CITY OF TITUSVILLE

COMMUNITY REDEVELOPMENT AGENCY

AGENDA

Regular Meeting

September 8, 2026 - 5:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

Any person who decides to appeal any decision of the Community Redevelopment Agency with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

1. **CALL TO ORDER**

2. **DETERMINATION OF A QUORUM**

3. **INVOCATION**

   A. **A moment of silence will be held.**

4. **PLEDGE OF ALLEGIANCE**

5. **APPROVAL OF MINUTES**

   A. **Minutes**

   Approve the minutes of the regular Community Redevelopment Agency meeting on August 11, 2026.

6. **SPECIAL RECOGNITIONS & PRESENTATIONS**

   A. **Broad Street Improvements Streetscape - Conceptual Design Presentation**

   Staff recommends the Community Redevelopment Agency (CRA) receive AECOM's presentation of the Broad Street Improvement Streetscape

Conceptual Design, provide comments and direction, and authorize the staff and AECOM to proceed with the next phase of the design based upon the CRA's direction.

## 7. OLD BUSINESS

## 8. NEW BUSINESS

### A. Community Redevelopment Agency (CRA) Grant Program

Discuss the Community Redevelopment Agency Grant Program.

### B. Commercial Beautification Grant Application - 1220 South Washington Avenue

Approve the award of a Commercial Beautification Grant in the amount of $49,381.95 to Jasmine Johnson Wells, Agent for Green Essence Global, for property located at 1220 South Washington Avenue in Titusville.

### C. Downtown Tree Replacement and Installation of Tree Grate Safety Improvements

Recommend to the City Council to approve the use of Community Redevelopment Agency safety improvement funds in the amount of $49,380 and authorize SDV Services, through the City’s continuing services contract for stormwater maintenance, to fabricate and install tree grate safety improvements and plant replacement trees within the 20 existing tree boxes.

### D. FY 2027 CRA Budget and Resolution No. 20-2026

Approve the FY 2027 budget and Resolution No. 20-2026 to transmit the budget to the City Council for adoption as part of the City's adopted budget.

## 9. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

## 10. EXECUTIVE DIRECTOR'S REPORT

### A. Executive Director's Report August 2026

The Executive Director's Report is included in the agenda packet. No action is requested.

## 11. ADJOURNMENT

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **Minutes**

**Department/Office:** City Clerk

**Recommended Action:**
Approve the minutes of the regular Community Redevelopment Agency meeting on August 11, 2026.

**Summary Explanation & Background:**

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**
1. CRA minutes 8-11-26

The Community Redevelopment Agency (CRA) of the City of Titusville, Florida met in regular session in the Council Chamber of City Hall, 555 South Washington Avenue, on Tuesday, August 11, 2026.

xxx

**Call to Order/Determination of a Quorum**

Chairperson Connors called the meeting to order at 5:30 p.m. Present were Chairperson Andrew Connors, Vice-Chairperson Herman Cole, Jr. Col USAF Retired, and Members Jo Lynn Nelson, Megan Moscoso, Dr. Sarah Stoeckel, Hannah Cairns and James Mutter. Executive Director Tom Abbate, Community Redevelopment Agency (CRA) Attorney Andriene Treasure, and Sr. Administrative Assistant Emily Campbell were also present. Sr. Administrative Assistant Emily Campbell completed the minutes of the meeting.

xxx

Pre-recorded procedures for public comment, participation, and orderly conduct were played for all individuals that were in attendance or watching the meeting.

xxx

**Invocation/Pledge of Allegiance**

Chairperson Connors asked for a moment of silence and then led the entire assembly in the *Pledge of Allegiance to the Flag*.

xxx

Chairman Connors advised that there was a new CRA Member, Hannah Cairns, who read her oath of office at the CRA meeting.

xxx

**Approval of Minutes**

The request was to approve the minutes of the regular Community Redevelopment Agency meeting on July 14, 2026.

Motion: Member Cairns moved to approve the minutes of the Community Redevelopment Agency meeting on July 14, 2026, as submitted. Vice-Chair Cole seconded the motion.

The motion carried unanimously.

xxx

**Special Recognitions and Presentations** – None.

xxx

**Old Business** – None.

xxx

**New Business**

Commercial Beautification Grant Application - 1220 South Washington Avenue – Executive Director Abbate advised the request was to approve the award of a Commercial Beautification Grant in the amount of $49,381.95 to Jasmine Johnson Wells, Agent for Green Essence Global, for property located at 1220 South Washington Avenue in Titusville.

The application was for a Commercial Beautification Grant from Jasmine Johnson Wells, Agent for Green Essence Global, LLC to assist in the renovation of the building located at 1220 South Washington Avenue in the Downtown Community Redevelopment Area (CRA). The applicant was proposing to renovate the building into a medical marijuana dispensing facility.

Community Development Director Brad Parrish stated that this project was located at 1220 South Washington Avenue within the Midtown Sub-district of the Community Redevelopment District. Jasmine Johnson Wells was applying to activate this commercial property as a medical marijuana dispensing facility. The proposed exterior improvements include general repairs, landscaping, sidewalk and curb repairs, irrigation system, exterior lighting upgrades, new signage, adding a security system, and parking lot improvements with ADA-compliant access improvements. All of these items were eligible expenses in the Commercial Beautification Facade Improvement Program. The total cost of the low bid for these improvements was $98,763.90. The total amount of the reimbursement grant was 50% of the total, which was $49,381.95. Funds were available in the CRA Building Grants FY2026 budget to cover the grant amount.

Upon completion, this renovation would transform a currently vacant historic building into active retail space, which was expected to generate business activity, job opportunities, and increased tax revenues. This reinvestment would contribute to the vibrancy and economic vitality of the Downtown CRA district.

Community Development Director Brad Parrish stated that staff reviewed the request for compliance with the grant criteria and determined that it was consistent with the applicable procedures and recommended approval.

Member Moscoso expressed concerns regarding the proposed security measures, stating that she believed the security needed extended beyond the scope of the Beautification Grant because the type of business required additional security. She also questioned the reference to indoor security in the application and whether the grant could be used to fund indoor security.

Community Development Director Brad Parrish clarified that the grant did not cover indoor security and stated that the eligible security components were limited to exterior installations.

Member Moscoso stated that the application also included pressure washing and questioned whether this was an expense that was typically approved under the grant, stating that she considered pressure washing as maintenance not beatification.

Community Development Director Brad Parrish reviewed the eligible expenses and stated that certain items could require pressure washing as preparatory work before other improvements were completed.

Member Stoeckel stated that, in the past, the Community Redevelopment Agency (CRA) had denied a grant request for termite treatment because it was considered routine maintenance. Member Stoeckel stated that she was cautious about approving expenses that were specific to an individual business.

Member Nelson expressed concerns regarding the proposed security expenses, stating that they were not specifically covered under the grant criteria. She also stated that, given the City's current budget constraints, she was reluctant to include those expenses in the grant.

Vice-Chair Cole stated that the business was located in a central area of the City and inquired about the condition and appearance of the building’s façade.

Community Development Director Brad Parrish stated that the grant program was not structured to require the Community Redevelopment Agency (CRA) to provide final approval.

The applicant, Jasmine Johnson Wells, stated that her company, Gud Essance, differed from other medical marijuana businesses. She noted that her degree and professional background in hospitality were reflected in the business and stated that the company’s mission focused on education, relaxation, and restoring balance. Ms. Johnson Wells clarified that the pressure washing was intended to prepare the parking lot for striping.

Stan Johnston stated that the former Mayor Jim Tulley questioned if the City of Titusville should support businesses with money because it was questionable. Mr. Johnston stated the CRA was questioning this item and asked them to do the same with the items he brought forward for discussion.

Motion: Member Nelson moved to approve the award of a Commercial Beautification Grant in the amount of $49,381.95 to Jasmine Johnson Wells, Agent for Green Essence Global for property located at 1220 South Washington Avenue in Titusville, as recommended. Vice-Chair Cole seconded the motion. The roll call vote was as follows:

Discussion: Member Cairns stated that she supported approving a portion of the grant but did not support approving the full grant amount.

| | |
|---|---|
| Member Cairns | No |
| Member Moscoso | No |
| Member Nelson | Yes |
| Chairman Connors | No |
| Vice-Chair Cole | Yes |
| Member Mutter | No |
| Member Stoeckel | No |

The motion to approve failed 2-5; therefore, this item was denied.

xxx

Member Cairns stated that she supported funding improvements that would beautify the exterior of the property but did not support using grant funds for cameras or security.

Chairperson Connors stated that he did not support funding permits, engineering seals, or renderings. He stated that he supported funding construction costs but not design work, engineering services, or permits.

Community Development Director Brad Parrish clarified that design work was an eligible expense under the Beautification Grant; however, permit costs were not eligible.

Member Nelson suggested approving the request and directing staff to remove the permit costs, while allowing the remaining expenses because they were eligible under the Beautification Grant.

Chairperson Connors suggested that the engineering renderings also be removed from the request.

Member Stoeckel stated that the intent of the Community Redevelopment Agency (CRA) grant funds were to revitalize and improve the appearance of downtown Titusville. She suggested that the CRA review the grant process.

Member Moscoso suggested that the applicant and staff review the grant application that was submitted.

Chairperson Connors suggested that the Community Redevelopment Agency review the CRA grant application process and guidelines and discuss the types of improvements the CRA wanted to incentivize.

xxx

**Petitions and Request from the Public Present**

Stan Johnston discussed the Crosley Green case and stated that it went to the supreme court but was denied. He offered a prayer for Crosley Green and stated that he had been imprisoned, but he believed he was innocent. Mr. Johnston also discussed an email that he sent to City staff regarding sewage spills and dams in the City of Titusville, etc.

xxx

Toni Shifalo stated that she spent a week in historic Cocoa Village representing the Historic Preservation Board at the annual Preservation on Main Street event. She noted that she attended several Main Street events and expressed her enthusiasm for the upcoming launch of the Mainstreet Titusville Program. Ms. Shifalo stated that Florida had one of the nation's best collections of mid-century modern architecture and that Florida's modernist architecture reflected a spirit of experimentation, creativity, and a deep understanding of place.

xxx

Edwin Wells, President of Gud Essance, the applicant for the Commercial Beautification Grant at 1220 South Washington Avenue previously discussed, clarified that the denial was based primarily on concerns regarding the current grant framework and whether the framework should be revised, rather than the applicant's failure to comply with the grant requirements.

xxx

**Executive Directors Report**

Executive Director Abbate submitted his written report and advised that all items were informational only.

xxx

With no further business to discuss, the meeting adjourned at 6:17 p.m.

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **Broad Street Improvements Streetscape - Conceptual Design Presentation**

**Department/Office:** Community Development

**Recommended Action:**

Staff recommends the Community Redevelopment Agency (CRA) receive AECOM's presentation of the Broad Street Improvement Streetscape Conceptual Design, provide comments and direction, and authorize the staff and AECOM to proceed with the next phase of the design based upon the CRA's direction.

**Summary Explanation & Background:**

The Broad Street Improvements Streetscape Project is a priority redevelopment initiative identified in the City of Titusville's 2022 Community Redevelopment Plan. Broad Street is located within the Downtown sub-district of the Community Redevelopment Area and extends east-west from Veterans Memorial Park and the Indian River waterfront to the Florida East Coast (FEC) Railway. The corridor serves as an important connection between the waterfront, downtown businesses, public spaces, and potential redevelopment sites.

The 2022 CRA Plan specifically identifies the Broad Street Curbless Streetscape as a proposed capital project intended to support planned and programmed redevelopment, reinforce CRA branding and marketing, strengthen connections, and encourage additional housing and private investment. The Plan envisions Broad Street as a flexible public space that can accommodate normal vehicular activity while also supporting community events and other downtown activities. Proposed improvements identified in the Plan include a curbless street design, continuous pedestrian promenades, pedestrian-scale lighting, angled on-street parking, landscaping, and streetside amenities.

Broad Street is particularly significant to the long-term redevelopment of Downtown Titusville because seven of the eight Opportunity Sites identified in the 2022 CRA Plan are located along the Broad Street corridor. Improvements to the public realm are therefore intended not only to enhance the appearance and functionality of the street, but also to serve as a catalyst for redevelopment, business investment, residential development, and increased activity within the downtown.

On August 12, 2025, the CRA Board unanimously approved moving forward with the Broad Street Improvements concept, establishing the Board's direction to advance the project. Following this action, staff continued coordinating the necessary funding and professional design services to further develop the project. Funding for the Broad Street project was incorporated into the CRA Capital Improvement Program, and during Fiscal Year 2025, staff began advancing the project from the planning stage toward design and implementation.

In September 2025, additional CRA funding was reallocated to the Broad Street project to support its continued advancement. Staff subsequently worked with the City's continuing engineering consultant, AECOM, to develop a scope of services for professional design and engineering of the Broad Street Streetscape Project. On January 13, 2026, the City Council approved Continuing Consultant Contract CO23Q006, Task Order No. 9 with AECOM in the amount of $440,825 for consulting and design services for the Broad Street Streetscape Project. The approved scope provided for advancement of the project through conceptual and subsequent design phases and associated professional services.

AECOM and City staff conducted the project kickoff meeting on February 23, 2026, initiating the formal design process. Since that time, staff and the consultant team have participated in regular project coordination meetings to evaluate design alternatives, existing conditions, pedestrian and vehicular traffic, parking, landscaping, lighting, stormwater considerations, event functionality, and other streetscape elements.

Public and stakeholder engagement has been an important component of the design process. On March 19, 2026, the CRA hosted a community engagement meeting at the United Methodist Church to introduce the project, present preliminary visioning materials, and receive input from residents, downtown stakeholders, business owners, and other interested parties. Participants were provided an opportunity to review project concepts and provide feedback regarding the future character and functionality of Broad Street.

Throughout April 2026, staff continued the public engagement process by displaying the Broad Street conceptual design and visioning boards in the City Hall lobby. The display provided an additional opportunity for residents, business owners, and other stakeholders to review the concepts at their convenience and provide feedback. Red and green stickers were provided for participants to identify design elements they liked or disliked, along with an opportunity to submit written comments. The feedback received through this interactive process provided additional community input for consideration as the conceptual design continued to be developed and refined.

AECOM continued to develop and refine the conceptual design based on technical analysis, coordination with City staff, and stakeholder input. Elements evaluated throughout the design process include pedestrian promenades, a curbless/shared-street configuration, angled parking, pedestrian-scale lighting, street trees and landscaping,

wayfinding, flexible event space, Low Impact Development (LID) stormwater features, and opportunities for electric vehicle charging.

On July 20, 2026, an additional stakeholder meeting was held to present the evolving conceptual design and provide another opportunity for community input. Feedback received through this continued engagement has assisted AECOM and City staff in refining the concept in preparation for presentation to the CRA Board and City Council.

At the September 8, 2026 meeting, representatives from AECOM will present the Broad Street Improvements Streetscape conceptual design to the CRA Board. As part of the City's continued public outreach efforts, staff mailed notices to adjacent property owners informing them of the September 8, 2026 presentation and inviting them to attend, review the conceptual design, and provide input. This presentation represents a significant project milestone and will provide the CRA Board with an opportunity to review the proposed design, discuss key streetscape elements, consider stakeholder input, and provide direction prior to advancement into the next phase of design.

The Broad Street Improvements Project represents a significant long-term investment in Downtown Titusville intended to enhance walkability, connectivity, and the overall downtown experience. The project is designed to strengthen the area's sense of place, support existing businesses, encourage private investment and future redevelopment, and create a flexible public space that can accommodate everyday activity, community events, and continued economic growth.

**Alternatives:**
As the Board Desires

**Item Budgeted:**
Yes

**Source/Use of Funds/Budget Book Page:**
104-5555-515.65-00  CR2603

**Strategic Plan:**
City of Titusville FY2026 Strategic Goals & Objectives

| Strategic Goal | Objective Reference | Alignment with Broad Street Improvements |
|---|---|---|
| Goal 1: Quality of Life | 1.b – Enhance physical appearance | The streetscape improvements will enhance the appearance of Downtown through landscaping, pedestrian-scale lighting, expanded pedestrian areas, streetscape amenities, and coordinated design. |
| Goal 1: Quality of | 1.f – Encourage a | The project creates a more attractive, walkable, |

| | | |
|---|---|---|
| Life | vibrant downtown | and active downtown environment while providing flexible space for businesses, residents, visitors, festivals, and community events. |
| Goal 2: Efficient & Effective Services | 2.b – Continue partnerships | Development of the project includes coordination among the CRA, City departments, AECOM, downtown businesses, property owners, residents, and other stakeholders. |
| Goal 4: Economic Development | 4.c – Continue redevelopment efforts | Broad Street is a priority CRA redevelopment project intended to leverage public investment to encourage redevelopment and private investment within Downtown Titusville. |
| Goal 4: Economic Development | 4 – Implement well-planned growth | The project coordinates transportation, pedestrian circulation, parking, landscaping, stormwater, public spaces, and future redevelopment opportunities through a comprehensive streetscape design. |
| Goal 4: Economic Development | 4 – Encourage managed growth | Public infrastructure and streetscape improvements are intended to support responsible redevelopment and increased economic activity within the existing downtown. |
| Goal 6: Community Design | 6.a – Improve community design | The project establishes a cohesive streetscape and stronger sense of place through coordinated landscaping, lighting, wayfinding, pedestrian amenities, and public-space design. |

2022 Adopted CRA Plan

In addition, the project directly advances goals, policies, and redevelopment strategies established in the adopted 2022 CRA Plan, including:

| Goal / Policy / Strategy | Description & Broad Street Project Alignment |
|---|---|
| Goal 4.1 – Increase private sector investment, small business development, and economic activity within the CRA | Public investment in Broad Street is intended to serve as a catalyst for private redevelopment, business investment, residential development, and increased downtown activity. |
| Objective 4.1.1 – Increase utilization of undeveloped and underutilized parcels | Broad Street is particularly significant because seven of the eight Opportunity Sites identified in the CRA Plan are located along the corridor. Streetscape investment supports the future redevelopment of these sites. |
| Goal 5.1 – Create safe and accessible public spaces within the CRA | The project improves pedestrian circulation, accessibility, lighting, public spaces, and connectivity within Downtown Titusville. |
| Goal 1.2 – Collaborate with agencies and groups to foster redevelopment | The conceptual design process includes coordination among the CRA, City staff, AECOM, downtown stakeholders, property owners, businesses, residents, |

| | |
|---|---|
| | and the community. |
| Redevelopment Strategy – Support Planned and Programmed Redevelopment in the CRA | The Broad Street Curbless Streetscape is specifically identified as a proposed capital project in the 2022 CRA Plan and represents implementation of the CRA's adopted redevelopment vision. |
| Redevelopment Strategy – Reinforce CRA Branding and Marketing | Coordinated streetscape design, landscaping, lighting, wayfinding, and public amenities will strengthen Downtown Titusville's identity and sense of place. |
| Redevelopment Strategy – Improve Connections | The project strengthens pedestrian and multimodal connections between the waterfront, Veterans Memorial Park, downtown businesses, residential areas, public spaces, and future redevelopment sites. |
| Redevelopment Strategy – Encourage Additional Housing | Improvements along Broad Street support redevelopment of identified Opportunity Sites and create an environment conducive to additional residential and mixed-use development downtown. |
| Broad Street Curbless Streetscape – Proposed Capital Project | Implements the CRA Plan's vision for a flexible, pedestrian-oriented Broad Street incorporating expanded sidewalks, angled parking, pedestrian lighting, landscaping, and space capable of accommodating festivals and special events. |
| CRA Vision – Traditional Town Center and Sense of Place | The project reinforces Downtown Titusville as a walkable, attractive, active traditional town center and establishes Broad Street as a signature downtown destination. |

**Strategic Plan Impact:**

The Broad Street Improvements Streetscape Project advances the City of Titusville’s FY2026 Strategic Goals and Objectives by enhancing the physical appearance and vibrancy of Downtown, improving community design and pedestrian connectivity, and supporting continued redevelopment and economic development efforts. The project represents a significant public investment intended to catalyze private investment, support existing and future businesses, encourage residential and mixed-use development, and create a more attractive, accessible, and active downtown environment. This project is positioned to serve as a catalyst for long-term redevelopment and economic activity within Downtown Titusville.

**ATTACHMENTS:**

1. Broad_Street_Concept_Design_20260709 R1 (1)

# BROAD STREET

## Final Concept Package

**July 9, 2026**

**City of Titusville** | Design Services for Broad Street

# Agenda


| | |
|---|---|
| 3 | VISION STATEMENT |
| 4 | CLIENT FEEDBACK |
| 5 | PROJECT BOUNDARIES |
| 6 | ILLUSTRATIVE |
| 7-9 | BLOCK 01 - LEMON AVE TO PALM AVE |
| 10-12 | BLOCK 02 - PALM AVE TO HOPKINS AVE |
| 13-15 | BLOCK 03 - HOPKINS AVE TO WASHINGTON AVE |
| 16-22 | BLOCK 04 - WASHINGTON AVE TO INDIAN RIVER AVE |
| 23-27 | BLOCK 05 - INDIAN RIVER AVE TO PARK |
| 28 | HARDSCAPE PALETTE |
| 29 | LANDSCAPE PALETTE |
| 30 | SITE FURNISHING PALETTE |
| 31 | LIGHTING & ELECTRICAL |
| 32 | QUESTIONS & DISCUSSION |




The transformation of Broad Street into a vibrant festival street will create a welcoming, flexible, and community-centered destination that serves as the heart of Titusville. The reimagined corridor will be beautified while providing safe, accessible, and adaptable spaces for residents and visitors alike. The revitalized streetscape will support a wide variety of gatherings, fostering a strong sense of place, civic pride, and economic vitality. By balancing functionality, safety, and aesthetics, Broad Street will become a dynamic public realm that celebrates the community's identity and encourages year-round activity.



## Broad Street Staff Comments 6/11/26

Preferred Design Concept 3

**Electrical/Lighting**
- Surveillance (cameras) at the Electric Vehicle Bank*
- Infrastructure for future cameras throughout*
- Use care to prevent planting trees to close to light poles
- Pedestrian scale lighting
- Ability to dim pedestrian scale lighting or change light colors – specifically changing to red for dark sky and moon parties by the American Space Museum*
- Electric outlets for use located in the 2 blocks to the east (stage area)*
- Bury power lines*

**Landscape**
Diversity of vegetation – salt tolerant and drought tolerant
Pollinator garden – variety

**Safety**
- RRFB's (flashing lights for pedestrians) on Broad Street for Washington and Hopkins for safety (include Indian River Ave)?*
- Sidewalk to condos – safety is problematic
- Increase connectivity from Broad Street/Festival Street to Veteran's park and Gemini Park (crosswalks) – there are currently no crosswalks across Indian River Blvd.
- Loading zone signage at Veteran's Park – to reduce people from parking there for extended times*
- Utilize removable bollards

**Signage**
- Wayfinding signage throughout*
- Celebrated entry to Broad Street/Festival Street – (signage, wayfinding, branding)*

**Site Furnishings**
- Utilize planter seat walls
- Recommend benches with center arm rest to encourage seating
- Cover any utility boxes with graffiti resistant public art*

* Indicates item not included in AECOM Scope of Work

## Questions:

1. – Do you want the lights to have the ability to change color on the entirety of Broad Street? Or some other distance like from the park to Washington Ave?

Client Response: From the park to Washington Avenue

2. Regarding the Stage Area – Do you want permanent lighting (lights pointed at the stage), or poles with speakers permanently fixed at the stage?
Or will anything stage related be day of?

Client Response: Yes to permanent lighting / speakers.

3. Regarding signage and branding – does that need to adhere to any existing style guides? Or can it have a new look just for Broad Street?

Client response: waiting for confirmation as of 7/6

4. What level of EV Car Charging capabilities are required?

5. Any feedback on site furnishing quantity?

# Project Boundaries




N.T.S.

# Illustrative




SCALE: 1″ = 60′

0 60

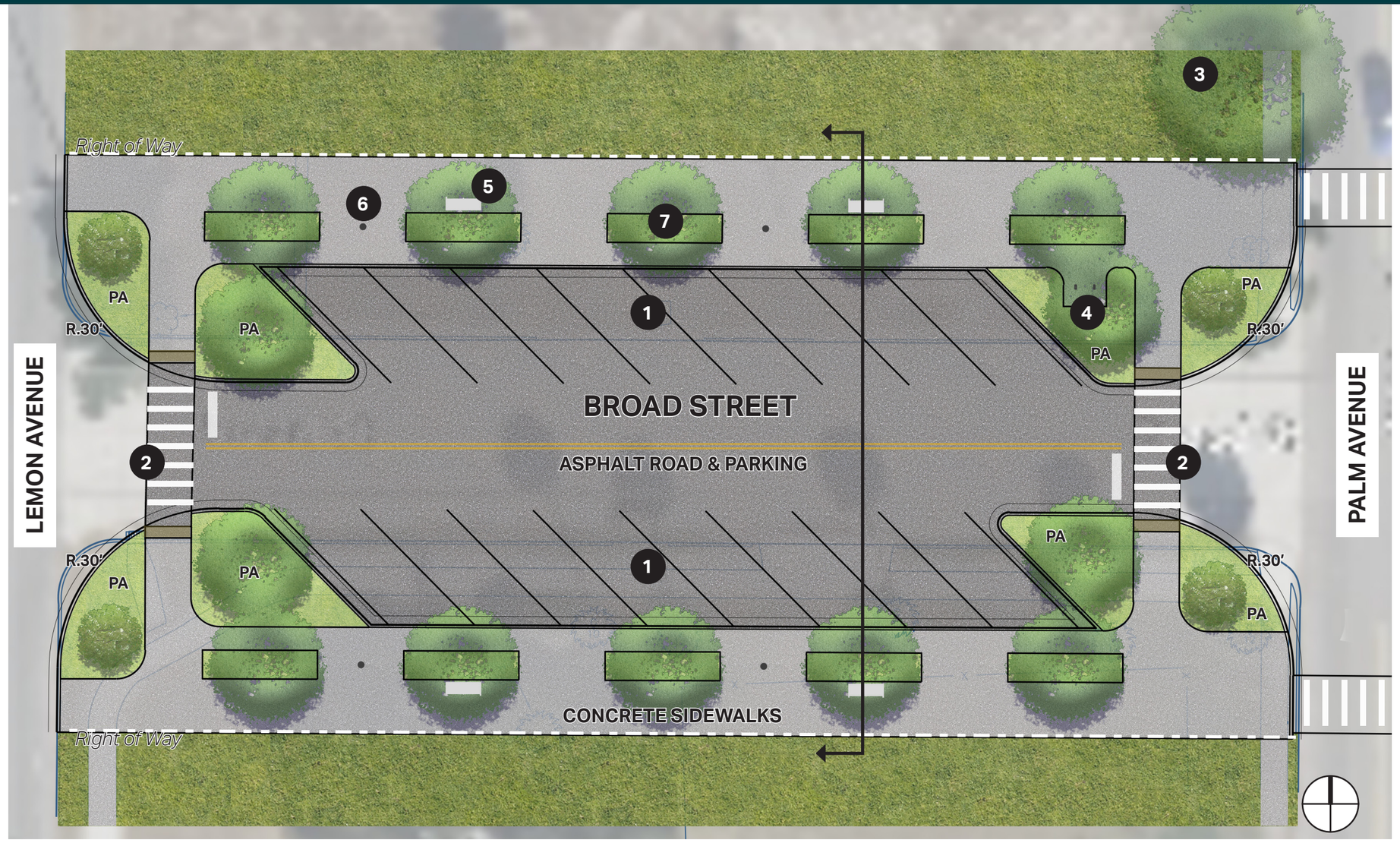
## LEGEND

1. 45° Angled Parking
2. Pedestrian Crosswalk
3. Existing Tree
4. Bike Racks
5. Bench, Typ.
6. Light Pole, Typ.
7. Canopy Tree 35' OC, Typ.

Planter Area = PA

NOTES:

- Parking increased from **0** to **16**




SCALE: 1" = 20'

0 20



# **Aerial** - Palm Ave. to Hopkins Ave.

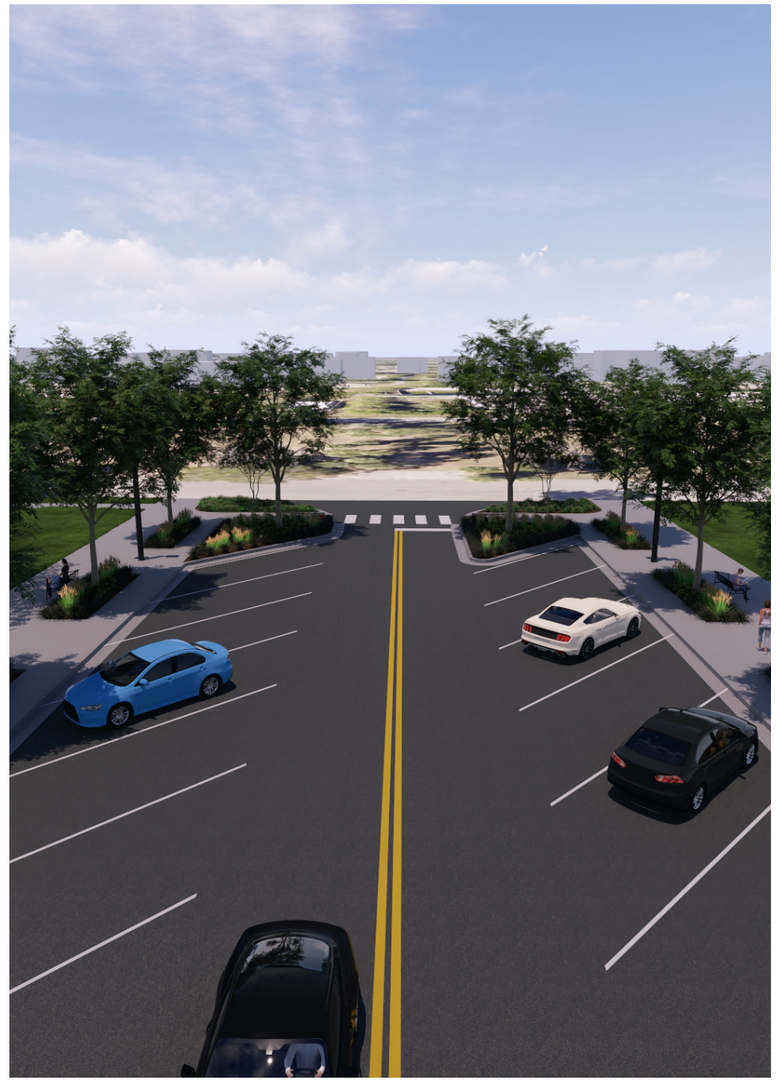


# Conceptual Streetscape Perspectives

The proposed transformation of the corridor into a greener, more pedestrian-oriented streetscape. Street trees, layered planting, and expanded pedestrian amenities work together to soften the parking environment, improve comfort, and create an attractive arrival experience for visitors.



**1. Pedestrian View**



**2. Parking**

# **Site Plan** - Palm Ave. to Hopkins Ave.

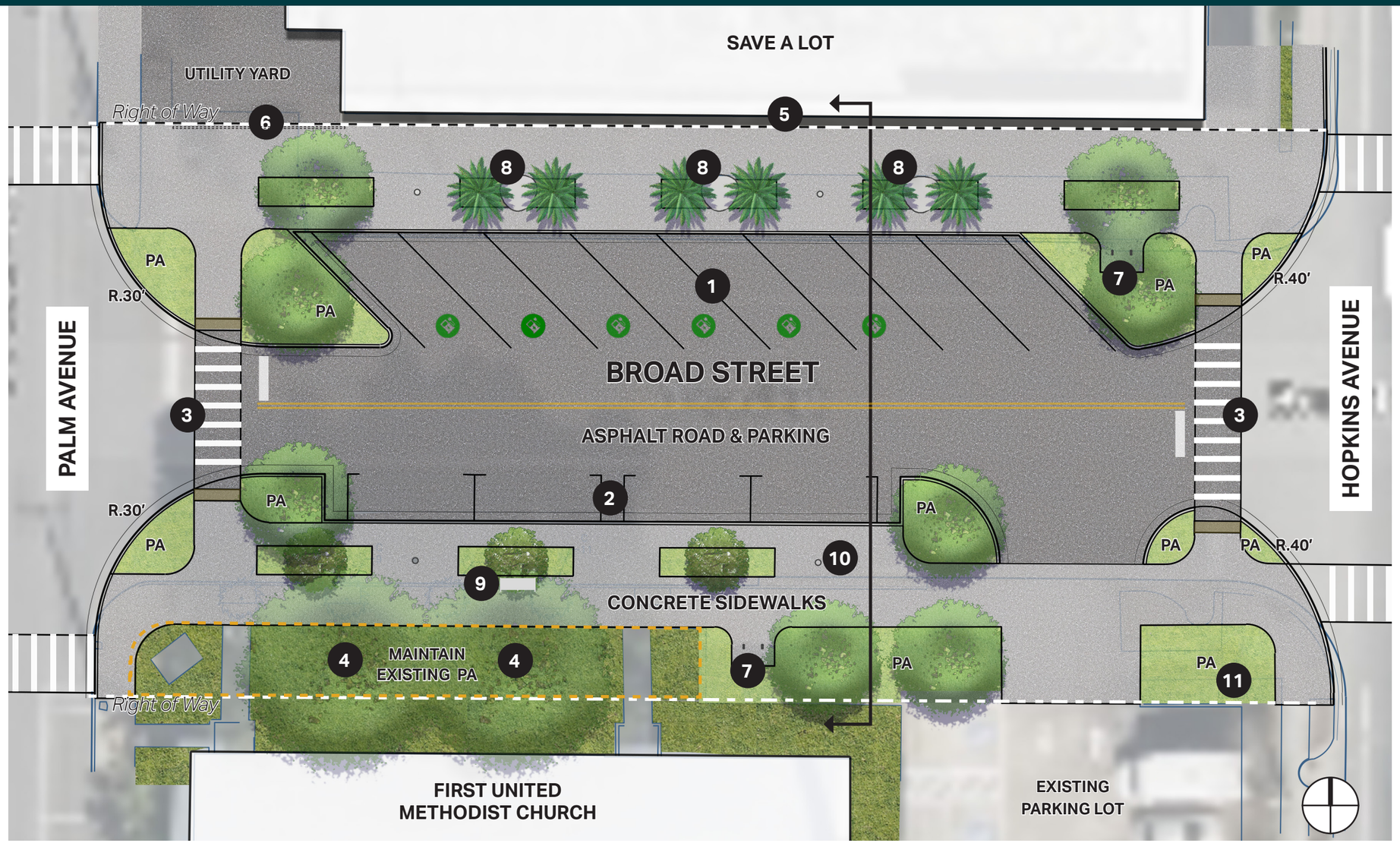
## LEGEND

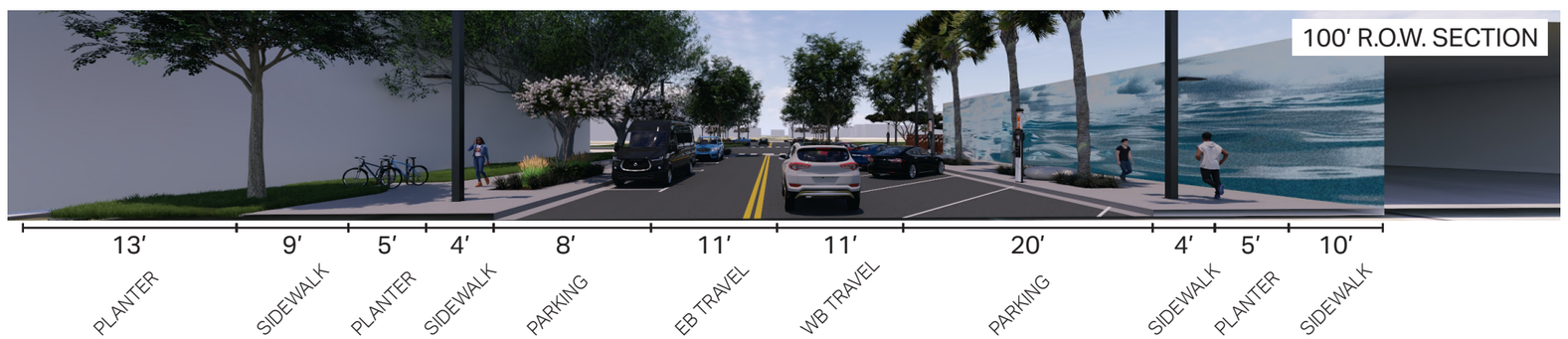
1. 45° Angled Parking
2. Parallel Parking
3. Pedestrian Crosswalk
4. Existing Tree
5. Public Art on Save A Lot Building Exterior
6. Utility Yard Screening
7. Bike Racks
8. Stone Seating in Planter
9. Bench, Typ.
10. Light Pole, Typ.
11. Incorporate Existing Church Sign in Planter

Planter Area = PA

NOTES:

- Parking increased from **8** to **12**
- 6 EV Parking

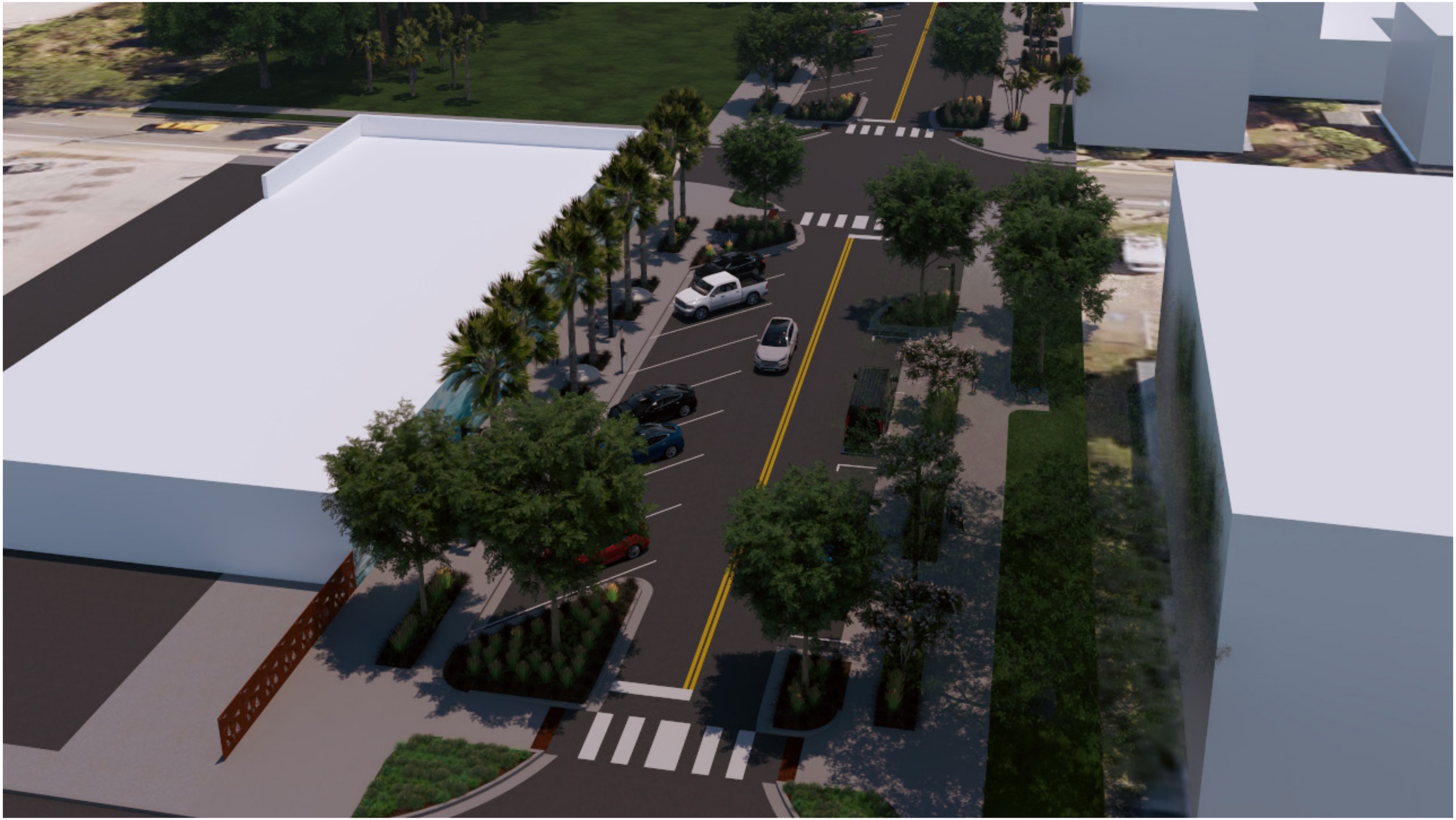



SCALE: 1" = 20'

0 20

# **Aerial** - Palm Ave. to Hopkins Ave.



# Conceptual Streetscape Perspectives

Improvements include upgraded sidewalks, decorative pedestrian lighting, new shade and palm trees, landscaped planting areas, and integrated electric vehicle charging stations to support evolving transportation needs. The enhanced landscape softens the parking areas, improves the pedestrian experience, and provides a more comfortable and attractive environment for visitors.



**1. Sidewalk on the south side of Broad Street**



**2. Utility yard screen**



**3. Sidewalk along Save A Lot**

# **Site Plan** - Hopkins Ave. to Washington Ave.

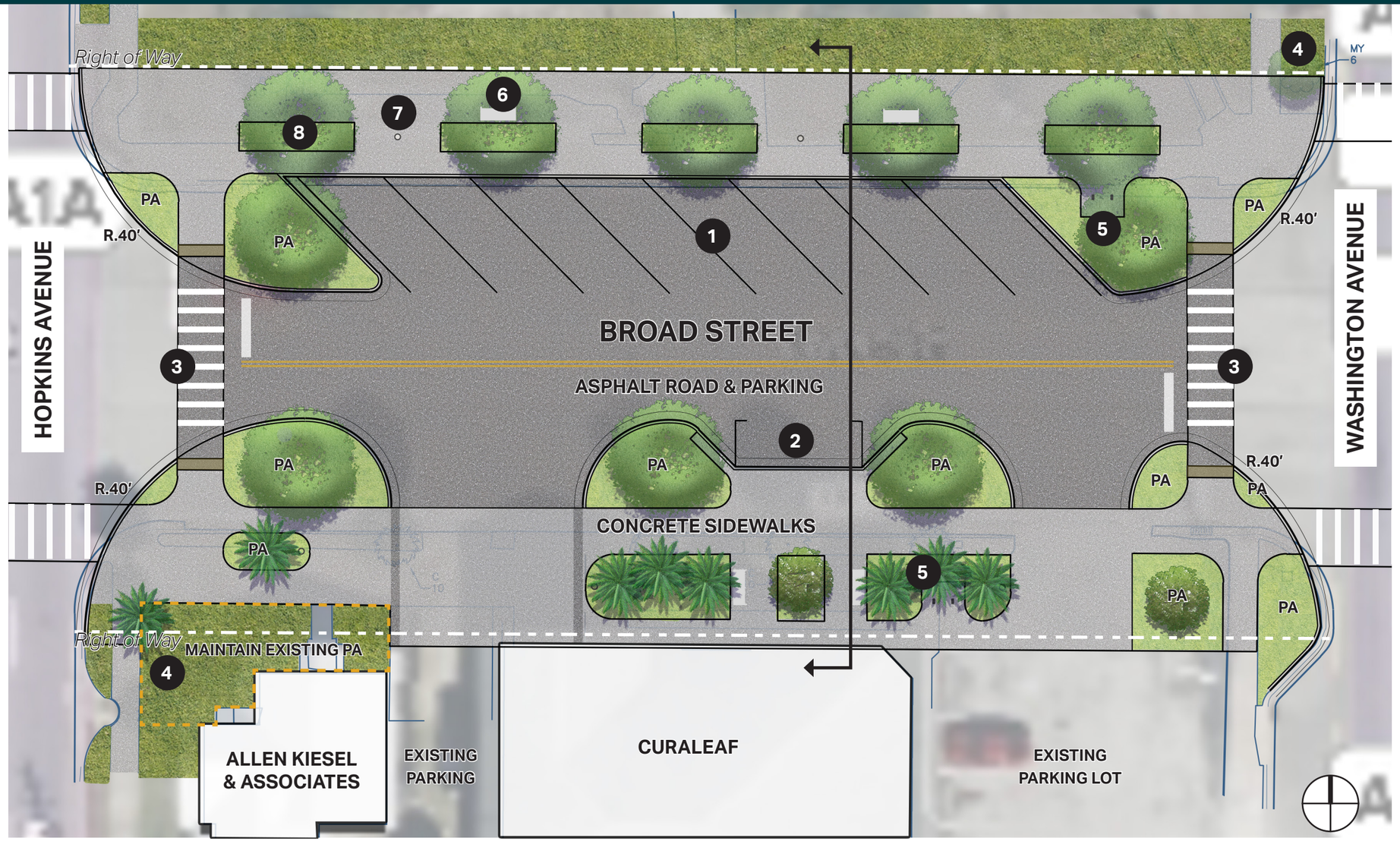
## LEGEND

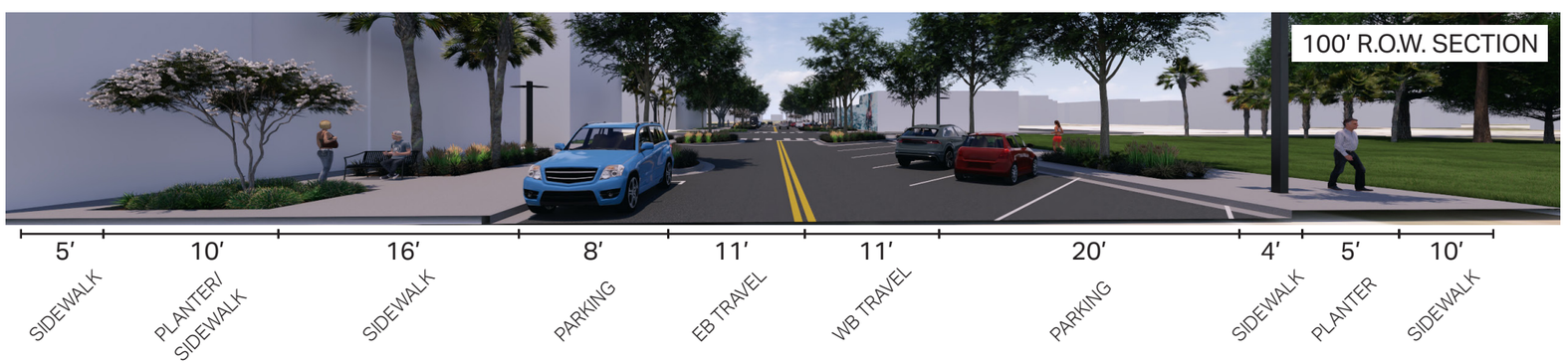
1. 45° Angled Parking
2. Parallel Parking
3. Pedestrian Crosswalk
4. Existing Tree
5. Bike Racks
6. Bench, Typ.
7. Light Pole, Typ.
8. Canopy Tree 35' OC, Typ.

