. Notices to Landlord shall be delivered at: 105 S. 2nd Street, Flagler Beach, Florida 32136. Notice to Tenant shall be delivered at: P.O. Box 731233, Ormond Beach, Florida 32173. Notices delivered by registered or certified mail shall be deemed received on the earlier of the third day following the date the notice was mailed with sufficient postage prepaid or the delivery date indicated on the return receipt. Either party may change its address by providing the other party with such change via certified mail, return receipt requested. Tenant shall maintain a domestic address for receipt of notice.

34. Relationship of Parties. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant, that this Lease is entered into on arms-length basis, and in no manner shall this Lease be construed as granting an ownership right to Landlord in Tenant's business. It is

688 further understood and agreed that this Lease is not intended, nor shall it be
689 construed, as creating a joint venture or other business relationship between Landlord
690 and Tenant other than s expressly provided in this Lease.
691

692 35. Waiver of Jury Trial. Tenant and Landlord hereby knowingly and
693 voluntarily waive trial by jury in any action whatsoever brought by Landlord or
694 Tenant to construe or enforce this Lease. The foregoing waiver is a material
695 inducement to the willingness of Landlord and Tenant to enter this Lease.
696

697 36. No Pending Claims Against Tenant. Tenant hereby warrants and
698 represents that there are no administrative claims or lawsuits pending or threatened
699 against Tenant as of the date Tenant has executed this Lease.
700

701 37. No Recordation. Tenant's recordation of this Lease or any
702 memorandum or short form of it will be void and constitute default under this Lease.
703

704 38. Amendments. This Lease shall not be amended, changed, or modified
705 except in writing executed by Landlord and tenant. Landlord shall not have waived or
706 released any of its rights hereunder unless in writing and executed by Landlord.
707

708 39. Binding Effect. Except as expressly provided herein, this Lease shall
709 be binding upon the parties hereto, their respective heirs, personal representatives,
710 successors, and assigns, and all of the terms covenants, and provisions herein shall
711 inure to the benefit of their respective heirs, personal representatives, successors, and
712 assigns.
713

714 40. Interpretation. Tenant acknowledges that it has read and reviewed this
715 Lease and that it has had the opportunity to confer with counsel in the negotiation of
716 this Lease. Accordingly, this Lease shall be construed neither for nor against
717 Landlord or Tenant, but shall be given a fair and reasonable interpretation in
718 accordance with the meaning of its terms and the intent of the parties.
719

720 41. Independent Covenants. Each covenant, agreement, obligation, or
721 other provision of this Lease to be performed by Tenant are separate and independent
722 covenants of Tenant and are not depended on any other provision of this Lease.
723

724 42. Severability. In the event any provision of this Lease is found to be
725 invalid or unenforceable by a court of competent jurisdiction, the remainder of this
726 Lease shall not be affected, and any provision found to be invalid shall remain
727 unenforceable to the extent permitted by law. The parties agree that in the event two
728 different interpretations may be given to any provision hereunder, one of which will
729 render the provision unenforceable, and one which will render the provision
730 enforceable, the interpretation rendering the provision enforceable shall be adopted.
731

732 43. Governing Law; Venue. This Lease shall be construed and enforced in
733 accordance with the laws of the State of Florida. Venue for any action or suit brought

in connection herewith shall be commenced only in the court of appropriate jurisdiction located in Flagler County, Florida.

44. Time of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

45. Headings. The headings, captions, titles, and numerical references used herein are inserted merely as a matter of convenience, and shall not alter or have any effect upon the meaning, terms, or substance of this Lease.

46. 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.

47. Number and Gender. Whenever the context hereof so requires, the single shall include the plural, and the use of masculine or neuter terms shall be construed to include all genders.

48. Entire Agreement. This Lease constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements regarding the subject matter contained herein. Landlord has not made, and Tenant is not relying upon, any warranties, representations, promises, or statements made by Landlord or any agent of Landlord except as expressly set forth herein.