Planter Area = PA

NOTES:

- Parking increased from **4** **to** **9**



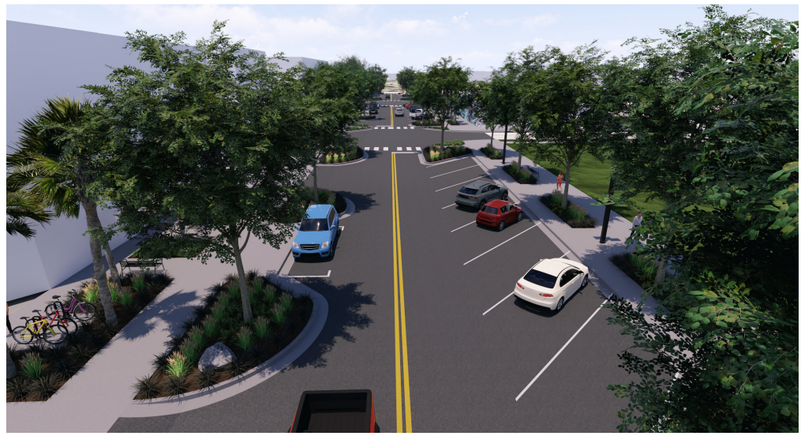

SCALE: 1" = 20'

0 20



# Conceptual Streetscape Perspectives

Widened pedestrian walkways, enhanced lighting, new canopy and palm trees and landscaped planting beds. These improvements create a more inviting streetscape by increasing shade, enhancing the visual character of the site, and making the parking areas more pedestrian-friendly and comfortable for visitors.



**1. Aerial view looking West**

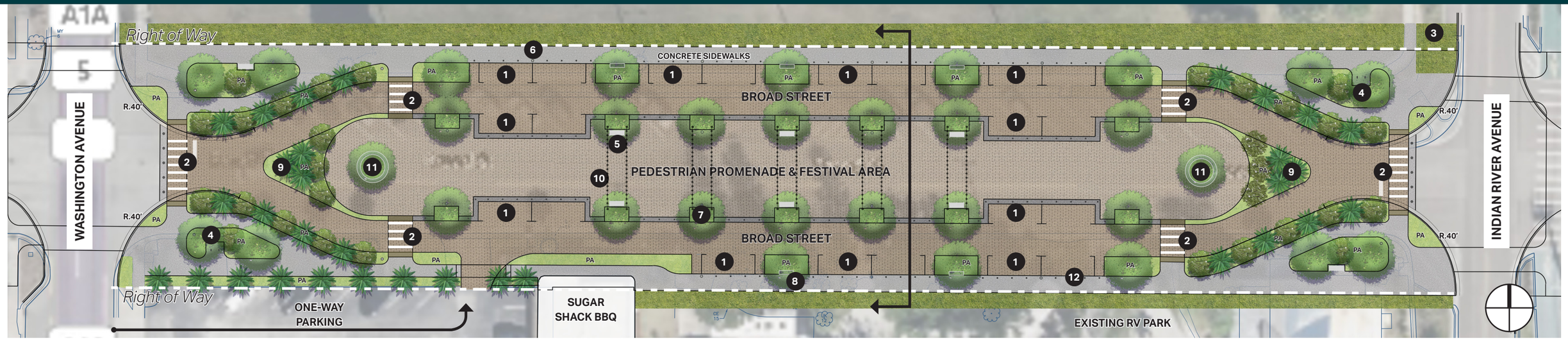


**2. Area in front of Curaleaf**



**3. Pedestrian View**

# **Site Plan** - Washington Ave. to Indian River Ave.




SCALE: 1" = 40'

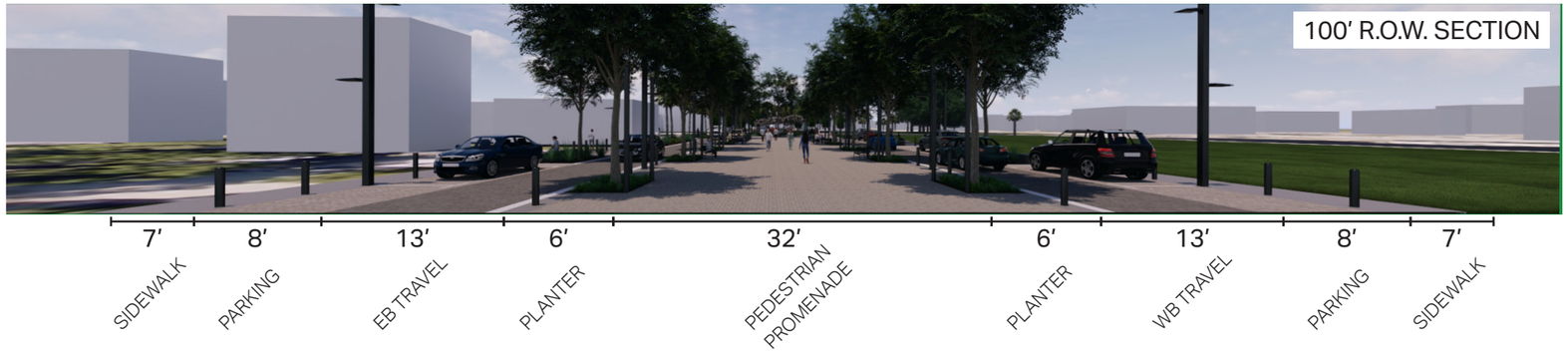
0 40

## LEGEND

1. Parallel Parking
2. Pedestrian Crosswalk
3. Existing Planter
4. Bike Racks
5. Bench, Typ.
6. Light Pole, Typ.
7. Canopy Tree 35' OC, Typ.
8. Seatwall Bench, Typ.
9. Branded Signage
10. Festoon Lighting, Typ.
11. Planter Seatwall
12. Bollards, Typ.

NOTES:

- Parking *decreased* from **27** to **21**




### Everyday Configuration



### Festival Configuration



AECOM

# **Festival Site Plan** - Washington Ave. to Indian River Ave.







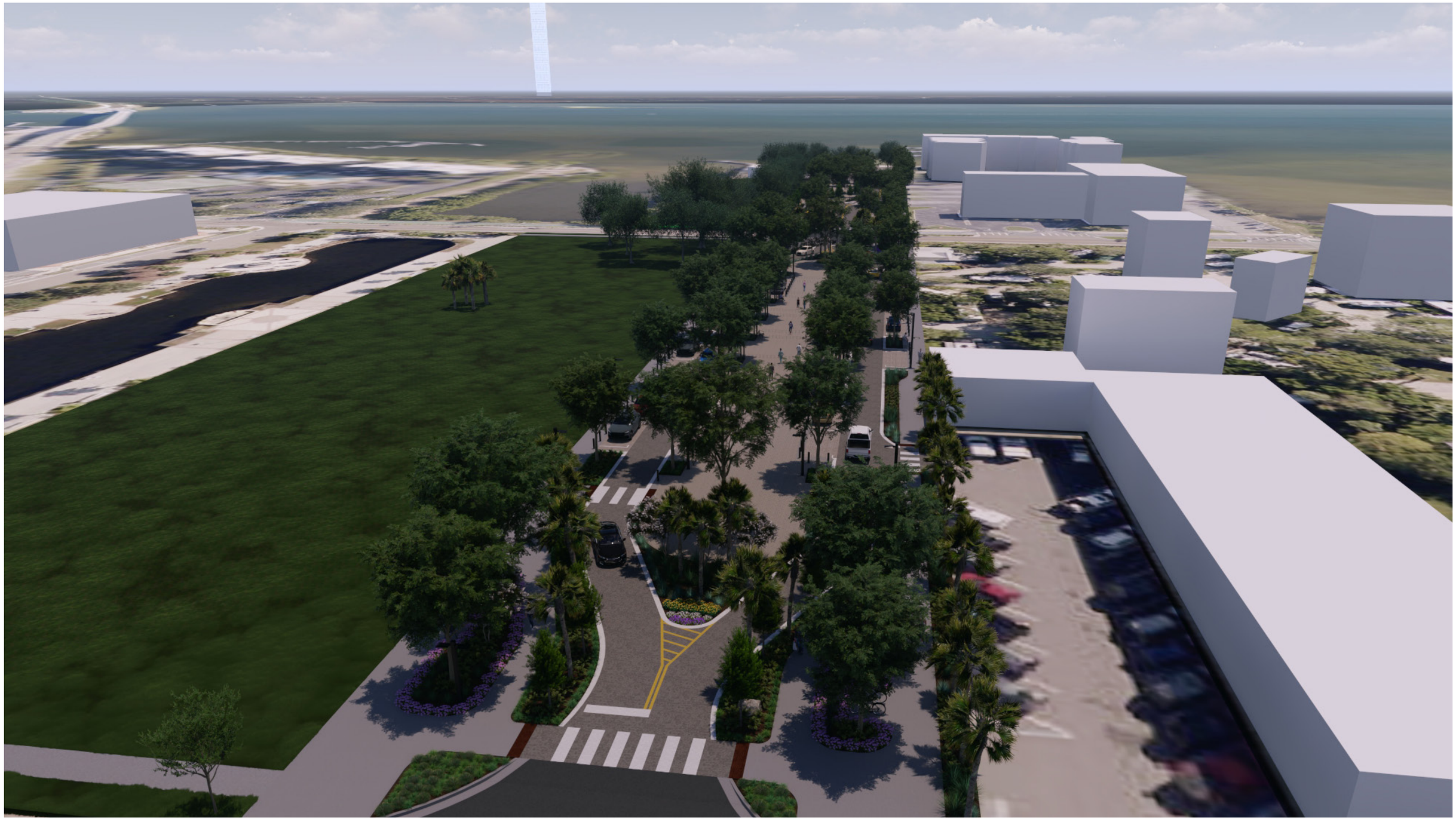
SCALE: 1" = 40'

0 40

## LEGEND

- 10'X10' TENT
- FOOD TRUCK
- TEMPORARY TRAFFIC BARRICADE

# **Aerial** - Washington Ave. to Indian River Ave.



# Conceptual Streetscape Perspectives

A flexible festival street is designed as a civic corridor that can transform between everyday use and event space. At its center, a wide pedestrian promenade serves as a primary public realm spine, framed by active edges and flexible hardscape zones. During normal conditions, the street supports slow-speed circulation, outdoor dining, and daily pedestrian movement. For programmed events, the interior promenade expands to accommodate markets, performances, and seasonal festivals while vehicular access is restricted or rerouted. The result is a highly adaptable urban space that shifts seamlessly between neighborhood street and destination gathering place.



**1. Pedestrian view looking east**



**2. Vendors set up on Promenade**



**3. Flush Street Conditions**



**1. Vendors set up on Promenade**



**2. Gathering Space**



**3. Flush Street**

# Examples of Pedestrian Promenades




1. Sarasota, FL - John Ringling Causeway



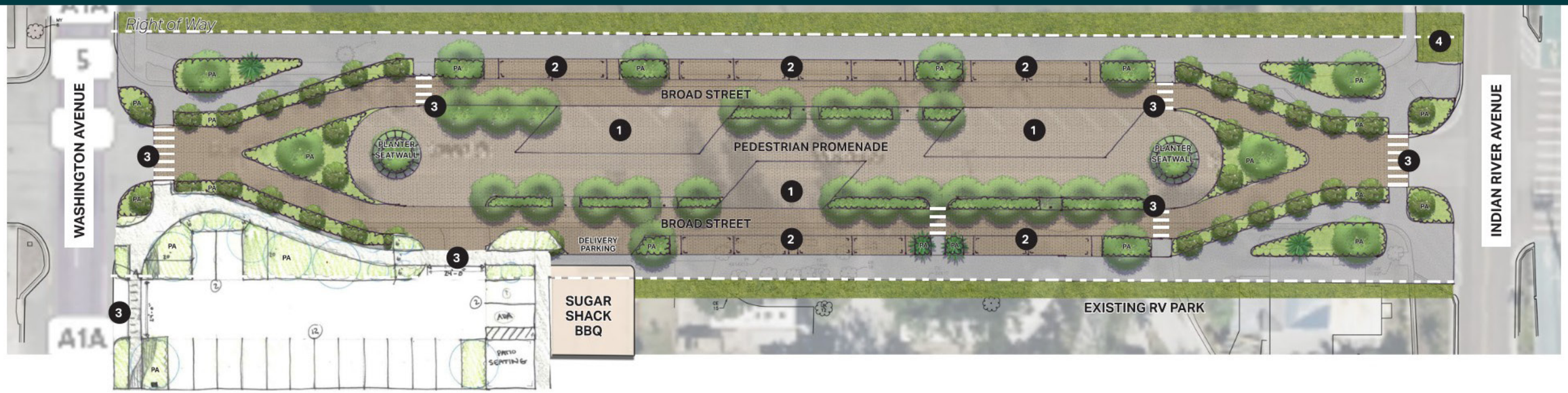
2. Sarasota, FL - John Ringling Causeway

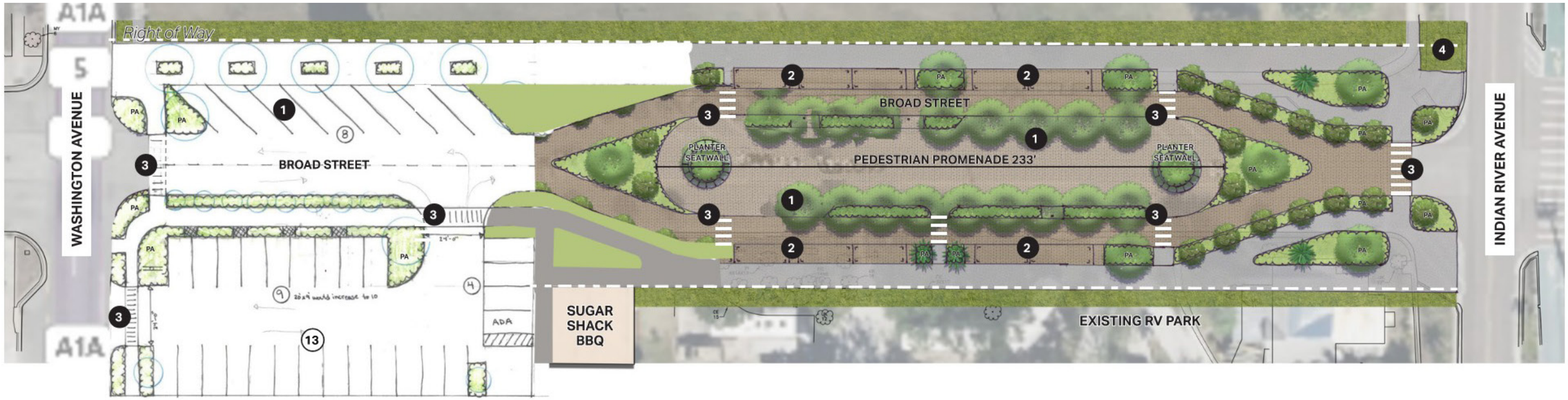


3. Winter Garden, FL - Plant Street



4. Winter Garden, FL - Plant Street

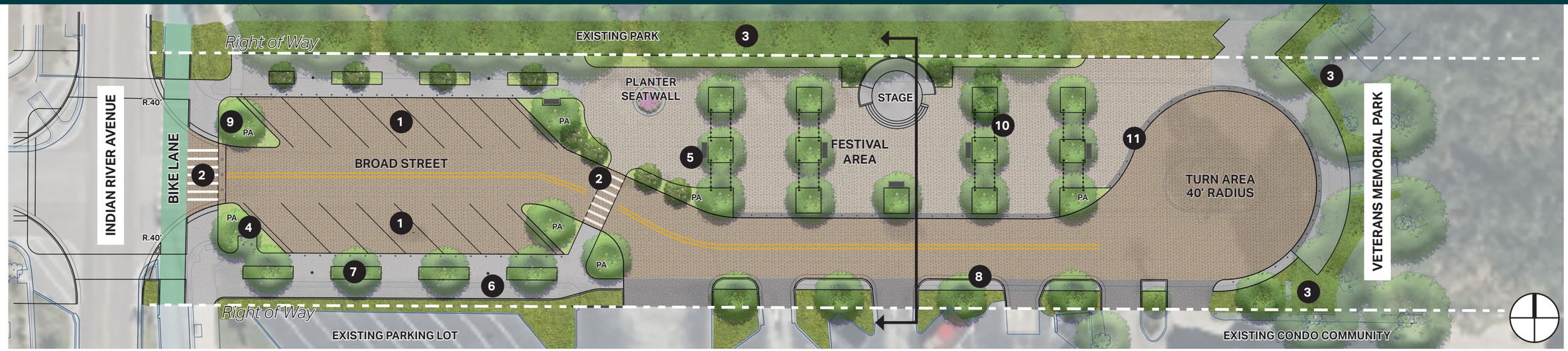



SCALE: 1" = 40'

0 40

# **Site Plan** - Indian River Ave. to Veterans Memorial Park



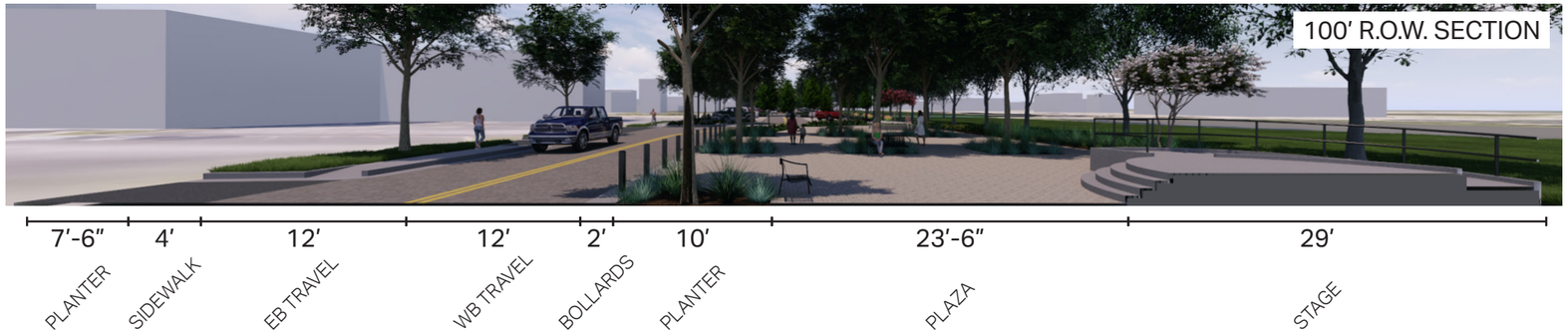

## LEGEND

1. 45° Angled Parking
2. Pedestrian Crosswalk
3. Existing Planter
4. Bike Racks
5. Bench, Typ.
6. Light Pole, Typ.
7. Canopy Tree 35' OC, Typ.
8. Accessible Sidewalk for Condo Residents
9. Branded Signage
10. Festoon Lighting, Typ.
11. Bollards, Typ.

Planter Area = PA

NOTES:

- Parking *decreased* from **25** to **14**




SCALE: 1" = 40'

0 40

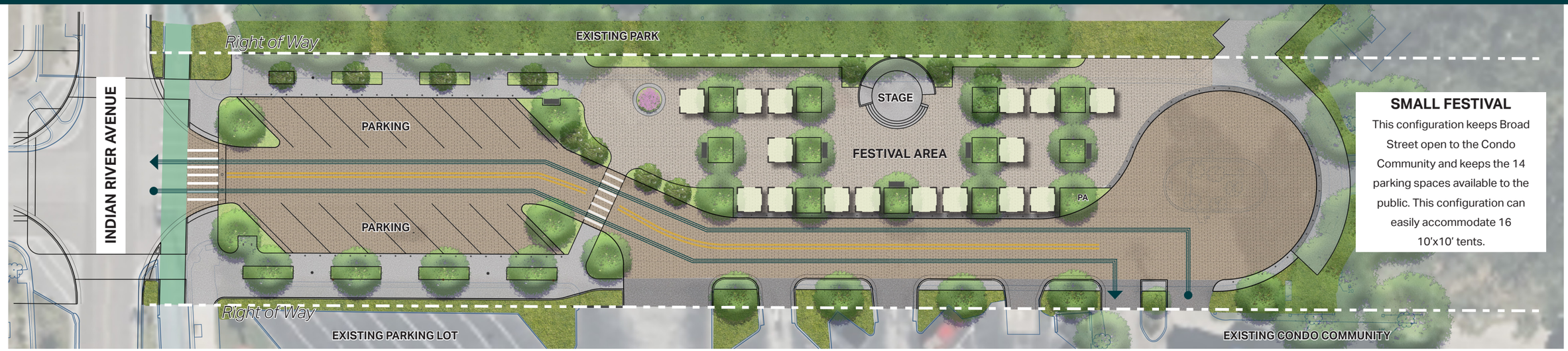
### Everyday Configuration



### Festival Configuration

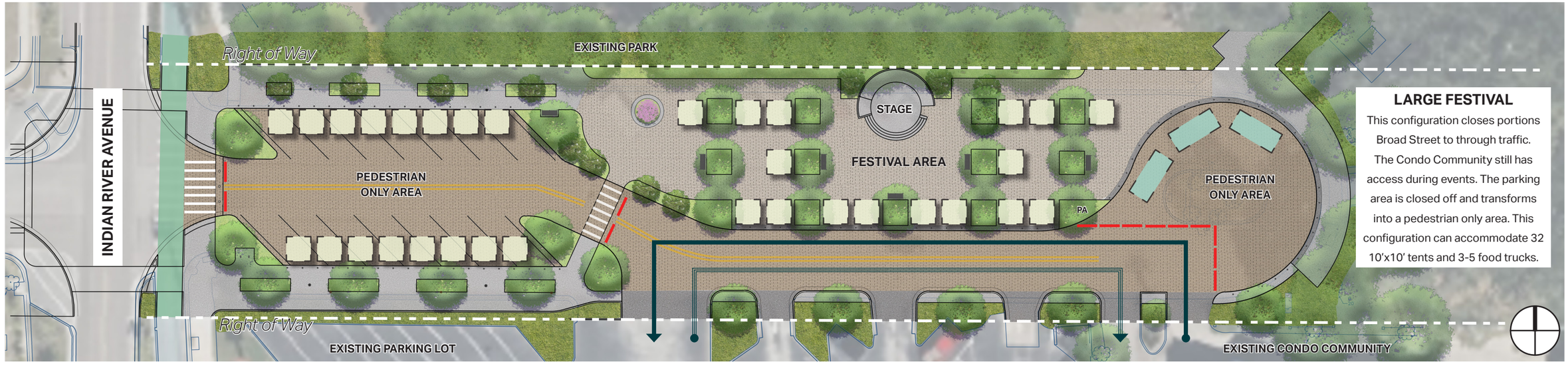


# **Festival Site Plan** - Indian River Ave. to Veterans Memorial Park




**SMALL FESTIVAL**

This configuration keeps Broad Street open to the Condo Community and keeps the 14 parking spaces available to the public. This configuration can easily accommodate 16 10'x10' tents.




**LARGE FESTIVAL**

This configuration closes portions Broad Street to through traffic. The Condo Community still has access during events. The parking area is closed off and transforms into a pedestrian only area. This configuration can accommodate 32 10'x10' tents and 3-5 food trucks.

SCALE: 1" = 40'

0 40

## LEGEND

- 10'X10' TENT
- FOOD TRUCK
- TEMPORARY TRAFFIC BARRICADE

# **Aerial** - Indian River Ave. to Veterans Memorial Park



# Conceptual Streetscape Perspectives



**1. Festival Set up at Plaza**



**3. Flush Street Conditions**



**2. Sidewalk on south side of Broad Street**



1. Vendors set up at Plaza

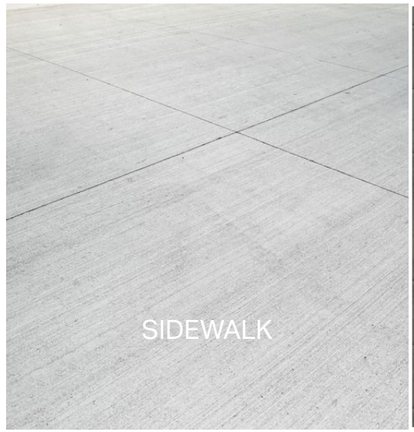


2. Stage in Plaza



3. Pedestrian View

# Hardscape Palette







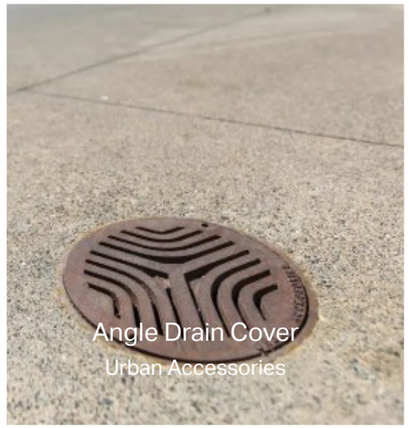


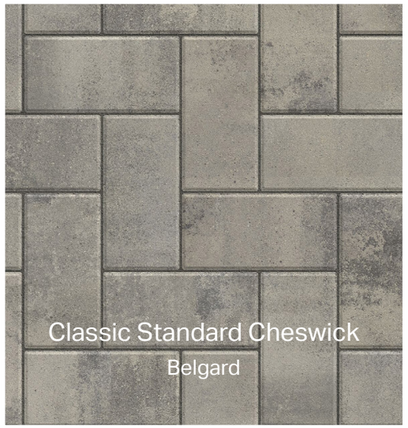






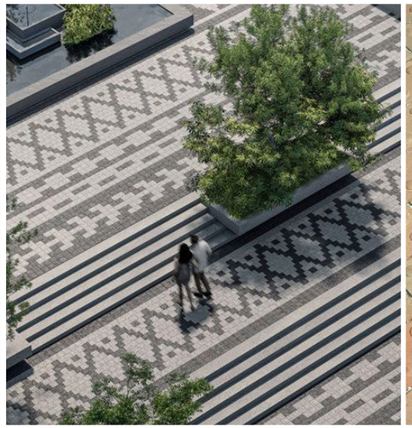


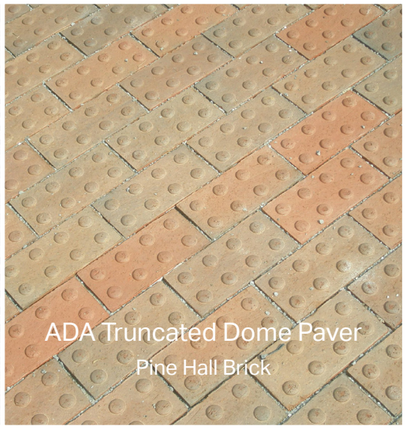







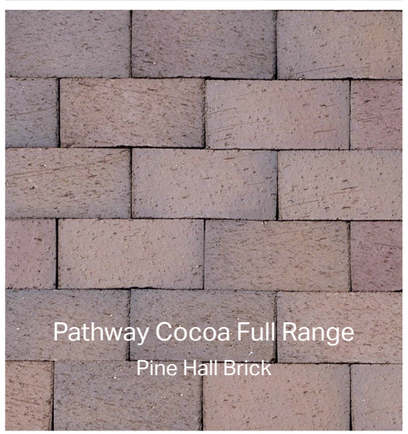








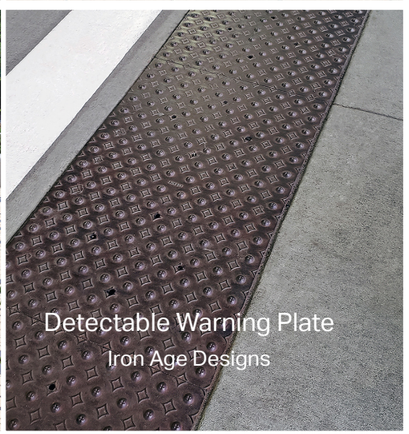


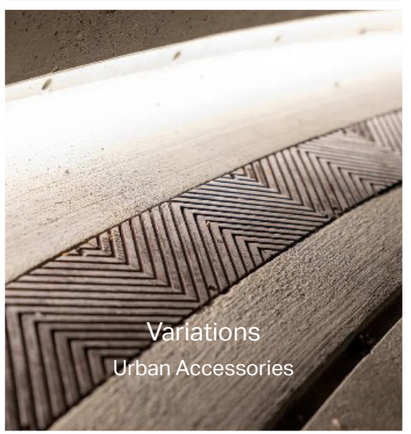











Pavers

Permeable Pavers

Plaza & Promenade Paver Design Ideas

Detectable Warning Plates

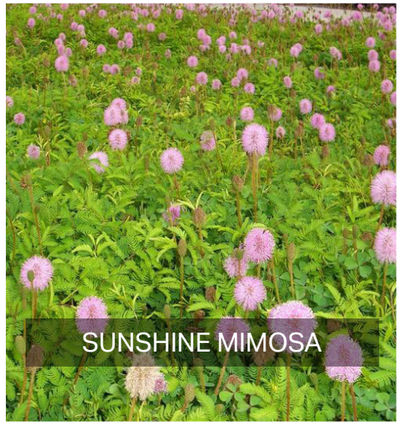
Trench Grates

# Landscape Palette

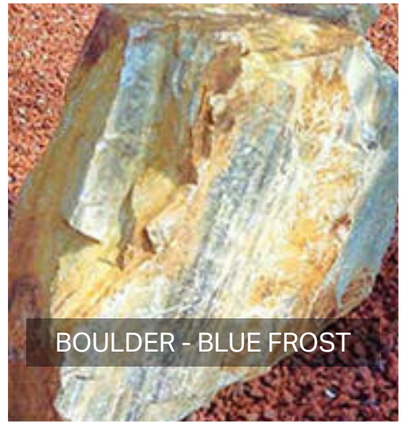

LIVE OAK


FAKAHATCHEE GRASS


DWARF FIRE BUSH

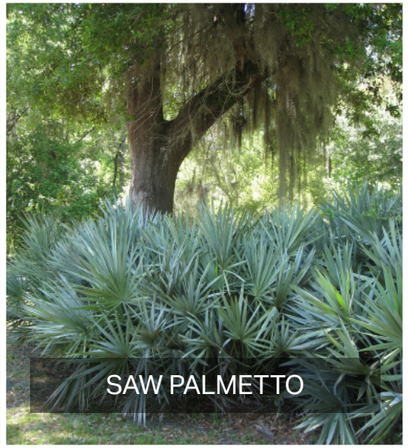

SUNSHINE MIMOSA


PLANTER FENCING - PROTO


BOULDER - BLUE FROST

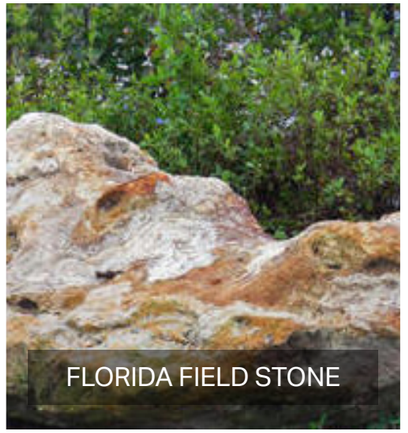

SABAL PALM

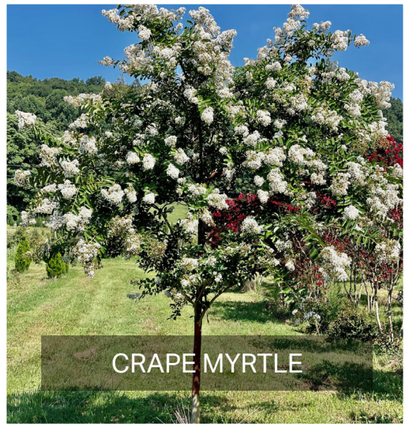

CORDGRASS


SAW PALMETTO

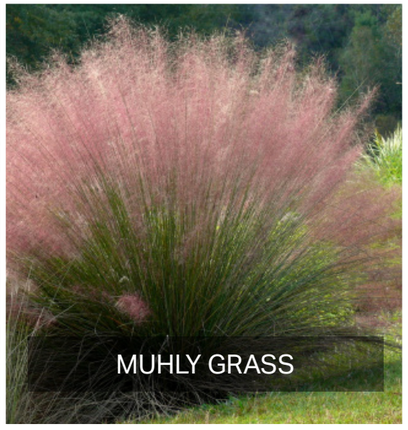

PERENNIAL PEANUT

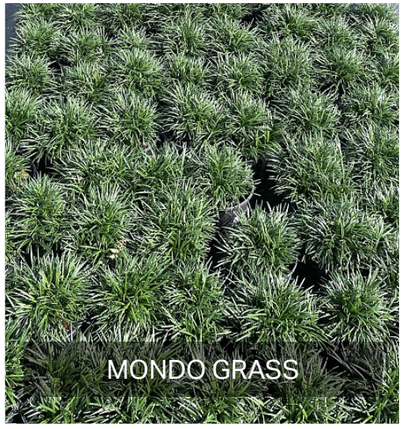

PLANTER FENCING - VENETIAN


FLORIDA FIELD STONE

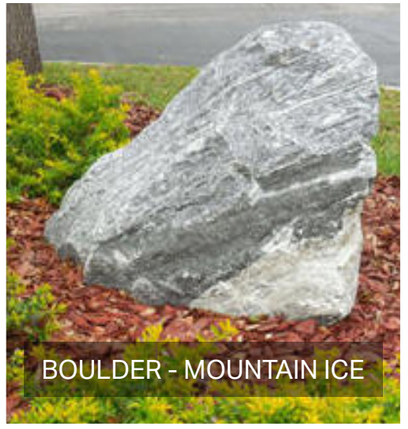

CRAPE MYRTLE


COONTIE


MUHLY GRASS


MONDO GRASS


PLANTER FENCING - BELLE


BOULDER - MOUNTAIN ICE

Trees

Shrubs

Shrubs

Groundcovers

Manufacturer
Iron Age

Source
Pebble Junction

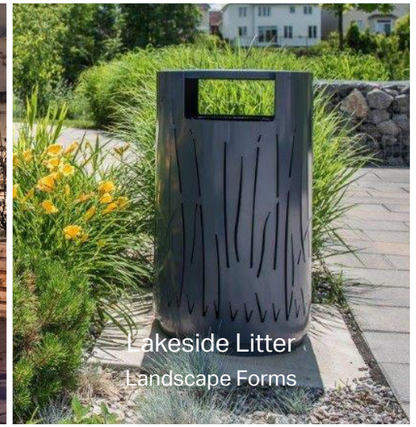
# Site Furnishing Palette



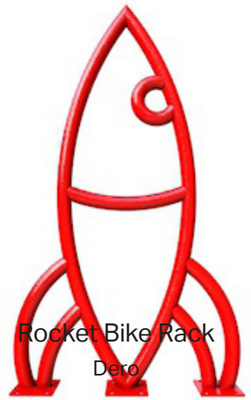
Scarborough Bench
Landscape Forms



Fiberglass w/ lights



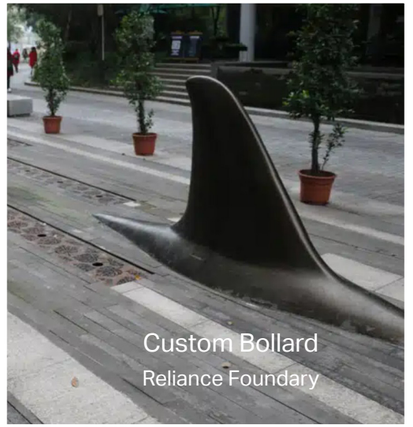
Lakeside Litter
Landscape Forms



Rocket Bike Rack
Dero



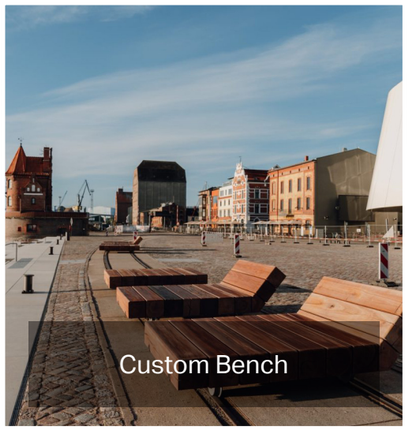
Moreno
*(embedded or collapsible)*
Hess America



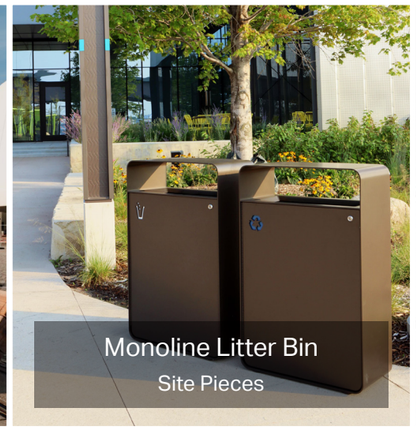
Custom Bollard
Reliance Foundary



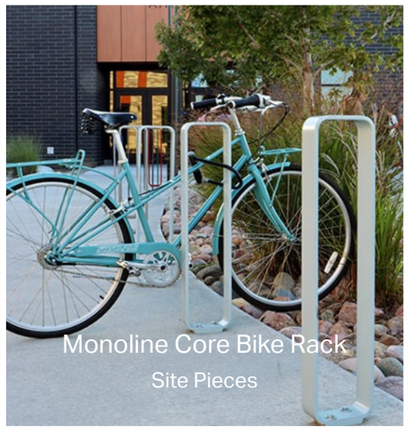
Parc Vue Bench
Landscape Forms



Custom Bench



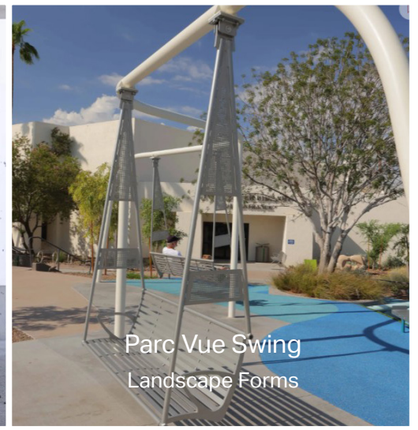
Monoline Litter Bin
Site Pieces



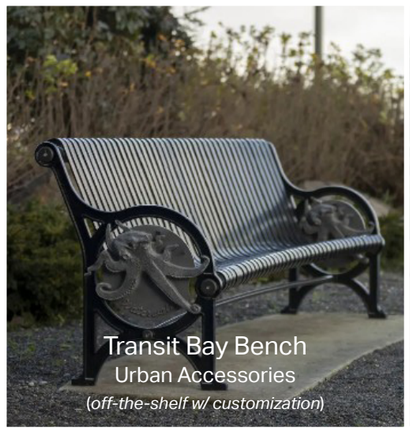
Monoline Core Bike Rack
Site Pieces



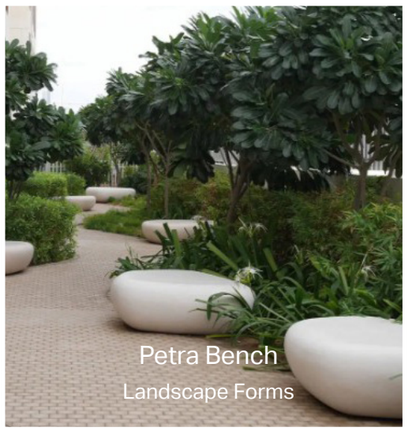
DG-2
Urban Accessories



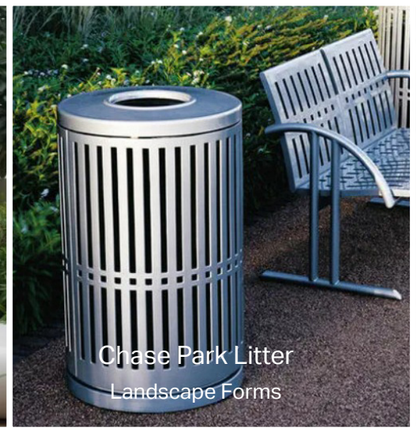
Parc Vue Swing
Landscape Forms



Transit Bay Bench
Urban Accessories
*(off-the-shelf w/ customization)*



Petra Bench
Landscape Forms



Chase Park Litter
Landscape Forms



Trio Bike Rack
Forms + Surfaces



San Francisco
Urban Accessories



PIN Shade Structure
mmcite

Benches

Alternative Seating

Waste Bins

Bike Racks

Bollards

Other Elements

# Lighting and Electrical



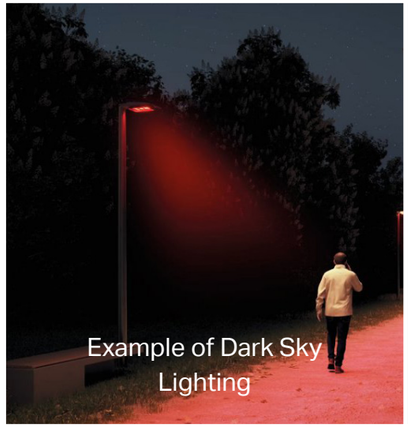
Ouray
selux (dark sky approved)



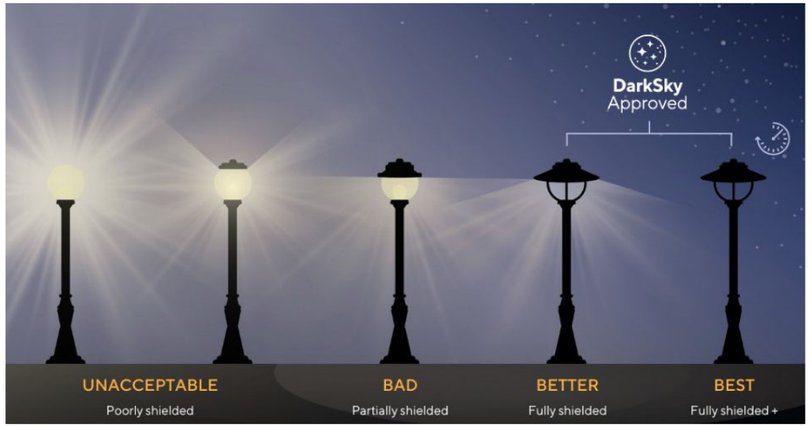
Halo Security
Bullard Bollards

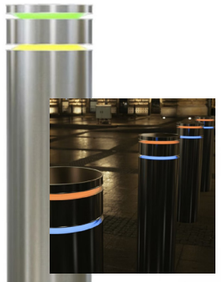


Aya Catenary
selux (dark sky approved)



Example of Dark Sky Lighting



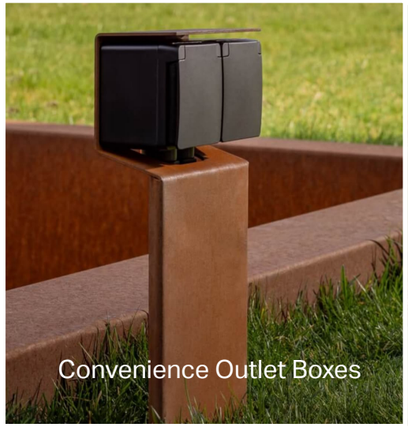
Sloan Lighted Bollard
Sloan Security Group



CP6000 Series
Chargepoint



Aspen Landscape Light
Hydrell



Convenience Outlet Boxes



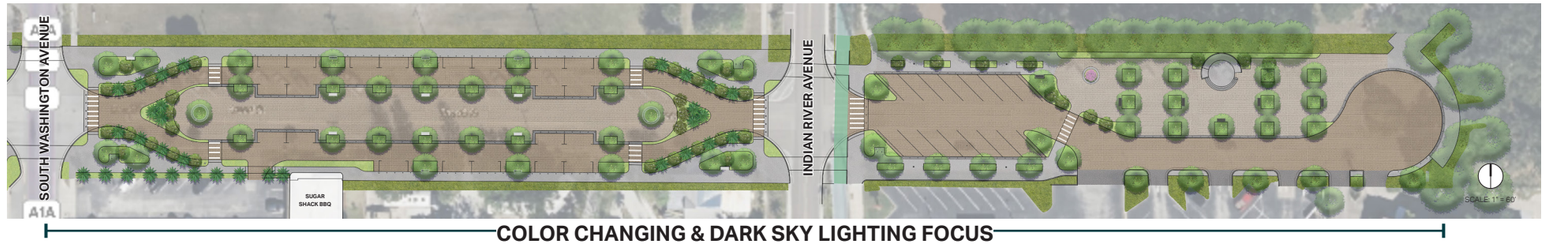
Convenience Outlet Boxes
Cole Lighting




Light Pole Banner Arms




System Bollard Tube
BEGA



# QUESTIONS & DISCUSSION

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **Community Redevelopment Agency (CRA) Grant Program**

**Department/Office:** Community Development

## Recommended Action:

Discuss the Community Redevelopment Agency Grant Program.

## Summary Explanation & Background:

On August 11, 2026, the Community Redevelopment Agency (CRA) requested to discuss the three grant programs.

The program provides an incentive for property owners and businesses to invest in the redevelopment of the Downtown CRA District.

The Downtown Commercial Beautification Program allows for the use of CRA grant funds for eligible improvements to the exterior of commercial structures located within the boundaries of the City's Downtown Titusville Community Redevelopment Area.

The CRA created a Commercial Interior Renovation Incentive Grant Program to assist in the renovation of the interiors of older and historic commercial and mixed-use buildings in the downtown CRA district.

The City of Titusville's Permit and Impact Fee Incentive Grant Program will provide matching reimbursement grants to developers and property owners for the cost of development fees, such as impact fees and building permit fees, involved in new construction in the downtown CRA District.

## Alternatives:

As the Board Desires

## Item Budgeted:

Yes

## Source/Use of Funds/Budget Book Page:

Account #104-5555-565-82-01 Project CR1703 Aid to Private Organizations

**Strategic Plan:**

This addresses the City of Titusville's Strategic Goals and Objectives including:

| Strategic Goal & Objective | Objective Reference | Alignment with Project |
|---|---|---|
| Goal 1: Quality of Life | 1.b - Enhance physical appearance | Renovations include repainting, facade restoration, landscaping, and lighting, which enhance the city's appearance. |
| Goal 1: Quality of Life | 1.f - Encourage a vibrant downtown | Activating a vacant/underused building for professional use adds to the economic vitality of the Midtown area. |
| Goal 2: Efficient & Effective Services | 2.b - Continue partnerships | The grant represents a public-private partnership to facilitate investment in CRA redevelopment. |
| Goal 4: Economic Development | 4.c - Continue redevelopment efforts | Project revitalizes a deteriorated building, supporting the CRA's goal to eliminate blight and reinvest in aging structures. |
| Goal 4: Economic Development | 4. - Implement well-planned growth | Redevelopment of the property into a functional commercial space supports smart, planned commercial development. |
| Goal 4: Economic Development | 4.- Encourage managed growth | The use of ADA-compliant access, green space, and updated infrastructure supports principles of attractive and responsible growth. |
| Goal 6: Community Design *(Implied)* | 6.a - Improve community design | The project adheres to the Urban Design Manual, improving consistency in urban form and design standards. |

In addition, this project will impact the goals and policies established in the adopted 2022 CRA Plan. This includes but is not limited to;

| Goal / Policy / Strategy | Description & Project Alignment |
|---|---|
| Goal 4.1 – Increase private sector investment, small business development, and economic activity within the CRA | The project incentivizes private reinvestment in a vacant property, stimulating job creation, tax revenue, and small business growth. |
| Objective 4.1.1 – Increase utilization of undeveloped and underutilized parcels | The currently vacant building will be activated into usable office space, increasing occupancy in the CRA. |
| Policy 4.1.1.3 – Support adaptive reuse of underused commercial or historic structures | The building, constructed in 1925, is a prime example of a historic structure being rehabilitated and reused productively. |
| Goal 3.1 – Preserve and promote Titusville’s historic assets and | The project helps restore the exterior of a historic structure while improving its utility and |

| | |
|---|---|
| resources | appearance. |
| Policy 3.1.1.5 – Encourage rehabilitation and adaptive reuse of historic buildings | This renovation specifically includes façade restoration, window and door replacements, and ADA upgrades—all eligible improvements for historic preservation. |
| Goal 5.1 – Create safe and accessible public spaces within the CRA | Project features such as ADA ramps, parking accessibility upgrades, and safety lighting improve accessibility and public safety. |
| Policy 5.1.1.3 – Encourage ADA and universal design improvements by private property owners | The installation of an ADA-compliant ramp and parking lot contributes directly to equitable access and compliance. |
| Goal 1.2 – Collaborate with agencies and groups to foster redevelopment | The grant program reflects the CRA's collaboration with private stakeholders to accomplish revitalization goals. |
| Redevelopment Strategy – Support Planned and Programmed Redevelopment in the CRA | The program guides private improvements consistent with public goals of façade revitalization and historic preservation. |
| Redevelopment Strategy – Reinforce CRA Branding and Marketing | Enhanced façade appearance strengthens the district's character and downtown identity. |
| CRA Vision – Traditional Town Center and Sense of Place | Restoring historic exteriors and improving walkability supports the long-term vision of an attractive, vibrant traditional downtown |

**Strategic Plan Impact:**

These grant reimbursements directly aligns with the CRA's purpose to reduce blight, restore historic properties, and stimulate long-term reinvestment and revitalization in Titusville's Community Redevelopment Area.

**ATTACHMENTS:**

1. Interior Building Renovation Grant Program Policies and Procedures Nov 2024
2. (CRA) Commercial Beautification Grant Program Policies and Procedures Nov 2024
3. Titusville Community Redevelopment Agency (CRA) Permit and Impact Fee Incentive Grant Program Policies and Procedures (PDF)

# City of Titusville
## Community Redevelopment Agency

## *Commercial Interior Building Renovation Incentive Grant Program Policies and Procedures*

November 2024

# Section 1

## Program Purpose and Benefits

The purpose of the Commercial Interior Building Renovation Grant Program is threefold: (1) To provide an incentive for the build-out of a commercial and mixed-use space that is vacant; (2) To assist existing businesses to renovate and to relocate to commercial space within the Community Redevelopment Agency (CRA) district; and (3) To upgrade the existing historic building stock within the CRA district. The goal of these activities is to increase commercial occupancy rates and property values within the CRA thus facilitating redevelopment through long-term stability. The renovation of older and historic downtown buildings many times is deterred by the expense required to bring older buildings up to today's Americans with Disabilities Act (ADA), Florida Fire Protection Code and the Florida Building Code. To accomplish this objective, the Program assists eligible property owners and tenants to restore or renovate the interiors of their structures, thereby improving the area's physical characteristics and enhancing the utilization of existing structures. Therefore, the Program will serve as an additional incentive to utilize vacant and or older commercial and mixed-use space, which will lead to increased investment and economic vitality within the CRA district. This grant program is consistent with the intent of Section 163.350, Florida Statutes, specifically "encouraging voluntary rehabilitation" of vacant and/or underutilized commercial and mixed-use properties within the CRA district.

Eligible applicants may receive grant funding up to $50,000 for the following:

1. Expanding and improving older and underused buildings to increase commercial and residential intensity or renovating a historic structure;
2. Bring existing buildings into compliance with the Americans with Disability Act (ADA), Florida Building Code (FBC), and the Florida Fire Protection Code;
3. Assisting the small business community grow and prosper;
4. Promote job creation in the CRA District;
5. Promote pedestrian and transit use in the CRA District;
6. Increase the customer base or customer opportunity in the CRA District.

Up to an additional $50,000 of grant funding may be received for mixed-use projects including non-residential uses and residential living units. Examples of non-residential uses include, but are not limited to, commercial offices, retail uses, restaurants, or personal services. Common amenities such as pools, clubhouses, or leasing offices related to residential uses shall not be used to meet the mixed-use requirement to allow these additional grant monies.

All interior improvements must be consistent with the City of Titusville's Community Redevelopment Plan, Downtown Master Plan, the Land Development Regulations and the Adopted Standards Code set forth in the City of Titusville's Code of Ordinances.

Program Objectives

- Eliminate blighting influences and prevent further deterioration of commercial and residential properties within the CRA boundaries.
- Stimulate renewed interest and investment within the District and preserve the traditional retail district as a location for convenient pedestrian/visitor commercial activities over extended hours of operation that are compatible with the CRA Master Plan.

- Encourage the development of multiple business activities to enhance new business growth, development and job opportunities.
- Encourage the utilization of existing business stock within the CRA District.
- Bring customers to commercial areas within the CRA to patronize nearby businesses.
- Increase the occupancy rate of eligible buildings in the CRA.

Eligibility Requirements:

1. The incentive is available to buildings constructed prior to the adoption of the Florida Building Code, adopted on March 1, 2002.

2. All commercial and mixed use properties within the Titusville Community Redevelopment Area are eligible except as noted.

3. Drive through facilities and convenience stores with or without gas pumps are NOT eligible types of businesses under this program.

4. Buildings with residential uses located on the first floor are NOT eligible.

5. Ad valorem property tax exempt properties are NOT eligible.

6. Interior renovation grants are intended for rehabilitation and restoration of existing properties only. New construction is ineligible.

The CRA will review and consider each application as measured by the goals, priorities, and objectives of the CRA Master Plan Update, and Florida Statutes Chapter 163.

CRA staff will review applications for completeness and determine if funding is to be recommended. The CRA Executive Director or designee may approve grant applications for Commercial Interior Building Renovation grants of $10,000 or less; applications in excess of $10,000 will be forwarded to the Community Redevelopment Agency for review of funding approval. Grant funds will be distributed only upon completion of improvements; the submittal of all receipts, invoices and required documentation to CRA staff; and the occupancy of the building at the following milestones: 75% of the grant award at completion of the development, and 25% of the grant award at the first year of building occupancy. Applicants for Commercial Interior Building Renovation grant funds must be willing to maintain the renovations and improvements for at least five years.

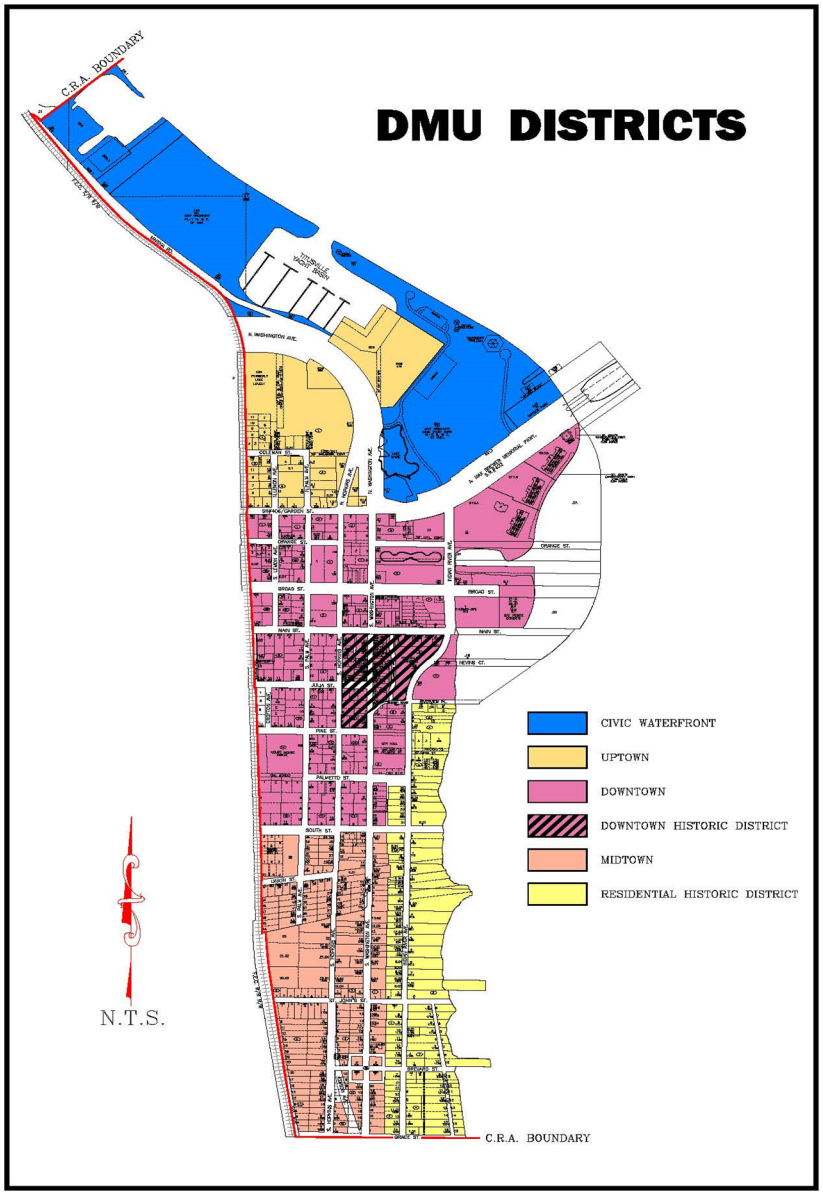
The Grantee shall not be liable to the CRA for repayment of the grant funds provided the Grantee complies with all conditions set forth in the Grant Agreement. The Grantee will however be required to repay the grant funds if within five (5) years from receiving the grant funds the building in which the improvements are made is either destroyed by more than 50% of its value and is not rebuilt within two (2) years or if the building is demolished.

Grant funding is awarded on a first-come, first-served basis. Based on the amount of funding requested, applications must be approved by the appropriate entity (CRA, CRA Executive Director or designee) **before** work can begin on any improvements. Grants will not be awarded for work previously completed or that is in the process of being completed.

# Section 2

## Community Redevelopment Area Boundaries

The Downtown Titusville Community Redevelopment Area boundaries can be described as follows: Grace Street to the South, Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West. See the following map:



# Section 3

## Eligible Expenses

A. The Commercial Interior Building Renovation Program offers financial assistance in the form of a reimbursable, matching (50%) grant to the property owner or business owner for eligible expenses associated with the renovation or rehabilitation of the interior elements of the commercial and mixed use operating space. Items eligible for funding under the program are limited to the following **permanent** improvements:

- ADA Requirements
- Florida Fire Protection Code Requirements
- Florida Building Code Requirements including:
    - Interior plumbing to meet code (including internal grease traps and external grease interceptors)
    - Interior electrical system including lighting to meet code
    - HVAC system to meet code

B. All permanent improvements shall require written permission of the property owner, which shall be submitted as part of the grant application, if the applicant is not the property owner. In all cases, the property owner shall be a co-signer to the grant award agreement.

C. The Commercial Interior Building Renovation grant funding may be budgeted annually by the CRA Board and awarded on a first-come, first-serve basis. All applications are subject to approval by the CRA Executive Director and/or CRA Board. Making application to the program is NOT a guarantee of funding.

D. All buildings improved with Program grant funds **must** maintain or receive a certificate of occupancy or a certificate of completion upon the completion of the proposed improvements and must comply with all local building codes and Land Development Regulations.

E. No building owner, lessor, lessee, tenant, occupant, employee, or immediate relative of the same, either personally or in a corporate capacity, shall be paid or compensated in any manner to serve as a contractor, subcontractor, laborer or material man in connection with any rehabilitative work or labor to said building pursuant to the Program.

# Section 4

## Ineligible Expenses

1. Painting.

2. Permitting fees.

3. Any service performed by a non-licensed contractor or which is inconsistent with the City's adopted codes.

4. Improvements constructed prior to execution of final agreement with the CRA.

5. Routine maintenance activities that are part of normal property ownership.

6. Repairs performed to correct Code violations unrelated to the eligible grant items listed in these guidelines.

7. Improvements to a property, that has any judgment liens; is not current on all mortgage and tax obligations; and has any Code violations unrelated to the eligible grant items listed in these guidelines.

8. New construction.

9. Improvements to properties that are exclusively residential.

10. Improvements to properties that "expand" non-conforming uses.

11. Relocation expenses or loss of business expenses during relocation period.

12. Physical or visual removal of architecturally important features.

13. Refinancing existing debt.

14. Sweat equity payments, i.e., reimbursement for applicant's own labor and performance of renovation work.

# Section 5

## Program Criteria

1. The structure to be improved must be within the boundaries of the Downtown Titusville Community Redevelopment Area (Grace Street to the South, Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West).

2. The applicant can be an owner or tenant of the building. A tenant may qualify upon receipt of written consent of the owner of the building. In all cases, the property owner shall be a co-signer to the grant award agreement.

3. Applicants must demonstrate that all necessary financing required to complete the project has been secured and that the applicant is providing matching funds that are at least one-half (½) of the amount of the grant amount being requested. Matching funds will be only for expenses for the listed eligible items noted in Section 3 of this document. Such improvements cannot be removed from the premises.

4. Applicants must have received the requisite CRA, CRA Executive Director or designee approval prior to commencement of improvements.

5. All necessary permits and approvals must be obtained from the City of Titusville before work is commenced. All work is to be performed to the satisfaction of City

of Titusville officials pursuant to the City's adopted codes and Land Development Regulations.

6. A licensed contractor must perform the work; proof of licensure and insurance is required.

7. Applicants must agree to maintain the improvements for at least five years. **The Community Redevelopment Agency, CRA Executive Director or designee, as applicable, may approve any changes proposed to the improvements that are $10,000 and less in value**. **Proposed changes greater than $10,000 in value must be approved by the Titusville CRA.**

8. The property must be free from any judgement liens, and all mortgage and tax obligations must be current. The applicant will be required to provide a Title Search showing that the property is free from any judgement liens, and all mortgage and tax obligations are current.

9. The total amount of grant funds available for any one property under this Program is $50,000, except for projects meeting the requirements of a mixed-use project described in Section 1, which may be eligible for up to an additional $50,000, for a total of $100,000. Any subsequent applications for the same property in future years will be treated cumulatively for purposes of determining funding eligibility.

# Section 6

## Evaluation Criteria

Grant funds are limited and will be awarded on a first-come, first-served basis. Because one of the primary objectives of the Commercial Interior Building Renovation Program is to eliminate blighted conditions and improve the visual impact of the redevelopment area, applications will be evaluated using the following criteria:

1. Consistency with the goals, principles and objectives of the City of Titusville Community Redevelopment Plan, the Downtown Master Plan and the Urban Design Manual.

2. The amount of funds that the applicant pledged to match leveraged against CRA funds.

3. The extent to which the project brings the building interior to current building, fire and ADA standards thus providing a safe, secure and convenient environment for patrons and employees.

4. Return on investment of CRA funds. Return on investment shall include total cost of eligible permanent interior improvements as well as estimated economic impact based upon strength of business plan presented.

5. Number of new jobs to be created within the CRA district boundaries.

6. Potential that proposed business will enhance economic vitality of businesses within the CRA district, or attract additional businesses within the CRA district boundaries.

7. The proposed improvements are to a building listed in the City of Titusville Community Redevelopment Area Historic Property Survey dated July, 2012 prepared by Janus Research.

# Section 7

## Application Procedures

A property owner or tenant that is interested in participating in the Commercial Interior Building Renovation Incentive Program must submit a completed and signed application, along with supporting documentation, to:

**The City of Titusville Community Redevelopment Agency**
**555 South Washington Avenue**
**P.O. Box 2806**
**Titusville, FL 32781-2806**

In addition to other supporting documents, applicants are required to submit quotes from **two** licensed contractors with the application, if applicable. Quotes shall include a detailed listing of materials and labor costs. All quotes shall include a non-collusion affidavit signed by the contractor or sub-contractor, as applicable. The affidavit is available from the CRA staff.

The City may request an audit of invoices related to the approved project be conducted at the expense of the applicant. In the event an audit of records shows the applicant or applicant's agent or employees has, in the sole opinion of the CRA, utilized grant money in any manner contrary to the intent of the grant, the grant shall be considered null and void and all funds disbursed shall be returned to the CRA within thirty (30) days. These remedies are in addition to those provided by law.

CRA staff will review applications for completeness and for compliance with Program criteria. Incomplete applications may be returned for additional information. Projects that do not comply with Program criteria will not be considered for funding.

Awards of funding will be based on the lowest qualified bid. The applicant may elect to choose a contractor other than the one with lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. Under all circumstances, the contractor performing the work must be licensed, insured and have worker's compensation insurance.
It is recommended that applicants retain the services of a registered architect, or similarly qualified design professional to prepare plans, drawings, renderings and construction specifications for their projects. Ten (10) percent of the fees for services provided by a registered architect or similarly qualified design professional may be counted towards the applicant's Program match.

The CRA will not be responsible in any manner for the selection of a contractor. An applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of licensing and insurance coverage.

Commercial Interior Building Renovation Program grant applications can be obtained from the City of Titusville Community Redevelopment Agency, Second Floor, City Hall, 555 South Washington Avenue, or from the City's website at www.titusville.com.

***Application Approval***

The CRA Executive Director or designee will approve or deny grant applications of $10,000 and less for Commercial Interior Building Renovation funds. Projects of greater than $10,000 will be forwarded to the Community Redevelopment Agency with a recommendation from CRA staff for funding approval or denial. All applicants will receive written notification regarding approval or denial of their application. If an applicant's proposal is approved by the CRA Executive Director/designee or the CRA, as applicable, the applicant will receive written notification of the approval, which will include a funding agreement listing the amount of grant funds that are approved and the construction start time.

***Documentation of Applicant's Funding Source***

The applicant will be required to document the type and source of the project funds on the application submitted to the CRA. Verification of the funding sources will be required before final approval of the grant application.

***Construction Start***

After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner/tenant must issue a "Notice to Proceed" to the contractor and apply for a building permit within 60 days of executing the funding agreement. Construction must begin within 90 days of the funding agreement and be completed within 12 months of the agreement. Extensions may be granted at the discretion of the CRA Executive Director or designee, contingent upon the applicant demonstrating just cause for such an extension. Failure to meet the construction start time may result in the forfeiture of the grant award.

***Disbursements***

Generally, approved projects will receive reimbursement funding upon completion of the project~~;~~ ~~and~~ submission of all required receipts, invoices and documentation; and the occupancy of the building at the following milestones: 75% of the grant award at development completion, and 25% of the grant award at the first year of building occupancy. Grant funds cannot be used to reimburse the applicant for any work done on the building prior to the date of a fully executed Grant Agreement between the applicant and the Community Redevelopment Agency.

Funds will be disbursed by a check payable to the applicant (1) upon certification of completion or occupancy by the City Building official, or as agreed to with the CRA Executive Director; (2) CRA staff verification that the work was completed as proposed in a satisfactory and professional manner; (3) submission of all receipts and required

documentation, including contractor invoicing, and evidence of payment of funds for reimbursement and match, to CRA staff and (4) at the following milestones: 75% of the grant award at development completion, and 25% of the grant award at the first year of building occupancy. Funds will not be disbursed on projects that are not in accordance with the approved plans.

The City's Community Development Department will make the final determination as to whether the project is complete. Applicants must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, and evidence of payment of funds for reimbursement and match, before grant funds can be disbursed.

***Application Process Summary***

1. Applicant submits a complete application to the CRA office.

2. CRA staff reviews application for completeness, accuracy and eligibility.

3. CRA staff presents recommendation to the CRA Executive Director and/or CRA, as appropriate.

4. Upon approval, the applicant will be notified in writing of the amount of the grant awarded and the documentation that must be provided before funds are released.

# Section 8

**Nondiscrimination**

The Grant shall be available to anyone meeting the eligibility requirements, and no one shall be denied the benefits of said program because of race, color, national origin or gender.

# Section 9

**Disclosures**

The Community Redevelopment Agency expressly reserves the right to reject any or all applications or to request additional information from any or all applicants. The CRA retains the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display and advertise properties that receive grant funding.

# Section 10

**Contact Information**

Questions related to the application or viability of a proposed project should be directed to CRA staff at (321) 567-3860.

## NON-COLLUSION STATEMENT

This is to affirm under the threat of perjury, that the undersigned, or representative, agent, member, or officer of the contracting party, has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of the execution of the attached bid and/or contract other than that which appears upon the face of the bid and/or contract.

_____
Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

# City of Titusville
## Community Redevelopment Agency

*Downtown Commercial beautification Program*
*Policies and Procedures*

2024



November 2024

# Section 1

**Program Purpose and Benefits**

The City of Titusville's Community Redevelopment Agency's Downtown Commercial Beautification Program allows for the use of Community Redevelopment Agency (CRA) grant funds for general improvements to the exterior of those structures serving a commercial purpose located within the boundaries of the City's Downtown Titusville Community Redevelopment Area. Public and non-profit properties serving a commercial purpose for the benefit of the Downtown are allowed to apply for grant funds. A commercial purpose shall include those properties that provide tourist, office, business or professional services, or otherwise promote/assist the economic growth of the Downtown Redevelopment Area.

The intent of the Downtown Commercial Beautification Program is to increase commercial occupancy rates and property values within the CRA while revitalizing the overall appearance of the Downtown. To accomplish this objective, the Program assists eligible property owners and tenants to restore or renovate the exteriors of their structures, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the environment, which will lead to increased investment, occupancy and property values.

Eligible applicants can receive grant funding up to $50,000. All exterior improvements must be consistent with the City of Titusville's Community Redevelopment Plan, Downtown Master Plan, Urban Design Manual, and the Land Development Regulations set forth in the City of Titusville's Code of Ordinances.

CRA staff will review applications for completeness and determine if funding is to be recommended. The CRA Executive Director or designee may approve grant applications of $10,000 or less; applications in excess of $10,000 will be forwarded to the Community Redevelopment Agency for review for funding approval. Grant funds will be distributed only upon completion of improvements; and submittal of all receipts, invoices and required documentation to CRA staff; and the occupancy of the building/property at the following milestones: 75% of the grant award at completion of the improvements, and 25% of the grant award at the first year of occupancy from the completion of the improvements. Applicants must be willing to maintain the renovations and improvements for at least five years. The Grantee shall not be liable to the CRA for repayment of the grant funds provided the Grantee complies with all conditions set forth in the Grant Agreement. The City will however record the grant agreement as a lien against the property. Should the Grantee transfer, sell, divest themselves of their interest in the subject property, or fail to maintain the renovations and improvements during the five-year period following receipt of the grant funds, the CRA shall be entitled to reimbursement of the grant funds within thirty (30) days of such action, as follows:

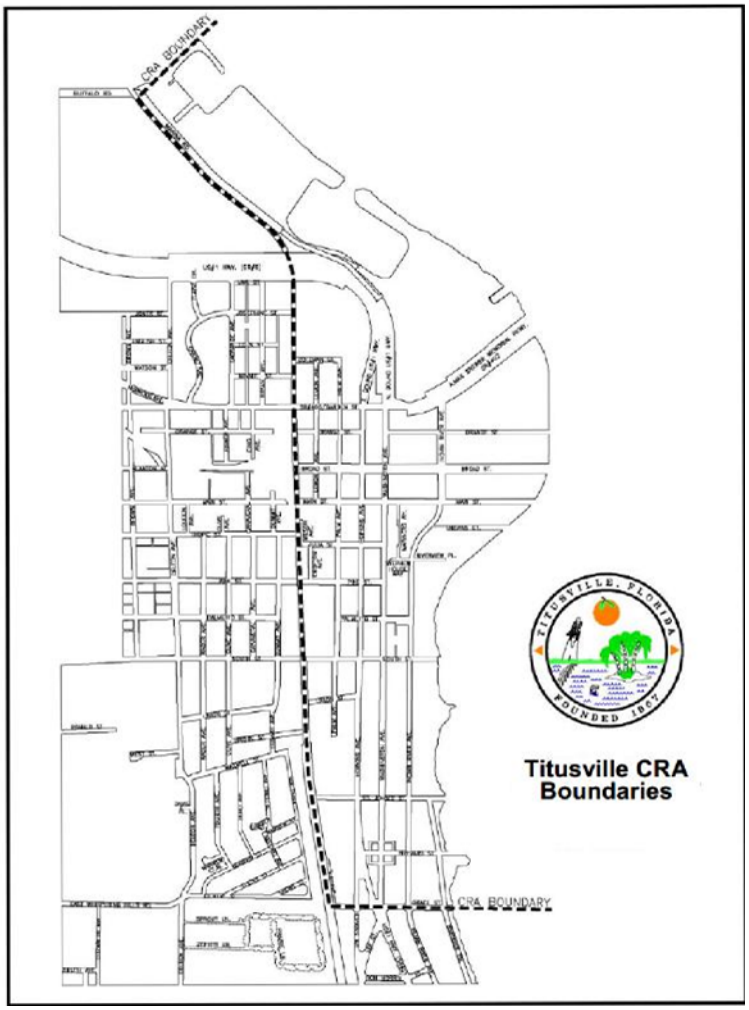
| Elapsed Time | Amount Due CRA |
|---|---|
| 0 to one year after grant funds received | 100% |
| One year after grant funds received | 80% |
| Two years after grant funds received | 60% |
| Three years after grant funds received | 40% |
| Four years after grant funds received | 20% |
| Five years after grant funds received | 0% |

Grant funding is awarded on a first-come, first-served basis, subject to approval. Based on the amount of funding requested, applications must be approved by the appropriate entity (CRA, CRA Executive Director or designee) **before** work can begin on the improvements. Grants will not be awarded for work previously completed or that is in the process of being completed.

# Section 2

## Community Redevelopment Area Boundaries

The Downtown Titusville Community Redevelopment Area boundaries can be described as follows: Grace Street to the South, Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West. See the following map.



# Section 3

**Eligible Expenses**

1. Exterior improvements, such as storefront, display windows, painting (in conjunction with other improvements), and exterior architectural or security lighting.

2. Removal of elements that cover original architectural design and details.

3. Signage.

4. Addition and/or replacement of awnings/doors/windows.

5. Overall replacement of architectural elements that have structural deficiencies.

6. Painting, as part of a more comprehensive improvement project.

7. New stucco and stucco bands.

8. Electrical work directly related to the exterior of the building or the installation of approved signage.

9. Professional design and engineering services related to structural façade renovations and signage.

10. Landscaping and irrigation (Subject to approval of a Landscape Plan).

11. Demolition required to facilitate approved façade improvements.

12. Vinyl soffit and fascia, as part of more extensive project improvements.

13. Roof repair and improvements.

14. Improvements that enhance access, such as handicapped ramps and sidewalks.

15. Decorative fencing.

16. Improvements to parking facilities which will include landscaping requirements.

17. Stormwater enhancements requiring a permit.

# Section 4

**Ineligible Expenses**

1. Physical or visual removal of architecturally important features.

2. Installation of aluminum or vinyl siding.

3. Painting, when not associated with other improvements.

4. Permitting fees.

5. Any service performed by a non-licensed contractor.

6. Improvements constructed prior to execution of final agreement with the CRA.

7. Routine maintenance activities that are part of normal property ownership.

8. Repairs performed to correct Code violations.

9. Improvements to a property that has any judgment liens, is not current on all mortgage and tax obligations, and has any Code violations.

10. Statues and fountains.

11. New construction.

12. Improvements to properties that are exclusively residential.

13. Improvements to properties that have non-conforming uses.

14. Interior renovations.

# Section 5

## Program Criteria

1. The structure to be improved must be within the boundaries of the Downtown Titusville Community Redevelopment Area (Grace Street to the South, the Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West).

2. Applicants must demonstrate that all necessary financing required to complete the project has been secured. Matching funds will be required for exterior improvements only.

3. Applicants must have received the requisite CRA, CRA Executive Director or designee approval prior to commencement of improvements.

4. All necessary permits and approvals must be obtained from the City of Titusville before work is commenced. All work is to be performed to the satisfaction of the City of Titusville Building Department officials, and all site and landscaping work is to be performed to the satisfaction of the applicable City Administrator or designee pursuant to the Land Development Regulations.

5. A licensed contractor must perform the work; proof of licensure and insurance is required. No building owner, lessor, lessee, tenant occupant, employee, or immediate relative of the same, either personally or in a corporate capacity, shall

be paid or compensated in any manner to serve as a contractor, subcontractor, laborer or material man in connection with any rehabilitative work or labor to said building/property pursuant to the program.

6. Applicants must agree to maintain the improvements for at least five years. The Community Redevelopment Agency, CRA Executive Director or designee, as applicable, must approve any changes proposed to the improvements that are $10,000 and less in value. Proposed changes greater than $10,000 in value must be approved by the Titusville CRA.

7. The property must be free from any judgment liens, and all mortgage and tax obligations must be current. The applicant will be required to provide a current Title Search showing that the property is free from any judgement liens, and all mortgage and tax obligations are current. Lending institutions may be requested to provide updated information upon request by the Community Redevelopment Agency.

8. There may be no more than one approval for project funding every two years. A "project" is defined as a single or set of enhancement/renovation activities for an eligible property.

9. The total amount of grant funds available for any one property under this Program is $50,000. Any subsequent applications for the same property in future years will be treated cumulatively for purposes of determining funding eligibility.

# Section 6

## Evaluation Criteria

Grant funds are limited and will be awarded on a first-come, first-served basis. Because one of the primary objectives of the Downtown Commercial Beautification Program is to eliminate blighted conditions and improve the visual impact of the redevelopment area, applications will be evaluated using the following criteria:

1. Consistency with the goals, principles and objectives of the City of Titusville Community Redevelopment Plan, the Downtown Master Plan and the Urban Design Manual.

2. Adjacency of the project to a recent or proposed redevelopment project, as projects adjacent to one another or near one another provide more of a visual impact than projects not located near one another.

3. The amount of funds that the applicant pledged to match leveraged against CRA funds.

4. The extent to which the project encourages a secure and convenient environment for patrons and employees.

5. Receipt of previous façade improvement grant awards (first-time applicants will have priority over repeat applicants).

# Section 7

## Application Procedures

A property owner or tenant that is interested in participating in the Downtown Commercial Beautification Program must submit a completed and signed application, along with supporting documentation, to:

**The City of Titusville Community Redevelopment Agency**
**555 South Washington Avenue**
**P.O. Box 2806**
**Titusville, FL 32781-2806**

In addition to other supporting documents, applicants are required to submit quotes from two licensed contractors with the application.

CRA staff will review applications for completeness and for compliance with Program criteria. Applications that are incomplete may be returned for additional information. Projects that do not comply with Program criteria will not be considered for funding.

Awards of funding will be based on the lowest qualified bid. The applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. Under all circumstances, the contractor performing the work must be licensed, insured and have worker's compensation insurance.

It is recommended that applicants retain the services of a registered architect, or similarly qualified design professional to prepare plans, drawings, renderings and construction specifications for their projects. Fees for services provided by a registered architect or similarly qualified design professional may be counted towards the applicant's Program match.

The CRA will not be responsible in any manner for the selection of a contractor. An applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of licensing and insurance coverage.

Downtown Commercial Beautification Program grant applications can be obtained from the City of Titusville Community Redevelopment Agency, Second Floor, City Hall, 555 South Washington Avenue, or from the City's website at www.titusville.com

*Pre-Application Meeting*

If desired, CRA staff will review the applicant's conceptual plans in an informal setting, including discussion of the eligibility criteria, Program requirements, proposed project scheduling, and consistency of the proposal with the intent of the Program. At this stage, staff can offer assistance with the completion of the application form and provide limited technical and architectural guidance on the project proposal. At the conclusion of the pre-application meeting, staff will provide the applicant with a general determination as to whether the proposed project is likely to qualify to receive Program

funds and whether the applicant is sufficiently prepared to move on to the application stage.

*Required Submissions*
Items required for submission include:

1. A completed and signed application form.

2. At least four (4) inch X six (6) inch or larger color photographs of the existing building exterior, showing all sides of the building, with emphasis on the area to be improved.

3. Renderings or conceptual drawings of the project.

4. Two bids from licensed contractors detailing the following:

    a. Description of the materials to be used and the construction procedure.
    b. Itemized cost estimate of the project.

5. A legal description of the property.

6. Proof of property ownership and, if a tenant, a copy of the lease.

7. Tenants must provide written documentation verifying the property owner authorizes the submittal of the application and approves the proposed enhancements. In all cases the property owner shall be a co-signer to the grant funding agreement.

8. A Title Search provided by the applicant showing that the property is free from any judgement liens, and all mortgage and tax obligations are current and that the lending institutions will provide updated information upon request by the Community Redevelopment Agency, CRA Executive Director or designee.

9. Proof of sufficient property insurance.

*Application Approval*
The CRA Executive Director or designee will approve or deny grant applications of $10,000 or less. Projects in excess of $10,000 will be forwarded to the Community Redevelopment Agency with a recommendation from CRA staff for funding approval or denial. All applicants will receive written notification regarding approval or denial of
their application. If an applicant's proposal is approved by the CRA Executive Director/designee or the CRA, as applicable, the applicant will receive written notification of the approval, which will include a funding agreement listing the amount of grant funds that are approved.

*Documentation of Applicant's Funding Source*
The applicant will be required to document the type and source of the project funds on the application submitted to the CRA. Verification of the funding sources will be required before final approval of the grant application.

*Construction Start*
After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner/tenant must issue a "Notice to Proceed" to the contractor and apply for a building permit within 60 days of executing the funding agreement. Construction must begin within 90 days of the funding agreement and be completed within 12 months of the agreement. Extensions may be granted at the discretion of the CRA Executive Director or designee, contingent upon the applicant's demonstrating just cause for such an extension.

Modifications to the approved final plans or changes to the construction documents, which produce visible differences in the approved façade design, will require review and approval by the CRA and/or CRA staff. Failure to receive such approval shall invalidate the funding agreement, and the agreement will be deemed terminated. In the event the agreement is terminated, and if any grant funds have been disbursed to the applicant by the CRA as provided below, the disbursed funds shall become immediately due and payable to the CRA.

*Disbursements*
Approved projects will receive reimbursement funding in stages upon completion of the project; submission of all required receipts, invoices and documentation; and the occupancy of the building at the following milestones: 75% of the grant award at completion of the improvements, and 25% of the grant award at the first year of occupancy from the completion of the improvements. However, grant funds cannot be used to reimburse the applicant for any work done on the building/property prior to the date of a fully executed Grant Agreement between the applicant and the Community Redevelopment Agency.

Funds will be disbursed by a check payable to the applicant (1) upon certification of completion by a City Building official, or as agreed to with the CRA Executive Director; (2) CRA staff verification that the work was completed as proposed in a satisfactory and professional manner; and (3) submission of all receipts and required documentation, including contractor invoicing, and evidence of payment of funds for reimbursement and match, to CRA staff; and inspection by staff to confirm occupancy of the development. Funds will not be disbursed on projects that are not in accordance with the approved plans.

The City's Community Development Department will make the final determination as to whether the project is complete. Applicants must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, and evidence of payment of funds for reimbursement and match, before grant funds can be disbursed.

*Application Process Summary*
1. Applicant submits a complete application to the CRA office.

2. CRA staff reviews application for completeness, accuracy and eligibility.

3. CRA staff presents recommendation to the CRA Executive Director and/or CRA, as appropriate.

4. Upon approval, the applicant will be notified in writing of the amount of the grant awarded and the documentation that must be provided to staff before funds are released.

# Section 8

**Disclosures**

The Community Redevelopment Agency expressly reserves the right to reject any or all applications or to request additional information from any or all applicants. The CRA retains the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display and advertise properties that receive grant funding.

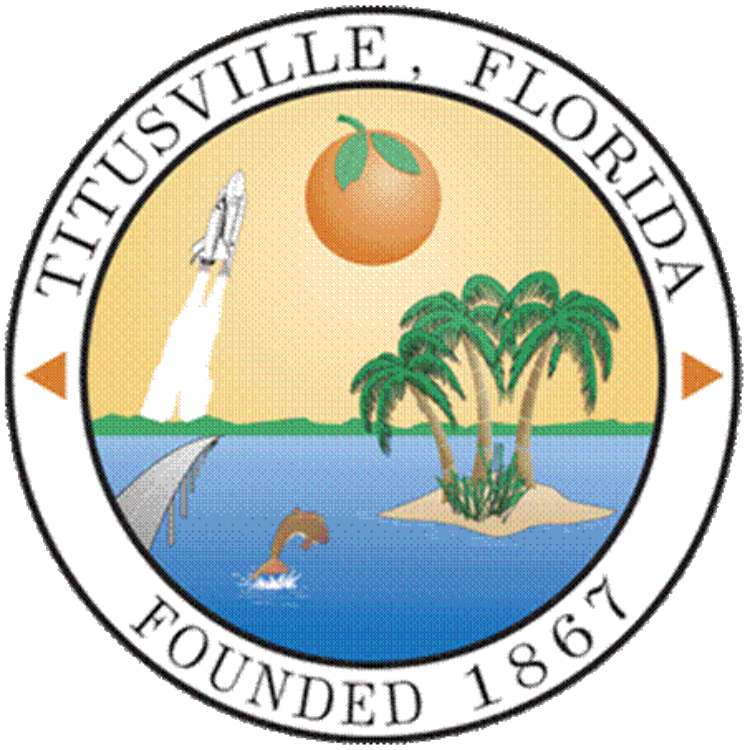
# Section 9

**Contact Information**

Questions related to the application or viability of a proposed project should be directed to CRA staff at (321) 567-3860 or sue.williams@titusville.com

# City of Titusville
## Community Redevelopment Agency

### *Permit & Impact Fee*
### *Incentive Grant Program*
### *Policies and Procedures*



# Section 1

## Program Purpose and Benefits

The Titusville Community Redevelopment Agency (CRA) has found that development permit fees and impact fees can often be a significant cost of a new or expanding business or new multifamily development. These upfront costs often prevent a business or development from expanding or opening its doors. The purpose of the Permit and Impact Fee Grant Program is: (1) To provide an incentive to expand an existing building and/or to put vacant land in the Community Redevelopment Agency (CRA) district into productive use; (2) To build community assets; and (3) To leverage public and private funds that will increase economic activity, building occupancy, job creation and property values to further revitalize downtown Titusville. The goal of the program is to help create an atmosphere of change and growth within the CRA thus facilitating redevelopment through long-term stability. To accomplish this objective, the Program assists eligible property owners and developers to build or expand commercial and certain multifamily development in the CRA, thereby improving the area's physical characteristics, which will lead to increased investment and economic vitality within the CRA district. This grant program is consistent with the intent of Section 163.350, Florida Statutes, specifically "encouraging voluntary rehabilitation" of vacant and/or underutilized properties within the CRA district. The grant program is also consistent with the City of Titusville 2015 Supplemental Redevelopment Plan regarding Economic Incentives in the Downtown specifically the following wording: "By their nature, redevelopment activities can result in economic development opportunities within the redevelopment area. Therefore, CRA activities that may be considered in conjunction with private and public economic development activities include, but are not limited to, the following:

- Assistance with site plan and building permit fees;"

All new construction applying for permit and impact grants must be consistent with the City of Titusville's Community Redevelopment Plan, Downtown Master Plan, the Land Development Regulations and the Adopted Standards Code set forth in the City of Titusville's Code of Ordinances.