49. Force Majeure. Neither party shall be liable to the other for failure to perform any obligation or responsibility under this Lease within the time period required for such performance if performance is prevented by the occurrence of an event which is beyond the control of the party, including, without limitation, strike, labor disputes, acts of God, war, or civil insurrection or legislative act making any of the obligations of this Lease impossible. In such event, the amount of time for the party to perform shall be extended by the amount of time performance is delayed by reason of any force majeure event.

50. Nature of the Property Surrounding the Leased Premises. The parties hereto expressly recognize that the Leased Premises are adjacent to the City Pier and beach and that public events and activities consistent with such uses, including festivals, fundraising events and fireworks displays may continue to occur on or over the beach and City Pier and in the airspace over the Leased Premises during the term of this Lease. Landlord shall not construct any building or facility that will block the view of the ocean from the Leased Premises unless such building or facility is in the interest of protecting the health, safety and welfare of the citizens and visitors to

Flagler Beach. In the event that Landlord constructs any building or facility, Landlord shall attempt to work with Tenant to minimize any impact on Tenant's view.

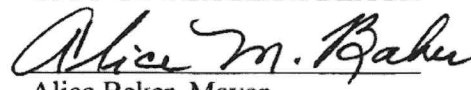
51. Competing Food and Drink at Pier. The parties hereto acknowledge that the City owns additional property at the City of Flagler Beach Pier that may be leased or used for commercial purposes. Landlord agrees to include language in any leases that it may enter with regard to such properties at the Pier to prohibit food and drink sales that may compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. Landlord agrees that it will not compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. These provisions shall not prohibit the sale or dispensing of prepackaged food, ice cream, and bottle and canned drinks including but not limited to chips, candy, crackers, bottled water, bottled soft drinks, and ice at any properties managed or leased by Landlord at the Pier.

52. Execution by Katalin Myer. Landlord and Tenant recognize that the Leased Premises is currently governed by a lease agreement between Katalin Myer and the City of Flagler Beach. It is the intent of the parties hereto, that Katalin Myer shall retain possession of those portions of the Leased Premises included in the lease agreement between Charles Myer Enterprises and the City of Flagler Beach until Katalin Myer transfers her existing business and property to the Tenant in accordance with the terms of the contract executed between Katalin Myer and the Tenant, until September 1, 2011, or until the expiration of the lease agreement between Charles Myer Enterprises and the City of Flagler Beach, whichever shall occur first (the "Transfer of Possession Date"). It is the intent of all parties hereto that all provisions of this Lease except Tenant's right to possession of the Leased Premises shall be operative and enforceable beginning on the Commencement Date.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them.

"LANDLORD"

CITY OF FLAGLER BEACH



Alice Baker, Mayor

Date: 6-20-11

Attest:



Penny Overstreet, City Clerk

820

"TENANT"

821

Witness: Elizabeth E. Kania

822

Print Name: Elizabeth E. Kania

823

Witness: Phumy Distul

824

Print Name: Kenny Overstreet

By: Raymond Barshay

Date: 8/30/11

825

CONSENT TO EARLY TERMINATION

826

^{Meyer} I agree to termination of the Lease entered by and between the City and Charles
827 ~~Myer~~ Enterprises, Inc. on September 14, 1990 (the "~~Myer~~ Lease") including any and
828 all amendments thereto; I further agree that such termination of such Lease shall be
829 effective as of the date I transfer the assets of the business located at the Leased
830 Premises to Raymond Barshay or a corporate entity affiliated with Raymond Barshay.
831 I understand and recognize that my possession of the property described in the ~~Myer~~ ^{Meyer}
832 Lease shall continue until the date the business assets are transferred, until September
833 1, 2011 unless this Lease Agreement with Mr. Barshay has been terminated prior to
834 said date or until the expiration of the term of the ~~Myer~~ ^{Meyer} Lease, whichever shall occur
835 first, and that such possession shall continue to be governed by the terms of the ~~Myer~~ ^{Meyer}
836 Lease, including any amendments thereto. It is expressly recognized that my
837 execution of this document solely indicates my agreement to terminate the ~~Myer~~ ^{Meyer}
838 Lease and I am not bound or governed by any terms contained in the Lease
839 Agreement between the City and Raymond Barshay.

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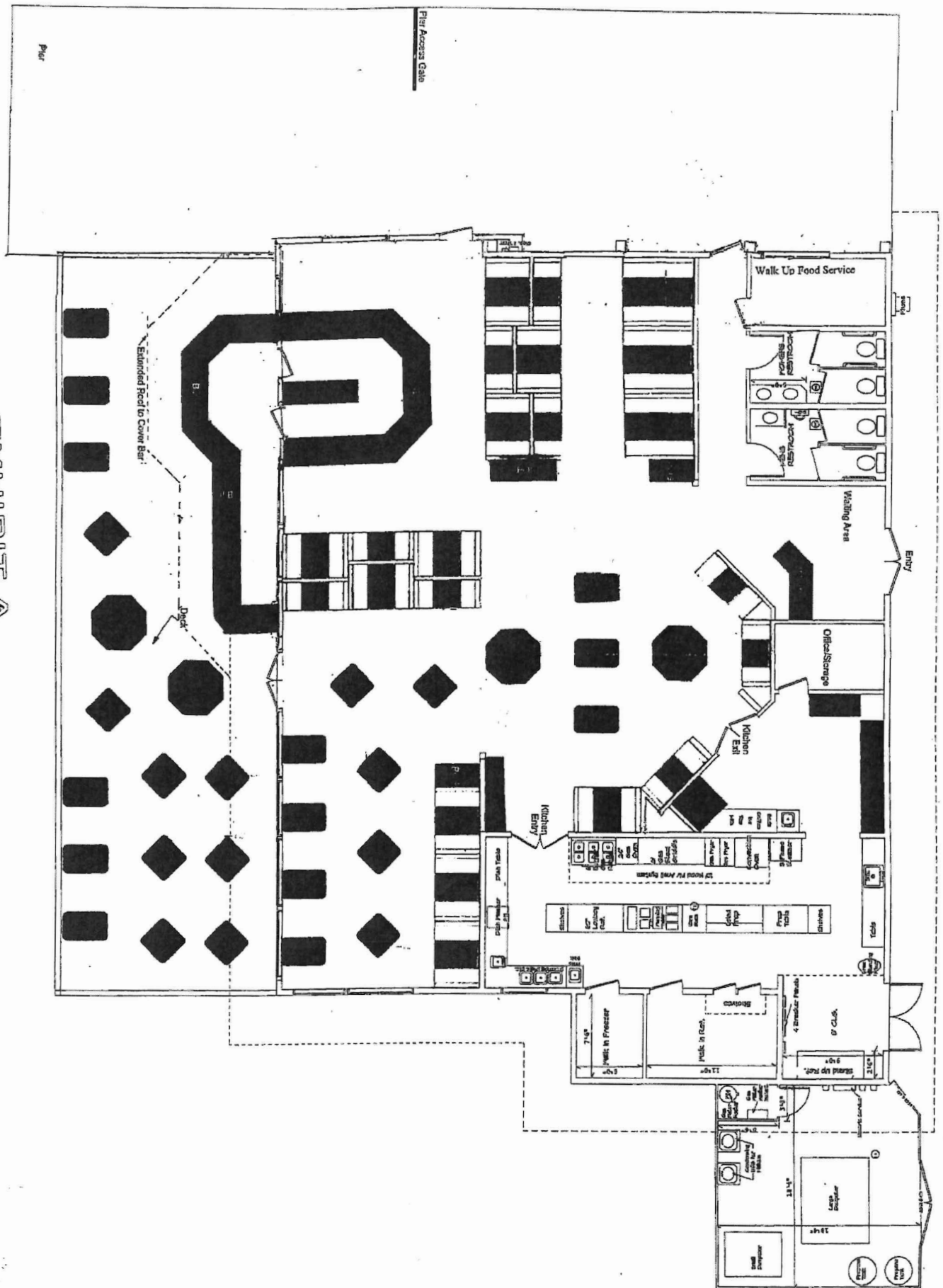
KATALIN MYER Meyer