Program Objectives

- Eliminate and prevent the spread of blight and the deterioration of properties within the CRA boundaries.
- Stimulate renewed interest and investment by the private sector within the District by helping to eliminate impediments to development and redevelopment.
- Encourage the development of multiple business activities to enhance new business growth, development and job opportunities in the CRA where there is existing infrastructure available for new construction.
- Encourage the development of multifamily residential buildings with more than three (3) dwellings per property within the CRA District, which will bring residents to commercial areas within the CRA to patronize nearby businesses.

The CRA will review and consider each application as measured by the goals, priorities, and objectives of the CRA Master Plan Update, and Florida Statutes Chapter 163.

CRA staff will review applications for completeness and determine if funding is to be recommended. The CRA Executive Director or designee may approve grant applications for Permit & Impact Fee grants of $10,000 or less; applications in excess of $10,000 will

be forwarded to the Community Redevelopment Agency for review of funding approval. Grant funds will be distributed for reimbursement only after completion of the project and approval of the work when a Certificate of Occupancy (C.O.) or Letter of Completion is obtained for the development; the submittal of all receipts, invoices and required documentation has been reviewed by CRA staff; and the occupancy of the new or expanded building at the following milestones: 75% of the grant award at completion of the development, and 25% of the grant award with building occupancy one (1) year from C.O. Applicants for Permit & Impact Fee grant funds must be willing to maintain the property at the structure's condition at the time of C.O. or Letter of Completion for at least five years from the date of receipt of the grant funds.

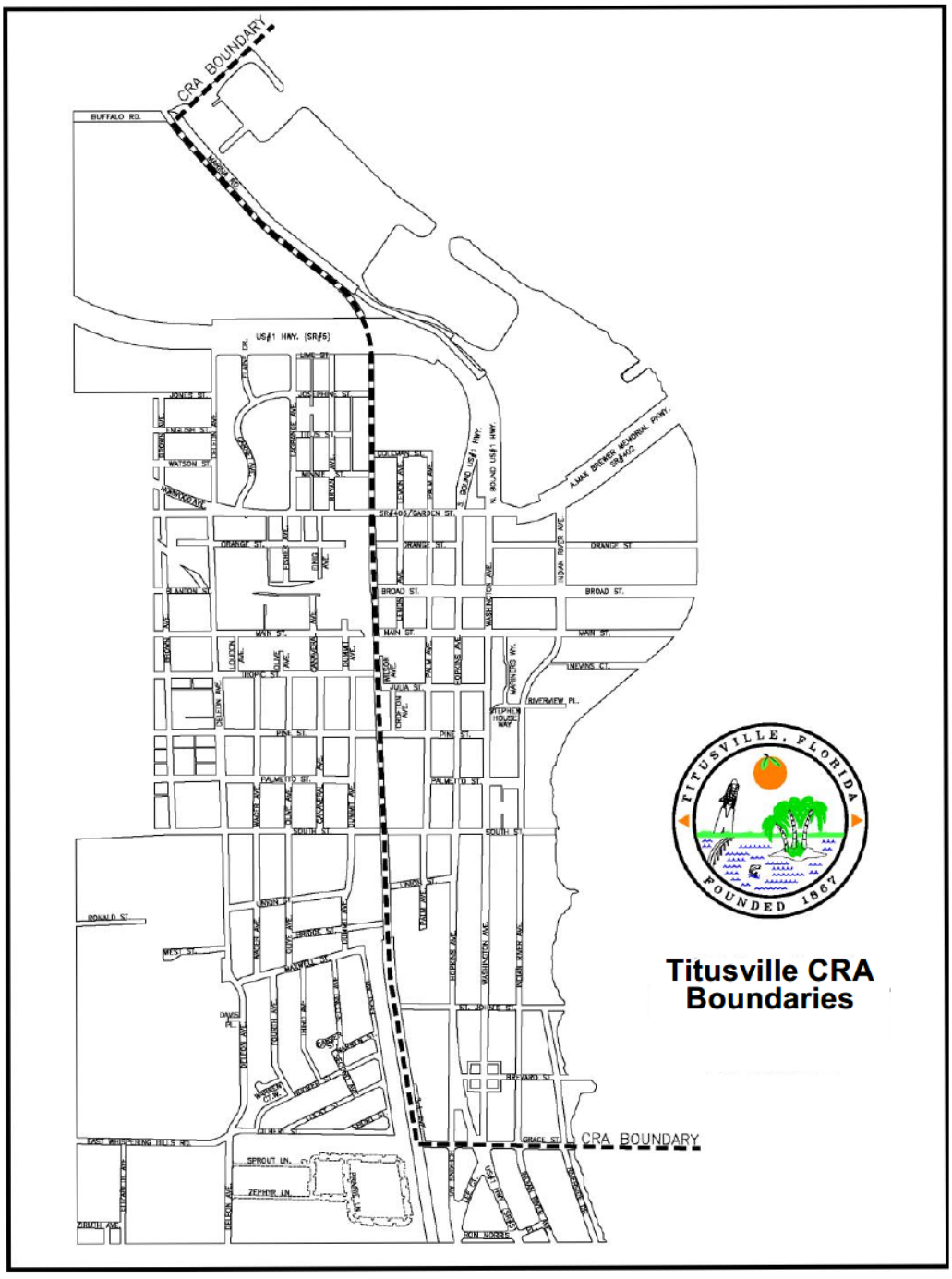
The Grantee shall not be liable to the CRA for repayment of the grant funds provided the Grantee complies with all conditions set forth in the Grant Agreement. The Grantee will however be required to repay the grant funds if within five (5) years from receiving the grant funds, the structure is either destroyed by more than 50% of its assessed value on the date of damage as determined and maintained by the Brevard County Property Appraiser's Office and is not rebuilt within two (2) years or if the building is demolished.

Grant funding is awarded on a first-come, first-served basis depending on availability of funds. Applications must be approved by the appropriate entity (CRA, CRA Executive Director or designee) **before** any construction takes place. Grants will not be awarded for work previously completed or that is in the process of being completed prior to obtaining the necessary approval of the grant.

# Section 2

## Community Redevelopment Area Boundaries

The Downtown Titusville Community Redevelopment Area boundaries can be described as follows: Grace Street to the South, Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West. See the following map.


CRA BOUNDARY
BUFFALO RD.
US#1 HWY. (SR#5)
A.IMA BREWER MEMORIAL PKWY. SR#422
SR#406/GARDEN ST.
ORANGE ST.
BROAD ST.
MAIN ST.
JULIA ST.
PINE ST.
PALMETTO ST.
SOUTH ST.
UNION ST.
WEST ST.
ST. JOHNS ST.
GRACE ST.
CRA BOUNDARY
SPROUT LN.
ZEPHYR LN.
TITUSVILLE, FLORIDA
FOUNDED 1867
Titusville CRA Boundaries

# Section 3

## Eligible Projects and Expenses

A. The Permit and Impact Fee Grant Program offers financial assistance in the form of a reimbursable, matching (50%) grant to the property owner/developer for eligible expenses associated with the construction of new commercial, mixed-use, and multifamily residential principle structures; the expansion of existing commercial, mixed-use, and multifamily principle structures; and the redevelopment and change of a use of a building that requires an impact fee in the CRA district. Items eligible for funding under the program are limited to the following development permits and impact fees:

- Building Permit fee;
- Building Inspection fee;
- Fire Review and Inspection fees;
- Community Development Site Review fees;
- Utilities (Water and Sewer) Impact fee;
- Utilities (Water and Sewer) Connection fees;
- City of Titusville Impact fee, which includes, Transportation, Police, Fire, City Hall, and Public Works; and
- Brevard County Impact fee, which includes Corrections, and Emergency Management Services (EMS).

B. Applications shall require written permission of the property owner, which shall be submitted as part of the grant application, if the applicant is not the property owner. In all cases, the property owner shall be a co-signer to the grant award agreement.

C. The Permit and Impact Fee Program grant funding is subject to being budgeted annually by the CRA Board and awarded on a first-come, first-serve basis. All applications are subject to approval by the CRA Executive Director and/or CRA Board. Making application to the program is NOT a guarantee of funding.

D. All buildings constructed with Program grant funds **must** receive a Certificate of Occupancy or a Letter of Completion upon the completion of the proposed improvements and must comply with all local building codes and Land Development Regulations.

# Section 4

## Ineligible Projects and Expenses

- Permit fees and impact fees for Single Family homes; Duplexes; Drive through facilities; Convenience Stores with or without gas pumps; Warehouses; Self-Storage/Mini-Warehouse facilities; Used Car businesses; Automobile & Vehicle Repair establishments; Vehicle for Hire establishments; Private Clubs; Pawn Shops; Soup Kitchens; Bars, Night Clubs, Lounges or establishments that primarily serve alcohol; projects that will contain sexually oriented businesses, as defined in Section 11-82 of the Titusville Code of Ordinances; and Accessory Structures are NOT eligible types of businesses/developments under this program.

- Developments that will be ad valorem property tax exempt are NOT eligible.

# Section 5

## Program Criteria

1. The proposed development must be within the boundaries of the Downtown Titusville Community Redevelopment Area (Grace Street to the South, Buffalo Road to the North, the Indian River Lagoon to the East and the FEC Railroad tracks to the West).

2. The applicant can be a property owner or a developer. A developer may qualify upon receipt of written consent of the owner of the property. In all cases, the property owner shall be a co-signer to the grant award agreement.

3. Applicants must demonstrate that all necessary financing required to complete the project has been secured and that the applicant is providing matching funds that are at least one-half (½) of the amount of the grant amount being requested. Matching funds will be only for expenses for the listed eligible items noted in Section 3 of this document.

4. Applicants must have received the requisite CRA, CRA Executive Director or designee approval prior to commencement of improvements.

5. All necessary permits and approvals must be obtained from the City of Titusville before work is commenced. All work is to be performed to the satisfaction of City of Titusville officials pursuant to the City's adopted codes and Land Development Regulations.

6. Applicants must agree to maintain the property for at least five years. The Community Redevelopment Agency, CRA Executive Director or designee, as applicable, may approve any changes proposed to the improvements that are $10,000 and less in value. Proposed changes greater than $10,000 in value must be approved by the Titusville CRA.

7. The property must be free from any judgment liens, and all mortgage and tax obligations must be current. The applicant must provide a title search showing that the property is free from any judgement liens, and all mortgage and tax obligations are current and that the lending institutions will provide updated information upon request by the Community Redevelopment Agency.

8. There may be no more than one approval for project funding every two years. A "project" is defined as a single or set of enhancement/renovation activities for an eligible property.

9. The total amount of grant funds available for any one property under this Program is $50,000. Any subsequent applications for the same property in future years will be treated cumulatively for purposes of determining funding eligibility.

# Section 6

## Evaluation Criteria

Grant funds are limited and will be awarded on a first-come, first-served basis. Because one of the primary objectives of the Permit & Impact Fee Grant Program is to eliminate blighted conditions and improve the visual impact of the redevelopment area, applications will be evaluated using the following criteria:

1. Consistency with the goals, principles and objectives of the City of Titusville Community Redevelopment Plan, the Downtown Master Plan and the Urban Design Manual.

2. The proportional value of funds that the applicant pledged to match over and above the 50% minimum match leveraged against CRA funds.

3. Return on investment of CRA funds. Return on investment shall include total cost of eligible permanent interior improvements as well as estimated economic impact based upon strength of business plan presented.

4. Number of new jobs and or permanent residences to be created within the CRA district boundaries.

5. Potential that proposed business/development will enhance economic vitality of businesses within the CRA district, or attract additional businesses within the CRA district boundaries.

6. Mixed use commercial – residential developments that have the greatest potential to reduce traffic impacts within the CRA.

# Section 7

## Application Procedures

A property owner or developer that is interested in participating in the Permit & Impact Fee Program must submit a completed and signed application, along with supporting documentation, to:

**The City of Titusville Community Redevelopment Agency**
**555 South Washington Avenue**
**P.O. Box 2806**
**Titusville, FL 32781-2806**

The City may request an audit of invoices related to the approved project be conducted at the expense of the applicant. In the event an audit of records shows the applicant or applicant's agent or employees has, in the sole opinion of the CRA, utilized grant money in any manner contrary to the intent of the grant, the grant shall be considered null and void and all funds disbursed shall be returned to the CRA within thirty (30) days from the date of notice by the CRA. These remedies are in addition to those provided by law.

CRA staff will review applications for completeness and for compliance with Program criteria. Incomplete applications may be returned for additional information. Projects that do not comply with Program criteria will not be considered for funding.

Under all circumstances, the contractor performing the work must be licensed in the State of Florida, insured and have worker's compensation insurance.

Applicants shall retain the services of and identify the qualified contractor and or design professional to prepare plans, drawings, renderings and construction specifications for their projects.

The CRA will not be responsible in any manner for the selection of a contractor. An applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of licensing and insurance coverage.

### *Pre-Application Meeting*

A pre-application meeting to review the applicant's conceptual plans in an informal setting, including discussion of eligibility criteria, program requirements, costs, funding, proposed project scheduling, and consistency of the proposal with the intent of the Permit & Impact Fee Program. Staff will provide the applicant with a general determination as to whether the proposed project is likely to qualify to receive program grant funds and whether the applicant is sufficiently prepared to move on to the application stage.

Permit & Impact Fee Grant Program applications can be obtained from the City of Titusville Community Redevelopment Agency, Second Floor, City Hall, 555 South Washington Avenue, or from the City's website at www.titusville.com.

### *Submittal Requirements*

1. A completed application form;
2. A project schedule and projected construction budget;
3. Documentation of estimated permit fees and impact fees as calculated by the City of Titusville Building Division;
4. Photographs of the existing site or existing buildings, depending on the situation;
5. A proposed site plan with elevations of the proposed project/development;
6. All non-property owners must have a letter signed and notarized by the property owner giving permission to apply for the grant;
7. Proposed building tenant(s);
8. All other information as required by the Permit & Impact Fee Grant application.

The application and exhibits shall be submitted in paper and digital format. The application package shall be saved to a PDF format on a compact disk, digital video disk or a thumb drive. In addition to the digital application, one (1) hard copy of the application and exhibits shall be submitted.

### *Application Approval*

The CRA Executive Director or designee will approve or deny grant applications of $10,000 and less for Permit & Impact Fee grant funds. Projects of greater than $10,000 will be forwarded to the Community Redevelopment Agency with a recommendation from CRA staff for funding approval or denial. All applicants will receive written notification regarding approval or denial of their application. If an applicant's proposal is approved by the CRA Executive Director/designee or the CRA, as applicable, the applicant will receive written notification of the approval, which will include a grant funding agreement listing the amount of grant funds that are approved and the construction start time.

### *Documentation of Applicant's Funding Source*

The applicant will be required to document the type and source of the project funds on the application submitted to the CRA. Verification of the funding sources will be required before final approval of the grant application.

### *Construction Start*

After the funding agreement has been executed, the applicant may award the construction contract and secure all necessary construction permits. The owner/developer must issue a "Notice to Proceed" to the contractor and apply for a building permit within 60 days of executing the funding agreement. Construction must begin within 180 days of the funding agreement and be completed within 24 months of the agreement. Extensions may be granted at the discretion of the CRA Executive Director or designee, contingent upon the applicant demonstrating just cause for such an extension. Failure to meet the construction start time may result in the forfeiture of the grant award.

### *Disbursements*

Approved projects will receive reimbursement funding in stages upon completion of the project and the occupancy of the building at the following milestones: 75% of the grant award at completion of the development, and 25% of the grant award with building occupancy one (1) year from the C.O. Completion of the project requires receipt of a Certificate of Occupancy or Letter of Completion from the City of Titusville Building Division and submission of all required receipts, invoices and documentation. The final incentive amount and milestone payout amounts will be a reimbursement calculated from the actual costs incurred as confirmed by invoices and other documentation needed to confirm payment of expenses associated with eligible development fees. Grant funds cannot be used to reimburse the applicant for any work done on the building prior to the date of a fully executed Grant Agreement between the applicant and the Community Redevelopment Agency.

Funds will be disbursed by a check payable to the applicant (1) upon certification of completion or occupancy by the City Building official; (2) CRA staff verification that the work was completed as proposed in a satisfactory and professional manner; and (3) submission of all receipts and required documentation, and evidence of payment of funds for reimbursement and match, to CRA staff; (4) and inspection by staff to confirm occupancy of the development. Funds will not be disbursed on projects that are not in accordance with the approved plans.

The City's Community Development Department will make the final determination as to whether the project is complete. Applicants must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, and evidence of payment of funds for reimbursement and match, before grant funds can be disbursed. All eligible requests for reimbursement shall be submitted within thirty (30) days of project completion.

### *Application Process Summary*

1. Applicant submits a complete application to the CRA office.

2. CRA staff reviews application for completeness, accuracy and eligibility.

3. CRA staff presents recommendation to the CRA Executive Director and/or CRA, as appropriate.

4. Upon approval, the applicant will be notified in writing of the approval of the application. Staff will prepare a Redevelopment Grant Agreement for execution by the applicant and the City.

5. Owner/Developer receives building permit approval.

6. Development is constructed and receives Certificate of Occupancy (C.O.) or Letter of Completion.

7. Documentation confirmed by receipts and paid invoices for eligible development fees and charges must be provided to staff and confirmation of development occupancy before grant funds are released.

# Section 8

### Nondiscrimination

The Grant shall be available to anyone meeting the eligibility requirements, and no one shall be denied the benefits of said program because of race, color, national origin or gender.

# Section 9

### Disclosures

The Community Redevelopment Agency expressly reserves the right to reject any or all applications or to request additional information from any or all applicants. The CRA retains the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display and advertise properties that receive grant funding.

# Section 10

### Contact Information

Questions related to the application or viability of a proposed project should be directed to CRA staff at (321) 567-3860.

## NON-COLLUSION STATEMENT

This is to affirm under the threat of perjury, that the undersigned, or representative, agent, member, or officer of the contracting party, has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of the execution of the attached bid and/or contract other than that which appears upon the face of the bid and/or contract.

_____
Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

# City of Titusville

"Gateway to Nature and Space"

REPORT

| | |
|---|---|
| **To:** | Members of the Community Redevelopment Agency |
| **From:** | Thomas Abbate, City Manager |
| **Subject:** | **Commercial Beautification Grant Application - 1220 South Washington Avenue** |
| **Department/Office:** | Community Development |

**Recommended Action:**

Approve the award of a Commercial Beautification Grant in the amount of $49,381.95 to Jasmine Johnson Wells, Agent for Green Essence Global, for property located at 1220 South Washington Avenue in Titusville.

**Summary Explanation & Background:**

Attached for the Board's review is a new application for a Commercial Beautification Grant from Jasmine Johnson Wells, Agent for Green Essence Global, LLC, to assist with exterior improvements to the commercial building located at 1220 S. Washington Avenue within the Downtown Community Redevelopment Area (CRA). The applicant is proposing to renovate and activate the building as a medical marijuana dispensing facility.

A previous Commercial Beautification Grant application for this property was presented to the CRA Board at its August 11, 2026 meeting and was denied. Following the Board's action, the applicant submitted a new application with a revised exterior scope of work and updated contractor quote for consideration at the September 8, 2026 CRA Board meeting.

As part of the new application, PNP Construction, Inc. revised its quote for the exterior scope of work. The following changes were made from the scope presented with the August 11, 2026 application:

- Building Exterior, Sidewalk, Curbing and Storefront Preparation: The previous scope to pressure wash the entire building exterior, sidewalks, curbing, and storefront for $3,500 was replaced with preparation of the entire building exterior, sidewalks, curbing, and storefront for exterior work at a cost of $2,500.
- Removal of Existing Exterior Fixtures: The previous scope for parking lot restriping, ADA parking markings, fire lane markings, and wheel stop repainting at a cost of $3,500 was removed and replaced with removal of a broken air pump and previous business exterior fixtures at a cost of $3,500..

- Irrigation System Repairs and Adjustments: The scope for irrigation system repairs and adjustments was revised from $2,000 to $3,000.

The City of Titusville Community Redevelopment Agency Commercial Beautification (Facade Improvement) Program allows CRA grant funds to be utilized for general improvements to the exterior of commercial structures located within the CRA. Eligible applicants may receive grant funding up to $50,000 per property. The program is a matching grant, with the CRA reimbursing 50% of eligible project costs. Of the approved grant amount, 75% is reimbursed upon completion of the project and 25% is reimbursed following the first year of occupancy after completion of the improvements. All improvements must be consistent with the City of Titusville Community Redevelopment Plan, Downtown Master Plan, Land Development Regulations, and Urban Design Manual.

The intent of the program is to increase commercial occupancy rates and property values within the CRA while contributing to the overall revitalization of the redevelopment area. The program assists commercial property owners with restoring and renovating the exterior of commercial structures to enhance the visual quality of the built environment and encourage private investment, occupancy, and increased property values.

The approval process for the grant program authorizes the CRA Executive Director or designee to approve grant applications up to $10,000. Applications exceeding $10,000 are forwarded to the CRA Board for review and funding approval. Grant funds are distributed only upon completion of the approved improvements and submittal of receipts, invoices, and all required documentation, including applicable building permits, to CRA staff.

Staff reviewed the new application and revised scope of work following the CRA Board's August 11, 2026 action. The revised new application and supporting documentation are attached for the CRA Board's review.

**Alternatives:**
1. Approve less than the eligible grant amount.
2. Do not approve the grant request.

**Item Budgeted:**
Yes

**Source/Use of Funds/Budget Book Page:**
Account #104-5555-565-82-01 Project CR1703 Aid to Private Organizations

**Strategic Plan:**
This addresses the City of Titusville's Strategic Goals and Objectives including:

| Strategic Goal & Objective | Objective Reference | Alignment with Project |
|---|---|---|
| Goal 1: Quality of Life | 1.b - Enhance physical appearance | Renovations include repainting, facade restoration, landscaping, and lighting, which enhance the city's appearance. |
| Goal 1: Quality of Life | 1.f - Encourage a vibrant downtown | Activating a vacant/underused building for professional use adds to the economic vitality of the Midtown area. |
| Goal 2: Efficient & Effective Services | 2.b - Continue partnerships | The grant represents a public-private partnership to facilitate investment in CRA redevelopment. |
| Goal 4: Economic Development | 4.c - Continue redevelopment efforts | Project revitalizes a deteriorated building, supporting the CRA's goal to eliminate blight and reinvest in aging structures. |
| Goal 4: Economic Development | 4.g - Implement well-planned growth | Redevelopment of the property into a functional commercial space supports smart, planned commercial development. |
| Goal 4: Economic Development | 4.h - Encourage managed growth | The use of ADA-compliant access, green space, and updated infrastructure supports principles of attractive and responsible growth. |
| Goal 6: Community Design *(Implied)* | 6.a - Improve community design | The project adheres to the Urban Design Manual, improving consistency in urban form and design standards. |

In addition, this project will impact the goals and policies established in the adopted 2022 CRA Plan. This includes but is not limited to;

| Goal / Policy / Strategy | Description & Project Alignment |
|---|---|
| Goal 4.1 – Increase private sector investment, small business development, and economic activity within the CRA | The project incentivizes private reinvestment in a vacant property, stimulating job creation, tax revenue, and small business growth. |
| Objective 4.1.1 – Increase utilization of undeveloped and underutilized parcels | The currently vacant building will be activated into usable office space, increasing occupancy in the CRA. |
| Policy 4.1.1.3 – Support adaptive reuse of underused commercial or historic structures | The building, constructed in 1925, is a prime example of a historic structure being rehabilitated and reused productively. |
| Goal 3.1 – Preserve and promote Titusville’s historic assets and resources | The project helps restore the exterior of a historic structure while improving its utility and appearance. |
| Policy 3.1.1.5 – Encourage rehabilitation and adaptive reuse of historic buildings | This renovation specifically includes façade restoration, window and door replacements, and ADA upgrades—all eligible improvements for historic preservation. |
| Goal 5.1 – Create safe and accessible | Project features such as ADA ramps, parking |

| | |
|---|---|
| public spaces within the CRA | accessibility upgrades, and safety lighting improve accessibility and public safety. |
| Policy 5.1.1.3 – Encourage ADA and universal design improvements by private property owners | The installation of an ADA-compliant ramp and parking lot contributes directly to equitable access and compliance. |
| Goal 1.2 – Collaborate with agencies and groups to foster redevelopment | The grant program reflects the CRA's collaboration with private stakeholders to accomplish revitalization goals. |
| Redevelopment Strategy – Support Planned and Programmed Redevelopment in the CRA | The program guides private improvements consistent with public goals of façade revitalization and historic preservation. |
| Redevelopment Strategy – Reinforce CRA Branding and Marketing | Enhanced façade appearance strengthens the district's character and downtown identity. |
| CRA Vision – Traditional Town Center and Sense of Place | Restoring historic exteriors and improving walkability supports the long-term vision of an attractive, vibrant traditional downtown. |

**Strategic Plan Impact:**

This grant project directly aligns with the CRA's purpose to reduce blight, restore historic properties, and stimulate long-term reinvestment and revitalization in Titusville's Midtown Subdistrict. This exemplifies the intended impact of the Commercial Beautification Grant Program.

**ATTACHMENTS:**

1. Exterior Application- Updated
2. Owners Consent
3. Brevard- Tax account (1)
4. Final Executed Green Essence Dispensary - 1220 S Washington Ave, Titusville, FL (1)
5. Titusville COI (4)
6. Sunbiz
7. Title Search (1)
8. 2026-01-30 GUD TITUSVILLE - PERMIT SET (2)
9. B4Solutions_Security Quote (2)
10. Coast Line Lights Quote
11. Coast Line Sign Quote
12. Fast Signs Quote
13. Security First Quote
14. SR Construction Quote
15. PNP Construction updated (2)
16. PNP Quotes for comparison September 3 CRA
17. IMG_2967
18. IMG_2971 2
19. IMG_2976
20. IMG_2977

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31. image000005
32. image000006
33. IMG_2965
34. IMG_2966
35. IMG_2978
36. rendering
37. Titus map view parking 1

August 25, 2026

City of Titusville
Community Redevelopment Agency
555 South Washington Avenue
Titusville, FL 32796

**RE: Commercial Beautification (Facade) Improvement Grant Application - GUD Essence, 1220 S. Washington Avenue, Titusville, Florida 32780**

To Whom It May Concern:

On behalf of GUD Essence, we are pleased to resubmit this application for the City of Titusville Community Redevelopment Agency Commercial Beautification (Facade) Improvement Grant Program for the property located at 1220 S. Washington Avenue in Titusville, Florida.

GUD Essence is investing in the activation of this commercial property as a modern medical cannabis and wellness retail location within the Downtown Titusville Community Redevelopment Area. The proposed exterior **work will improve the appearance, visibility, lighting, signage, perimeter security, customer-facing access, and overall site presentation** while supporting private investment and commercial activity along the South Washington Avenue corridor.

Consistent with the most recent project direction, this application budget includes the selected exterior/security scope while keeping the security and access supporting quotes in a separate supporting document. The exterior beatification scope includes exterior site and appearance improvements, signage, exterior lighting, the exterior security and access package, and a 50% allocation of shared network/NVR/rack infrastructure that supports both the exterior and interior security systems.

GUD Essence respectfully requests grant participation in the amount **of $49,381.95**, representing 50% of the selected eligible exterior project cost of **$98,763.90**. The company will provide the required matching funds and understands that reimbursement, documentation, inspections, final eligibility, and approval are subject to City and CRA review.

Sincerely,

Jasmine Johnson
Chief Executive Officer
Green Essence Global, LLC D/B/A GUD Essence

City of Titusville Planning
Department 555 South Washington
Avenue Titusville, FL 32781

# APPLICATION

321.567.3860

## CITY OF TITUSVILLE COMMUNITY REDEVELOPMENT AGENCY

### DOWNTOWN TITUSVILLE COMMUNITY REDEVELOPMENT AREA

**COMMERCIAL BEA UTIFICATION (FAÇADE) IMPROVEMENT PROGRAM** I. APPLICANT AND BUSINESS INFORMATION

Date of Application: August 25, 2026

Name of Applicant: Jasmine Johnson Wells

Name of Business: Green Essence Global, LLC D/B/A GUD Essence

Business Address: 1220 S. Washington Avenue, Titusville, FL 32780

Telephone Number: (305) 467-8770 Fax Number: N/A

E-mail Address: jjohnson@gudessence.com

Type of Business: Medical Cannabis Dispensary / Wellness Retail

Parcel ID Number: 22-35-03-56-10-12

Are there any liens or existing Code violations on the property? _____ Yes __X__ No

N/A If yes, briefly explain (attach additional pages if needed): _____

ZONING DESIGNATION – NOTE: This section to be reviewed and completed by the City of Titusville Planning Department (321.567.3860):

DMU Sub-district: _____ Land Use: _____ Use is in compliance: _____ Use in not in compliance:

Planner/Reviewer and Date: _____

BUILDING PERMITS – NOTE: This section to be reviewed and completed by the City of Titusville Building Department (321.567.3765):

Building Permit(s) will be needed: No _____ Yes **X**

If yes, what permits will be required? Signage / Exterior Lighting

Building Official/Reviewer and Date: _____

## II. PROPERTY OWNER INFORMATION (if different from Applicant)

Name of Property Owner: Titusville Outparcel LLC

Telephone Number: (407) 487-4839 E-mail Address: nick@alakai-capital.com

Business Address: 33 East Robinson Street, Suite 210, Orlando, FL 32801

## . PROJECT FINANCING INFORMATION

Total Project Cost: $ **98,763.90**

Attach at least two bids from a licensed contractor

Bid One
Contractor Name: P.N.P. Construction Bid Amount: $ 48,000.00

Bid Two
Contractor Name: SR Construction Bid Amount: $ 69,758.78

Bid One
Contractor Name: Coastline Wholesale Signs & LED Displays Bid Amount: $ 28,499.00

Bid Two
Contractor Name: Fast Signs Bid Amount: $ 70,955.05

Bid One
Contractor Name: B4 Solutions Bid Amount: $ 22,264.90

Bid Two
Contractor Name: Security 101 Bid Amount: $ $48,522.04

Amount of Grant Funds Requested: $ **49,381.95**
(The applicant must provide proof of available funding for the full project cost. The City of Titusville will reimburse 50% of the project cost as grant funds. The maximum grant amount is $50,000) For projects valued at $5,000 or less, the City of Titusville will reimburse 60% of the project cost as grant funds.

How will applicant's portion of the project be financed?
(Verification of funding sources will be required before final approval of the grant application.)
(Attach additional sheets if necessary)

See Attachment A - Financing Narrative.

## IV. PROJECT SUMMARY

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the nature of the project and address the improvements that will be made and the timetable for completing the proposed improvements. Attach additional pages if necessary. Note: A site visit with the applicant may be necessary to understand the scope and nature of the project.

See Attachment A - Project Summary, Budget, Timeline, and Financing Narrative.

## IV. ADDITIONAL SUBMISSIONS (required)

1. Provide color photographs (minimum of 4 inch X 6 inch if not digital) of the existing building exterior showing all sides of the structure, with emphasis on the area to be improved.

2. Renderings or conceptual drawings of the proposed project at completion.

3. Two bids from a licensed contractor detailing the following:

a. Description of the materials to be used and the construction procedure.
b. Itemized cost estimate of the project.

4. A legal description of the property.

5. Proof of property ownership (deed) or, if a tenant, a copy of the lease.

6. Tenants must provide written documentation verifying the property owner authorizes and approves the proposed enhancements. In all cases the property owner shall be a co-signer of the grant agreement document.

7. Proof of property insurance.

8. A title search provided by the applicant showing that the property is free from any judgement liens and that all mortgage and tax obligations are current.

## V. CERTIFICATION

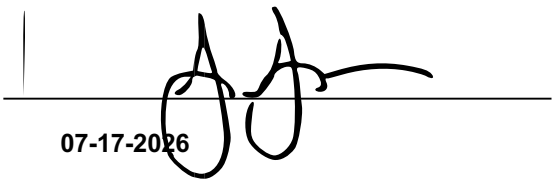
Please read the following and sign below. **All owners, authorized corporate officers, or partners must sign this application.**

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided. The CRA retains the sole decision as to whether this grant application is approved, disapproved, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project for not less than five years.

Name (print) : JASMINE JOHNSON

Title : Chief Executive Officer



**07-17-2026**

Name (print): Nicholas Jones

Title: Owner

Signature

Signature



Date

Date **07-17-2026**

# Attachment A - Project Summary and Financing Narrative

**Applicant:** Green Essence Global, LLC D/B/A GUD Essence
**Project Location:** 1220 S. Washington Avenue, Titusville, FL 32780
**Parcel ID:** 22-35-03-56-10-12
**Program:** City of Titusville CRA Commercial Beautification (Facade) Improvement Program

## Project Overview

GUD Essence is investing in exterior improvements to activate 1220 S. Washington Avenue as a modern medical cannabis and wellness retail location within the Downtown Titusville Community Redevelopment Area. The project will improve storefront visibility, customer access, lighting, signage, perimeter security, and overall site appearance while supporting private investment and commercial activity along the South Washington Avenue corridor.

## Scope of Work

The beautification scope includes exterior restoration; exterior finish upgrades; repair and repainting of parking-area striping; removal of outdated exterior fixtures; signage electrical work; new branded GUD Essence wall signage; pole/pylon sign improvements; LED conversion; and installation costs; exterior lighting upgrades; exterior-facing security/access components; and a proportional allocation of shared network/NVR/rack infrastructure supporting exterior security coverage.

## Project Budget - Selected Eligible Exterior Scope

| Cost Item / Contractor | Description | Amount |
|---|---|---|
| P.N.P. Construction | Exterior/site appearance work, including landscape, repair of dumpster and curb area, exterior prep, parking lot repair/repainting, old fixture removal, roof repair and signage electrical circuits. | $48,000.00 |
| Coastline Wholesale Signs & LED Displays | Exterior signage scope, including wall sign, pole sign improvements, LED conversion and installation. | $19,772.00 |
| Coastline Wholesale Signs & LED Displays | Exterior lighting scope, including removal of four existing parking-lot lights and installation of six modern LED fixtures and related materials. | $8,727.00 |
| B4Solutions - Exterior Security & Access | Exterior security/access package for building perimeter visibility, exterior entry coverage, and exterior-facing access points. | $16,561.65 |
| B4Solutions - Shared Network/NVR/Rack Allocation | 50% allocation of shared network, NVR, rack, PoE switching, backup storage, UPS, patching, and system backbone infrastructure supporting both exterior and interior security/access packages. | $8,808.40 |
| **Total Selected Eligible Exterior Project Cost** | | **$98,763.90** |
| **Grant Funds Requested** | 50% reimbursement of selected eligible exterior costs. | **$49,381.95** |
| **Applicant Match / Remaining Cost** | Financed through applicant capital and available project funds. | **$49,381.95** |

## Security/Access Quote Note

The security/access supporting quotes are maintained as a separate supporting document and are not appended to this application packet. B4Solutions is treated as the selected lower security/access vendor, with a total security/access project investment of $53,690.80. Security 101 / Verkada is included separately as the comparative security/access quote, with a total investment of $74,226.14. The shared B4Solutions infrastructure cost is allocated 50% to the exterior reimbursement request and 50% to the interior reimbursement request to avoid double counting.

## Project Timeline

Remaining eligible work and closeout activities will proceed after City review, grant approval, permit approval as applicable, and execution of the grant agreement. The anticipated completion timeline is approximately 90 days from final approval, subject to contractor scheduling, inspections, material availability, and City requirements.

## NOTICE OF COMMENCEMENT

STATE OF FLORIDA

COUNTY OF BREVARD

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: (legal description of property, and street address if available)

| 22 | 35 | 03 | 56 | 10 | 12 |
|---|---|---|---|---|---|
| Township | Range | Section | Subdivision | Block | Lot |

1220 S WASHINGTON AVENUE, TITUSVILLE, FL 32780

2. General description of improvement: INTERIOR ALTERATION FOR MEDICAL MARIJUANA DISPENSARY.
3. Owner information:
   a. Name and address: Titusville Outparcel LLC - 33 East Robinson St, Suite 210, Orlando, FL 32801
   b. Phone number: 407.487.4839
   c. Name and address of fee simple titleholder (if other than owner): _____
4. Contractor:
   a. Name and address: PNP CONSTRUCTION; 1640 SALMON ST, ST CLOUD FL 34769
   b. Phone number: 4073016526
5. Surety:
   a. Name and address: _____
   b. Amount of bond $ _____
   c. Phone number: _____
6. Lender:
   a. Name and address: _____
   b. Phone number: _____
7. Persons with the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
   a. Name and address: _____
   b. Phone number: _____

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:

   a. Name and address: _____

   b. Phone number: _____

9. Expiration date of notice of commencement (the expiration date is one (1) year from the date of recording unless a different date is specified) _____

**WARNING TO OWNER:** ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

_____
Signature of Owner ~~or Owner's~~ Authorized Officer/Director/Partner/Manager

Manager - Nicholas Jones — Titusville Outparcel, LLC
Signatory's Title/Office

State of Florida

County of Orange

Subscribed and sworn to before me, by X physical presence or _____ online notarization, this 12 day of, March, 20 26, personally appeared Nicholas Jones, who is personally known to me or produced _____ as identification, and who did / did not take an oath.

_____
Notary Public Signature

Seal

Notary Public State of Florida
Lance J. Samardge
My Commission HH 742787
Expires 11/19/2029

**Verification pursuant to Section 92.525, Florida Statutes**

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

_____
Signature of ~~natural~~ person signing above

Search > Account Summary

# Real Estate Account #2201102

**Owner:**
Titusville Outparcel LLC

**Situs:**
1220 S WASHINGTON AVE
TITUSVILLE

Parcel details
Form to Change Mailing Address
Property Appraiser
VAB Withdrawn

**Get Bills By Email**
Sign up

## Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your most recent payment was made on **11/24/2025** for **$4,559.24**.

## Account History

| BILL | AMOUNT DUE |
|---|---|
| 2025 Annual Bill | $0.00 |
| | Print (PDF) |
| 2024 Annual Bill | $0.00 |
| | Print (PDF) |
| 2023 Annual Bill | $0.00 |

| | |
|---|---|
| | Print (PDF) |
| **2022 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2021 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2020 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2019 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2018 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2017 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2016 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2015 Annual Bill** | $0.00 |
| | Print (PDF) |
| **2014 Annual Bill** | $0.00 |
| | Print (PDF) |

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E-Check Payments: E-Check payments are **FREE**! *May not be used to pay delinquent property taxes, E-Titles or toll violations

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

# LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 28th day of November, 2025, is made between TITUSVILLE OUTPARCEL LLC, a Florida limited liability company ("Landlord") and GREEN ESSENCE GLOBAL, LLC, a Florida limited liability company ("Tenant").

**1. SUMMARY OF BASIC LEASE PROVISIONS.** The following is a summary of the basic terms of this Lease. In all instances, the basic terms set forth in this Section 1 are subject to the main body of the Lease in general, and to those sections noted in parentheses in particular.

| | | |
|---|---|---|
| **1.1** | **TENANT'S NAME AND ADDRESS:** | Green Essence Global, LLC<br>500 NW 54th Street<br>Miami, Fl 33127<br>Phone: 304-467-8770<br>Email: jjohnson@gudessence.com |
| **1.2** | **PREMISES ADDRESS:** | 1220 S Washington Ave<br>Titusville, FL 32780 |
| **1.3** | **INITIAL LEASE TERM:** | One hundred eighty (180) months from the Rent Commencement Date (pursuant to Section 4). |
| **1.4** | **COMMENCEMENT DATE:** | The date this Lease is fully executed by both parties (pursuant to Section 2.3). |
| **1.5** | **LEASE END DATE:** | The final day of the month which is the one hundred eightieth (180th) month after the Rent Commencement Date (pursuant to Section 4 and subject to extension pursuant to Section 4.1). |
| **1.6** | **BASE RENT:** | $155,000.00 for the first Lease Year, and thereafter increased by three percent (3%) each year beginning with the second Lease Year (pursuant to Section 5.1 below). |
| **1.7** | **ADDITIONAL RENT:** | See Sections 2.1 and 5.2. |
| **1.8** | **RENT COMMENCEMENT DATE:** | The date which is four (4) months following the Tenant Turnover Date (as defined in Section 2.22 below). |
| **1.9** | **TENANT'S USE:** | ***Subject to the terms of Exhibit D attached hereto***, Tenant shall utilize the Premises as a medical marijuana treatment center and dispensing facility pursuant to and in accordance with applicable law and a facility for recreational marijuana |

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

use only in the event marijuana becomes legalized for such use in the State of Florida (pursuant to Section 6.1).

**1.10 SECURITY DEPOSIT:** Intentionally Omitted

**1.11 PREPAID RENT:** Intentionally Omitted

## 2. DEFINITIONS.

**2.1 Additional Rent.** The term "Additional Rent" shall mean all sums and charges payable under this Lease other than Base Rent.

**2.2 Base Rent.** The term "Base Rent" shall have the meaning specified in Section 5.1.

**2.3 Commencement Date.** The term "Commencement Date" shall mean the date the lease is fully executed by both parties.

**2.4 Common Areas.** The term "Common Areas" shall mean any area within the Retail Property designated by the Landlord as being for the use generally of tenants, patrons, employees and invitees of the Retail Property and shall include parking areas, landscaped areas, service, equipment and utility areas, walks, public stairs, elevators, corridors or other shared areas or spaces. Tenant shall take no action to interfere with the common usage of all such areas.

**2.5 Environmental Laws.** The term "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises.

**2.6 Hazardous Substance.** The terms "Hazardous Substance" or "Hazardous Substances" means those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products. "Hazardous Substance" includes but is not restricted to asbestos and polychlorobiphenyls ("PCBs").

**2.7 Initial Lease Term.** The term "Initial Lease Term" shall have the meaning specified in Section 4.

**2.8 Landlord's Insurance.** The term "Landlord's Insurance" shall have the meaning specified in Section 9.1.

**2.9 Landlord's Work.** The term "Landlord's Work" shall have the meaning specified in Section 3.2.

**2.10 Lease Term.** The term "Lease Term" shall mean the Initial Lease Term and any Option Term, if exercised, unless sooner terminated under this Lease.

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**2.11 Lease Year.** The term "Lease Year" as used herein shall mean each twelve (12) month period following the Rent Commencement Date; provided, however, that if the Commencement Date is not the first day of a month, the first Lease Year shall be deemed to include any partial month at the beginning of the Lease Term.

**2.12 Operating Expenses.** The term "Operating Expenses" shall have the meaning specified in Section 5.2.1.

**2.13 Premises.** The term "Premises" shall mean the approximately **2,009 square feet** building and site as depicted and outlined in red on the Site Plan attached hereto as ***Exhibit B*** (being a portion of the Retail Property), together with any and all easements, appurtenances, equipment, fixtures and other improvements and rights and privileges now or hereafter attached or belonging thereto. The square footage of the Premises stated herein is conclusively deemed to be the actual square footage without regard to any subsequent re-measurement.

**2.14 Rent.** The term "Rent" shall mean the sum of Base Rent and all Additional Rent payable by Tenant to Landlord hereunder.

**2.15 Rent Commencement Date.** The term "Rent Commencement Date" shall mean the date which is four (4) months following the Tenant Turnover Date.

**2.16 Retail Property.** The term "Retail Property" shall mean the real estate more particularly described in ***Exhibit A***, together with the Premises and any other improvements located thereon.

**2.17 Intentionally Omitted.**

**2.18 Tenant.** The term "Tenant" shall be deemed to include Tenant and its subtenants, concessionaires and any person occupying the whole or any part of the leased Premises.

**2.19 Tenant's Certificate.** The term "Tenant's Certificate" shall have the meaning specified in Section 18.3.

**2.20 Tenant's Insurance.** The term "Tenant's Insurance" shall have the meaning specified in Section 9.2.

**2.21 Tenant's Work**. The term "Tenant's Work" shall have the meaning specified in Section 3.3 and ***Exhibit C***.

**2.22 Tenant Turnover Date.** The term "Tenant Turnover Date" shall mean the date upon which Landlord delivers the Premises to Tenant, as required by this Lease.