DATE: 8-23-11

845 EXHIBIT "A"

846

EXHIBIT A





City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

July 29, 2011

Mr. Raymond Barshay
P.O. Box 731233
Ormond Beach, Florida 32173

RE: City of Flagler Beach Amendment of Pier Lease Offer

Dear Mr. Barshay:

As approved by the City Commission at its regular Commission meeting on July 28, 2011, please be advised that the City has amended its offer regarding the Pier Restaurant Lease as described in Exhibit "A" attached hereto. In short, the modification strikes the thirty day notice requirement prior to the limited termination right provided in Paragraph 15(b) of the Lease Agreement. Upon your acceptance and execution of the Lease Agreement, please execute and have witnessed where identified on Exhibit "A" in order to fully accept the City's proposal of the Lease.

Very Truly Yours,

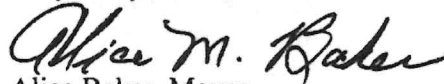

Alice Baker, Mayor

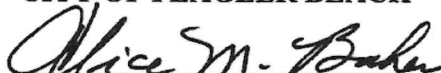
EXHIBIT "A"

Paragraph 15 (b) is amended as follows [deletions identified by ~~strike through~~]:

During the first twelve months after the Commencement Date of this Lease Tenant may, at its option, construct a deck attached to the Leased Premises not to exceed 1,600 square feet, subject to permitting and approval by Landlord of the size, location and design of the deck, which approval shall not be unreasonably withheld. Landlord shall cooperate with the Tenant in seeking necessary State approval for the deck. In the event Tenant completes construction of said deck within twelve months from the Commencement Date, subject to annual appropriations, Landlord shall reimburse Tenant's design, permitting (including necessary State approvals), labor and materials costs incurred in construction of the deck up to a maximum reimbursement from Landlord of \$50,000.00. Tenant may request the amount of time to complete said deck be extended up to an addition twelve (12) months, approval of which shall not be unreasonably withheld. The parties expressly recognize and agree that Landlord's commitment to reimburse the costs of the deck design and construction is limited to the structural elements of the deck and that Landlord shall not reimburse costs incurred to install any outdoor utilities on the deck. In the event of default by Landlord of its agreement to reimburse the costs described in this paragraph, Tenant's sole recourse shall be a credit against future rental payments due from Tenant to Landlord pursuant to this Lease. Prior to September 1, 2011, if necessary State approvals to construct the deck are not obtained, either party may terminate this Agreement with ~~thirty days~~ written notice to the other party; After September 1, 2011, neither party shall have the right to terminate this Agreement based on the inability to obtain State approvals for construction of the deck referenced herein. In the event either party exercises its right to terminate this Lease pursuant to this paragraph and Landlord subsequently obtains State approval for construction of a deck Tenant shall be reimbursed any expenses up to \$50,000 it incurred related to such State approval that was material to the State approval ultimately received.

"LANDLORD"

CITY OF FLAGLER BEACH


Alice Baker, Mayor

Date: 8-3-11

AGREEMENT FOR STORM RELATED REPAIRS TIME & MATERIALS

This agreement made this 10 day of, OCTOBER, by and between FLAGLER COUNTY (Owner) and Advanced Roofing, Inc. (ARI) for the performance of emergency storm related roof repairs to Owners property location at FLAGLER CITY HALL whereby it is agreed as follows:
FUNKY PELICAN

WHEREAS the roof on Owners property has been damaged by storm related winds and requires repair on an emergency basis;

NOW THEREFORE in consideration of the mutual covenants of each to the other and other good and valuable consideration paid in hand the sufficiency of which is hereby acknowledged it is hereby agreed as follows:

1. Unless otherwise stated in writing, Owner agrees to pay ARI on a time and materials basis, payment due when invoiced. ARI has the right, in its sole discretion, to request a deposit before commencing any work. ARI also has the right to stop work in the event Owner fails to timely pay any invoice. The rates are consistent with established rates charged by ARI through Roof Connect, an organization of roofers throughout the United States. The labor rates, material prices, based upon RoofConnect Emergency Maintenance Services Hourly Rate Schedule and Materials Price Schedule; and equipment prices, based upon the applicable National Roofing Contractors Association Equipment Cost Schedule. If permits are required, before or after the work is performed, this will be billed and paid as a separate item. Owner represents that it has the ability to pay for the repairs and that payment is not conditioned upon Owner's receipt of insurance proceeds or other financing.