## 3. PREMISES AND MODIFICATIONS TO PREMISES.

**3.1 Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to and in accordance with the remaining terms and conditions of this Lease.

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**3.2 No Modification by Landlord.** As set forth in Section 11.1 of this Lease, Landlord shall deliver the Premises in broom clean condition with all the prior Tenant's furniture, fixtures and equipment removed from the Premises. Landlord shall warrant that the roof, structure shall be in good working order as of the Tenant Turnover Date.

**3.3 Modification by Tenant.** Any modifications to the interior or exterior of the Premises ("Tenant's Improvements") shall be done by Tenant, at Tenant's cost and expense, in accordance with Tenant's plans and specifications, which shall require approval in writing by Landlord prior to commencement of any such work ("Tenant's Work"). Tenant's construction contract and space plan shall also require the Landlord's prior approval. Landlord's approval under this Section 3.3 shall not be unreasonably withheld and shall be deemed given if not denied in writing within ten (10) business days after Tenant's written request is delivered to Landlord accompanied by detailed plans and specifications and a copy of the proposed construction contract for Tenant's Work. All work shall be done in a good and workmanlike manner. Tenant shall keep the Premises free and clear of liens for labor and materials furnished for Tenant's Improvements and provide Landlord with copies of lien waivers from Tenant's general contractor and all subcontractors. All of Tenant's Improvements shall meet the requirements of applicable public authorities. Tenant shall utilize its own contractor and architect, pay all costs, fees, permits and obtain all approvals from Titusville and all other applicable governmental authorities for its design and construction. Upon completion of Tenant's Improvements or prior thereto, upon Landlord's request, Tenant shall provide Landlord with a complete set of "as built" drawings.

**3.4 Tenant Improvement Allowance.** Tenant agrees that all costs of Tenant's Work shall be Tenant's exclusive responsibility. However, Landlord agrees to reimburse Tenant for the costs of Tenant's Work ("Tenant's Costs") up to a maximum of Three Hundred Fifty Thousand Dollars ($350,000.00) (the "Allowance") on the terms and conditions set forth in this Section 3.4.

**3.4.1** Tenant's Costs shall be deemed to refer to the direct out-of-pocket costs incurred by Tenant for the construction of Tenant's Work, as defined in this Lease, including building related architectural and engineering fees, permits and plan check fees, but in no event more than the amount actually expended by Tenant for Tenant's Work. Tenant's Costs shall not include the cost of trade equipment, movable or removable fixtures or furniture. Tenant shall be solely responsible for the payment of Tenant's Costs in excess of the Allowance.

**3.4.2 Progress Disbursements.** During Tenant's Work, Landlord shall reimburse Tenant—in the aggregate not to exceed fifty percent (50 %) of the Allowance—for the cost of work in place. Tenant may submit draw requests no more than once every fourteen (14) calendar days. Each draw request must include:

1. An itemized draw statement, signed by Tenant's licensed general contractor, that lists every trade or material line item together with (a) the percentage of completion for each line item and (b) the dollar amount sought for work installed during the current draw period;

2. Evidence of matching funds, showing that Tenant has already paid at least an equal amount toward the same work (the "matching-funds" requirement); and

3. Current, unconditional partial lien waivers from the general contractor and all subcontractors covering the sums disbursed under the immediately preceding draw.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

Landlord shall fund any approved draw within ten (10) business days after receiving a complete draw package, subject to bank requirements if applicable.

**3.4.3 Final Disbursement.** The remaining fifty percent (50 %) of the Allowance shall be reimbursed within thirty (30) days after Landlord's receipt of Tenant's written request and satisfaction of the following requirements:

(1) Tenant has submitted to Landlord a copy of all permits with all signoffs executed and indicating all governmental inspections, to the extent required, have been passed and a Certificate of Occupancy issued to Tenant;

(2) Tenant has delivered to Landlord the executed and sworn statement of the general contractor(s) listing all subcontractors and material suppliers and the amounts each has been paid for work and materials supplied to the Premises, final, unconditional lien waivers and releases from all contractors, subcontractors and material suppliers involved in Tenant's Work (including but not limited to those that have served a notice to owner), and a Notice of Termination of Notice of Commencement, each in statutory form, for all of Tenant's Work;

(3) Tenant has completed Tenant's Work in accordance with the approved plans, except for minor punch list items, in a good and workmanlike manner and subject to Landlord's architect's confirmation of compliance with approved plans;

(4) Tenant is not in default of any term or condition of this Lease as of such date, and no event has occurred which, given the passage of time for giving of notice, could be declared a default under this Lease;

(5) Tenant has submitted to Landlord invoices and proof of payment (as is reasonably satisfactory to Landlord) for Tenant's Work (specifically excluding trade equipment, movable or removable fixtures or furniture);

(6) Tenant has delivered to Landlord digital copies of all permitted plans and final as-builts;

(7) Tenant has delivered to Landlord any applicable warranties;

(8) Tenant has opened for business to the general public, fully staffed, stocked and fixtured; and

(9) Landlord has received the first (1st) monthly installment of Rent due under this Lease.

**3.4.4 Early Termination / Repayment of Allowance.** Except as expressly provided below, if the Lease terminates before the Lease End Date because of (a) Tenant's uncured default or (b) any voluntary termination elected by Tenant, Tenant shall reimburse Landlord for the unamortized amount of the Allowance on a straight-line basis from the date(s) of disbursement through the scheduled Lease End Date. Notwithstanding the foregoing, Tenant shall have no repayment obligation if the Lease ends (i) by condemnation or other taking under Article 15.1 —including the mutual termination right in § 15.1.3—

(ii) by fire or other casualty under Article 15.2 —including the mutual termination right in § 15.2.2—or (iii) under any termination right exercised by Landlord that is not triggered by Tenant default (for example, Landlord's acquisition contingency in § 20.1).

**4. TERM.** The initial term of this Lease shall begin on the Rent Commencement Date and shall continue thereafter for a period of **one hundred and eighty (180) months**, unless sooner terminated pursuant to the terms hereof ("Initial Lease Term"). The expiration of the Lease Term shall be the final day of the month which is the one hundred eightieth ($180^{th}$) month after the Rent Commencement Date, subject to Section 4.1 below.

**4.1 Option to Extend.** Provided that Tenant shall not have been in monetary default on two (2) or more times in any one (1) calendar year period under the terms of this Lease at any time during the Initial Lease Term of this Lease, and provided that Tenant is not in default at the time that it exercises either of its extension options hereunder, Landlord hereby grants to Tenant the right and option to extend and renew this Lease upon the same terms and conditions (except for Base Rent) for two (2) additional, successive periods of sixty (60) months each, following the expiration of the Initial Lease Term (each, an "Option Term"). Tenant shall exercise its first option to extend by giving Landlord written notice of the extension, at least one hundred eighty (180) days prior to the date of expiration of the Initial Lease Term and Tenant shall exercise its second option to extend by giving Landlord written notice of the extension, at least one hundred eighty (180) days prior to the date of expiration of the first Option Term (each, a "Tenant's Extension Notice"). Both options to extend shall lapse in the event of an assignment to an unaffiliated entity or full sublease of the Premises to other than an affiliated entity in accordance with Section 13. Base Rent for any extended term shall be determined pursuant to Section 5.1.1. If either party engages a real estate broker or salesperson to negotiate the lease extension, that party shall be responsible for 100% of any commissions due to any such broker or salesperson as a result. In the event Tenant shall default in the payment of money under the terms of this Lease two (2) or more times in any one (1) calendar year period at any time during the Initial Lease Term of this Lease, and even if any such default has been cured by Tenant, then the options to extend granted by this Section 4.1 may be terminated by Landlord and expire and be of no further force or effect.

**4.2 Holdover Rent.** In the event Tenant remains in the Premises after the expiration or termination of this Lease, the Base Rent during the holdover period shall be 200% of the most recent Base Rent payable prior to the lease expiration or termination, unless otherwise agreed to by Landlord in writing.

**4.3 Intentionally Deleted**

**4.4 Delay in Delivery**. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on or before the Tenant Turnover Date (as defined in Section 2.22, above). Landlord's non-delivery of the Premises to Tenant on or before the Tenant Turnover Date shall not affect this Lease or the obligations of Tenant under this Lease, but all of the dates set forth in this lease shall be extended by the period of Landlord's delay in delivery.

**5. RENT.** Base Rent shall commence on the Rent Commencement Date, Operating Expenses shall commence on the Rent Commencement Date, both payable as follows:

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

**5.1 Base Rent.** Tenant covenants and agrees to pay to Landlord in advance by the first (1st) day of each calendar month of the Lease Term, and without offset or deduction of any kind, monthly installments of the annual Base Rent as follows:

| Month Start | Month End | $/annual | Base Rent/Month | Additional Rent |
|---|---|---|---|---|
| 1 | 12 | $155,000.00 | $12,916.67 | Plus Additional Rent |
| 13 | 24 | $159,650.00 | $13,304.17 | Plus Additional Rent |
| 25 | 36 | $164,439.50 | $13,703.29 | Plus Additional Rent |
| 37 | 48 | $169,372.69 | $14,114.39 | Plus Additional Rent |
| 49 | 60 | $174,453.87 | $14,537.82 | Plus Additional Rent |
| 61 | 72 | $179,687.48 | $14,973.96 | Plus Additional Rent |
| 73 | 84 | $185,078.11 | $15,423.18 | Plus Additional Rent |
| 85 | 96 | $190,630.45 | $15,885.87 | Plus Additional Rent |
| 97 | 108 | $196,349.36 | $16,362.45 | Plus Additional Rent |
| 109 | 120 | $202,239.84 | $16,853.32 | Plus Additional Rent |
| 121 | 132 | $208,307.04 | $17,358.92 | Plus Additional Rent |
| 133 | 144 | $214,556.25 | $17,879.69 | Plus Additional Rent |
| 145 | 156 | $220,992.94 | $18,416.08 | Plus Additional Rent |
| 157 | 168 | $227,622.73 | $18,968.56 | Plus Additional Rent |
| 169 | 180 | $234,451.41 | $19,537.62 | Plus Additional Rent |

Late charges for failure to pay Base Rent shall be assessed in accordance with Section 16.5.

**5.1.1 Base Rent for Option Term**. Upon Landlord's receipt of Tenant's Extension Notice for the first Option Term, the Base Rent due during the first year of the first Option Term shall be equal to the Base Rent for the last month of the previous year increased by Three Percent (3%) and the Base Rent shall increase each year thereafter by an additional Three Percent (3%). Upon Landlord's receipt of Tenant's Extension Notice for the second Option Term, the Base Rent due during the first year of the second Option Term shall be equal to the Base Rent for the last month of the previous year increased by Three Percent (3%) and the Base Rent shall increase each year thereafter by an additional Three Percent (3%).

**5.1.2 Payment of Rent**. Until further notice by Landlord to Tenant, rent payments shall be payable and delivered to:

Titusville Outparcel LLC
33 East Robinson Street
Suite 210
Orlando, FL 32801

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

**5.1.3 Pro Rata Base Rent**. If the Rent Commencement Date occurs on a day other than the first (1st) day of a calendar month, the Base Rent at the monthly rate shall be prorated upon the basis which the number of days of the Term of this Lease in such month bears to the total number of days in such month, and as so prorated shall be paid forthwith upon the Rent Commencement Date.

**5.2 Additional Rent**. Upon the Commencement Date, Tenant covenants and agrees to pay, as Additional Rent, Tenant's Single-Tenant Pass-Throughs (as defined in § 5.2.4 below) as well as sales and use tax imposed on Rent or any other sums payable hereunder from time to time by state law or any other governmental entity. Tenant's share of Operating Expenses shall be in the same proportion to the total Operating Expenses as the rentable square foot floor area of the Premises is to the rentable square foot floor area of all buildings located on the Retail Property, subject to calculations for separately metered utilities adjustments and any other special circumstances which may affect Tenant's pro rata allocation. Upon the Commencement Date, but subject to change if Landlord develops the remainder of the Retail Property, Tenant's pro rata allocation is 100%. Such amounts shall be billed to Tenant on a monthly basis as provided in Section 5.2.3. Notwithstanding the foregoing, the intent of Landlord and Tenant is that Tenant will pay Operating Expenses directly to each vendor, to the extent possible.

**5.2.1 Operating Expenses**. All costs, fees and expenses that are incurred by Landlord or its agents in operating, insuring, repairing, replacing and maintaining of the buildings and improvements which comprise the Retail Property shall be referred to as "Operating Expenses." Operating Expenses shall be calculated on a calendar year basis and shall include the following, subject to exclusions set forth in Section 5.2.2:

(1) All real estate taxes, assessments, any rental tax or assessment, or other costs, charges or fees imposed by any governmental authority in connection with the Retail Property.

(2) Costs of all insurance, which includes any deductibles paid by Landlord, relating to the Premises and the Retail Property, including coverage for, without limitation, property, casualty, differences in conditions (including earthquake and movement), and loss of rents, as provided in Section 9. Such insurance shall be of a form and type, and in coverage amounts and issued by such insurers, as are reasonably determined and approved by Landlord.

The preceding items are by way of example and do not exclude (i) increases to such items or (ii) other costs, charges or expenses which may be incurred during the Lease Term, all of which shall be paid by the Tenant on the prorated basis described above. Tenant shall pay all costs associated with Tenant's own occupancy of the Premises, including Tenant's janitorial services and trash and separately metered utilities and any surcharge for excess water and sewer use, if applicable to Tenant's use of the Premises.

**5.2.2 Exclusions From Operating Expenses**. The following items shall not be included in the Operating Expenses for which the Tenant pays its pro rata share:

(1) Interest on payments of any financing for the Retail Property;

(2) Legal fees, leasing commissions, advertising expenses and other costs in connection with the leasing of the Retail Property;

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

(3) Any item for which Landlord is reimbursed by insurance or warranty or condemnation award;

(4) Cost or depreciation of capital improvements to the Retail Property (except for annual amortization), unless an asset is installed or replaced (rather than repaired) in order to achieve cost efficiency which inures to the benefit of the Tenant in lower operating or repair costs for the Retail Property;

(5) Costs associated with the operation of the Landlord's entity as opposed to the cost of maintaining the Retail Property;

(6) Interest or penalties incurred as result of Landlord's failing to pay a bill as the same shall become due;

(7) Costs associated with remediation, disposal or cleanup of Hazardous Substances excepting such costs resulting from acts or omissions of any kind by the Tenant or Tenant's agents, employees, contractors, licensees or invitees; and

(8) Costs incurred because of Landlord's breach of any legal obligation or the breach of any legal obligation by any other tenant in the Retail Property.

**5.2.3 Statement of Operating Expenses**. Upon Lease Commencement, the Landlord shall submit to Tenant a statement of the anticipated monthly Operating Expenses for the period between such commencement and the following January. Tenant shall pay same and all subsequent monthly payments concurrently with the payment of Base Rent. Tenant shall continue to make the monthly payments until notified by Landlord of a change in the amount. By April 1 of each year Landlord shall give Tenant a statement showing the actual total Operating Expenses for the Retail Property for the prior calendar year and Tenant's allocable share thereof. In the event the total of the monthly payments which Tenant has made for the prior calendar year are less than the Tenant's actual share of such Operating Expenses, then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of a statement from Landlord; provided, however, that if the difference exceeds one month of Base Rent, Tenant may elect to pay such difference in three monthly installments. Any overpayment by Tenant shall be credited toward the monthly rent next coming due or refunded at the time Landlord issues its final statement to Tenant, whichever is earlier. In any year in which substantial maintenance or repair is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Operating Expenses. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of the Operating Expenses for the year in which this Lease terminates, Tenant shall immediately pay the amount due for any increase over the estimated Operating Expenses previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant.

The statement of Operating Expenses furnished by Landlord or Landlord's agent shall be reasonably detailed. Landlord shall keep good and accurate books and records concerning Operating Expenses in accordance with generally accepted accounting principles. Tenant shall have the right, during reasonable business hours and upon not less than ten (10) business days' prior written notice to Landlord, to examine the Landlord's records with respect to the foregoing

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

at Tenant's expense. Landlord shall provide copies of invoices and receipts in support of the records examination. Notwithstanding the foregoing, Tenant shall have no such right to examination if Tenant's request is not made within sixty (60) days' of Tenant's receipt of any statement of Operating Expenses as to such items shown by that or any prior statement of Operating Expenses.

Any dispute with respect to Landlord's calculations of Additional Rent shall be resolved by the parties through consultation in good faith within thirty (30) days after written notice by Tenant to Landlord. However, if the dispute cannot be resolved within such period, the parties shall request an audit of the disputed matter from an independent, certified public accountant selected by both Landlord and Tenant, whose decision shall be based on generally accepted accounting principles and shall be final and binding on the parties. If the amount of Landlord's determination of Tenant's annual Additional Rent exceeds the amount of said decision by six percent (6%) or more, Landlord shall pay the costs of said audit and shall credit any overpayment toward the monthly rent next coming due or pay such overpayment to Tenant within thirty (30) days. If the variance is less than Six percent (6%), Tenant shall pay the cost of said audit.

**5.2.4** **Single-Tenant Limitation.** So long as Tenant (or any permitted Affiliate) is the sole occupant of the Retail Property, "Operating Expenses" recoverable from Tenant shall be limited solely to (i) the real-estate taxes, assessments and governmental charges described in Section 5.2.1(1) and (ii) the insurance premiums and deductibles described in Section 5.2.1(2). No other costs—including, without limitation, common-area maintenance charges, management or administrative fees, reserves for future repairs, capital improvements or replacements—shall be charged to Tenant, it being acknowledged that Tenant self-maintains the Premises pursuant to Section 8.6. Nothing in this Section limits (a) Tenant's direct obligations under Article 8 or (b) Landlord's right under Section 16.3 to perform and back-charge Tenant for repairs or replacements that are Tenant's responsibility, provided Landlord bills only its actual out-of-pocket cost without mark-up or management fee.

**5.3** **Security and Damage Deposit.** The Tenant shall pay a security deposit (the "Security Deposit") in the amount set forth in Section 1.10 upon execution of this Lease. Such sum shall be held by Landlord as security for the faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so by Tenant shall not be binding upon Landlord. The Security Deposit shall be held by the Landlord until the termination or cancellation of the Lease (according to the terms herein), and shall be returned to Tenant within thirty (30) days.

**5.3.1** **Use of Deposit During Lease.** If Tenant defaults, with respect to any provision of this Lease or should Landlord make any payment on behalf of Tenant, Landlord may (but shall not be required to) use, apply or retain all or any part of the deposit for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord has suffered or may suffer by reason of Tenant's default. If any portion of said deposit is so used, applied or retained, Tenant shall forthwith upon Landlord's demand therefor, deposit cash with Landlord in an amount sufficient to restore said deposit to its original sum. Tenant's failure to do so shall constitute a material breach of this Lease.

**5.3.2** Landlord shall not be required to keep the deposit separate from its general funds and is in no event to be deemed a trustee thereof; and Tenant shall not be entitled to interest on any sums

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

deposited or redeposited under this Section. In the event Landlord's interest in this Lease is sold or otherwise terminated, Landlord shall transfer the deposit to its successor in interest, and thereupon Landlord shall be discharged from any further liability with respect thereto. The provisions of the preceding sentence shall likewise apply to any subsequent transferees.

**5.4 Intentionally Omitted.**

## 6. TENANT'S USE OF PREMISES.

**6.1 Use.** Tenant shall use and occupy the Premises for Tenant's Use set forth in Section 1.9, and for no other use or purpose, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

**6.2 Prohibitions.** Tenant shall not do anything which may be a nuisance. Tenant shall keep the Premises clean and free from rubbish and shall store all trash and garbage within the Premises or within areas designated by Landlord for such purposes. Tenant shall not burn any trash of any kind in or about the Premises. Tenant shall not permit the emission of unreasonable odors or noise from the Premises. Any medical waste, biological and chemical substances shall be disposed of in a lawful manner.

**6.3 Deliveries.** All deliveries of merchandise, supplies and materials to the Premises and removal of trash, garbage and other waste shall be made at reasonable hours. Tenant will not permit an accumulation of boxes, waste or other refuse matter.

**6.4 Compliance With Law; Notices.** Tenant, at its expense, shall promptly comply, and shall maintain the Premises in compliance with, with all present and future state laws and requirements of all governmental authorities having jurisdiction, affecting or applicable to the Premises or the cleanliness, safety, occupancy and use of the same. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's Use or other activity carried on from the Premises, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit.

Further, Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Premises whether such notice shall be served upon Landlord or Tenant. Tenant shall operate its business and maintain the Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Premises or the Retail Property or the transportation to or from the Premises or the Retail Property of any Hazardous Substances, except as necessary and appropriate for its permitted use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry. Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

thereby unless such interference, loss or damage is as a direct result of Landlord's own gross negligence or willful misconduct.

Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Premises or the Retail Property; or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Premises or the Building and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within fifteen (15) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Premises.

Landlord shall indemnify, protect, defend and hold harmless Tenant (and Tenant's members, partners, joint venturers, shareholders, officers, employees, agents, affiliates, lenders and property managers, and their respective officers, directors, partners, members, shareholders, employees and agents) from and against any and all damages, claims, actions, penalties, demands, losses, liabilities, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses), arising out of or in connection with the presence of Hazardous Substances in, upon, under, about or from the Premises or the Building, to the extent pre-existing as of the Commencement Date (except to the extent exacerbated by Tenant). This indemnification shall not apply to injuries to persons or damage to property arising from the gross negligence or willful misconduct of the Tenant or its agents or contractors. The indemnity obligations of Landlord pursuant to this Section shall survive the expiration of the Term or earlier termination of this Lease.

**6.5 Indemnity.** Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from any liability, claim, damage or expense (including reasonable attorney's fees and expenses of litigation) resulting from Tenant's use of the Premises (or the Retail Property as set forth herein), as well as any fines or penalties resulting from Tenant's use, storage or disposal of any Hazardous Substances on or about the Premises in violation of any Environmental Laws. This indemnification shall not apply to injuries to persons or damages to property or any other claims, losses, liabilities, costs, expenses and damages thereof arising from the gross negligence or willful misconduct of the Landlord or its agents or contractors. Further, Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under Section 6.4. The covenants and obligations under this Section 6.5 shall survive the expiration or earlier termination of this Lease.

**6.6 Exclusive Uses.** In addition to the use restrictions set forth in Section 6.1, Tenant acknowledges that exclusive uses have been granted to other tenants or are otherwise expressly restricted within the Retail Property as set forth more particularly on ***Exhibit D*** attached hereto. Tenant and any permitted successor assignee or subtenant shall not engage in such use unless such uses or restrictions are expressly waived in writing by Landlord in its sole discretion. Additional exclusive or restricted uses may be imposed by Landlord, from time to time, during the Lease Term, with or without notice to Tenant. Notwithstanding the foregoing, nothing in this Section 6.6 shall be deemed to grant Tenant any use of the Premises beyond that which is set forth in Sections 6.1 and 1.9 hereof.

Throughout the Term, Tenant shall have the exclusive right upon the Premises and the Retail Property to operate a medical marijuana treatment center and dispensing facility pursuant to and in

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

accordance with applicable law (and a facility for recreational marijuana use only in the event marijuana becomes legalized for such use in the State of Florida) (collectively "Tenant's Exclusive Products and Services"). In the event Landlord violates Tenant's Exclusive Products and Services or fails to enforce Tenant's Exclusive Products and Services against any other future tenants of the Retail Property, then the same shall be a material default hereunder and Tenant shall have the right, at Tenant's option and as Tenant's exclusive remedy, to reduce its Base Rent installment by fifty percent (50%) for a period not to exceed twelve (12) months, or until the violation is cured by Landlord, whichever is earlier.

## 7. MORTGAGES AND ENCUMBRANCES.

**7.1 Mortgages.** This Lease is hereby subordinate to any mortgages or deeds of trust now or hereafter affecting the Premises.

**7.2 Representations.** Landlord represents and warrants that to the extent any mortgages, deeds or trust or other obligations (the "Obligations") exist on the Real Property or the Premises, that said obligations shall not otherwise prohibit or disrupt Tenant's use of the Premises as described in Section 1.9.

**7.3 Encumbrances.** The Tenant shall not permit liens, encumbrances or UCC filings against the real or personal property owned by the Landlord, including furniture, fixtures and equipment presently existing or subsequently installed by the Landlord.

## 8. TENANT'S AND LANDLORD'S OBLIGATIONS WITH RESPECT TO THE PREMISES.

**8.1 Interior Fixtures.** Prior to the installation or replacement of Tenant's Improvements, Tenant shall submit a plan to Landlord for its written approval. Tenant shall pay all taxes or assessments on furniture, fixtures, and equipment presently existing or subsequently added by Tenant. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises in as good condition as when delivered to Tenant, reasonable wear and tear excepted. The tenant improvements constructed by Landlord pursuant to ***Exhibit C*** shall remain property of the Landlord and shall be surrendered at the time of Lease expiration or earlier termination.

**8.2 Exterior Fixtures; Alterations.** Tenant shall not install exterior lighting fixtures, shades or awnings or do any exterior decoration or painting, or make any exterior or structural alterations without the prior consent of Landlord and applicable approvals from Titusville and any other applicable governmental authority. Landlord's consent shall not be unreasonably withheld and shall be deemed given if not denied in writing within ten (10) business days after Tenant's written request is delivered to Landlord, accompanied by detailed plans and specifications.

**8.3 Tenant to Provide Conforming Signs.** Tenant acknowledges that Conforming Sign requirements are set forth on ***Exhibit E*** attached hereto. Tenant agrees, at its own expense, to utilize signs approved by Landlord and the applicable governmental authorities, and to install and thereafter maintain in good condition the signs so approved. All signs shall also require the Landlord's prior approval, not to be unreasonably withheld, and shall be consistent with signage for the Retail Property. Subject to the foregoing conditions, Tenant may install its prototypical signs on the storefront and sides of the building at the maximum allowable size permitted by law. Tenant shall submit site-specific sign drawings to Landlord for approval. Subject to the conditions contained in this Section 8.3, Tenant shall also be permitted full use of any pylon sign serving the Premises.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

**8.4 Construction Liens.** Neither the Landlord, nor the Landlord's estate or interest in the Premises shall be liable for any services, work, labor, materials or other items furnished, or to be furnished to the Premises at the request or instruction of, or for the benefit of, the Tenant, its agents, employees, officers or owners, or anyone claiming under the Tenant, and no construction or other liens for any such services, work, labor, materials or other items shall become a lien upon, attach to, encumber or affect the estate or interest of the Landlord in and to the Premises. The Tenant has absolutely no authority to cause any such lien to attach to, encumber or affect the estate or interest of the Landlord in and to the Premises. The Tenant shall not do or allow anything to be done whereby the Premises may be encumbered by any construction or other lien. Further, the Tenant shall notify all contractors, subcontractors, laborers, material men and others of this Lease provision prior to engaging them to work upon the Premises. If any construction lien or notice or claim thereof is filed against the Premises with respect to services, work, labor or materials furnished, or to be furnished, at the request or instruction of, or for the benefit of, the Tenant, its agents, employees, officers or owners, or anyone claiming under the Tenant, the Tenant shall within ten (10) days from the date of such filing, cause the same to be withdrawn, discharged or removed by payment, deposit, bonding and transfer proceedings or otherwise. If the Tenant fails to do so, the Landlord may do so and may pay any judgments recovered by any such lienor. Tenant shall immediately reimburse the Landlord for all amounts paid pursuant to this Section, which amounts shall constitute an additional obligation of the Tenant under this Lease. If requested by Landlord, Tenant agrees to execute a memorandum of this Lease for recording in the Public Records in accordance with Section 713.10, Florida Statutes, and other applicable law.

**8.5 Utilities.** Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all water, gas, electricity, telephone, cable, internet, sewer, sprinkler services, refuse and trash collection and other utilities and services serving the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other service to the Premises, unless due to the gross negligence or willful misconduct of the Landlord or its agents or contractors, and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed by Tenant at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. In the event of utility "deregulation", Landlord shall choose the service provider.

Tenant agrees that Landlord shall not be liable to Tenant for any failure or interruption in receiving water, gas, electricity, telephone, cable, internet, sewer, refuse and trash collection or any other utility services or building services, whether or not such failure or interruption is occasioned, in whole or in part, by repairs, replacements or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, telephone, cable or internet service or other utility at the Premises, by any accident, casualty or event arising from any cause whatsoever, except as otherwise provided for herein, by act, negligence or default of Tenant or any other person or entity, or by any other cause, and such failures or interruptions shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from the obligation of paying rent or performing any of its obligations under this Lease. Furthermore, unless otherwise caused by the gross negligence of Landlord,

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

its employees, agents and contractors, Landlord shall not be liable under any circumstances for loss of property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure or interruption in receiving any such services or utilities. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease.

**8.6 General Maintenance.** Tenant shall maintain and repair the entire Premises (including but not limited to the roof, exterior and interior walls, landscaping and parking areas), as necessary to maintain the Premises in good condition and repair, and shall maintain and repair the HVAC system and keep in place a maintenance contract on the HVAC system and its components, which is acceptable to Landlord in writing, at Tenant's expense, and such other portions of the utility systems within and exclusively serving the Premises. Tenant shall provide its own janitorial services. Tenant's responsibility shall include proper cleaning and maintenance of its storefront, parking lot and adjacent sidewalk, the foundation, the exterior walls (including plate glass; windows, doors and other exterior openings; window and door frames, closure devises locks and hardware), electrical, plumbing, and roof in good repair, including replacement, if applicable. Tenant shall return the Premises and improvements thereon at the expiration of the term of this Lease or any extension thereof in as reasonably as good condition as when received, ordinary wear and tear excepted. Unless otherwise caused by landlord, Tenant agrees that Landlord shall have no obligation under this Lease to make any repairs or replacements (including the replacement of obsolete components) to the Premises or to make any alteration, addition, change, substitution or improvement thereof or thereto whether structural or otherwise. The terms "repair" and "replacement" include the replacement of any portion of the Premises which have outlived their useful life during the term of the Lease (or any extensions thereof). The intention of this Lease is that the rent received by Landlord shall be free and clear of any expense to Landlord under this Lease for the construction, care, maintenance (including charges accruing under easements or other agreements relating to the Premises), operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remain responsible for, and shall pay to Landlord, any cost, charge or expense for which Tenant is otherwise responsible for hereunder attributable to any period (prorated on a daily basis) prior to the expiration or earlier termination of this Lease, unless otherwise agreed to by Landlord.

**8.7 Compliance with Law.** Tenant shall comply with all state laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be enacted or promulgated regarding the manner of the conduct of Tenant's business in the Premises. Tenant shall make all changes or installations and pay the costs of all inspections required to comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Landlord acknowledges that Tenant is entering into this Lease in reliance upon its ability to conduct its primary use without any limitation or restriction by reason of any governmental zoning or use restriction, exclusive provision, contractual restriction or limitation granted to any other party which applies to the Premises or Tenant's use thereof. Notwithstanding anything contained in this Lease to the contrary, Tenant is permitted to operate its business for Tenant's Use within the State of Florida pursuant to Florida Statutes § 381.986, as amended and any conflicting Applicable Law that would otherwise cause the operation of Tenant's Use to be noncompliant with such Applicable Law shall be deemed inapplicable to Tenant.

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**8.8 Security Measures.** Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or any security measures whatsoever for the benefit of the Premises, and Landlord shall have no liability to Tenant due to its failure to provide such services. Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Retail Property or any part thereof, in which event Tenant shall participate in such security measures and the cost thereof shall be included within the definition of Operating Expenses, and Landlord shall have no liability to Tenant and its agents, employees, contractors and invitees arising out of Landlord's negligent provision of security measures. Landlord shall have the right, but not the obligation, to require all persons entering or leaving the Retail Property to identify themselves to a security guard and to reasonably establish that such person should be permitted access to the Retail Property.

**8.9 Waiver of Right to Repair at Landlord's Cost.** The Tenant waives all rights to make repairs at the expense of the Landlord as provided by any law, statute or ordinance now or hereafter in effect. In addition, the Tenant specifically understands and agrees that, except as provided herein, the Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and that Landlord has made no representations respecting the condition of the Premises or the Building.

**8.10 Surrender of Premises.** Upon the expiration or earlier termination of this Lease, except for casualty, Tenant shall immediately surrender the Premises to Landlord in broom-clean condition and in good condition and repair, reasonable wear and tear excepted as determined in Landlord's reasonable discretion. Tenant shall also remove its personal property, trade fixtures and any of Tenant's alterations designated by Landlord at the time such alterations are approved by Landlord, promptly repair any damage caused by such removal, and restore the Premises to the condition existing prior to the installation of such items with reasonable wear and tear excepted as determined in Landlord's reasonable discretion. If Tenant fails to do so, Landlord may restore the Premises to such condition at Tenant's expense, Landlord may cause all of said property to be removed at Tenant's expense, and Tenant hereby agrees to pay all the costs and expenses thereby reasonably incurred. All Tenant property which is not removed within fifteen (15) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall be entitled to dispose of such property at Tenant's cost without thereby incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

**8.11 Duty to Report Defective Conditions.** Tenant agrees to report immediately in writing to the Landlord any defective condition in or about the Premises or the Building known to or discovered by Tenant, whether Tenant is obligated to repair such defective condition or not; and a failure to report the same shall make the Tenant liable to the Landlord for any expense or damage resulting from such failure to notify.

## 9. INSURANCE.

**9.1 Landlord's Insurance.** Landlord shall insure the Retail Property and Premises and shall maintain liability and other insurance in such amounts as may be required by Landlord's Mortgagee or in such amounts as Landlord, in its sole discretion, may deem appropriate. All such insurance shall be for the sole benefit of Landlord and, if required, Landlord's Mortgagee.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

The insurance referred to in Section 9.1 above is referred to herein as "Landlord's Insurance."

**9.2 Tenant Insurance.** Tenant shall, at Tenant's sole expense, obtain and keep in force during the Lease Term and any extension or renewal hereof: (a) fire and extended coverage insurance with vandalism and malicious mischief endorsements and a sprinkler leakage endorsement (where applicable), on all of its personal property, including removable trade fixtures, located in the Premises, and on all leasehold improvements and all additions and improvements made by Tenant; (b) comprehensive general liability insurance, including contractual liability coverage, insuring Landlord (as an additional insured) and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto; (c) business interruption insurance, providing in the event of damage or destruction of the Premises, an amount sufficient to sustain Tenant for a period of not less than two hundred seventy (270) days for (i) the net profit that would have been realized had the business continued, and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption incurred; and (d) worker's compensation insurance (including employees' liability insurance) in the statutory amount covering all employees of Tenant employed at or performing services at the Premises, in order to provide the statutory benefits required by the laws of the State of Florida.

Such companies shall be responsible insurance carriers authorized to issue the relevant insurance, authorized to do business in Florida and at least A- rated in the most current edition of Best's Insurance Reports, and shall have minimum limits of Five Hundred Thousand Dollars ($500,000.00) for any loss of or damage to property from any one accident, and One Million Dollars ($1,000,000.00) for death of or injury to any one person from any one accident. The limits of said insurance shall not, however, limit the liability of the Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Tenant shall deliver to Landlord, prior to occupancy of the Premises, copies of policies of liability insurance required herein, or certificates evidencing the existence and amounts of such insurance, with loss payable clauses reasonably satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to the Landlord. Landlord shall be furnished an endorsement to the insurance policies evidencing Tenant's compliance with the requirements of this Section. Notwithstanding anything herein to the contrary, Landlord shall have the right to review the Tenant's insurance no more frequently than once every year and to require Tenant to alter its insurance coverage to cover the effect of inflation and to include or eliminate certain provisions in the Tenant's insurance policy which reflect the then current industry standards for this type of insurance coverage.

The insurance referred to in Section 9.2 above is referred to herein as "Tenant's Insurance."

**9.3 Waiver of Subrogation.**

**9.3.1** Each insurance policy required by this Lease: (i) will be issued by an insurer authorized under the laws of the State in which the Premises are located to issue the coverage provided by the policy, (ii) will be issued by an insurer reasonably satisfactory to Landlord and Tenant, (iii) will not be cancelable without a minimum of thirty (30) days prior written notice to Landlord and Tenant, and (iv) will contain a provision whereby the insurer permits Landlord and Tenant to waive all rights of recovery against the other, and whereby the insurer itself waives any claims by way of subrogation against Landlord or Tenant, their respective officers, directors, employees, agents, invitees, and guests. Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant hereby waive any and all rights of recovery, claims, actions or causes of action against each other, their respective directors, employees,

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agents, invitees and guests, for any loss or damage that may occur to the Premises or the Retail Property, and to all property, whether real, personal or mixed, located therein or thereabouts by reason of fire, the elements, or any other casualty, regardless of cause or origin, including negligence of the parties hereto, their respective directors, employees, agents, invitees and guests.

## 10. SURRENDER OF PREMISES; HOLDOVER TENANCY.

**10.1 Surrender.** At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises in as good a condition as when delivered to Tenant, reasonable wear and tear and casualty excepted. Tenant shall remove or cause to be removed all of Tenant's equipment and trade fixtures.

**10.2 Holding Over.** Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord from and against direct damages, which Landlord may incur for Tenant's delay in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms and provisions of this Lease applicable to a month-to-month tenancy, and the Base Rent shall be increased to 200% the amount due under the last year of the Lease Term, prorated on a daily basis until Tenant surrenders possession as required by this Lease.

## 11. ACCEPTANCE OF PREMISES AND WAIVERS.

**11.1 Acceptance of Premises.** Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing this Lease and that, except as expressly set forth in Section 3.2 and this Section 11.1, Tenant is accepting the Premises in "AS IS", broom clean condition, with all structural elements, roof and building systems (including plumbing, electrical, mechanical and HVAC) in good working order, on the Commencement Date of the Lease and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy, except as otherwise provided. Any and all alterations and improvements to the Premises shall be at Tenant's expense and are subject to the provisions of the Lease applicable to alterations, including, without limitation, that the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any alterations are subject to Landlord's prior written approval.

**11.2 Tenant Waives Damages.** Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for damages to goods, wares and merchandise in, upon or about the Premises and for injury to Tenant, its agents, employees, invitees, or third persons in or about the Premises for any cause arising at any time, unless such injury or causes arises from the gross negligence or willful misconduct by Landlord or the failure of any representation or warranty to be true.

**11.3 Tenant's Indemnification.** Unless otherwise caused by the negligence or material misrepresentation of Landlord, its employees, agents or contractors, Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises (other than those arising solely from negligence of Landlord or its agents or employees), or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

under the terms of this Lease, or arising from any act, neglect, fault or omission of the Tenant, or of its agents or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought relative thereto and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel, chosen by Tenant and who is reasonably acceptable to Landlord, with such acceptance not unreasonably withheld. Tenant, as a material part of the consideration to Landlord hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever except that which is caused by the failure of Landlord to observe any of the terms and conditions of this Lease where such failure has persisted for an unreasonable period of time after written notice of such failure, and Tenant hereby waives all claims in respect thereof against Landlord.

**11.4 Landlord's Indemnification.** Landlord shall indemnify Tenant and hold Tenant harmless against and from all claims arising from (a) the negligence or willful misconduct of Landlord, its agents, employees or contractors, with respect to the Premises that is not insured against or required to be insured against under the insurance policies Tenant is required to maintain under this Lease; (b) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease; or (c) the failure of any representation or warranty made by Landlord herein to be true when made.

**11.5 Survival.** The obligations of Landlord and Tenant under this Section 11 arising by reason of any occurrence taking place during the term of this Lease shall survive the termination or expiration of this Lease.

## 12. INTENTIONALLY OMITTED.

## 13. ASSIGNMENT AND SUBLETTING.

**13.1 Landlord's Consent Required.** Tenant shall not assign or encumber any or all of its interest in this Lease or the Premises, or sublease all or any part of the Premises, or allow any other non-affiliated person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's consent, which shall not be unreasonably withheld. No assignment or sublease shall release Tenant from the obligation to perform all obligations under this Lease, unless otherwise approved by Landlord in writing. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election shall constitute a default.

**13.2 Sublease Rent.** Tenant may not sublet to a non-affiliated person without written consent from Landlord. Also as a condition to Landlord's consent to any sublease, such sublease shall provide that it is subject and subordinate to this Lease and to all mortgages; that Landlord may enforce the provisions of the sublease, including collection of rent; that in the event of termination of this Lease for any reason, including without limitation a voluntary surrender by Tenant, or in the event of any reentry or repossession of the Premises by Landlord, Landlord may, at its option, either (1) terminate the sublease or (2) take over all of the right, title and interest of Tenant, as sublessor, under such sublease, in which case such sublessee shall attorn to Landlord, but that nevertheless Landlord shall not (1) be liable for any previous act or omission of Tenant under such sublease, (2) be subject to any defense or offset previously accrued in favor of the sublessee against Tenant, or (3) be bound by any previous modification of any sublease made without Landlord's written consent, or by any previous prepayment by sublessee of more than one month's payment of Base Monthly Rent. No consent to an assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this Section 13. If Tenant sublets the Premises to a sublease at a

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higher rental rate than what Tenant is then paying to Landlord, then Landlord shall be entitled to collect the difference between such rental amounts and Tenant is required to remit payment of the same to Landlord on a monthly basis.

**13.3 Continued Responsibility.** The joint and several liability of Tenant and any Guarantor and any successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) agreement that modifies any of the rights or obligations of the parties under this Lease, (b) stipulation that extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

**13.4 Involuntary Assignment.** No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or (b) if a writ of attachment or execution is levied on this Lease; or (c) if an any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

**13.5 Permitted Transferees**. Notwithstanding anything to the contrary contained herein, and provided Tenant is not then in default hereof beyond the expiration of any applicable cure periods, Tenant shall have the right to assign this Lease, or sublease the Premises, or any part thereof, without charge and without Landlord's consent being required, (i) to an entity which controls, is controlled by, or under common control with Tenant (an "Affiliate"), or (ii) in connection with the merger, acquisition or reorganization of Tenant or its Affiliate, the sale of substantially all of Tenant's assets, or in connection with the issuance, redemption or transfer of any portion of Tenant's stock (the **"**Permitted Transferees**"**); provided, however, in connection with such an assignment to any Permitted Transferees: (A) Tenant shall not be released from any obligations whatsoever under this Lease for the balance of the Lease Term of the Lease after such assignment; (B) the Permitted Transferee expressly assumes all the obligations of Tenant under the Lease; and (C) Landlord is given thirty (30) days' prior written notice of Tenant's intent to assign the Lease under this subparagraph.

**14. OWNERSHIP OF IMPROVEMENTS AND FIXTURES.** All improvements, including air conditioning equipment, lighting fixtures, floor coverings, cabinets, sinks and other interior improvements, which may be installed in the Premises and which in any manner are attached to the floors, walls or ceilings of the Premises, shall remain with the Premises upon termination of this Lease, subject to the terms of Section 10.1.

**15. DESTRUCTION OR PUBLIC TAKING OF PREMISES.**

**15.1 Public Taking.**

**15.1.1 Eminent Domain; Whole.** If the whole of the Premises or a portion of the parking area which results in a loss of more than 25% of existing parking spaces serving the Premises shall be

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taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession is taken by such public authority and the Rent shall be paid up to that date.

**15.1.2 Eminent Domain; Part.** If less than fifty percent (50%) of the Premises shall be taken under eminent domain and the remainder of the Premises not so taken can, in Landlord's reasonable opinion, taking into account parking requirements, be made tenantable for the purposes for which Tenant has been using the Premises, then this Lease shall continue in full force and effect, as to the remainder of the Premises and all of the terms herein provided shall continue in effect except that the Base Rent shall be reduced in proportion to the amount of the Premises taken. Landlord shall, at its expense, make all necessary repairs and alterations to the Premises required by such taking.

**15.1.3 Termination by Parties.** If more than fifty percent (50%) of the Premises shall be so taken, then either Landlord or Tenant may, by written notice to the other delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

**15.1.4 Damages Belong to Landlord.** Damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises; provided, however, that Tenant shall have the right to recover from such authority, but not from Landlord, such compensation as may be awarded to Tenant as a result of business income or value loss.

**15.2 Destruction of Premises.**

**15.2.1 Repair and Reduction of Rent.** If the Premises are significantly damaged in whole or in part by a casualty so as to materially interfere with Tenant's business, in Landlord's reasonable discretion, the Base Rent (but not Operating Expenses) shall be reduced (prorated as of the date of occurrence of a casualty) until restoration is substantially completed (but not to exceed twelve months) based upon the portion of the Premises damaged while such repairs are being made. Tenant may continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, subject to Landlord's restoration work. Except for the reduction of Base Rent hereinabove provided, Tenant shall not be entitled to any compensation or damages for loss of business or for any inconvenience or annoyance occasioned by any damage, destruction, repair, or restoration, unless otherwise caused by the gross negligence of Landlord, its employees, agents and contractors,.

**15.2.2 Termination by Parties.** If so much of the Premises is damaged by fire or other casualty as to become substantially untenantable or is otherwise so destroyed that Landlord or Tenant desires to discontinue the operation of the Premises, then Landlord or Tenant may terminate this Lease by giving notice to that effect to the other within thirty (30) days after such damage or destruction. If this Lease is not so terminated, the Premises shall be repaired and restored as provided in this Lease.

If the repairs require more than two hundred seventy (270) days to complete, as reasonably determined by Landlord within forty-five (45) days following the date of such damage or destruction, or if such repairs cannot be made under applicable laws, this Lease may be terminated at the option of either Landlord or Tenant, upon thirty (30) days' written notice given to the other party within twenty (20) days following Landlord's written notice to Tenant setting forth the anticipated duration of such repairs and/or whether repairs may be made under applicable laws. If a total or partial destruction of the Premises occurs during the last year of the Initial Lease Term or if extended, the applicable Option Term, Landlord or

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Tenant may terminate this Lease upon thirty (30) days' written notice given within thirty (30) days following the date of such total or partial destruction.

If neither Landlord nor Tenant gives written notice of its election to terminate as provided in this Section 15.2.2, then Landlord shall, to the extent insurance proceeds are available and subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and the Building are restored to a condition of similar quality, character and utility for Tenant's purposes, including restoration of all fixtures existing in the Premises prior to such damage. Tenant shall promptly restore all damages to Tenant's Improvements or alterations installed by Tenant, or pay the cost of such restoration to Landlord if Landlord elect to do the restoration of such improvements, and Tenant shall be responsible for any loss of personal property of Tenant. Subject to the provisions of this Section. Landlord shall diligently restore the Premises.

## 16. DEFAULT AND REMEDIES.

**16.1 Default by Tenant.** The occurrence of any one of the following events shall constitute a material breach and default under this Lease by Tenant:

**16.1.1** The failure or omission of the Tenant to pay when due any portion of Base Rent, Additional Rent or other monetary amounts due hereunder, and such failure continues following five (5) days' written notice to Tenant; provided however, that notwithstanding the foregoing, if Landlord provides written notice of such failure to Tenant more than once in any calendar year, any further late payment of Rent within such calendar year will automatically constitute a default by Tenant without any required notice or cure period.

**16.1.2** Aside from Section 16.1.1, the failure of the Tenant to keep, observe or perform any term or condition of this Lease required hereunder to be kept, observed or performed by the Tenant; provided, such failure is not cured within five (5) business days following the date when such performance was due and written notice by Landlord to Tenant (or if such failure specified by Landlord is not capable of cure within such five (5) business day period, if Tenant fails to commence to cure such failure within five (5) business days following receipt of Landlord's notice and to diligently and continuously pursue to completion such actions as are reasonably calculated to effect cure of such failure such that, in any event, such failure is cured within thirty (30) days following receipt by Tenant of such written notice from Landlord);

**16.1.3** If any representation, warranty or covenant made by or on behalf of Tenant in this Lease or in any other instrument or document executed by or furnished by or on behalf of Tenant to Landlord is false, incorrect or contains any misrepresentations in any material respect on the date when made or reaffirmed;

**16.1.4** The making of an assignment by the Tenant for the benefit of its creditors;

**16.1.5** The commencement of proceedings in bankruptcy or reorganization of the Tenant or for the adjustment of any of its debts under the Bankruptcy Code or under any other law, whether state or federal now or hereafter existing for the relief of debtors;

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**16.1.6** The appointment of a receiver or trustee for the Tenant or for any substantial part of its assets, or the institution of any proceedings for the dissolution, or the full or partial liquidation of the Tenant;

**16.1.7** The Tenant becomes insolvent or unable to pay its debts as they mature; or

**16.1.8** Aside from Sections 16.1.1 and 16.1.2, the failure of the Tenant to keep, observe or perform any term or condition of the Work Letter required thereunder to be kept, observed or performed by the Tenant.

**16.2 Remedies.** In the event of any default by Tenant, Landlord shall have the following rights and remedies, which shall be cumulative:

**16.2.1** Terminate this Lease, in which event the Tenant shall immediately surrender the Premises to the Landlord, but if the Tenant shall fail to do so, the Landlord may, without further notice and without prejudice to any other remedy the Landlord may have for possession or arrearages in rental, enter upon the Premises and expel or remove the Tenant and its personal property without being liable to prosecution of any claim for damages therefore and without said entry affecting the Landlord's right to thereafter claim and collect all monies owed and to be owed under this Lease. The Tenant shall indemnify the Landlord for all loss and damage that Landlord may suffer by reason of such termination, whether through inability to sublet the Premises, or through decrease in rental, or otherwise;

**16.2.2** Declare the entire amount of the rent that would become due and payable during the remainder of the Lease Term to be due and payable immediately, in which event the Tenant shall pay the discounted present value of same at once, together with all rent theretofore due. The Landlord and the Tenant agree that such payment shall not constitute a penalty or forfeiture but is payment of liquidated damages. The acceptance of such payment by the Landlord shall not constitute a waiver of any failure of the Tenant to comply with any term, provision, or covenant of this Lease or any violation of the Rules and Regulations;

**16.2.3** Enter the Premises as the agent of the Tenant without being liable to prosecution or any claim for damages therefore, and relet the Premises as the agent of the Tenant, and receive the rental therefore, and Tenant shall pay to the Landlord, on demand, at the office of the Landlord any deficiency that may arise in the event of such reletting;

**16.2.4** As agent of the Tenant, do whatever the Tenant is obligated to do by provisions of this Lease and enter the Premises without being liable to prosecution or any claims for damage therefore, in order to accomplish this purpose. The Tenant shall reimburse the Landlord immediately upon demand for any reasonable expense that the Landlord may incur in effecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any injury to person or damage to property resulting from such action.

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Pursuit by the Landlord of any of the foregoing causes of action shall not constitute an election of remedies nor shall it preclude the pursuit of any other causes of action herein provided or any other remedies provided by law. No termination of this Lease by lapse of time or otherwise shall affect the Landlord's right to collect rent for a period prior to the termination hereof.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

No act or thing done by the Landlord or its employees and agents during the Lease Term shall be deemed an acceptance or surrender of the Premises, nor a constructive eviction, and no agreement to accept a surrender of the Premises shall be valid, unless the same shall be in writing and signed by the Landlord. Should it be necessary or proper for the Landlord to bring any action under this Lease, and/or enforce any of the Landlord's rights hereunder through an attorney regarding any breach of this Lease, the Tenant shall, in each and every such case, pay the Landlord's attorneys' fees and costs (including such fees and costs in any appellate or bankruptcy proceedings). The receipt by the Landlord of rental with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach.

No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment agreed to in this Lease shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or payment as rent (or in any letter accompanying a check or payment as rent) be binding on Landlord or be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate written agreement duly accepted by Landlord), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or under applicable law.

**16.3 Right of Landlord to Perform.** All covenants and obligations to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant at the Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other action on its part to be performed, and such failure shall continue for fifteen (15) days after notice thereof by the Landlord (unless such failure specified by Landlord is not capable of cure within such fifteen (15) day period, and Tenant begins works promptly after Landlord's notice and diligently and continuously pursues such work to completion), the Landlord may, but shall not be obligated to, and without waiving or releasing the Tenant from any obligation of the Tenant, perform on the Tenant's behalf any such acts to be made or performed. Any cost so incurred by Landlord, together with interest thereon at a rate equal to the maximum rate permitted by law, or to fully reimburse Landlord for performing, any covenant or obligation of Tenant under this Lease shall be payable to the Landlord on demand, and the Landlord shall have the same rights and remedies in the event of the nonpayment thereof as in the event of default by the Tenant in the payment of rent.

**16.4 Interest.** Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate per annum ("Interest Rate") equal to the prime interest rate published from time to time by the Wall Street Journal plus three (3) percent-age points (but in no event to exceed the maximum lawful rate) from the date such amount was originally due to and including the date of payment.

**16.5 Late Charges.** Tenant acknowledges that late payment by Tenant of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event Tenant shall fail to pay any installment of Base Rent or any Additional Rent due hereunder within fifteen (15) days after such sum is due, Tenant shall pay to Landlord as Additional Rent a late charge equal to Fifty Dollars ($50.00) and ten percent (10%) of each such installment or other sum due. A Fifty Dollar ($50.00) charge will be paid by the Tenant to the Landlord for each check returned "NSF" or otherwise rejected, in addition to the late charge.

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**16.6 Default By Landlord.** Landlord shall not be deemed to be in default hereunder unless Landlord shall fail to perform any act required by Landlord by this Lease, and such failure to perform continues for thirty (30) days after written notice from Tenant to Landlord specifying the nature of such default. If the nature of Landlord's obligation is such that more than thirty (30) days is required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) days and diligently prosecutes the same to completion. In no event shall Tenant be entitled to terminate this Lease by reason of Landlord's default except as set forth herein or pursuant to the judgment of a court of competent jurisdiction providing for such termination.

## 17. TITLE AND POSSESSION.

**17.1 Title and Possession.** Upon paying the rents and keeping the covenants and terms of this Lease on its part to be kept and performed, Tenant shall have uninterrupted possession during the continuance of this Lease, without interference by Landlord or anyone claiming through Landlord. During the nine (9) months prior to the expiration of the Initial Lease Term or any extension thereof, Landlord or its agents may advertise the availability of the Premises and show the Premises to prospective tenants during business hours upon providing at least twenty-four (24) hours advance written notice to Tenant.

**17.2 Landlord's Right to Inspect.** Upon at least twelve (12) hours prior written notice, except in an emergent situation, Tenant shall permit Landlord and Landlord's agents to enter the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the or the Building or for the purpose of making repairs, alterations, or additions to any portion of the Building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, or for the purpose of showing the Premises to prospective tenants, or placing upon the building any usual or ordinary "For Sale" signs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned; and shall permit Landlord at any time within Nine (9) months prior to the expiration of the Lease Term, to place upon the Premises any usual or ordinary "For Lease" signs. Notwithstanding the provisions of this Section 17.2, Landlord recognizes that due to the nature of Tenant's business and merchandise, access to certain areas of the Premises may be restricted and Landlord may only enter when accompanies by an employee or agent of Tenant.

## 18. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT.

**18.1 Subordination.** Upon request of Landlord, and any mortgagee or beneficiary of Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage in force against all or any part of the Premises, without charge to the Landlord or its lender. Any such subordination shall be subject to the condition that such mortgagee or beneficiary enters into a written agreement with Tenant, in recordable form, binding upon the successors and assigns of the parties thereto, by the terms of which such mortgagee or beneficiary agrees: (a) not to disturb the possession and other rights of Tenant under this Lease so long as Tenant continues to perform its obligations hereunder; (b) in the event of acquisition of title, or coming into possession, by said mortgagee or beneficiary, through foreclosure proceedings, deed in lieu of foreclosure or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease, and to perform all of Landlord's obligations under the terms of this Lease accruing after such acquisition of title or coming into possession. Failure of Tenant to execute any statements or instruments necessary or desirable to effectuate this Section 18 within fifteen (15) days after written request by Landlord to do so shall constitute a default under this Lease.

**18.2 Attornment.** In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage made by Landlord covering all or any part of the Premises, Tenant shall attorn to the purchaser and recognize the purchaser as Landlord under this Lease; provided that the purchaser shall be obligated to acquire and accept the Premises subject to this Lease and to perform all of Landlord's obligations under the terms of this Lease accruing after such acquisition of title or coming into possession.

**18.3 Tenant's Estoppel Certificate.** Tenant, within fifteen (15) days from receipt of Landlord's written request, shall execute, acknowledge and deliver to Landlord a written statement ("Tenant's Certificate") certifying to the extent applicable: (a) that this Lease is in full force and effect, without modification (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) that there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counterclaim or deduction against Rent; (c) the dates to which the Rent has been paid; and (d) any other matters reasonably requested by Landlord. Failure of Tenant to execute and deliver Tenant's Certificate shall constitute (i) a Default under this Lease; and (ii) acceptance of the Premises by Tenant and Tenant's acknowledgement that the statements referenced above are true and correct, without exception.

## 19. MISCELLANEOUS.

**19.1 Notices.** Any notice or document required or permitted to be delivered hereunder from one party to the other shall be in writing, and (a) in the case of hand delivery, shall be deemed given when personally delivered to such party at the address set forth below, (b) in the case of mailing, shall be deemed given on the fifth (5th) business day after being deposited in the United States Mails, postage prepaid, and sent by certified or registered mail to such party at the address set forth below, or (c) in all other cases (including facsimile or electronic delivery), shall be deemed given upon actual receipt by the other party. Delivery to either party's legal counsel shall be deemed sufficient and complete delivery to such party.

If to Landlord, to:
TITUSVILLE OUTPARCEL LLC
c/o Nick Jones
33 East Robinson St, Suite 210,
Orlando, FL 32801
Phone: 407.487.4839
E-mail: nick@alakai-capital.com

With a copy to:
Keating & Schlitt, P.A.
Attn: Kenneth L. Schlitt, Esq.
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Phone: (407) 425-2907
E-mail: kschlitt@keatlaw.com

If to Tenant, to:
GREEN ESSENCE GLOBAL, LLC
Address: 500 NW 54th Street
Miami, Fl 33127
Phone: 305-467-8770
E-mail: jjohnson@gudessence.com

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The address to which any notice, demand or other writing may be given, made or sent to either party may be changed by written notice given by such pursuant to this Section.

**19.2 Rules and Regulations.** Tenant agrees to, and shall, comply with the Rules and Regulations which the Landlord may, from time to time, adopt, promulgate and deliver to the Tenant and which are uniformly enforced. The Landlord shall not be responsible to the Tenant for the nonperformance of any of the Rules or Regulations by any other tenant of the Retail Property. The existence of and incorporation into this Lease of the Rules and Regulations shall not have the effect of subrogating the Tenant to the rights of the Landlord to enforce the Rules and Regulations against other Tenants of the Retail Property. The existence of the Rules and Regulations shall not be construed to impose upon the Landlord any duty or obligation to enforce the Rules Regulations. In addition, Tenant shall comply with all covenants, restrictions and other matters of record in the public records of the county in which the Premises are located which affect or encumber the Premises or the Retail Property.

**19.3 Parking**. Subject to the requirements of this Lease, Tenant has accepted the Premises AS-IS, including the current parking configuration and number of parking spots, and will share all other parking spots on a non-exclusive basis at the Retail Property; provided, however, should Landlord redevelop the Retail Property to add additional premises and users, Tenant's parking will be per code

**19.4 Limitation of Liability.** In consideration of the benefits accruing hereunder, Tenant covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord (except for cases of gross negligence, misrepresentation or fraud), Tenant's sole and exclusive remedy shall be against Landlord's interest in the real estate upon which the Premises are located, including rents and profits, and any insurance proceeds arising from such failure, breach or default, but neither Landlord, nor any of its partners or its manager shall be personally liable or responsible for any failure, breach or default of Landlord under this Lease. Landlord or Tenant shall not take any action against the manager or any individual partner, member, shareholder or manager, or against the assets of any individual partner, member, manager or shareholder of either party; provided, however, that nothing contained herein shall impair any rights of Landlord under any separate guaranty of Tenant's obligations under this Lease. Subject to the foregoing, the liability of the Landlord shall exist only so long as it is the owner of the fee or the leasehold of the Premises, and such liability shall not continue or survive after transfer of ownership of said fee or leasehold by Landlord, provided the transferee of such ownership agrees to assume any such liability occurring prior to the transfer.

**19.5 Events Beyond Control.** Neither party shall not be deemed in default with respect to the performance of any of the terms, conditions and covenants of this Lease if such party's failure to perform shall be due to any strike, lockout, war, sabotage, governmental control or regulations, or Act of God or other cause beyond the control of that party, providing such cause is not due to the willful act or gross negligence of that party; and provided further that the foregoing shall not excuse Tenant's failure to pay all Rent owing hereunder on a timely basis.

**19.6 Brokerage.** Tenant represents and warrants to Landlord that no party is entitled, as a result of the actions of Tenant, to a commission or other fee resulting from the execution of this Lease other than **Florida Equities who represents the Landlord** and shall be paid a commission from Landlord based on a separate written agreement. Tenant shall indemnify and defend Landlord against any claims by any broker or third party for any payment of any kind in connection with this Lease. In the event Tenant extends or renews this Lease, or expands the Premises, and Tenant engages a broker who is entitled to a

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commission, Tenant shall pay all commissions and fees payable to any party engaged by Tenant to represent Tenant in connection therewith. Landlord represents and warrants to Tenant that no party is entitled, as a result of the actions of Landlord, to a commission or other fee resulting from the execution of this Lease. Landlord and Tenant agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the non-indemnifying party as a result of the untruth or incorrectness of the foregoing representation and warranty, or failure to comply with the provisions of this Section.

**19.7 Litigation and Attorneys' Fees.** In the event it shall be necessary for either party to this Lease to bring suit to enforce any provision hereof or for damages on account of any breach of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees (including reasonable attorneys' fees and costs at trial and in any appellate or bankruptcy proceedings) as determined by the Court.

**19.8 Rent Tax.** Tenant is responsible to include the one percent (1%) percent Brevard County Sales tax on rent collected each month. If these tax rates change, and/or any other governmental agency having jurisdiction over the Premises enacts a sales tax, Tenant shall adjust the amount of Sales Tax paid to the Landlord each month accordingly. Nothing shall be deemed to obligate Tenant with respect to any income, inheritance or succession tax.

**19.9 Landlord's Cooperation.** Landlord will reasonably cooperate with Tenant in all matters relative to the Premises, including required municipal consents and permits, and will execute all papers proper or necessary in connection therewith; provided, however, that such cooperation shall be without cost to Landlord.

**19.10 Access**. Tenant shall be permitted to access to the Premises at all times during the Lease Term (twenty-four (24) hours per day, seven (7) days per week).

**19.11 Landlord's Rights Regarding Use**. In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Premises, each of which may be exercised without notice or liability to Tenant but must be conducted in accordance with all applicable laws and regulations as they may pertain to the Premises or the use thereof, (a) Landlord may install such signs, advertisements, notices or tenant identification information as it shall deem necessary or proper; and (b) Landlord shall have the right to make any repairs to the Premises which are necessary for its preservation provided, however, that any repairs made by Landlord shall be at Tenant's expense, unless otherwise caused by the gross negligence of Landlord, its employees, agents and contractors, or except as provided in Section 5.2.2 hereof.

**19.12 Miscellaneous Provisions.**

**19.12.1 Severability**. If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall in no way be affected or impaired thereby.

**19.12.2 Interpretation.** All provisions of this Lease have been negotiated by both parties at arms' length and neither party shall be deemed the scrivener of this Lease. The Lease shall not be construed for or against either party by reason of the authorship of any provision hereof. The captions for each section of this Lease are for convenience and reference only, and shall not be deemed in any manner

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to define, describe, extend, or limit the scope or intent of this Lease. As used in this Lease, the words tenant and landlord include the plural as well as the singular. Words used in the neuter gender include all genders.

**19.12.3 Entire Lease, Modification and Waiver.** This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall be of any force or effect. No amendment, modification or variation of this Lease or any of its terms or provisions shall be effective, binding or valid unless and until it is reduced to writing and executed by the parties. No failure of the Landlord to exercise any power given the Landlord by this instrument, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms of this Lease. The subsequent acceptance of rent by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease.

**19.12.4 Successors and Assigns.** The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the successors and signs of the parties hereto. Subject to the limitations contained herein, this instrument shall also bind and benefit the heirs, legal representatives, assigns, and successors of the respective parties. This instrument shall not become binding upon the parties until it has been executed by both Landlord and Tenant. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have the absolute right to assign all of its right, title and interest in and to this Lease to an affiliate of Landlord which acquires title to the Retail Property without any consent or approval of Tenant.

**19.12.5 Landlord's Right to Redevelop.** Notwithstanding anything in this Lease to the contrary (including but not limited to Tenant's options to extend the Initial Lease Term), after the One Hundred Eightieth (180th) month of the Lease Term, Landlord shall have the right to terminate this Lease and any remaining options to extend the term of the Lease solely for the purpose of demolishing and reconstructing, remodeling or otherwise redeveloping the Premises for a five or more story project (the "Redevelopment Option"). Landlord may exercise such Redevelopment Option by providing no less than six (6) months' advance written notice to Tenant at any time after the One Hundred Seventy-Fourth ($174^{th}$) month of the Lease Term. Should Landlord exercise the Redevelopment Option, this Lease shall terminate upon the termination date set forth in Landlord's notice which shall be no less than six (6) months from the date of such notice.

**19.12.6 Limitation on Liability.** The term "Landlord" as used in this Lease, so far as Landlord's covenants or obligations are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises; and in the event of any transfer or transfers of title thereto, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability for performance of any covenants or obligations of Landlord to be performed thereafter, except as otherwise provided. Notwithstanding any other provisions hereof, in the event of any breach or default by Landlord in any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises; however, in no event will any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord.

**19.12.7 Time of the Essence/Business Days.** Time, and timely performance, is of the essence of this Lease and of the covenants and provisions hereunder. Any time period that shall end on a

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Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. of the next full business day. The term "business day" or "business days" as used in this Lease shall mean all days which are not Saturdays, Sundays, and other holidays.

**19.12.8 Financial Information**. From time to time, at Landlord's request, but not less than annually, Tenant shall cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense, upon not less than ten (10) days' advance written notice from Landlord: (a) a current financial statement for Tenant and Tenant's financial statements for the previous two accounting years, (b) a current financial statement for any guarantor(s) of this Lease and the guarantor'(s) financial statements for the previous two accounting years and (c) such other financial information pertaining to Tenant or any guarantor as Landlord or any lender or purchaser of Landlord may reasonably request. All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Tenant hereby authorizes Landlord, from time to time, without notice to Tenant, to obtain a credit report or credit history on Tenant from any credit reporting company.

**19.12.9 Governing Law.** This Lease shall be interpreted and enforced under the laws of the State of Florida and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Property is located.

**19.12.10 No Third-Party Beneficiaries.** It is the intent and understanding of the Tenant and the Landlord that this Lease is solely between them and for their benefit and, accordingly, no party other than the Tenant and the Landlord shall have any rights or privileges under this Lease either as third party beneficiaries or otherwise.

**19.12.11 Covenants**. This Lease shall be construed as though the covenants contained herein are independent and not dependent and the parties hereby waives the benefit of any statute to the contrary. All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

**19.12.12 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

**19.12.13 Moisture and Mold.** Tenant acknowledges and agrees that: (i) mold spores are present essentially everywhere, and that (ii) mold can grow in most moist locations and (iii) good housekeeping, ventilation and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) are essential for mold prevention. Tenant has previously inspected the Premises and certifies that Tenant has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord (and Landlord's property manager) if Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks) and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant releases Landlord (and Landlord's property manager) from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew in or on the Premises which are otherwise not caused by the gross negligence, action or inaction of Landlord.

**19.12.14 Recording.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect thereto shall be recorded by either party, or by anyone acting through, under or on behalf of either party.

**19.12.15 Authority.** If Tenant is a corporation, partnership or other entity, each individual executing this Lease on behalf of said corporation, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, partnership or other entity in accordance with the duly adopted resolution of the Board of Directors of said corporation or with the bylaws of said corporation or under pertinent partnership, operating or other agreements, that any required consents or approvals of third parties have been obtained and that this Lease is binding upon said corporation, partnership or other entity.

**19.12.16 Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant.

**19.12.17 Right to Lease.** Subject to Tenant's exclusive use right, Landlord reserves the absolute right to effect such other tenancies in the Property as Landlord in its sole discretion shall determine, and Tenant is not relying on any representation that any specific tenant or number of tenants will occupy the Property.

**19.12.18 Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not result in the merger of Landlord's and Tenant's estates and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

**19.12.19 Plans.** Any floor plan, drawing or sketch that is attached to, referenced in or made a part of this Lease is used solely for the purpose of approximate identification and location of the Premises, and any markings, measurements, dimensions or notes of any kind contained therein are not to be considered a part of this Lease.

**19.12.20 Confidentiality.** The parties mutually acknowledge and agree that the terms of this Lease are confidential and constitute proprietary information of Landlord. The parties, including their respective partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of the other party to this Lease, which may be given or withheld by said party in its sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision, and the non-breaching party shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach.

**19.12.21 OFAC Certification.** Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses,

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risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**19.12.22 Waiver of Jury Trial.** LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

**19.12.23 Guaranty.** This Lease has been entered into by Landlord in reliance upon Tenant's representation that Tenant's obligations hereunder will be guaranteed by John Johnson, Gwendolyn Johnson, G & J Property Masters LLC, a Delaware limited liability company, and Frank K. Cooper Real Estate #1, Inc., a Florida corporation (each, a "Guarantor"). Contemporaneously with Tenant's execution of this Lease, Tenant shall have the Guarantees attached hereto as ***Exhibits G-1 through G-4*** executed by each Guarantor, and shall deliver such executed Guarantees to Landlord contemporaneously with Tenant's delivery of the executed Lease. In the event that Tenant shall fail to deliver either such executed Guaranty to Landlord contemporaneously with Tenant's delivery of the executed Lease, then this Lease shall be voidable at Landlord's sole option upon written notice to Tenant forwarded no later than thirty (30) days following the Commencement Date.

**19.12.24 Mandatory Arbitration.** Except for an action for possession of the Premises as a result of a default under this Lease, any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall occur in Orange County, Florida (or any other location mutually agreed upon by the parties) before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**19.12.25 Intentionally Omitted.**

**19.12.26 Common Areas.** All Common Areas and facilities which the Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if such license is revoked, or if the amount of such areas are diminished, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation of license or diminution of such areas be deemed constructive or actual eviction. Tenant's use of the Common Areas shall be subject to the Rules and Regulations.

**19.12.27** Attached to this Lease are:

Exhibit A - Legal Description
Exhibit B - Site Plan Identifying Premises
Exhibit C - Landlord's and Tenants Work
Exhibit D - Exclusive Uses
Exhibit E - Signage Requirements
Exhibit F - Medical Marijuana Addendum

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

Exhibits G-1 – G-4 Guarantees

**20. CONTINGENCIES**.

**20.1 Contingency on Prior Tenant Lease Termination**. This Lease and all obligations of the parties hereunder are expressly conditioned upon the successful execution of a lease termination agreement or settlement between Landlord and the existing tenant presently occupying or leasing the Premises. In the event such agreement is not executed, and the Premises are not delivered free and clear of any rights of the prior tenant on or before the date that is sixty (60) days after full execution of this Lease, then Tenant shall have the right, in its sole discretion, to terminate this Lease upon written notice to Landlord, whereupon this Lease shall be deemed null and void and neither party shall have any further obligations hereunder, and any amounts paid by Tenant shall be promptly refunded. Landlord agrees to use good faith and commercially reasonable efforts to secure termination of the existing lease as promptly as possible and shall keep Tenant reasonably informed of the status of such efforts.

**20.2 Due Diligence.** Tenant will have a Due Diligence period of thirty (30) days after the full execution of the lease for Tenant to satisfy itself as to all matters relating to its lease of the Property. Prior to expiration of the Due Diligence Period, Tenant will have the right provide Notice to Landlord to terminate the relationship and release Tenant from further obligation. During this period Tenant and its contractors shall be permitted to enter the space.

**20.2 Intentionally Deleted.**

LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT OR THE GRANT OF AN OPTION TO TENANT TO LEASE THE PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED THIS LEASE TO TENANT IN THE MANNER SET FORTH IN THIS LEASE, INCLUDING BY ELECTRONIC SIGNATURE.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year set forth hereinabove.

**TENANT:**
**GREEN ESSENCE GLOBAL, LLC**,
a Florida limited liability company

Signed by:
By: Jasmine Johnson
1E6DFAEF99324C3...
Name: Jasmine Johnson
FEIN: 26-4562296

**LANDLORD:**

**TITUSVILLE OUTPARCEL LLC,**
a Florida limited liability company

DocuSigned by:
By: Nick Jones
2527CA87AE2A493...
Nicholas Jones, Authorized Member
FEIN: 99-2230113

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EXHIBIT A

Legal Description

Official Records Book 9409 Page 2264

Lot 12, Block 10, and that part of Lots 13 through 17, Block 10, of A RESUBDIVSION OF BLOCKS 2, 3, 4, 10 and 11, BLOCK 5, EXCEPT LOTS 8 & 9, LOTS 1, 12 & 13 of BLOCK 6, LOTS 3, 4, 5, 6, 8, 9 & 10 of BLOCK 9 of GLEASON'S ADDITION TO TITUSVILLE, recorded in Plat Book 2, page 8 of the public records of Brevard County, Florida, lying east of the east right of way line of New U.S. Highway No. 1, according to the description of the center line of said Highway recorded in condemnation suit in Law No. 5577, State Road Dept. vs. Roberts, more particularly described as follows:

Commencing at a concrete monument of the S.E. corner of Lot 18, Block 10, of said Gleason's Resubdivision, run thence N 0° 26° 48" E along the west right-of-way line of Washington Avenue (State Road No. 5) 53.24 feet to the S.E. corner of said Lot 17, Block 10 and the POINT OF BEGINNING of the land herein described; thence run N 89° 13' 14° W, along the south line of said Lot 17 a distance of 28.29 feet to a point on the easterly right-of-way line of said U.S. Highway No. 1; thence N 16° 33' 49° W along said right-of-way line, 182.25 feet to the point of curvature of a circular curve concave easterly having a radius of 2834.93 feet; thence northwesterly along said east right-of-way line of U.S. Highway No. 1, and along the arc of said curve through a central angle of 1° 42' 40" a distance of 84.66 feet to a point on the west line of said Lot 13, Block 10; thence N 0° 26' 03" E along the west line of said Lot 13 and the west line of said Lot 12, Block 10, a distance of 63.44 feet to the N.W. corner of said Lot 12; thence S 89° 40' 39" E along the north line of said Lot 12 a distance of 105.18 feet to the N.E. corner of said Lot 12; thence S 0° 26' 48" W along the east line of said Lots 12 through 17, Block 10 and along the west right-of-way line of Washington Avenue, a distance of 319.42 feet to the point of beginning.

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EXHIBIT B

Site Plan



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# EXHIBIT C

## Landlord's and Tenant's Work

Landlord's Work:

Landlord, at its sole cost and expense, shall deliver the Premises to Tenant broom-clean, "AS-IS, WHERE-IS," with all structural elements in good working order on the Commencement Date of the Lease.

Tenant's Work:

Tenant shall improve the Premises consistent with its prototypical interior floor plan and finishes. Landlord shall have the right to review and approve Tenant's proposed improvement plans, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be responsible for completing and doing all other work to the Premises in accordance with Section 3.3 of this Lease.

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# EXHIBIT D

## Exclusive or Prohibited Uses

N/A

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EXHIBIT E – SIGN CRITERIA
SIGN SPECIFICATIONS & REQUIREMENTS
Alakai Capital LLC

The intent of these specifications and regulations is to create a graphic environment that is individual and distinctive in identity for the merchant and also compatible with other signs within the Retail Property. The total concept should give an impression of quality and professionalism and instill a good business image.

The following specifications are to be used for design of your sign; however, in all cases final written approval from Landlord and local permits are required prior to manufacturing and installation, including any sign(s) inside that may be visible from the outside. The sign may not be larger than the square footage allowed to the space per the local municipality and per the Management Control Letter provided by Landlord.

PROCEDURE: Your colored sign drawing must be submitted in two (2) copies to the attention of Lance Samardge at Alakai Capital LLC, 33 E Robinson St. Suite 210, Orlando, FL 32801, for written approval. Electronic submittal to LSamardge@Alakai-Capital.com is also acceptable. One copy will be returned to you or your sign company within five (5) business days of receipt and one copy shall be retained in the lease file.

NOTICE: Landlord's written approval and Tenant's conformance with these specifications does not imply conformance with local and other applicable sign codes. Your sign must be permitted and must comply with all applicable electrical and local sign codes. A copy of the permit(s) must be emailed to the Landlord at LSamardge@Alakai-Capital.com before installation commences.

A. TYPE OF SIGN

1. Exterior parapet sign. Individual, channel letters. Letters are not to be on a background and shall
   be mounted in the sign band area of the facade. Drawings must show attachment detail.
2. Under canopy sign- Location, design and installation to be approved by Landlord at Tenant's expense.

B. SIZE OF SIGN

1. Height is 36" maximum, single or double lines. A 4" space must be maintained between rows.
2. Length- The overall length or spread of letters shall not exceed 2/3 (two-thirds) of leased front footage.
3. Centerline- Centered on storefront.

C. STYLE OF SIGN

1. Any style of letter may be used. Upper and lower case may be used.
2. Only Logo's having a registered trademark will be permitted. All Logos must be pre-approved by Landlord and must be proportionate to the height of fascia and sign and also consistent with basic color of signage.

D. COLOR OF SIGN

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1. N/A

E. CONSTRUCTION OF LETTERS

1. N/A

F. PLACEMENT OF LETTERS

1. Sign shall be centered on fascia area of storefront left to right and centered vertically top to bottom.
2. No unusual letter spacing shall be used to stretch or extend copy area.
3. Non-corrosive mounting fasteners must be used.

G. DRAWINGS TO INCLUDE

1. Dimensions to scale.
2. Full color.
3. Style of sign and letters.
4. State types of materials being used.
5. Details regarding method of attachment.

H. PROHIBITED

1. Moving or rotating signs.
2. Moving or flashing lights.
3. Exposed ballast boxes or transformers.
4. Signs exhibiting name, stamp or decal of the sign manufacturer or installer unless required by codes.
5. Signs painted on unfinished metal, wood or plastic material.
6. Signs with plastic letters, luminous vacuum type plastic letters, un-edged or uncapped letters with no returns and exposed fastenings.
7. Cloth, wood, paper or cardboard signs, stickers, decals or painted signs hung around or on surfaces exterior to the Premises or on doors or windows.
8. Signs identifying leased departments or concessionaires in the Leased Premises.
9. Search lights, rotating lights, balloons or other advertisements

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EXHIBIT F- MEDICAL MARIJUANA LEASE ADDENDUM

1. **Permitted Use.** Tenant is in the process of seeking authorization from the State of Florida's Department of Health to cultivate, process, transport, and dispense medical marijuana as (or on behalf of) a "Medical Marijuana Treatment Center" in compliance with Florida law. Tenant acknowledges that it intends to utilize the Premises for the storage, sale and transportation of state approved medical marijuana and medical marijuana products (the "**Permitted Use**"). As a condition of the Permitted Use, Tenant shall maintain appropriate licensing or applications in good standing as required by all applicable state and local laws, ordinances, rules, resolutions and regulations promulgated with respect thereto. Tenant shall at all times operate Tenant's business in accordance with Section 381.986 of the Florida Statutes, as amended, Article X, Section 29 of the Florida Constitution, all federal (with the exception the extent which the Services do not comply with the *Controlled Substances Act*, 21 U.S.C. § 801 *et seq*.), state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Permitted Use, Premises (or any portion thereof), Landlord or Tenant, including both statutory and common law, hazardous waste rules and regulations, and state medical marijuana licensing and program laws, rules and regulations (as such may be amended from time to time) (the "**Applicable Laws**"). If the Applicable Laws are changed in the future to allow recreational marijuana sales in Florida, Tenant shall not be permitted to utilize the Premises for such recreational marijuana sales without Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed.

2. **Early Termination.** Notwithstanding anything in the Lease to the contrary, Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant, or if sooner to terminate the Lease upon the occurrence of any of the following events (collectively, "**Early Termination Events**"):

(a) The seizure by any governmental authority seeking forfeiture of the Premises, whether or not the court forfeiture proceeding has commenced;

(b) Revocation, by order, decree, mandate or ruling of any court or governmental agency, of Tenant's right to continue to operate as a "Dispensing Organization" or "Medical Marijuana Treatment Center" in compliance with Florida law and which is not otherwise reinstated within sixty (60) days thereafter;

(c) An event that (i) requires closure of the building for more than 180 consecutive days for remediation of materially adverse circumstances created by Tenant's use of the Premises, or for more than two hundred ten (210) consecutive calendar days within a three hundred sixty (360) consecutive day period.

Landlord's right to terminate the Lease upon the occurrence of an Early Termination Event shall be in addition to the termination rights of Landlord set forth in any other applicable provisions of the Lease. Tenant shall have no right to cure any of the Early Termination Events, unless otherwise provided for herein or Landlord, in Landlord's sole discretion, specifically provides Tenant with such option to cure and sets forth the timeline for which Tenant may cure or have the Lease terminated.

3. **Right to Inspect.** Landlord shall have the right, but not obligation, to inspect the Premises (subject to and in accordance with all Applicable Laws) from time to time upon at least forty-eight (48) hours prior written notice; provided, however, this right shall not extend to patient records maintained by

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Tenant pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or any analogous state laws, rules or regulations governing patient privacy.

4. **Waiver**. Failure of Landlord to enforce or exercise any of its rights under this Addendum will not constitute a waiver of those rights or a waiver of any subsequent enforcement or exercise of its rights under this Addendum.

5. **Conflict**. In the event of a conflict between the terms of the Lease and the terms contained herein, the terms of this Addendum shall control.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

EXHIBIT G-1 – PERSONAL GUARANTY

GUARANTY OF LEASE - PERSONAL

THIS GUARANTY OF LEASE (the "Guaranty") is given by JOHN JOHNSON (the "Guarantor") to induce TITUSVILLE OUTPARCEL LLC, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 28th day of November, 2025 (the "Lease") between the Landlord and GREEN ESSENCE GLOBAL, LLC, a Florida limited liability company (the 'Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Brevard County, Florida at 1220 S Washington Ave, Titusville, FL 32780, on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of himself and his successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the due and punctual payment of all Rent (as defined in the Lease) payable pursuant to the Lease, and each and every installment thereof as well as the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the Rules and Regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

If Guarantor, directly or indirectly, advances any sums to Tenant, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease and this Guaranty. The Guarantor further agrees that, upon the occurrence of an event of a default (as set forth in the Lease), all indebtedness, liability or liabilities now or at any time or times hereafter owing by Tenant to the Guarantor will be subordinate to the obligations guaranteed hereunder and any payment to Guarantor by Tenant, if Landlord so requests in writing, shall after the Guarantor's receipt of such notice be received by the Guarantor as trustee for Landlord on account of the obligations guaranteed hereunder.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease., Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may not proceed against Guarantor without having demanded performance of or commenced any action against Tenant. Nothing contained herein is intended to prevent Landlord from demanding performance under the Lease or commencing any action against both Guarantor and Tenant at the same time under the same demand or action.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of Title 11 of the United States Code, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named Tenant thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and /or required to be repaid to the Tenant or Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease Term and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the Term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such

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extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suite or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable prevailing party expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

5. Representation by Guarantor. Guarantor represents and warrants that it is a member of Tenant, and, as such, has a material economic interest in Tenant. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease. The Guarantor further represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit; Governing Law and Venue. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and his successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its

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successors and assigns. Any litigation concerning this Guaranty or the Lease shall be initiated in the county in which the Premises is located.

10. Miscellaneous. The liability of each Guarantor hereunder, if more than one, shall be joint and several and the undersigned agree that Landlord, in Landlord's sole discretion, may (i) bring suit against the Guarantor of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one Guarantor for such consideration as Landlord may deem proper, and (iii) release any Guarantor for liability.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Landlord and are binding upon the respective successors and assigns of Guarantor.

Within seven (7) days after written request therefor from Landlord, Guarantor shall deliver to Landlord, or its designee, an estoppel letter from Guarantor ratifying and confirming Guarantor's obligations under this Guaranty.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

11. WAIVER OF JURY TRIAL. LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR GUARANTOR, OR BY TENANT OR GUARANTOR AGAINST LANDLORD, ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS GUARANTY, THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this ___day of _____, 2025.

GUARANTOR:



Name: John Johnson
Address: 500 NW 54th Street
Miami, Fl 33127
Phone: 304-467-8770
Email: jjohnson@gudessence.com

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

EXHIBIT G-2 – PERSONAL GUARANTY

GUARANTY OF LEASE - PERSONAL

THIS GUARANTY OF LEASE (the "Guaranty") is given by GWENDOLYN JOHNSON (the "Guarantor") to induce TITUSVILLE OUTPARCEL LLC, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 28th day of November, 2025 (the "Lease") between the Landlord and GREEN ESSENCE GLOBAL, LLC, a Florida limited liability company (the 'Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Brevard County, Florida at 1220 S Washington Ave, Titusville, FL 32780, on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of herself and her successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the due and punctual payment of all Rent (as defined in the Lease) payable pursuant to the Lease, and each and every installment thereof as well as the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the Rules and Regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

If Guarantor, directly or indirectly, advances any sums to Tenant, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease and this Guaranty. The Guarantor further agrees that, upon the occurrence of an event of a default (as set forth in the Lease), all indebtedness, liability or liabilities now or at any time or times hereafter owing by Tenant to the Guarantor will be subordinate to the obligations guaranteed hereunder and any payment to Guarantor by Tenant, if Landlord so requests in writing, shall after the Guarantor's receipt of such notice be received by the Guarantor as trustee for Landlord on account of the obligations guaranteed hereunder.

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease., Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may not proceed against Guarantor without having demanded performance of or commenced any action against Tenant. Nothing contained herein is intended to prevent Landlord from demanding performance under the Lease or commencing any action against both Guarantor and Tenant at the same time under the same demand or action.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of Title 11 of the United States Code, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named Tenant thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and /or required to be repaid to the Tenant or Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease Term and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the Term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such

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extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suite or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable prevailing party expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

5. Representation by Guarantor. Guarantor represents and warrants that it is a member of Tenant, and, as such, has a material economic interest in Tenant. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease. The Guarantor further represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit; Governing Law and Venue. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and her successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its

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successors and assigns. Any litigation concerning this Guaranty or the Lease shall be initiated in the county in which the Premises is located.

10. Miscellaneous. The liability of each Guarantor hereunder, if more than one, shall be joint and several and the undersigned agree that Landlord, in Landlord's sole discretion, may (i) bring suit against the Guarantor of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one Guarantor for such consideration as Landlord may deem proper, and (iii) release any Guarantor for liability.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Landlord and are binding upon the respective successors and assigns of Guarantor.

Within seven (7) days after written request therefor from Landlord, Guarantor shall deliver to Landlord, or its designee, an estoppel letter from Guarantor ratifying and confirming Guarantor's obligations under this Guaranty.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

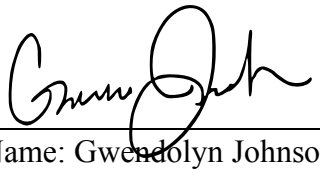
If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

11. WAIVER OF JURY TRIAL. LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR GUARANTOR, OR BY TENANT OR GUARANTOR AGAINST LANDLORD, ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS GUARANTY, THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this ___day of _____, 2025.

GUARANTOR:



Name: Gwendolyn Johnson
Address: 500 NW 54th Street
Miami, Fl 33127
Phone: 304-467-8770
Email:

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EXHIBIT G-3 – ENTITY GUARANTY

GUARANTY OF LEASE – ENTITY

THIS GUARANTY OF LEASE (the "Guaranty") is given by G & J PROPERTY MASTERS LLC, a Delaware limited liability company (the "Guarantor") to induce TITUSVILLE OUTPARCEL LLC, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 28th day of November, 2025 (the "Lease") between the Landlord and GREEN ESSENCE GLOBAL, LLC, a Florida limited liability company (the 'Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Brevard County, Florida at 1220 S Washington Ave, Titusville, FL 32780, on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of itself and its successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the due and punctual payment of all Rent (as defined in the Lease) payable pursuant to the Lease, and each and every installment thereof as well as the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the Rules and Regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

If Guarantor, directly or indirectly, advances any sums to Tenant, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease and this Guaranty. The Guarantor further agrees that, upon the occurrence of an event of a default (as set forth in the Lease), all indebtedness, liability or liabilities now or at any time or times hereafter owing by Tenant to the Guarantor will be subordinate to the obligations guaranteed hereunder and any payment to Guarantor by Tenant, if Landlord so requests in writing, shall after the Guarantor's receipt of such notice be received by the Guarantor as trustee for Landlord on account of the obligations guaranteed hereunder.