Owner understands that in post storm conditions ARI's first priority is to use its best efforts to make emergency repairs to as many structures as possible and may not have the manpower, equipment or means for trash and debris removal. That responsibility will remain with Owner unless otherwise agreed in writing. However, if ARI is able to remove the roof debris at the time of the emergency repair it is authorized to do so at an additional cost to the Owner. ARI agrees to make emergency repairs and to use its best effort to temporarily repair those areas of the roof damaged by the storm. Owner acknowledges and agrees that (a) any emergency repairs performed by ARI are temporary only and (b) ARI shall not be responsible or liable for any leaks or resulting damage that occurs after the emergency repairs are performed. This acknowledgment includes roof repairs and service work as well as temporary roofs. In the case of temporary roofs, ARI will select the type of temporary roof dependent upon materials and equipment available, and generally does not include flashing, gutters or other components of a full roof system. Temporary roofs must be replaced with a permanent roof in order to properly secure the property. Emergency repairs and roofs are not guaranteed and are provided with no warranty against future leaks or property damage. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARI DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. Owner agrees that it will not hold ARI responsible for any failure of the storm repairs and shall hold ARI harmless and indemnify it against any claim for injury or damage arising from the alleged failure of storm repairs or related thereto.

3. This agreement shall be governed by the laws of the State of Florida. Should any dispute arise

between the parties hereto with regard to any of the forgoing, the proper venue for any such dispute shall be Broward County, Florida.

4. In the event either of the parties hereto is compelled to enforce any portion of this agreement hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs up to and including post judgment and appellate level proceedings.

5. ARI agrees that it will get to Owner's property as soon as it can allocate the necessary manpower and equipment, which generally should be within 30 days from the execution hereof. In the event Owner obtains the services of another roofer to do the work before ARI has mobilized to the property site this contract shall be null and void without penalty to either party. Owner acknowledges and agrees that ARI shall not be responsible or liable for any damage caused by rain or other acts of god that occur after execution of this agreement and before the emergency repairs commence.

6. There are no promises, representations or understandings outside of the terms stated in this agreement, which represents the complete agreement between the parties. Any promises, representations, or understandings made prior to the execution of this agreement are deemed merged herein. No modification of this agreement shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

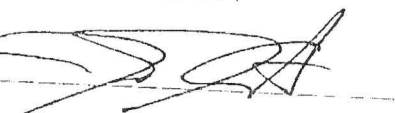
ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558, FLORIDA STATUTES, SHALL APPLY TO ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE IMPROVEMENTS PROVIDED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date above written.

ADVANCED ROOFING, INC.

By


Jason Carruth

OWNER

Authorized agent of Advanced Roofing

2

By _____

Authorized Agent of Owner

Type in full legal name of Property Owner:

All contact phone numbers:

Billing address if different than property address:

ORDINANCE 2012-12

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, the City Commission of the City of Flagler Beach approved by ordinance a Lease Agreement with Ray Barshay for the Pier Restaurant; and

WHEREAS, the City and Mr. Barshay desire to amend the Lease Agreement as set forth in Exhibit "A" hereto.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement between the City of Flagler Beach and Ray Barshay for the Pier Restaurant is amended as set forth in Exhibit "A" hereto and the Mayor is hereby authorized to execute the First Addendum to the Lease Agreement on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 9TH DAY OF AUGUST, 2012.