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Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease., Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may not proceed against Guarantor without having demanded performance of or commenced any action against Tenant. Nothing contained herein is intended to prevent Landlord from demanding performance under the Lease or commencing any action against both Guarantor and Tenant at the same time under the same demand or action.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of Title 11 of the United States Code, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named Tenant thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and /or required to be repaid to the Tenant or Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease Term and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the Term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such

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extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suite or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable prevailing party expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

5. Representation by Guarantor. Guarantor represents and warrants that it is an affiliate of Tenant, and, as such, has a material economic interest in Tenant. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease. The Guarantor further represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit; Governing Law and Venue. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and its successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its

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successors and assigns. Any litigation concerning this Guaranty or the Lease shall be initiated in the county in which the Premises is located.

10. Miscellaneous. The liability of each Guarantor hereunder, if more than one, shall be joint and several and the undersigned agree that Landlord, in Landlord's sole discretion, may (i) bring suit against the Guarantor of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one Guarantor for such consideration as Landlord may deem proper, and (iii) release any Guarantor for liability.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Landlord and are binding upon the respective successors and assigns of Guarantor.

Within seven (7) days after written request therefor from Landlord, Guarantor shall deliver to Landlord, or its designee, an estoppel letter from Guarantor ratifying and confirming Guarantor's obligations under this Guaranty.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

11. WAIVER OF JURY TRIAL. LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR GUARANTOR, OR BY TENANT OR GUARANTOR AGAINST LANDLORD, ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS GUARANTY, THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this ___day of _____, 2025.

GUARANTOR:

G & J PROPERTY MASTERS LLC,
a Delaware limited liability company

By: _____
Name: Gwendolyn Johnson
Title: Manager
Address: 500 NW 54th Street
Miami, Fl 33127
Phone: 304-467-8770
Email:

Docusign Envelope ID: BD96D1FD-FCC9-404C-A774-52D587FF91A2

EXHIBIT G-4 – ENTITY GUARANTY

GUARANTY OF LEASE – ENTITY

THIS GUARANTY OF LEASE (the "Guaranty") is given by FRANK K. COOPER REAL ESTATE #1, INC., a Florida corporation (the "Guarantor") to induce TITUSVILLE OUTPARCEL LLC, a Florida limited liability company (the "Landlord"), to enter into that certain Commercial Lease Agreement dated the 28th day of November, 2025 (the "Lease") between the Landlord and GREEN ESSENCE GLOBAL, LLC, a Florida limited liability company (the 'Tenant").

WITNESSETH:

WHEREAS, the Tenant desires to lease from Landlord certain premises located in Brevard County, Florida at 1220 S Washington Ave, Titusville, FL 32780, on terms and conditions set forth in the Lease; and

WHEREAS, the Landlord has agreed to enter into the Lease and lease the Premises described therein to the Tenant on the express condition that the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor desires that the Landlord enter into the Lease with the Tenant.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

1. Obligation of Guarantor. The Guarantor, on behalf of itself and its successors, assigns, legal representatives and heirs, jointly and severally, absolutely and unconditionally guarantees to the Landlord, its successors and assigns, the due and punctual payment of all Rent (as defined in the Lease) payable pursuant to the Lease, and each and every installment thereof as well as the full and prompt performance and observance of all the provisions, terms and conditions of the Lease which Tenant is required to perform and observe, including, without limitation, the Rules and Regulations which Landlord may deliver to Tenant during the Lease Term pursuant to the Lease. There shall be absolutely no requirement of any notice of non-payment, non-performance, or non-observance, or requirement of proof, or notice, or demand.

If Guarantor, directly or indirectly, advances any sums to Tenant, such sums and indebtedness will be subordinate in all respects to the amounts then and thereafter due and owing by Tenant under the Lease. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease and this Guaranty. The Guarantor further agrees that, upon the occurrence of an event of a default (as set forth in the Lease), all indebtedness, liability or liabilities now or at any time or times hereafter owing by Tenant to the Guarantor will be subordinate to the obligations guaranteed hereunder and any payment to Guarantor by Tenant, if Landlord so requests in writing, shall after the Guarantor's receipt of such notice be received by the Guarantor as trustee for Landlord on account of the obligations guaranteed hereunder.

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Wherever reference is made to the liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease., Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may not proceed against Guarantor without having demanded performance of or commenced any action against Tenant. Nothing contained herein is intended to prevent Landlord from demanding performance under the Lease or commencing any action against both Guarantor and Tenant at the same time under the same demand or action.

Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of Title 11 of the United States Code, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named Tenant thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and /or required to be repaid to the Tenant or Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

2. Term of Guaranty. The liability of the Guarantor hereunder shall continue until all obligations to be performed and amounts to be paid by the Tenant pursuant to the terms and conditions of the Lease have been completely performed or fully paid, whether during the Lease Term or thereafter. This shall include the payment of any loss or damage incurred by the Landlord with respect to the Lease Term and Tenant's occupancy of the premises, or any other matter covered by this Guaranty. Further, this Guaranty shall remain in full force and effect and bind Guarantor to its terms and conditions during or with respect to any extension, modification or renewal of the Lease.

3. Consent to Landlord's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Landlord hereunder, that the Landlord may, without notice to or consent of the Guarantor, with or without consideration and upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, and for any period or periods, the Term of the Lease or time for payment of amounts now or hereafter owed to Landlord by the Tenant pursuant to the Lease, or amounts held by the Landlord as security for any such obligation; (b) settle or compromise any claim of the Landlord, and (c) release, in whole or in part, any person primarily or secondarily liable or obligated under the Lease or any other indebtedness or obligation of Tenant to Landlord. The Guarantor hereby ratifies and confirms any such

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extension, renewal, release, surrender, exchange, modification, impairment, settlement, or compromise; and all such actions shall be binding upon the Guarantor who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have by reason thereof.

4. Waivers by Guarantor. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suite or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable prevailing party expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.

5. Representation by Guarantor. Guarantor represents and warrants that it is an affiliate of Tenant, and, as such, has a material economic interest in Tenant. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease. The Guarantor further represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Landlord hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Landlord with respect to guaranteeing the performance and repayment of the Tenant's obligation to the Landlord pursuant to the Lease. The Guarantor further represents that it has received a copy of the Lease with all exhibits and attachments thereto, if any.

6. Remedy of Landlord. The Landlord may at its option proceed in the first instance against the Guarantor to enforce performance or collect amounts due under the Lease or any other obligation covered by this Guaranty, without first proceeding against the Tenant or any other person, firm, or corporation, and without first resorting to any property at any time held by the Landlord as collateral security.

7. Attorneys' Fees and Costs. If any legal action or other proceeding or action is brought for the enforcement of this Guaranty, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Guaranty, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses, even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include paralegal fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

8. Modification of Guaranty. The whole of this Guaranty is herein set forth and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. Construction and Benefit; Governing Law and Venue. This Guaranty is delivered and made in, and shall be construed pursuant to, the laws of the State of Florida, and is binding upon the Guarantor and its successors, heirs, assigns and legal representatives, and shall inure to the benefit of the Landlord, its

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successors and assigns. Any litigation concerning this Guaranty or the Lease shall be initiated in the county in which the Premises is located.

10. Miscellaneous. The liability of each Guarantor hereunder, if more than one, shall be joint and several and the undersigned agree that Landlord, in Landlord's sole discretion, may (i) bring suit against the Guarantor of the Lease jointly and severally or against any one or more of them, (ii) compound or settle with any one Guarantor for such consideration as Landlord may deem proper, and (iii) release any Guarantor for liability.

All of the terms and provisions of this Guaranty shall inure to the benefit of the successors and assigns of Landlord and are binding upon the respective successors and assigns of Guarantor.

Within seven (7) days after written request therefor from Landlord, Guarantor shall deliver to Landlord, or its designee, an estoppel letter from Guarantor ratifying and confirming Guarantor's obligations under this Guaranty.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.

If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of the Tenant had been enforceable against the Tenant.

11. WAIVER OF JURY TRIAL. LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR GUARANTOR, OR BY TENANT OR GUARANTOR AGAINST LANDLORD, ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS GUARANTY, THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed this ___day of _____, 2025.

GUARANTOR:

FRANK K. COOPER REAL ESTATE #1, INC.,
a Florida corporation

By: _____
Name: Gwendolyn Johnson
Title: President
Address: 500 NW 54th Street
Miami, Fl 33127
Phone: 304-467-8770
Email:

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>World Insurance Associates, LLC<br>20 Park Ave<br>Worcester, MA 01605 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (508) 752-7504 FAX (A/C, No): (508) 752-4017<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Mount Vernon Fire Insurance Company — 26522 |
| INSURED<br>Green Essence Global LLC dba GUD Essence LLC<br>500 NW 54th St<br>Miami, FL 33127 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | CP2700138 | 12/01/2025 | 12/01/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Property | | | CP2700138 | 12/01/2025 | 12/01/2026 | Building Improvement | 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Gūd Essence
1220 S Washington Ave
Titusville, FL 32780

**CERTIFICATE HOLDER**

Titusville Outparcel LLC
33 East Robinson Street
Suite 210
Orlando, FL 32801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Division of Corporations






# Detail by Entity Name

Florida Limited Liability Company
GREEN ESSENCE GLOBAL, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000056515 |
| **FEI/EIN Number** | 26-4562296 |
| **Date Filed** | 06/09/2008 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC NAME CHANGE |
| **Event Date Filed** | 04/07/2020 |
| **Event Effective Date** | NONE |

**Principal Address**

504 N.W. 54TH STREET
MIAMI, FL 33127

Changed: 04/17/2012

**Mailing Address**

PO BOX 370968
MIAMI, FL 33137

**Registered Agent Name & Address**

STRAUS, ARNOLD MJR
10081 PINES BOULEVARD, STE C
PEMBROKE PINES, FL 33024

**Authorized Person(s) Detail**

**Name & Address**

Title Authorized Member

JOHNSON, JASMINE SHAY
504 NW 54TH ST
Miami, FL 33127

Title Authorized Member

JOHNSON, JOHN HENRY, Jr.
504 N.W. 54TH STREET
MIAMI, FL 33127

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 04/23/2024 |
| 2025 | 04/29/2025 |
| 2026 | 04/16/2026 |

| | |
|---|---|
| 04/16/2026 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2025 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2024 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2023 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2021 -- ANNUAL REPORT | View image in PDF format |
| 08/15/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/30/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/07/2020 -- LC Name Change | View image in PDF format |
| 04/22/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/21/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/25/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/16/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/24/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2009 -- ANNUAL REPORT | View image in PDF format |
| 06/09/2008 -- Florida Limited Liability | View image in PDF format |

# REAL PROPERTY DETAILS
Account 2201102 - Roll Year 2025

| | |
|---|---|
| Owners | TITUSVILLE OUTPARCEL LLC |
| Mailing Address | 33 E ROBINSON ST ORLANDO FL 32801 |
| Site Address | 1220 S WASHINGTON AVE TITUSVILLE FL 32780 |
| Parcel ID | 22-35-03-56-10-12 |
| Taxing District | 14A0 - TITUSVILLE |
| Exemptions | NONE |
| Property Use | 1125 - CONVENIENCE STORE |
| Total Acres | 0.53 |
| Site Code | 0300 - U S 1 |
| Plat Book/Page | 0002/0008 |
| Subdivision | GLEASONS ADDN TO TITUSVILLE, RESUBD |
| Land Description | GLEASONS ADDN TO TITUSVILLE, RESUBD LOTS 12 TO 17 EX RD R/W BLK 10 |




## VALUE SUMMARY

| Category | 2025 | 2024 | 2023 |
|---|---|---|---|
| Market Value | $210,210 | $203,410 | $173,850 |
| Agricultural Land Value | $0 | $0 | $0 |
| Assessed Value Non-School | $210,210 | $191,230 | $173,850 |
| Assessed Value School | $210,210 | $203,410 | $173,850 |
| Homestead Exemption | $0 | $0 | $0 |
| Additional Homestead | $0 | $0 | $0 |
| Other Exemptions | $0 | $0 | $0 |
| Taxable Value Non-School | $210,210 | $191,230 | $173,850 |
| Taxable Value School | $210,210 | $203,410 | $173,850 |

## SALES / TRANSFERS

| Date | Price | Type | Instrument |
|---|---|---|---|
| 12/04/2024 | $450,000 | WD | 10230/0798 |
| 12/04/2024 | $450,000 | WD | 10230/0800 |
| 08/27/2022 | -- | DC | 10230/0789 |
| 02/08/2022 | -- | TD | 9409/2264 |
| 03/24/2015 | -- | WD | 7328/0023 |
| 03/23/2015 | -- | WD | 7327/1709 |
| 05/29/2014 | -- | WD | 7136/2397 |
| 05/29/2014 | -- | QC | 7136/2384 |
| 12/30/2009 | -- | QC | 6092/2592 |
| 12/30/2009 | -- | QC | 6092/2589 |
| 04/01/1999 | -- | PT | 4006/2641 |
| 07/30/1985 | -- | QC | 2663/0168 |
| 04/01/1970 | -- | -- | 1123/0513 |

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 1125 - CONVENIENCE STORE

| Materials | |
|---|---|
| Exterior Wall: | STUCCO |
| Frame: | MASNRYCONC |
| Roof: | BU-TG/MMBRN |
| Roof Structure: | BAR JOIST RIGID |

| Details | |
|---|---|
| Year Built | 1962 |
| Story Height | 14 |
| Floors | 1 |
| Residential Units | |
| Commercial Units | 1 |

| Sub-Areas | |
|---|---|
| Base Area (1st) | 2,009 |
| Total Base Area | 2,009 |
| Total Sub Area | 2,009 |

| Extra Features | |
|---|---|
| Paving - Concrete | 1,295 |
| Paving - Asphalt | 9,120 |
| Light Poles | 6 |
| Fence - Wood 6' | 36 |
| Paving - Concrete | 4,815 |
| Fence - Vinyl 6' | 43 |

ZACH KASKY ARCHITECTURE
**PROFESSIONAL DESIGN**

# GUD ESSENCE TITUSVILLE - TENANT ALTERATIONS

## CODE INFORMATION

### BREVARD COUNTY FLORIDA - 2023 MUNICIPAL CODE

**STREET ADDRESS:** 1220 S WASHINGTON AVE, TITUSVILLE, FL 32780
**PARCEL ID:** 22-35-03-56-10-12
**ZONING:** COMMERCIAL

### 2023 FLORIDA BUILDING CODE - BUILDING, 8TH EDITION

**302 - OCCUPANCY CLASSIFICATION:** MERCANTILE
**602 - CONSTRUCTION TYP:** VB

**601 - BUILDING ELEMENT FIRE RATING:**
- PRIMARY STRUCTURAL FRAME ---------- 0 HRS
- BEARING WALLS ---------- 0 HRS
- EXTERIOR ---------- 0 HRS
- INTERIOR ---------- 0 HRS
- NON-BEARING EXTERIOR WALLS AND PARTITIONS -------- 0 HRS
- NON-BEARING INTERIOR WALLS AND PARTITIONS -------- 0 HRS
- FLOOR AND ASSOCIATED MEMBERS ---------- 0 HRS
- ROOF AND ASSOCIATED MEMBERS ---------- 0 HRS

**903 - SPRINKLERS REQUIRED / PROVIDED:** NO / NO
**803 - INTERIOR WALL AND CEILING FINISH REQUIREMENTS:**
- ROOMS AND ENCLOSED SPACES ---------- CLASS C

**1005 - EGRESS COMPONENT WIDTH:**
- OTHER EGRESS COMPONENTS ---------- 0.2 IN/OCC

**1005 - ENCROACHMENT ON EGRESS WIDTH:**
- DOOR FULLY OPENED ---------- 7 IN
- DOOR ANY POSITION ---------- 1/2 REQUIRED WIDTH

**1006 - COMMON PATH OF TRAVEL:** 75 FT
**1017 - EXIT ACCESS TRAVEL DISTANCE:** 200 FT

### OTHER APPLICABLE CODES

2023 FLORIDA FIRE PREVENTION CODE - 8TH EDITION
2023 FLORIDA BUILDING CODE - PLUMBING, 8TH EDITION
2023 FLORIDA BUILDING CODE - ACCESSIBILITY 8TH EDITION
2023 FLORIDA BUILDING CODE - MECHANICAL, 8TH EDITION
2020 NFPA 70 - NATIONAL ELECTRIC CODE

## GENERAL NOTES

1. THESE DRAWINGS ARE NOT TO BE SCALED.
2. PLAN DIMENSIONS ARE TYPICALLY SHOWN TO THE NORTH AND EAST FACE OF WALL STUDS. WHEN A WALL IS CONSTRUCTED WITH MASONRY, THE DIMENSION LINES ARE TO THE FACE OF MASONRY. DIMENSIONS TO WALL OPENINGS ARE TO THE OPENING CENTERLINE.
3. CONTRACTOR SHALL PROVIDE NECESSARY BRACING AND STRUCTURES AS REQUIRED TO KEEP BUILDIGN STRUCTURALLY SOUND, WATERTIGHT, WEATHER TIGHT, AND SECURE DURING CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKADES TO MAINTAIN SAFETY.
5. CONTRACTOR SHALL DETERMINE THE EXTENT OF EXISTING UTILITIES WITHIN DEMOLITION AREAS REMOVE AND CAP UTILITIES TO BE ABANDONED IN PLACE IN ACCORDANCE WITH LOCAL CODES. RE-ROUTE UTILITES TO REMAIN AS REQUIRED.
6. CONTRACTOR RESPOSIBLE FOR LOCATING UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR EXCAVATING. IN FLORIDA CALL 811 48 HOURS IN ADVANCE.
7. THE CONTRACTOR SHALL PROVIDE THE OWNER AND LOCAL JURISDICTION COPIES OF THEIR LIABILITY INSURANCE, THE OWNER, ARCHITECT, AND LOCAL JURISDICTION SHALL BE NAMED ON THE CERTIFICATION.
8. THIS DRAWING SET ALONG WITH THE SPECIFICATIONS, CODES, AND REFERENCED STANDARDS, MAKE UP THE CONSTRUCTION DOCUMENTS. NEITHER ONE IS COMPLETE WITHOUT THE OTHER. WHERE DESCREPENCIES IN PRODUCT INFORMATION OCCUR, THE SPECIFICATIONS TAKE PRIORITY OVER DRAWINGS. WHERE PRICING DIFFERS BECAUSE OF DESCREPENCIES BETWEEN SPECS AND DRAWINGS, THE CONTRACTOR SHALL PROVIDE THE HIGHER VALUED ITEM AS PART OF THE BASE BID.
9. ALL EXTERIOR OPENING FLASHINGS TO BE PROVIDED IN ACCORDANCE WITH AAMA 711.
10. ALL EXTERIOR SEALANTS TO BE PROVIDED IN ACCORDANCE WITH AAMA 800.
11. FIRE SPRINKLER SYSTEM AND FIRE ALARM SYSTEM DESIGN BY SPRINKLER AND ALARM CONTRACTORS PER NFPA 13 AND NFPA 72.

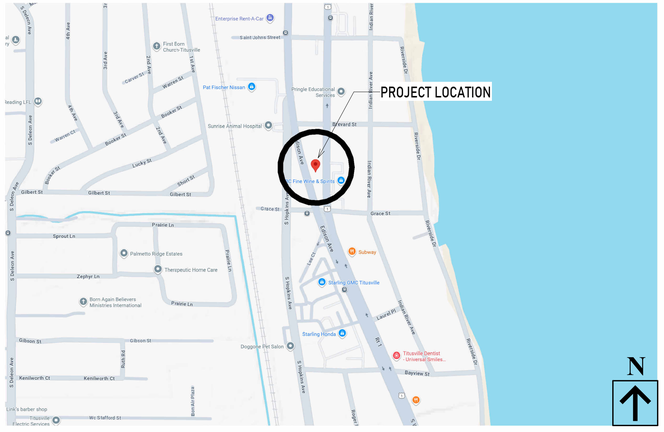
## AREA CALCULATIONS

1ST FLOOR CONDITIONED AREA: 1,982 SF

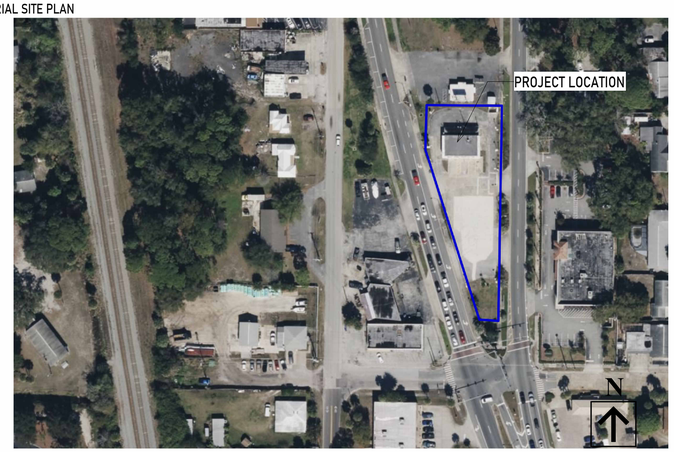
## ABBREVIATIONS

| | | | |
|---|---|---|---|
| ABV: | ABOVE | IN: | INCH |
| ACOUS: | ACOUSTICAL | ID: | INSIDE DIAMETER |
| ADDL: | ADDITIONAL | INS: | INSULATE |
| ADH: | ADHESIVE | INT: | INTERIOR |
| ADJ: | ADJUSTABLE | INV: | INVERT |
| AFF: | ABOVE FINISH FLOOR | JNT: | JOINT |
| AGG: | AGGREGATE | JST: | JOIST |
| AHJ: JURISDICTION | AUTHORITY HAVING | LB: | POUND |
| A/C: | AIR CONDITIONING | LAV: | LAVATORY |
| ALT: | ALTERNATE | LH: | LEFT HAND |
| ALUM: | ALUMINUM | L: | LENGTH |
| ANC: | ANCHOR, ANCHORAGE | LT: | LIGHT |
| AB: | ANCHOR BOLT | LF: | LINEAL FEET |
| ANOD: | ANODIZED | LL: | LIVE LOAD |
| APX: | APPROXIMATE | LVR: | LOUVER |
| ARCH: | ARCHITECT | MFR: | MANUFACTURER |
| ASPH: | ASPHALT | MO: | MASONRY OPENING |
| AUTO: | AUTOMATIC | MAX: | MAXIMUM |
| AVE: | AVENUE | MECH: | MECHANICAL |
| BM: | BEAM | MED: | MEDIUM |
| BVL: | BEVELED | MTL: | METAL |
| BLK: | BLOCK | MWK: | MILLWORK |
| BLKG: | BLOCKING | MIN: | MINIMUM |
| BLDV: | BOULEVARD | MIR: | MIRROR |
| BTW: | BETWEEN | MISC: | MISCELLANEOUS |
| BD: | BOARD | MLD: | MOULDING |
| BOT: | BOTTOM | N: | NORTH |
| BLDG: | BUILDING | NIC: | NOT IN CONTRACT |
| CAB: | CABINET | NTS: | NOT TO SCALE |
| CIP: | CAST-IN-PLACE | NO: | NUMBER |
| CL: | CENTERLINE | OC: | ON CENTER |
| CO: | CLEAN OUT | OP: | OPAQUE |
| CRPT: | CARPET | OD: | OUTSIDE DIAMETER |
| CIP: | CAST-IN-PLACE | PT: | PAINT |
| CLK: | CAULKING | PLAM: | PLASTIC LAMINATE |
| CB: | CATCH BASIN | PLT: | PLATE |
| CLG: | CEILING | PLYWD: | PLYWOOD |
| CT: | CERAMIC TILE | PCC: | PRECAST CONCRETE |
| CLR: | CLEAR | PCF: | POUNDS PER CUBIC FOOT |
| COL: | COLUMN | PLF: | POUNDS PER LINEAR FOOT |
| CONC: | CONCRETE | PSF: | POUNDS PER SQUARE FOOT |
| CMU: | CONCRETE MASONRY UNIT | PSI: | POUNDS PER SQUARE INCH |
| CONST: | CONSTRUCTION | PT: | PRESSURE TREATED |
| CONT: | CONTINUOUS | PL: | PROPERTY LINE |
| CJ: | CONTROL JOINT | QTY: | QUANTITY |
| CORR: | CORRUGATED | QT: | QUARRY TILE |
| CUFT: | CUBIC FOOT | RAD: | RADIUS |
| CUYD: | CUBIC YARD | RB: | RESILIENT BASE |
| DP: | DAMPPROOFING | REF: | REFERENCE |
| DTL: | DETAIL | REV: | REVISION |
| DIA: | DIAMETER | RM: | ROOM |
| DIM: | DIMENSION | RO: | ROUGH OPENING |
| DIV: | DIVISION | SCH: | SCHEDULE |
| DR: | DOOR | SECT: | SECTION |
| DT: | DRAIN TILE | SIM: | SIMILAR |
| DWG: | DRAWING | S: | SOUTH |
| E: | EAST | SPEC: | SPECIFICATION |
| EL: | ELEVATION | SQ: | SQUARE |
| EQ: | EQUAL | STD: | STANDARD |
| EQP: | EQUIPMENT | STL: | STEEL |
| EXH: | EXHAUST | STR: | STRUCTURAL |
| EXIST: | EXISTING | SS: | STAINLESS STEEL |
| EXT: | EXTERIOR | SYS: | SYSTEM |
| FOC: | FACE OF CONCRETE | TEL: | TELEPHONE |
| FOF: | FACE OF FINISH | TEMP: | TEMPERED |
| FOM: | FACE OF MASONRY | T&G: | TONGUE AND GROOVE |
| FOS: | FACE OF STUDS | T/O: | TOP OF |
| FOW: | FACE OF WALL | TOC: | TOP OF CONCRETE |
| FCB: | FIBER CEMENT BOARD | TOW: | TOP OF WALL |
| FGL: | FIBERGLASS | T: | TREAD |
| FIN: | FINISH | TYP: | TYPICAL |
| FFE: | FINISHED FLOOR ELEVATION | UL: | UNDERWRITERS LABORATORY |
| FA: | FIRE ALARM | UNF: | UNFINISHED |
| FE: | FIRE EXTINGUISHER | UND: | UNLESS NOTED OTHERWISE |
| FLSH: | FLASHING | VB: | VAPOR BARRIER |
| FLR: | FLOOR | VIF: | VERIFY IN FIELD |
| FLOR: | FLUORESCENT | VERT: | VERTICAL |
| FT: | FOOT, FEET | VIN: | VINYL SHEET |
| FTG: | FOOTING | WC: | WATER CLOSET |
| FND: | FOUNDATION | WH: | WATER HEATER |
| FBO: | FURNISHED BY OTHERS | WWF: | WELDED WIRE FABRIC |
| GA: | GAGE, GAUGE | WWM: | WELDED WIRE MESH |
| GALV: | GALVANIZED | W: | WEST |
| GL: | GLASS, GLAZING | WIN: | WINDOW |
| GLBK: | GLASS BLOCK | W/O: | WITHOUT |
| GLB: | GLUE LAMINATED BEAM | W/: | WITH |
| GT: | GROUT | WD: | WOOD |
| GRD: | GRADE, GRADING | | |
| GWB: | GYPSUM WALL BOARD | | |
| HWD: | HARDWARE | | |
| HVAC: | HEATING, VENTILATION- A/C | | |
| HT: | HEIGHT | | |
| HC: | HOLLOW CORE | | |
| HORZ: | HORIZONTAL | | |
| HB: | HOSE BIB | | |

## LOCATION MAP

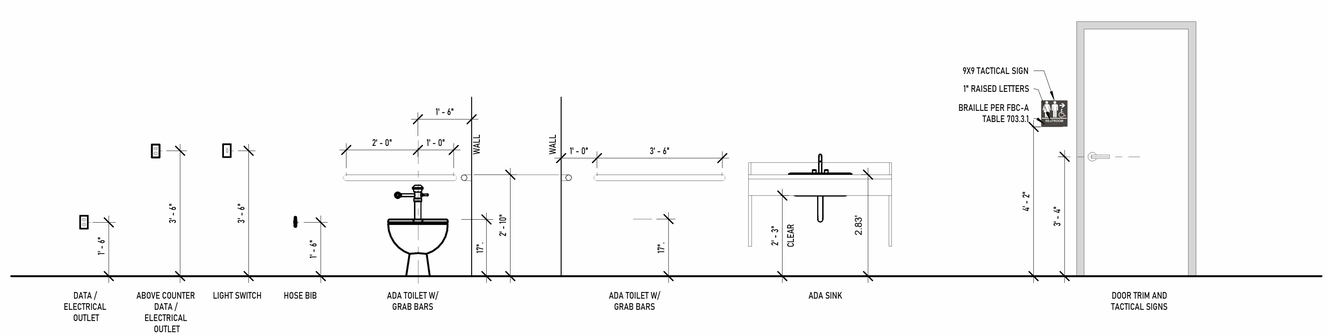



## AERIAL SITE PLAN




## DRAWING LIST


| | |
|---|---|
| G0.00 | COVER SHEET |
| A2.00 | FLOOR PLANS |
| M2.00 | MECHANICAL PLAN |
| E2.00 | ELECTRICAL POWER PLANS |
| P2.00 | PLUMBING PLANS |


TYPICAL MOUNTING HEIGHTS
1/2" = 1'-0"

1/30/2026 10:17:41 PM


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PO Box 780173, Orlando, FL 32828
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PROJECT
GUD ESSENCE
TITUSVILLE
TENANT ALTERATIONS
1220 S WASHINGTON AVE, TITUSVILLE, FL 32780

CONTRACTOR
PNP Construction Inc.

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DRAWING CERTIFICATION

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Zachary T Kasky
2026.01.30 22:22:45 -05'00'

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|---|---|---|
| | | |

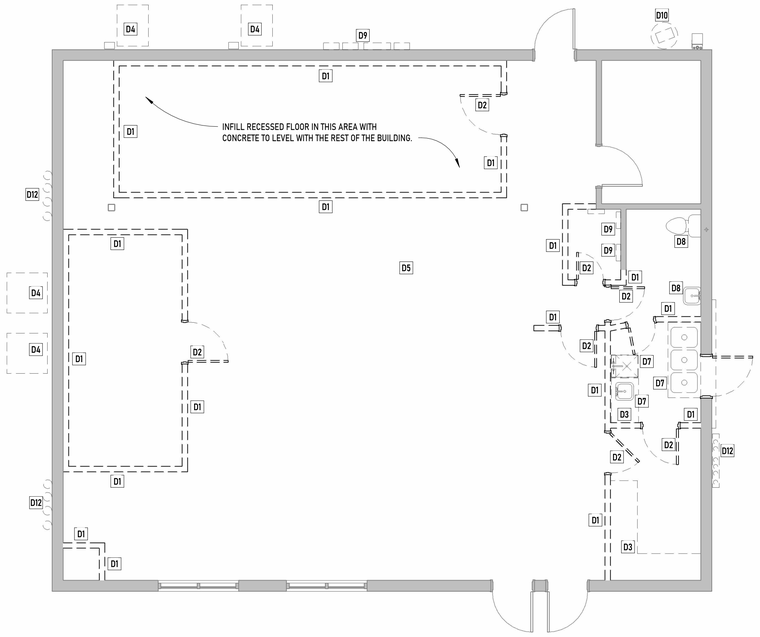
DRAWING TITLE
COVER SHEET

PROJECT # 2025058

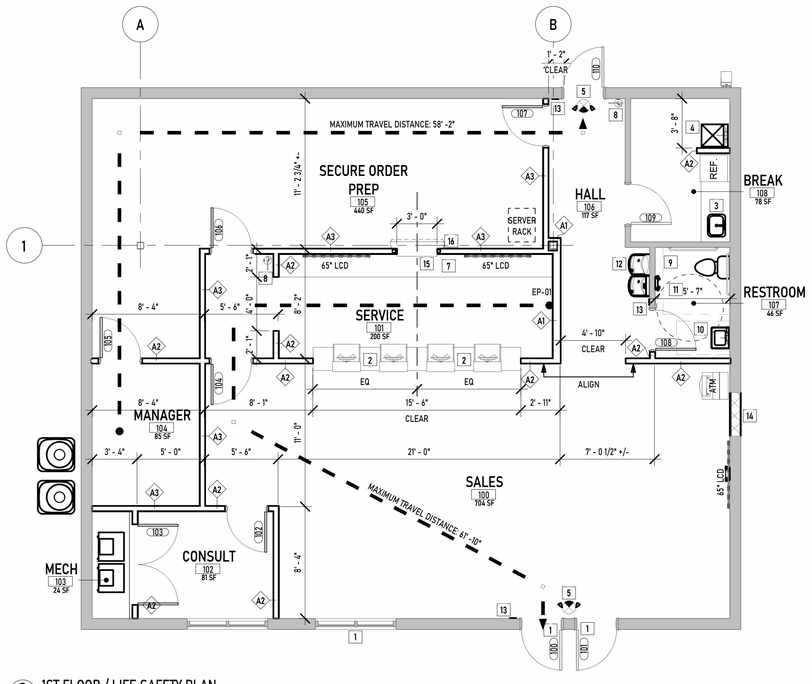
DATE JANUARY 30, 2026

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1 1ST FLOOR DEMOLITION PLAN
3/16" = 1'-0"




2 1ST FLOOR / LIFE SAFETY PLAN
3/16" = 1'-0"

## KEYED DEMOLITION NOTES

| Key Value | Keynote Text |
|---|---|
| D1 | REMOVE WALLS AS INDICATED. PATCH ADJACENT CONSTRUCTION AS REQUIRED. |
| D2 | REMOVE EXISTING DOOR AND FRAME. |
| D3 | REMOVE EXISTING COUNTERS AND CASEWORK. PATCH ADJACENT CONSTRUCTION AS REQUIRED. |
| D4 | REMOVE HVAC EQUIPMENT. |
| D5 | REMOVE EXISTING FINISHED FLOORING AND BASE AS REQUIRED FOR INSTALLATION OF NEW FLOORING AS SELECTED BY OWNER WITH CONTRACTOR. |
| D7 | REMOVE EXISTING SINK AND CAP PLUMBING AS REQUIRED BELOW FLOOR OR IN WALL. |
| D8 | REMOVE PLUMBING FIXTURE. |
| D9 | REMOVE ELECTRICAL PANELS / SWITCH / METER BOX. COORDINATE WITH UTILITY COMPANY. |
| D10 | REMOVE AIR COMPRESSOR DEVICE AND BASE. |
| D12 | REMOVE CONDUITS. |

## KEYED FLOOR PLAN NOTES

| Key Value | Keynote Text |
|---|---|
| 1 | PROVIDE OPAQUE WINDOW FROST AS SELECTED BY OWNER WITH CONTRACTOR. |
| 2 | PROVIDE NEW CUSTOM CASEWORK. PER OWNERS DESIGN STANDARDS. BY MILLWORK CONTRACTOR. COUNTERS BETWEEN POS STATIONS TO BE 34" AFF. |
| 3 | PROVIDE 34" HIGH, 26" DEEP COUNTER WITH ADA ACCESSIBLE SINK (SIDE APPROACH). |
| 4 | NEW SERVICE SINK. |
| 5 | NEW LIT EXIT SIGN WITH 90 MIN EMERGENCY LIGHTS. SEE LIGHTING PLAN. |
| 7 | NEW 36" HIGH BACK COUNTER AND CASEWORK BY CONTRACTOR AS SELECTED BY OWNER. |
| 8 | 10LB WALL HUNG "ABC" TYPE FIRE EXTINGUISHER. |
| 9 | 60"x60" WATER CLOSET CLEAR FLOOR AREA. |
| 10 | 30"x48" LAVITORY CLEAR FLOOR AREA. |
| 11 | 60" DIA. CLEAR WHEELCHAIR TURNING AREA. |
| 12 | PROVIDE NEW ADA DUAL HEIGHT DRINKING FOUNTAINS. |
| 13 | PROVIDE 9"X9" TACTICAL, ADA COMPLIANT, RESTROOM OR EXIT SIGNAGE BOTTOM OF SIGN SHALL BE LOCATED 4'-2" AFF. |
| 14 | INFILL EXTERIOR WALL TO MATCH ADJACENT CONSTRUCTION. FINISH TO MATCH. |
| 15 | 36" HIGH COUNTER AND ROLL UP SECURITY DOOR. CLOPLAY CESC10. 36"W X 48" H. |
| 16 | PROVIDE HSS3X3X1/4" IN THE JAMBS OF THE DOOR FROM FLOOR TO STRUCTURE ABOVE. PROVIDE L3X3X1/4"X3" CLIPS AT TOP AND BOTTOM. PROVIDE HSS3X3X1/4" HEADER ABOVE OPENING. COORDINATE ALL LOCATIOS WITH DOOR MANUFACTURER. |

## OCCUPANCY SCHEDULE

| ROOM NUMBER | ROOM NAME | FUNCTION OF SPACE | GROSS AREA | OCCUPANCY FACTOR (OCC/SF) | TOTAL OCCUPANTS |
|---|---|---|---|---|---|
| 100 | SALES | MERCANTILE | 704 SF | 30 | 24 |
| 101 | SERVICE | MERCANTILE | 200 SF | 30 | 7 |
| 102 | CONSULT | BUSINESS AREA | 81 SF | 150 | 1 |
| 103 | MECH | NORMALLY NOT OCCUPIED | 24 SF | 0 | |
| 104 | MANAGER | BUSINESS AREA | 85 SF | 150 | 1 |
| 105 | SECURE ORDER PREP | MERCANTILE STORAGE SHIPPING | 440 SF | 300 | 2 |
| 106 | HALL | BUSINESS AREA | 117 SF | 150 | 1 |
| 107 | RESTROOM | BUSINESS AREA | 46 SF | 150 | 1 |
| 108 | BREAK | BUSINESS AREA | 78 SF | 150 | 1 |
| TOTALS: | | | | | 38 |

## DOOR SCHEDULE

| DOOR NUMBER | DOOR WIDTH | DOOR HEIGHT | DOOR THICKNESS | DOOR MATERIAL | DOOR FINISH | FRAME MATERIAL | FRAME FINISH | Fire Rating | HARDWARE SET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | EXIST | EXIST | EXIST | EXIST | | EXIST | |
| 101 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | EXIST | EXIST | EXIST | EXIST | | EXIST | |
| 102 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-02 | |
| 103 | 6' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-03 | PER DOOR |
| 104 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-02 | |
| 105 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-02 | |
| 106 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-04 | |
| 107 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-04 | |
| 108 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | WD | PT | HM | PT | | HW-01 | |
| 109 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | EXIST | PT | EXIST | EXIST | | EXIST | |
| 110 | 3' - 0" | 7' - 0" | 0' - 1 3/4" | EXIST | PT | EXIST | PT | | EXIST | |

## DOOR HARDWARE SCHEDULE

HW-01 PRIVACY SET - RESTROOM

| | | | |
|---|---|---|---|
| LOCKSET | ND40S-RHO | 626 | SCHLAGE |
| (3) HINGE | 5BBI 3.5"X3.5" | 626 | IVES |
| DOORSTOP | WS401CVX | 626 | IVES |
| SILENCERS | SR64 | | IVES |

HW-02 PRIVACY SET - OFFICE

| | | | |
|---|---|---|---|
| LOCKSET | ND50-RHO | 626 | SCHLAGE |
| (3) HINGE | 5BBI 3.5"X3.5" | 626 | IVES |
| DOORSTOP | WS401CVX | 626 | IVES |
| SILENCERS | SR64 | | IVES |

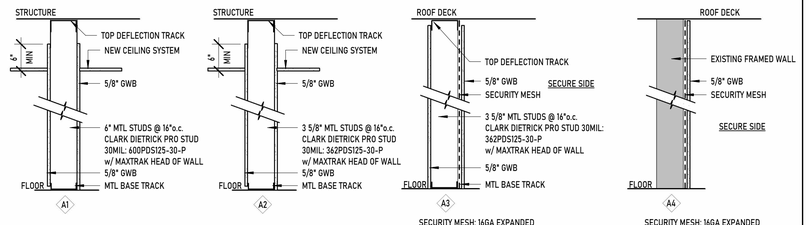
HW-03 PASSAGE SET

| | | | |
|---|---|---|---|
| LOCKSET | ND10S-RHO | 626 | SCHLAGE |
| (3) HINGE | 5BBI 3.5"X3.5" | 626 | IVES |
| DOORSTOP | WS401CVX | 626 | IVES |
| SILENCERS | SR64 | | IVES |
| KICKDOWN | FS452-62C | 626 | IVES |

HW-04 PRIVACY SET - SECURE ENTRY

| | | | |
|---|---|---|---|
| LOCKSET | SIMPLEX 8100 | 626 | KABA |
| (3) HINGE | 5BBI 3.5"X3.5" | 626 | IVES |
| CLOSER | 4050A | 628 | LCN |
| DOORSTOP | FS13 | 626 | IVES |
| SILENCERS | SR64 | | IVES |

## PARTITION TYPES




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PROJECT
GUD ESSENCE
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FLOOR PLANS

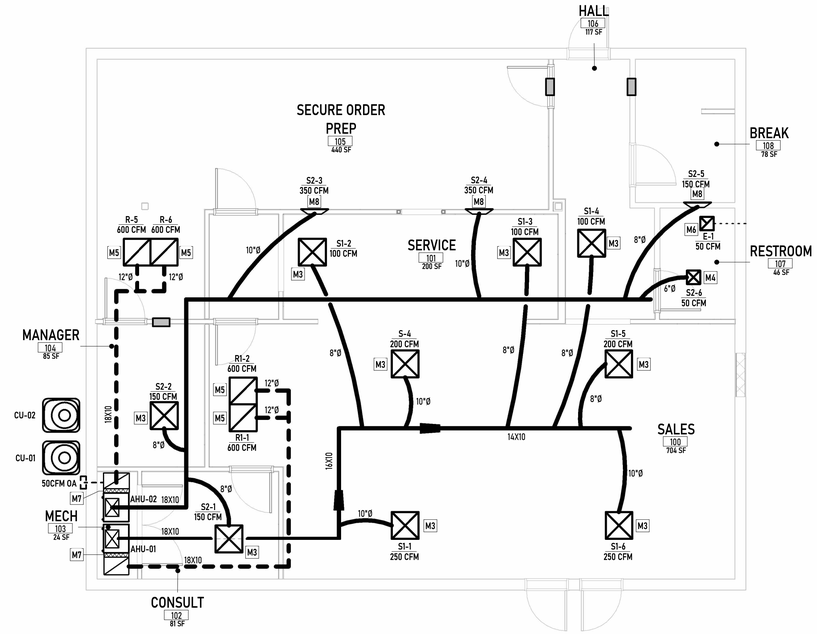
PROJECT # 2025058

DATE JANUARY 30, 2026

SHEET # A2.00

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3 1ST FLOOR HVAC PLAN
3/16" = 1'-0"

## KEYED MECHANICAL NOTES

| Key Value | Keynote Text |
|---|---|
| M3 | HART COOLEY ARS DIFFUSER 24 X 24 WITH AR7 DAMPER. |
| M4 | HART COOLEY ARS DIFFUSER 12 X 12 WITH AR7 DAMPER. |
| M5 | HART COOLEY REDS 24 X 24 RETURN AIR GRILLE WITH OBD DAMPER. |
| M6 | NEW CONSTANT FLOW, 50CFM, RESTROOM EXHAUST FAN. FANTECH SC50-80-110. 120V/60HZ/2A/1P/ REUSE EXISTING DUCT AND ROOF VENT. UNSWITCHED IN ROOM AND WIRED TO LIGHTING TIMER. SEE ELECTRICAL. |
| M7 | PROVIDE VERTICLE FILTER AND FILTER BOX BETWEENTHE RETURN DUCT AND COIL AND AFTER THE OA INTAKE. |
| M8 | HART COOLEY 94 SERIES 18 x 12 AIR DIFFUSER WITH OBD DAMPER. |

## GENERAL MECHANICAL NOTES

1. NONMETALLIC DUCTS SHALL BE CONSTRUCTED WITH CLASS 0 OR CLASS 1 DUCT MATERIAL AND SHALL COMPLY WITH UL 181. FIBROUS DUCT CONSTRUCTION SHALL CONFORM TO THE SMACNA FIBROUS GLASS DUCT CONSTRUCTION STANDARDS OR NAIMA FIBROUS GLASS DUCT CONSTRUCTION STANDARDS. THE AIR TEMPERATURE WITHIN NONMETALLIC DUCTS SHALL NOT EXCEED 250°F
2. METALLIC DUCTS SHALL BE CONSTRUCTED AS SPECIFIED IN THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS –METAL AND FLEXIBLE
3. FLEXIBLE AIR DUCTS, BOTH METALLIC AND NONMETALLIC, SHALL BE TESTED IN ACCORDANCE WITH UL 181. SUCH DUCTS SHALL BE LISTED AND LABELED AS CLASS 0 OR CLASS 1 FLEXIBLE AIR DUCTS
4. FLEXIBLE AIR CONNECTORS, BOTH METALLIC AND NONMETALLIC, SHALL BE TESTED IN ACCORDANCE WITH UL 181. SUCH CONNECTORS SHALL BE LISTED AND LABELED AS CLASS 0 OR CLASS 1 FLEXIBLE AIR CONNECTORS
5. FLEXIBLE AIR CONNECTORS SHALL NOT PASS THROUGH ANY WALL, FLOOR OR CEILING
6. DUCTS SHALL BE SUPPORTED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS –METAL AND FLEXIBLE. FLEXIBLE AND OTHER FACTORY-MADE DUCTS SHALL BE SUPPORTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
7. DUCT REGISTERS, GRILLES AND DIFFUSERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER 'S INSTRUCTIONS. VOLUME DAMPERS OR OTHER MEANS OF SUPPLY AIR ADJUSTMENT SHALL BE PROVIDED IN THE BRANCH DUCTS OR AT EACH INDIVIDUAL DUCT REGISTER, GRILLE OR DIFFUSER. EACH VOLUME DAMPER OR OTHER MEANS OF SUPPLY AIR ADJUSTMENT USED IN BALANCING SHALL BE PROVIDED WITH ACCESS
8. HEATING AND AIR-CONDITIONING SYSTEMS SHALL BE PROVIDED WITH APPROVED AIR FILTERS. FILTERS SHALL BE INSTALLED SUCH THAT ALL RETURN AIR, OUTDOOR AIR AND MAKEUP AIR IS FILTERED UPSTREAM FROM ANY HEAT EXCHANGER OR COIL. FILTERS SHALL BE INSTALLED IN AN APPROVED CONVENIENT LOCATION. LIQUID ADHESIVE COATINGS USED ON FILTERS SHALL HAVE A FLASH POINT NOT LOWER THAN 325°F
9. AIR DISTRIBUTION SYSTEMS SHALL BE EQUIPPED WITH SMOKE DETECTORS LISTED AND LABELED FOR INSTALLATION IN AIR DISTRIBUTION SYSTEMS, AS REQUIRED. TO PREVENT THE RECIRCULATION OF DANGEROUS QUANTITIES OF SMOKE, A DETECTOR APPROVED FOR AIR DUCT USE SHALL BE INSTALLED ON THE SUPPLY SIDE OF AIR-HANDLING SYSTEMS AS REQUIRED BY NFPA 90A, STANDARD FOR THE INSTALLATION OF AIR CONDITIONING AND VENTILATING SYSTEMS. SMOKE DETECTORS LISTED FOR USE IN AIR DISTRIBUTION SYSTEMS SHALL BE LOCATED DOWNSTREAM OF THE AIR FILTERS AND AHEAD OF ANY BRANCH CONNECTIONS IN AIR SUPPLY SYSTEMS HAVING THE CAPACITY GREATER THAN 2000 CUBIC FEET PER MINUTE. DUCT SMOKE DETECTORS SHALL COMPLY WITH UL 268A. OTHER SMOKE DETECTORS SHALL COMPLY WITH UL 268 .