PASSED AND ADOPTED THIS 13TH DAY OF SEPTEMBER, 2012.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION


Linda Provencher, Mayor

ATTEST:


Penny Overstreet, City Clerk

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (the "First Addendum"), is made and entered into this 6th day of AUGUST, 2012, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

WHEREAS, the City and Tenant have entered into a Lease Agreement regarding the Pier Restaurant; and

WHEREAS, the City and Tenant desire to make this First Addendum to the Lease Agreement amending certain terms of the Lease Agreement; and

WHEREAS, specifically, by this First Addendum, the Parties intend to amend the Move-In Date of the Lease Agreement, which date represents the date upon which the Lease Term is calculated as well as the date upon which Tenant must begin paying rent to the City; and

WHEREAS, pursuant to the Lease Agreement the Move-In Date was April 29, 2012; and

WHEREAS, by this First Addendum, the Parties intend to provide for postponement of the Move-In Date to October 1, 2012 while Tenant completes necessary alterations to the Leased Premises prior to opening for business; and

WHEREAS, by this First Addendum, the Parties also intend to reduce the amount of credit for repairs, the Tenant is allowed to recoup from the City in the form of rent reductions by Five Thousand Dollars which represents waiver by Tenant of five months' worth of rent reductions provided for in the original Lease Agreement; and

WHEREAS, the City and Tenant intend for this Addendum to be attached to and become a part of the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and within the original Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (Note, deletions are identified by ~~strike through~~ and additions are identified by underline):

SECTION 1. Paragraph 4 of the Lease Agreement is amended as follows:

4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3, above, necessary to bring the Leased Premises and the structures located thereon into compliance with all

governing building codes, fire codes and other applicable regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant Repairs is estimated to exceed \$35,916, the Tenant may terminate this Lease upon written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to exceed \$100,000, the Landlord may terminate this Lease upon written notice to the Tenant. In the event Tenant completes the repairs provided for in this paragraph Tenant shall be credited the total cost of such repairs up to a maximum credit of \$20,916 \$15,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's rental payment obligations as follows:

(a) \$1,000.00 of the Advance Rent shall be applied monthly toward Tenant's rental payment obligation as a rent credit until the balance of the Advance Rent is reduced to \$9,000.00;

(b) The Advance Rent remaining after application of the credits described in (a), above, shall be applied toward Tenant's rental payment obligations and any other payments due and unpaid by Tenant to Landlord at the end of the Term of this Lease, including any extensions thereof.

SECTION 2. Paragraph 5 of the Lease Agreement is amended as Follows:

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

~~(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for~~

~~all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.~~

c) October 1, 2012.

~~Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.~~

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly

and habitually failed to fully comply with the terms and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them,

"LANDLORD"

CITY OF FLAGLER BEACH

Linda Provencher
Linda Provencher, Mayor

Date: 8/19/12

Attest:

Penny Overstreet
Penny Overstreet, City Clerk

Witness: L. S. S.
Print Name: Lisa S. S.
Witness: Jeff Harris
Print Name: Jeff HARRIS

"TENANT"

Raymond Barshay
By: Raymond Barshay
Date: 8/6/12

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 1013516

in the Court,
was published in said newspaper in the issues.....

AUGUST 31, 2012

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

.....
Cynthia Maley

Sworn to and subscribed before me

This 31ST of AUGUST

A.D. 2012

Deborah L. Keesee



DEBORAH L. KEESEE
Notary Public, State of Florida
My Comm. Expires July 15, 2013
Commission No. DD 908344

ORDINANCE 2012-16
AN ORDINANCE BY THE CITY COMMISSION OF CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 2, SECTION 17 (D), SPECIFYING THAT THE KEEPING OF POULTRY IS INCLUDED IN THE PROHIBITION AGAINST KEEPING LIVE STOCK, PROVIDING FOR CODIFICATION, SEPARABILITY AND REPEAL OF ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE 2012-17
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARINGS AND FINAL READING WILL BE HELD ON SEPTEMBER 13, 2012 AT 9:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, IN THE CITY COMMISSION CHAMBERS, 105 S. 2ND ST., FLAGLER BEACH, FL. THIS PUBLIC HEARING MAY BE CONTINUED TO A FUTURE DATE OR DATES. THE TIMES AND DATES OF ANY CONTINUANCES OF A PUBLIC HEARING SHALL BE ANNOUNCED DURING THE PUBLIC HEARING WITHOUT ANY FURTHER PUBLISHED NOTICE. THE ORDINANCES MAY BE VIEWED AT THE ABOVE LOCATION. INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 30
105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L1013516, August 31, 2012 JL

Grandview Flagler Partners, dba. Funky Pelican
215 A1A, Flagler Beach, FL 32136
386.671.1830
office@funkypelican.com



City of Flagler Beach
105 South 2nd Street
Flagler Beach, Florida 32136

Re: Exercise First Lease Extension Option

To whom it may concerns,

Per the lease agreement, "Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term." The First Addendum to Lease Agreement specifies the original Lease Term commenced on October 1, 2012 and ends after ten (10) years on September 31, 2022. Please let this written notice serve to exercise our First Option, extending the lease end date until September 31, 2027.

Best regards,

Raymond Barshay

raybar10@aol.com

386-295-8345



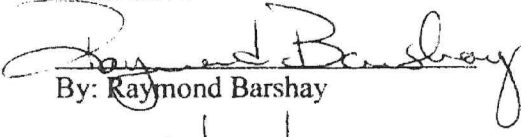
CC: City Manager
City Clerk
Building Dept.

Attest:


Penny Overstreet, City Clerk

Witness: Elizabeth E. Kania
Print Name: Elizabeth E. Kania
Witness: Kathleen Doyle
Print Name: Kathleen Doyle

"TENANT"


By: Raymond Barshay

Date: 9/30/11

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

- (a) Tenant opens the restaurant for service of customers;
- (b) Tenant is issued a certificate of occupancy; or
- (c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. **Landlord's Maintenance and Repair Obligations.** After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

- a) **Issue and Response Resolution.** Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues.** As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues.** As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations.** Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of \$5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment.** Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

- b) **Landlord's Failure to Respond.** Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the work set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.
- c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management.** In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues.** Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues.** Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~ that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement in a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

“TENANT”

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

Witness 1

Print Name of Witness 1

By: _____

Printed Name: Raymond Barshay

Its: Managing Member

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is ☐ personally known to me or ☐ produced _____ as identification and did not take an oath.

Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

“LANDLORD”

Signed, sealed and delivered in the presence of:

**THE CITY OF FLAGLER BEACH,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Patricia “Patti” King, Mayor

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is ☐ personally known to me or ☐ produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

- (a) Tenant opens the restaurant for service of customers;
- (b) Tenant is issued a certificate of occupancy; or
- (c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. **Landlord's Maintenance and Repair Obligations.** After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

- a) **Issue and Response Resolution.** Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues.** As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues.** As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations.** Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of \$5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment.** Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

- b) **Landlord's Failure to Respond.** Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the work set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.
- c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management.** In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues.** Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues.** Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~ that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement in a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

“TENANT”

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

Witness 1

Print Name of Witness 1

By: _____

Printed Name: Raymond Barshay

Its: Managing Member

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is ☐ personally known to me or ☐ produced _____ as identification and did not take an oath.

Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

“LANDLORD”

Signed, sealed and delivered in the presence of:

**THE CITY OF FLAGLER BEACH,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Patricia “Patti” King, Mayor

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is ☐ personally known to me or ☐ produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

Sales Tax Month					INCREASE IN JANUARY		
Invoice Date	Ended	Monthly Total	YTD Total	Excess \$1,000,000	3% due to the City		
3/1/2025	January 31, 2025	296,431.05	296,431.05				
4/1/2025	February 28, 2025	404,262.97	700,694.02				
5/1/2025	March 31, 2025	514,929.96	1,215,623.98	215,623.98	6,468.72	May Invoice	
6/1/2025	April 30, 2025	416,269.66	1,631,893.64	416,269.66	12,488.09	June	
7/1/2025	May 31, 2025	371,050.23	2,002,943.87	371,050.23	11,131.51	July	
8/1/2025	June 30, 2025	384,457.57	2,387,401.44	384,457.57	11,533.73	August	
9/1/2025	July 31, 2025	361,955.58	2,749,357.02	361,955.58	10,858.67	September	
10/1/2025	August 31, 2025	299,016.19	3,048,373.21	299,016.19	8,970.49	October	
11/1/2025	September 30, 2025	227,320.38	3,275,693.59	227,320.38	6,819.61	November	
12/1/2025	October 31, 2025	266,094.40	3,541,787.99	266,094.40	7,982.83	December	
1/1/2026	November 30, 2025		3,541,787.99	-	-	billed on January Invoice	
2/1/2026	December 31, 2025		3,541,787.99	-	-	billed on February Invoice	
		3,541,787.99		-			

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
4,031.80	4,152.75	124.58	2025

2024

\$ 1,000,000.00

Invoice		Sales Tax Month		Monthly Total		YTD Total	Excess \$1,000,000	3% due to the City	INCREASE IN JANUARY	
Date		Ended							Ray needs to inform us if he wants to take the next 5 year option by 3/31/23 In year 5 on (1/1/18) increase 2.5% to 3%	
3/1/2024		January 31, 2024		334,156.60		334,156.60				
4/1/2024		February 28, 2024		440,510.43		774,667.03				
5/1/2024		March 31, 2024		579,889.24		1,354,556.27	354,556.27	10,636.69	May Invoice	
6/1/2024		April 30, 2024		476,916.71		1,831,472.98	476,916.71	14,307.50	June	
7/1/2024		May 31, 2024		457,185.50		2,288,658.48	457,185.50	13,715.57	July	
8/1/2024		June 30, 2024		495,136.28		2,783,794.76	495,136.28	14,854.09	August	
9/1/2024		July 31, 2024		489,153.12		3,272,947.88	489,153.12	14,674.59	September	
10/1/2024		August 31, 2024		296,408.17		3,569,356.05	296,408.17	8,892.25	October	
11/1/2024		September 30, 2024		299,124.39		3,868,480.44	299,124.39	8,973.73	November	
12/1/2024		October 31, 2024		287,517.69		4,155,998.13	287,517.69	8,625.53	December	
1/1/2025		November 30, 2024		336,644.19		4,492,642.32	336,644.19	10,099.33	billed on January Invoice	
2/1/2025		December 31, 2024		279,424.24		4,772,066.56	279,424.24	8,382.73	billed on February Invoice	
				4,772,066.56			-			

Increase Base Rent by 3% every January 1

		Plus 3%	Sales Tax	For Year
Previous Rent	3,914.37	4,031.80	221.75	2024
		Effective 06/01	120.95	

7027

\$ 1,000,000.00

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess \$1,000,000	3% due to the City
3/1/2023	January 31, 2023	313,973.17	313,973.17		
4/1/2023	February 28, 2023	397,523.08	711,496.25		
5/1/2023	March 31, 2023	517,290.41	1,228,786.66	228,786.66	6,863.60
6/1/2023	April 30, 2023	465,088.00	1,693,874.66	465,088.00	13,952.64
7/1/2023	May 31, 2023	409,984.56	2,103,859.22	409,984.56	12,299.54
8/1/2023	June 30, 2023	432,154.55	2,536,013.77	432,154.55	12,964.64
9/1/2023	July 31, 2023	445,710.64	2,981,724.41	445,710.64	13,371.32
10/1/2023	August 31, 2023	361,349.86	3,343,074.27	361,349.86	10,840.50
11/1/2023	September 30, 2023	335,075.42	3,678,149.69	335,075.42	10,052.26
12/1/2023	October 31, 2023	353,577.61	4,031,727.30	353,577.61	10,607.33
1/1/2024	November 30, 2023	309,280.54	4,341,007.84	309,280.54	9,278.42
2/1/2024	December 31, 2023	315,517.02	4,656,524.86	315,517.02	9,465.51
		4,656,524.86		-	

INCREASE IN JANUARY
Ray needs to inform us if he wants to take the next 5 year option by 3/31/23
In year 5 on (1/1/18) increase 2.5% to 3%

May Invoice
June
July
August
September
October
November
December
billed on January Invoice
billed on February Invoice

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
3800.36	3,914.37	215.29	2023