## VENTILATION CALCULATIONS

**NATURAL VENTILATION**
PER FBC MECHANICAL SECTION 402: AREA(S) 100 SALES, 101 SERVICE, AND 106 HALL AREA OPEN SPACE THAT REQUIRE 217 CFM PER TABLE 403.1.1. NATURAL VENTILATION TO THIS SPACE IS BEING PROVIDED THROUGH THE FRONT AND REAR DOORS PER THE FOLLOWING:
TOTAL FLOOR AREA OF OPEN SPACE: 721 SF
REQUIRED OPENING AREA: 1021 SF x 4% = 40.84SF
PROVIDED OPENINGS THREE 3 X 7 FT DOORS: 9x3x3 = 63 SF

**MECHANICAL VENTILATION**
PER FBC MECHANICAL SECTION 403: AREA(S) 102 CONSULT, 104 MANAGER, 105 SECURE ORDER PREP, 108 BREAK, AND 107 RESTROOM, REQUIRE 270 CFM PER TABLE 403.1.1. A FRESH AIR INTAKE SHALL BE PROVIDED TO PROVIDE 50 CFM OF FRESH AIR.

**MINIMUM VENTILATION RATE CALCULATOR PER FBC-M TABLE 403.1.1**

| ROOM NUMBER | ROOM NAME | ROOM AREA (SF) | OCCUPANCY CLASSIFICATION | OCCUPANT DENSITY #/1000 sf | OCCUPANT CALCULATION | PEOPLE OUTDOOR AIRFLOW RATE IN BREATHING ZONE, $R_p$ CFM/PERSON | PEOPLE OUTDOOR AIR $R_p$ (CFM) | AREA OUTDOOR AIRFLOW RATE IN BREATHING ZONE, $R_a$ CFM/SF | AREA OUTDOOR AIR $R_a$ (CFM) | EXHAUST AIRFLOW RATE CFM/SF | EXHAUST (CFM) | Outdoor airflow rate required in breathing zone (Vbz) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 | SALES | 702 | Sales | 15 | 10.53 | 7.5 | 78.975 | 0.12 | 84.24 | 0 | 0 | 163.215 |
| 101 | SERVICE | 201 | Sales | 15 | 3.015 | 7.5 | 22.6125 | 0.12 | 24.12 | 0 | 0 | 46.7325 |
| 102 | OFFICE | 81 | Office spaces | 5 | 0.4 | 5 | 2 | 0.06 | 4.8 | 0 | 0 | 6.8 |
| 103 | MECH | 24 | NON-OCCUPIED SPACE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 104 | OFFICE | 34 | Office spaces | 5 | 0.17 | 5 | 0.85 | 0.06 | 2.04 | 0 | 0 | 2.89 |
| 105 | SECURE ORDER PREP | 429 | Office spaces | 5 | 2.145 | 5 | 10.725 | 0.06 | 25.74 | 0 | 0 | 36.465 |
| 106 | HALL | 118 | Corridors | 0 | 0 | 0 | 0 | 0.06 | 7.08 | 0 | 0 | 7.08 |
| 107 | RESTROOM | 44 | Toilet rooms & public & continuous exhaust | 0 | 0 | 0 | 0 | 0 | 0 | 50 | 50 | 0 |
| 108 | BREAK | 77 | Office spaces | 5 | 0.385 | 5 | 1.925 | 0.06 | 4.62 | 0 | 0 | 6.545 |
| | | 1711 | | | 16.645 | | 117.0875 CFM | | 152.64 CFM | | 50 | |

| | |
|---|---|
| TOTAL OUTSIDE AIR: | 269.7275 CFM |
| TOTAL EXHAUST: | 50 CFM |

## Performance Summary AHU-01, AHU-02, CU-01, CU-02

| | | |
|---|---|---|
| Tag: **HP - 1** | Model No: **MPP14AY36AJ2NA / MPB2CY3621STANMJC** | |
| Project: **GUD ESSENSE TITUSVILLE** | City: **DAYTONA BEACH INTL** | State: **FL** AHRI Ref: **216684787** |
| Altitude: **43** | Air Discharge: **Upflow** | |

### Cooling Performance

| | | |
|---|---|---|
| AHRI Rating - Capacity: **32,200** | EER2: **9** | SEER2: **14.3** |
| Ambient Air (F) - Dry Bulb: **90.9** | Wet Bulb: **76.8** | |
| Airflow (CFM) - CFM: **1,200** | SCFM: **1,200** | |
| System Entering Air (F) - Dry Bulb: **80** | Wet Bulb: **67** | % RH: **51.1** |
| System Leaving Air (F) - Dry Bulb: **60.5** | Wet Bulb: **58** | |
| Air Enthalpy (btu/lb) - Entering: **31.4** | Leaving: **25.1** | |
| Design Net Cooling Capacity (btuh) - Total: **34,500** | Sensible: **25,200** | Latent: **9,300** |
| Design Gross Capacity (btuh) - Capacity: **34,600** | Sensible: **25,300** | |
| Total Power - Watts: **2,869.6** | KW: **2.9** | |

### Heating Performance

| | | |
|---|---|---|
| AHRI Rating @ High Heating - Capacity: **32,200** | COP: **3.3** | HSPF2: **7.5** |
| Electric Heat Input - KW: **0** | | |
| Heating Airflow (CFM) - CFM: **1,200** | | |
| Air Dry Bulb (F) - Outdoor: **39.2** | Entering Air: **70** | Leaving Air: **95.4** |
| Air Temperature Rise (F) - Rise: **25.4** | | |
| Capacity (btuh) - Total: **32,933** | | |
| Total Heating Power - Watts: **3,006.9** | KW: **3** | |

### Air Moving System Characteristics

| | | |
|---|---|---|
| External Static Pressure (inches WG) - ESP: **0.5** | | |
| Blower Speed or Speed Tap - RPM: | Drive: **None** | |
| Motor Characteristic (watts & BHP) - Power: **117.3** | | |

### Electrical Supply

| | | |
|---|---|---|
| **Ampacity & Overcurrent Protection @ 230 Volts** | | |
| **Outdoor Unit Only** | | |
| Power Supply (Volt/Hz/Ph) - **208-230/60/1** | | |
| Minimum Circuit Ampacity (amps) - **20** | | |
| Maximum Overcurrent Protection (amps) - Fuse: **30** | HACR Breaker: **30** | |
| **Air Handler** | | |
| Power Supply (Volt/Hz/Ph) - **230/60/1** | | |
| Minimum Circuit Ampacity (amps) - **3** | | |
| Maximum Overcurrent Protection (amps) - Fuse: **30** | | |

### Dimensions, Weight & Clearances

| | | |
|---|---|---|
| Dimensions - Length: **33.655** | Width: **33.655** | Height: **35.17** |
| Outdoor Unit Weight (lb) - Weight: **213** | | |
| Air Handler Dimensions (inches) - Length: **22.5** | Width: **21** | Height: **35** |
| Air Handler Weight (lb) - Weight: **109** | | |
| Outdoor Unit Clearances (inches) - Sides: **24** | Top: **36** | |

**Manual N, 5th Edition, Abridged Version • Form N1**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Project Name | GUD ESSENCE TITUSVILLE | Heating Design 99% DB | 37 | Heating Design Space DB | 70 | Heating Temp. Difference | 33 | |
| Design State | Florida | Cooling Design 1% DB | 90 | Cooling Design Space DB | 73 | Cooling Temp. Difference | 17 | |
| Design City | Daytona Beach AP | Coincident Wet Bulb | 77 | Rel Hum Design Space % | 50 | Design Grains Difference | 58 | |
| Type of Load | Block | Elevation | 31 | Latitude | 29 | Daily Range | L | |
| Square Feet | 1982 AG Volume 19820 | Altitude Correction Factor | 1 | Design Month | Jul & Aug | Design Hour of Day | 3:00 PM | |

| Type of Exposure | | Construction Number & Description | Panel Faces | HTM Heating | HTM Cooling | Net Area or Length | Btuh Heating | Btuh Clg Sensible | Btuh Clg Latent |
|---|---|---|---|---|---|---|---|---|---|
| ▶ Lookup | a | 1A-cuf-c Single pane 1/4" glass, fixed sash, Metal no break | South | 37.29 | 43.67 | 72.0 | 2,685 | 3,144 | |
| Windows & Glass Doors | b | | | | | | | | |
| | c | | | | | | | | |
| | d | | | | | | | | |
| | e | | | | | | | | |
| | f | | | | | | | | |
| | g | | | | | | | | |
| | h | | | | | | | | |
| ▶ Lookup | a | | | | | | | | |
| Skylights | b | | | | | | | | |
| | c | | | | | | | | |
| | d | | | | | | | | |
| | e | | | | | | | | |
| ▶ Lookup | a | 11 G Glazed aluminum entrance | South | 19.80 | 19.20 | 42.0 | 832 | 806 | |
| Wood & Metal Doors | b | 11J Metal, Fiberglass Core | North | 19.80 | 19.20 | 21.0 | 416 | 403 | |
| | c | | | | | | | | |
| ▶ Lookup | a | 13AA-0occ Block, no exterior or interior finish, core filled | North | 10.03 | 5.17 | 470 | 4,718 | 2,430 | |
| Above Grade Walls | b | 13AA-0occ Block, no exterior or interior finish, core filled | South | 10.03 | 8.82 | 449 | 4,507 | 3,961 | |
| | c | 13AA-0occ Block, no exterior or interior finish, core filled | East | 10.03 | 10.64 | 404 | 4,053 | 4,299 | |
| | d | 13AA-0occ Block, no exterior or interior finish, core filled | West | 10.03 | 6.69 | 404 | 4,053 | 2,702 | |
| | e | | | | | | | | |
| | f | | | | | | | | |
| | g | | | | | | | | |
| | h | | | | | | | | |
| Partition Walls | p1 | | | | | | | | |
| | p2 | | | | | | | | |
| ▶ Lookup | a | 17B-10m-x Metal deck plus R-10 board insulation | | 2.54 | 3.47 | 1,982 | 5,036 | 6,868 | |
| Ceilings | b | | | | | | | | |
| | c | | | | | | | | |
| ▶ Lookup | a | | | | | | | | |
| Floors | b | | | | | | | | |
| | c | | | | | | | | |
| | d | | | | | | | | |
| | e | | | | | | | | |
| | f | 22A-ph Slab on Grade, No Edge Insulation, Light Wet Soil | | 24.09 | | 179 | 4,312 | | |
| ▶ Lookup | a | Lighting Fixtures | | | | | | 2,765 | |
| Internal | b | Occupants & Plants | | | | | | 8,650 | 8,505 |
| | c | Office Equipment | | | | | | | |
| | d | Food Service Equipment and Investigated Loads | | | | | | | |
| | e | Blower Heat (Building Load) | | | | | | | |
| ▶ Lookup | | Infiltration | | 0.89 | 0.46 | | 10,665 | 2,861 | 6,035 |
| ▶ Lookup | | Supply Duct Load | | | | | | | |
| | | Return Duct Load | | | | | | | |
| ▶ Lookup | | Ventilation Loads | | | CFM | 270 | 9,801 | 5,049 | 10,649 |
| ▶ Lookup | | Blower Heat (Equipment Load) | | | | | | 1,944 | |
| | | | | | | Total Loads | 51,077 | 45,882 | 25,189 |

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PROJECT
GUD ESSENCE
TITUSVILLE
TENANT ALTERATIONS
1220 S WASHINGTON AVE, TITUSVILLE, FL 32780

CONTRACTOR
PNP Construction Inc.

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Zachary T Kasky 2026.01.30 22:23:23 -05'00'
ZACHARY T. KASKY LIC.# AR97739
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REVISIONS

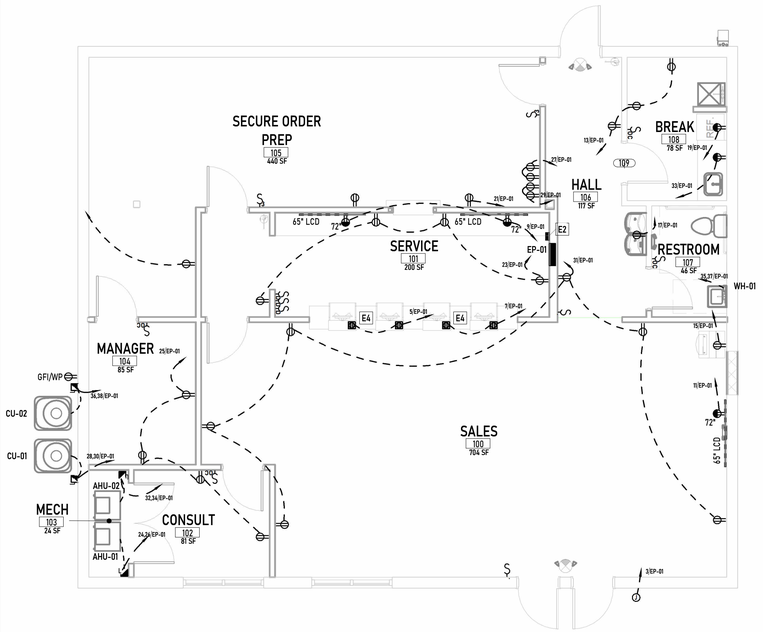
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DRAWING TITLE
MECHANICAL PLAN

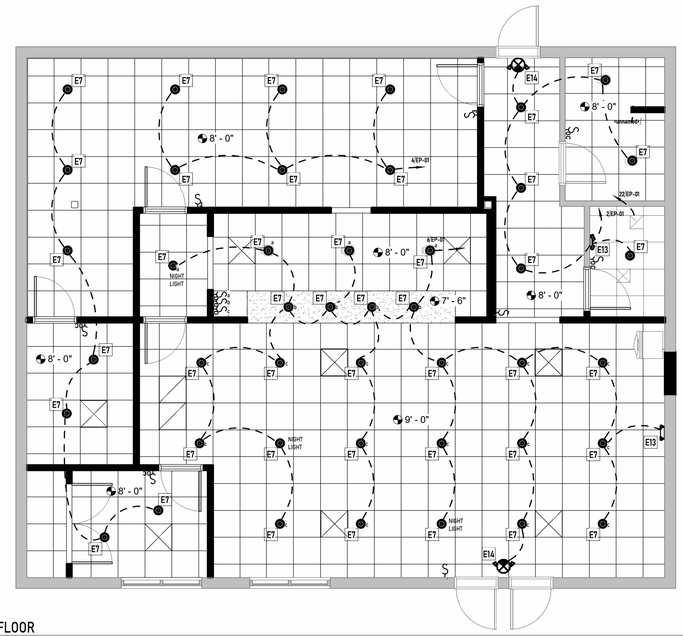
PROJECT # 2025058
DATE JANUARY 30, 2026
SHEET # M2.00

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1 1ST FLOOR ELECTRICAL POWER PLAN
3/16" = 1'-0"




2 1ST FLOOR
3/16" = 1'-0"

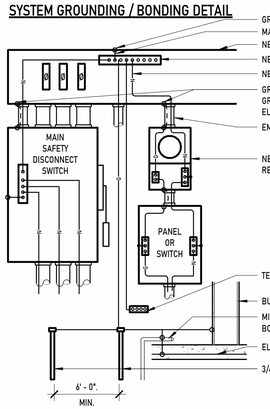
# ELECTRICAL GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC 2020).
2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES.
3. ALL WORK SHALL BE PERFORMED BY A LICENSES ELECTRICAL CONTRACTOR.
4. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING WORK WITH OTHER TRADES.
5. THE ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF ACCEPTANCE.
6. UNLESS OTHERWISE NOTED THE MINIMUM WIRE SIZE SHALL BE #12 AWG, EXCLUDING CONTROL WIRING. CONDUCTORS SHALL BE COPPER WITH THWN/THHN INSULATION.
7. ALL UNDERGROUND CONDUIT SHALL BE GALVINIZED RIGID STEEL OR SCHEDULE 40 PVC.
8. OUTLE BOXES SHALL BE PRESSED STEEL IN DRY LOCATION. CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS. ALL BOXES SHALL BE UL RATED AND BE RECESSED, FLUSH, IN WALLS OR CEILINGS WHENEVER POSSIBLE.
9. DISCONNECT SWITCHES SHALL BE HP RATED.
10. ALL COUNDUITS PLACED IN CONCRETE SLABS SHALL BE SEPERATED BY A MINIMUM DISTANCE OF 3 TIMES THE LARGEST RACEWAY.
11. IT IS NOT THE INTENT OF THESE DOCUMENTS TO INDICATED EVERY DETAIL REQUIRED FOR CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO FURNISH AND INSTALL ALL ITEMS REQUIRED FOR A COMPLETE ELECTRICAL SYSTEM AND TO PROVIDE ALL NECESSARY DEVICES AND COMPONENTS NEEDED FOR EQUIPMENT TO BE PLACED IN WORKING ORDER.
12. ALL ELECTRICAL RACEWAYS SHALL HAVE AND EQUIPMENT GROUND SIZED IN ACCORDANCE WITH THE NEC.
13. LOAD DATA HAS BEEN BASED ON THE INFORMATION PROVIDED AT THE TIME OF DESIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL NAMEPLATE RATINGS OF ACTUAL EQUIPMENT BEING INSTALLED.
14. CIRCUITS SHOWN ON PLANS ARE TO DETERMINE LOAD DATA AND PANEL SIZES. THE CONTRACTOR SHALL PROVIDE CIRUITS AND ROUTING OF CONDUITS TO SUITE ACTUAL PROJECT CONDITIONS.
15. ALL ELECTRICAL CONDUCTORS SHALL BE INSTALLED IN AN APPROVED RACEWAY.
16. CONTRACTOR IS REPONSIBLE FOR SEALING ALL PENITRATIONS MADE THROUGH FIRE RATED CONSTRUCTION. SEALS SHALL BE PER AN APPROVED UL ASSEMBLY.
17. UNDERGROUND CONDUIT SHALL BE PVC WITH RIGID 90 THROUGH SLABS. ABOVE FLOOR CONDUITS SHALL BE EMT WITH SETSCREW FITTINGS. GALVINIZED RIGID CONDUITS SHALL BE USED ABOVE GRADE IN LOCATIONS SUSEPTABLE TO DAMAGE. INDOOR FLEXABLE CONDUITS AND OUTDOOR SEALTITE NOT TO EXCEED SIX FEET.
18. ALL RECEPTACLES WITHIN SIX FEET OF A WATER SOURCE SHALL BE A GFI RECEPTACLE OR PROTECTED BY A GFI BREAKER.
19. ALL OUTDOOR RECEPTACLES SHALL BE WEATHER RESISTANT RATED, GFI TYPE, WITH WET WHILE IN USE COVERS.
20. ALL OUTLETS AND HARD WIRED EQUIPMENT SHALL HAVE LABELS IDENTIFYING THE PANEL AND CIRCUIT NUMBER.

# ELECTRICAL LEGEND

- EXIT LIGHTING FIXUTRE. ARROW, WHEN USED INDICATES DIRECTION. FILLED IN QUADRANT(s) OF SYMBOL INDICATES NUMBER AND ORIENTATION OF ILLUMINATED FACES.
- S — SINGLE POLE SWITCH, 20A, 120/277V. MOUNT 48" AFF, UON.
- $S_3$ — 3-WAY POLE SWITCH, 20A, 120/277V. MOUNT 48" AFF, UON.
- $S_D$ — DIMMER SWITCH, 0-10V, 120/277V. MOUNT 48" AFF, UON.
- $S_{OC}$ — DIMMER SWITCH WITH OCCUPANCY SENSOR, 0-10V, 120/277V. MOUNT 48" AFF, UON.
- DUPLEX CONVENIENCE RECEPTACLE, 20A, 125V. MOUNT 18" AFF WITH GROUND FACING UPWARD. UON.
- TWO DUPLEX CONVENIENCE RECEPTACLE, 20A, 125V. MOUNT 18" AFF WITH GROUNDS FACING UPWARD. UON.
- DUPLEX CONVENIENCE RECEPTACLE WITH INTERNAL GROUND FAULT PROTECTION. 20A, 125V. MOUNT 18" AFF, UON.
- WEATHER PROOF DUPLEX CONVENIENCE RECEPTACLE WITH INTERNAL GROUND FAULT PROTECTION. 20A, 125V. MOUNT 18" AFF, UON.
- RECEPTACLE AS NOTED ABOVE BUT, MOUNT 48" AFF OR 6" ABOVE BACKSPLASH OF COUNTER TOP WHERE COUNTER IS INDICATED.
- CEILING MOUNTED DUPLEX RECEPTACLE, 20A, 125V.
- FLOOR BOX QUADRUPLEX RECEPTACLE, 20A, 125V.
- JUNCTION BOX AND COVER PLATE FOR SERVICE AS INDICATED.
- PANELBOARD - 240/120V.
- 1 — SHEET KEYNOTE DESIGNATION.
- GROUND PER NATIONAL ELECTRICAL CODE.
- DISCONNECT SWITCH PROVIDED INTEGRAL WITH EQUIPMENT.

## SYSTEM GROUNDING / BONDING DETAIL

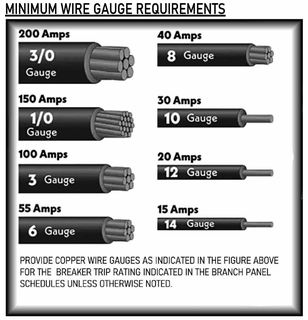



- GROUND BAR BUS TO BE TIED TO METAL GUTTER
- MAIN BONDING JUMPER. SIZE PER NEC TABLE 250.28 AND ARTICLE 250.66
- NEMA 3R ENCLOSED METAL GUTTER
- NEUTRAL BUS
- NEUTRAL CONDUCTOR. SEE RISER FOR SIZE.
- GROUND BUSHING TO BE BONDED PER NEC 250.28. PROVIDE 4 AWG GROUND CONDUCTOR BETWEEN BUSHINGS. TYP AT ALL METAL ELECTRICAL ENCLOSER CONNECTIONS
- EMT CONDUIT BETWEEN METAL ENCLOSURES. TYP.
- NEMA 3R ENCLOSED METER CAN. COORDINATE WITH UTILITY REQUIREMENTS.
- TERMAL BLOCK. MINIMUM 4 TERMINALS
- BUILDING STRUCTURAL STEEL
- MINIMUM 10'-0" METALLIC UNDERGROUND WATER PIPE. BOND WITHIN 5'-0" AFTER ENTER BUILDING.
- ELECTRODE ENCLOSED IN A MINIMUM 2" OF CONCRETE. SEE NOTE 3.
- 3/4" x 8' COPPER CLAD GROUND RODS.

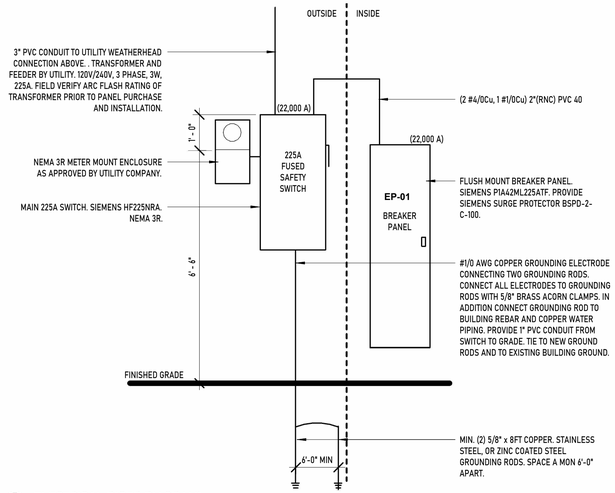
NOTES:
1. GROUND RESISTANCE SHALL BE MEASURED TO ASSURE THAT A GROUND VALUE OF 10 OHM MAXIMUM RESISTANCE IS ACHIEVED.
2. ALL CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC WELD CONNECTIONS.
3. GROUND CONDUCTOR SHALL BE LOCATED WITHIN OR NEAR BOTTOM OFCONCRETE FOUNDATION THAT IS DIRECT CONTACT WITH THE EARTH. IT SHALL CONSIST OF A MINIMUM 20 FOOT STEEL REINFORCING BAR OR RODS A MINIMUM OF 1/2 INCH DIAMETER, OR A MINIMUM 20 FOOT BARE COPPER CONDUCTOR.
4. ALL TERMINAL BARS TO BE BONDED TO METAL ENCLOSURE

5 GROUNDING DETAIL
3/4" = 1'-0"

## MINIMUM WIRE GAUGE REQUIREMENTS




PROVIDE COPPER WIRE GAUGES AS INDICATED IN THE FIGURE ABOVE FOR THE BREAKER TRIP RATING INDICATED IN THE BRANCH PANEL SCHEDULES UNLESS OTHERWISE NOTED.




4 ELECTRICAL RISER DIAGRAM1
1/2" = 1'-0"

## KEYED ELECTRICAL NOTES

| Key Value | Keynote Text |
|---|---|
| E2 | LIGHTING TIMER SHALL BE PROVIDED FOR ALL INTERIOR AND EXTERIOR LIGHTING AND RESTROOM EXHAUST FAN. ALL LIGHTING SHALL BE ON SYSTEM TIMER AND PROGRAMMED PER OWNERS OPERATION REQUIREMENTS. THE EXTERIOR SIGN CIRCUIT AND WINDOW SOFFIT OUTLETS SHALL ALSO BE ON THE SYSTEM TIMER. PROVIDE TORK DTS400B DIGITAL 4 CHANNEL TIMER. |
| E4 | PROVIDE NEW ELECRICAL OUTLET AT EACH SALES STATION. MILLWORK CONTRACTOR TO PROVIDE RACEWAY PATH THROUGH CASEWORK. |
| E7 | PROVIDE 6" LED DOWNLIGHT. LITHONIA LDN6 35/15 L06AR LD TRW MVOLT GZ10 |
| E13 | NEW 90 MINUTE LED EMERGENCY LIGHT. LITHONIA LIGHTING MODEL: EU2C6. 120V/.56W. |
| E14 | NEW 90 MINUTE LED EMERGENCY LIGHT. LITHONIA LIGHTING MODEL: ELM4L LTP. 120V/.56W. MOUNTING HEIGHT MIN. 8'-0". |

## Branch Panel: EP-01

**Location:** SERVICE 101
**Supply From:**
**Mounting:** Recessed
**Enclosure:**

**Volts:** 120V/240V
**Phases:** 1
**Wires:** 3

**A.I.C. Rating:** 22,0000
**Mains Type:** MLO
**Mains Rating:** 225 A
**MCB Rating:** 225 A

**Notes:**

| CKT | Circuit Description | Trip | Poles | A (kVA) | | B (kVA) | | Poles | Trip | Circuit Description | CKT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SPACE | -- | 1 | -- | 75 VA | | | 1 | 20 A | LIGHTING - BREAK/RESTROOMS/HALL | 2 |
| 3 | SIGN - BUILDING MOUNTED | 20 A | 1 | | | 1500 VA | 0 VA | 1 | 20 A | LIGHTING - ORDER... | 4 |
| 5 | SALES STATIONS | 20 A | 1 | 400 VA | 74 VA | | | 1 | 20 A | LIGHTING - SALES/SERVICE | 6 |
| 7 | SALES STATIONS | 20 A | 1 | | | 400 VA | -- | 1 | -- | SPACE | 8 |
| 9 | LCD SCREENS RECEPTACLE - SERVICE | 20 A | 1 | 600 VA | -- | | | 1 | -- | SPACE | 10 |
| 11 | LCD SCREEN RECEPTACLE - SALES | 20 A | 1 | | | 300 VA | -- | 1 | -- | SPACE | 12 |
| 13 | RECEPTACLE - BREAK | 20 A | 1 | 540 VA | -- | | | 1 | -- | SPACE | 14 |
| 15 | NEW ATM RECEPTACLE | 20 A | 1 | | | 600 VA | -- | 1 | -- | SPACE | 16 |
| 17 | DRINKING FOUNTAIN | 20 A | 1 | 500 VA | -- | | | 1 | -- | SPACE | 18 |
| 19 | REFRIGERATOR | 20 A | 1 | | | 500 VA | -- | 1 | -- | SPACE | 20 |
| 21 | RECEPTACLE - ORDER PROCESSING | 20 A | 1 | 540 VA | 18 VA | | | 1 | 20 A | EXHAUST FAN - RESTROOM | 22 |
| 23 | RECEPTACLE - SERVICE / BREAK / HALL | 20 A | 1 | | | 720 VA | 345 VA | 2 | 20 A | AHU-01 | 24 |
| 25 | MANAGER / CONSULT RECEPTACLE | 20 A | 1 | 720 VA | 345 VA | | | -- | -- | -- | 26 |
| 27 | RECEPTACLE - SERVER RACK | 20 A | 1 | | | 360 VA | 2300 VA | 2 | 30 A | CU-01 | 28 |
| 29 | RECEPTACLE - SERVER RACK | 20 A | 1 | 360 VA | 2300 VA | | | -- | -- | -- | 30 |
| 31 | RECEPTACLE - SALES / HALL | 20 A | 1 | | | 1080 VA | 345 VA | 2 | 20 A | AHU-02 | 32 |
| 33 | RECEPTACLE - BREAK | 20 A | 1 | 180 VA | 345 VA | | | -- | -- | -- | 34 |
| 35 | WATER HEATER | 20 A | 2 | | | 1750 VA | 2300 VA | 2 | 20 A | CU-02 | 36 |
| 37 | -- | -- | -- | 1750 VA | 2300 VA | | | -- | -- | -- | 38 |
| 39 | SPACE | -- | 1 | | | -- | 0 VA | 2 | 30 A | SURGE PROTECTION DEVICE | 40 |
| 41 | SPACE | -- | 1 | -- | 0 VA | | | -- | -- | -- | 42 |
| | | | **Total Load:** | 10.48 kVA | | 11.87 kVA | | | | | |
| | | | **Total Amps:** | 87 A | | 99 A | | | | | |

**Legend:**

| Load Classification | Connected Load | Demand Factor | Estimated Demand | Panel Totals | |
|---|---|---|---|---|---|
| Other | 3568 VA | 100.00% | 3568 VA | | |
| Lighting | 81 VA | 100.00% | 81 VA | **Total Conn. Load:** | 22.35 kVA |
| HVAC | 10594 VA | 100.00% | 10594 VA | **Total Est. Demand:** | 22.35 kVA |
| APPLIANCE | 1500 VA | 100.00% | 1500 VA | **Total Conn. Current:** | 93 A |
| Receptacle | 7800 VA | 100.00% | 7800 VA | **Total Est. Demand Current:** | 93 A |

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PROJECT
GÜD ESSENCE
TITUSVILLE
TENANT ALTERATIONS
1220 S WASHINGTON AVE, TITUSVILLE, FL 32780

CONTRACTOR
PNP Construction Inc.

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Zachary T Kasky 2026.01.30 22:23:38 -05'00'
ZACHARY T. KASKY LIC.# AR97739
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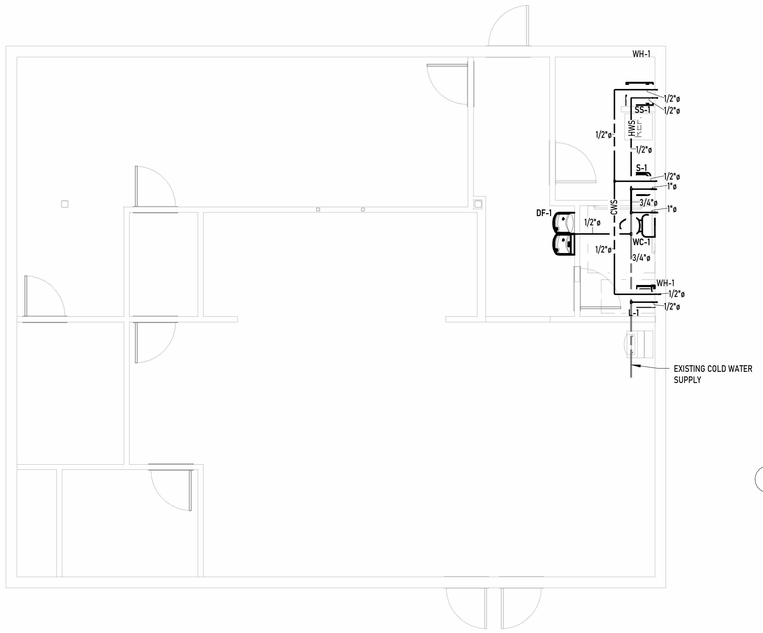
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ELECTRICAL POWER PLANS

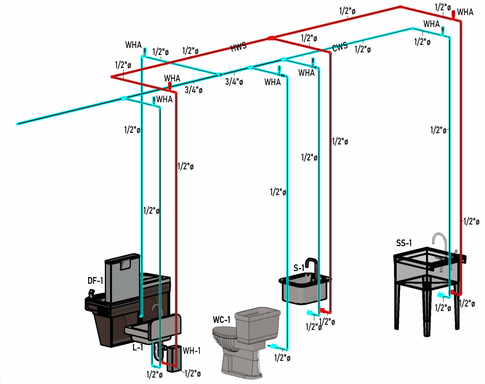
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DATE JANUARY 30, 2026
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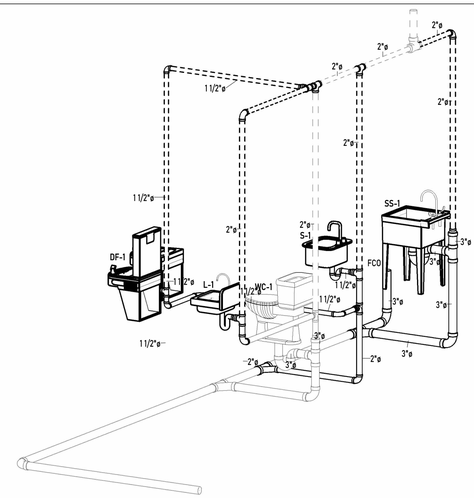
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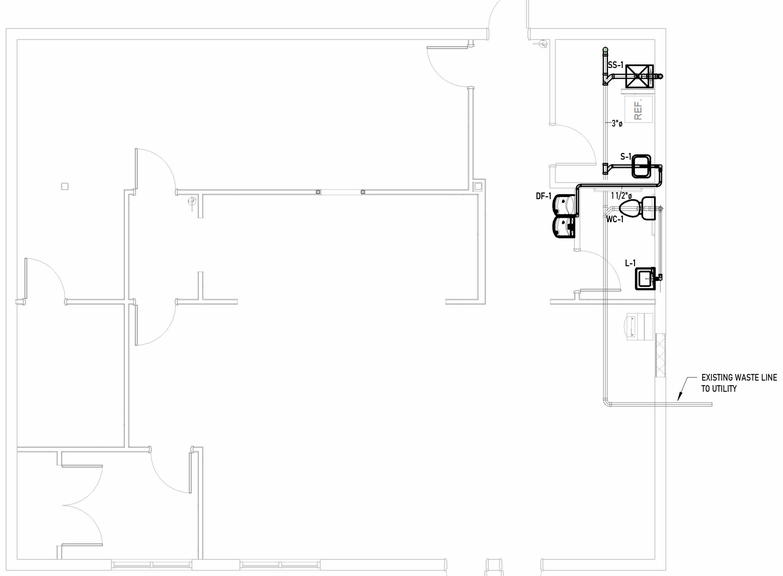

1 1ST FLOOR PLUMBING PLAN - DOMESTIC WATER
3/16" = 1'-0"




3 DOMESTIC WATER RISER




4 SANITARY WATER RISER




2 1ST FLOOR PLUMBING PLAN - SANITARY
3/16" = 1'-0"

## 22 00 00 PLUMBING

PART 1 - GENERAL
ALL PLUMBING WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE CURRENT FLORIDA BUILDING AND PLUMBING CODE.

1.1 SYSTEM PERFORMANCE REQUIREMENTS:
- A. PROVIDE COMPONENTS AND INSTALLATION CAPABLE OF PRODUCING PIPING SYSTEMS WITH THE FOLLOWING MINIMUM WORKING PRESSURE RATINGS, EXCEPT WHERE INDICATED OTHERWISE:
  - 1. WATER DISTRIBUTION SYSTEMS, ABOVE GROUND: 125 PSI.
  - 2. SOIL, WASTE, AND VENT SYSTEMS: 10-FOOT HEAD OF WATER.

1.3 COORDINATION:
- A. COORDINATE PIPE SLEEVE INSTALLATION FOR WALL PENETRATIONS. COORDINATE LAYOUT AND INSTALLATION OF PIPING WITH EQUIPMENT AND WITH OTHER INSTALLATIONS (NEW AND EXISTING).

1.4 IDENTIFYING DEVICES AND LABELS:
- A. EQUIPMENT NAMEPLATES: LAMINATED PLASTIC, WITH OPERATIONAL DATA ENGRAVED OR STAMPED, PERMANENTLY FASTENED TO EQUIPMENT.
  - 1. DATA: MANUFACTURER PRODUCT NAME, MODEL NUMBER, SERIAL NUMBER, CAPACITY OPERATING AND POWER CHARACTERISTICS.
- B. PIPE MARKERS: STANDARD PREPRINTED, PERMANENT ADHESIVE, COLOR CODED, PRESSURE SENSITIVE VINYL PIPE MARKERS, CONFORMING TO ASME A13.1.
- C. JOINT SEALERS: PROVIDE ACRYLIC BASE CAULKING MATERIAL FOR SEALING ANNULAR SPACES BETWEEN SLEEVES, PIPES AND DUCTS.
  - 1. PROVIDE FIRE-RESISTANT JOINTS SEALERS (FIRESTOPPING) FOR SEALING ANNULAR SPACES BETWEEN SLEEVES, PIPES AND DUCTS OF FIRE RATED WALLS, FLOORS, AND CEILINGS ASSEMBLIES.
- D. VALVE TAGS: PROVIDE TAG ON ALL VALVES IDENTIFYING THE SERVICE AND EQUIPMENT OR AREAS SERVED.

PART 2 - PRODUCTS
2.1 PIPES AND TUBES
- A. HARD COPPER TUBE: ASTM B 88, TYPE L WATER TUBE, DRAWN TEMPER.
- B. COPPER DRAINAGE TUBE: ASTM B 306, TYPE DWV, DRAWN TEMPER.
- C. HUBLESS, CAST-IRON SOIL PIPE: CISPI 301.
- D. HUB & SPIGOT, CAST-IRON SOIL PIPE: ASTM A 74, SERVICE CLASS.
- E. SCHEDULE 40- PVC PIPE: ASTM D1785
- F. HDPE HIGH PERFORMANCE POTABLE WATER PIPE FOR UNDERSLAB ROUTING: ASTM 3035 ASTM F714

2.2 PIPE FITTINGS AND TUBE FITTINGS
- A. WROUGHT-COPPER, SOLDER-JOINT PRESSURE FITTINGS: ASME B16.22.
- B. CAST-COPPER-ALLOY, SOLDER-JOINT PRESSURE FITTINGS: ASME B16.18.
- C. WROUGHT-COPPER, SOLDER-JOINT, DWV DRAINAGE FITTINGS: ASME B16.29.
- D. CAST-COPPER-ALLOY, SOLDER-JOINT, DWV DRAINAGE FITTINGS: ASME B16.23.
- E. HUB AND SPIGOT, CAST-IRON SOIL PIPE FITTINGS: ASTM A 74, SERVICE CLASS.
- F. HUBLESS, CAST-IRON SOIL PIPE FITTINGS: CISPI 301.
- G. HDPE FITTINGS

2.3 JOINING MATERIALS
- A. SOLDER, BRAZING, AND WELDING FILLER METALS SHALL BE PER COPPER DEVELOPMENT ASSOCIATION PROCEDURE SPECIFICATION.
- B. CAST-IRON SOIL PIPE AND FITTINGS: ASTM C 564 NEOPRENE RUBBER GASKETS AND LUBRICANT.
- C. CISPI COUPLINGS FOR HUBLESS CAST-IRON SOIL PIPE AND FITTINGS: CISPI 310, HAVING ASTM C 564 NEOPRENE SEALING SLEEVE, WITH 300 SERIES STAINLESS-STEEL CORRUGATED SHIELD-AND-CLAMP ASSEMBLY.
- D. DOMESTIC WATER COMPATABLE PVC PRIMER AND CEMENT. ASTM D2564

2.4 VALVES
- A. BALL VALVES, 4 INCHES AND SMALLER: MSS SP-110, CLASS 150, 600-PSI CWP; FOR 2 INCH AND SMALLER, 120 WSP AND 200 WOG; FOR 2-1/2 INCH AND LARGER, ASTM B 584 BRONZE BODY AND BONNET, 2-PIECE CONSTRUCTION; STAINLESS STEEL BALL, BLOWOUT PROOF; BRONZE OR BRASS STEM; TEFLON SEATS AND SEALS; THREADED OR SOLDERED END CONNECTIONS:
  - a. OPERATOR: VINYL-COVERED STEEL LEVER HANDLE.
  - b. OPERATOR: LEVER OPERATORS WITH LOCK, WHERE INDICATED.

PART 3 - EXECUTION
3.1 PIPE AND FITTINGS APPLICATIONS
- A. GENERAL: USE PIPE, TUBE, FITTINGS, AND JOINING METHODS FOR PIPING SYSTEMS.
- B. WATER DISTRIBUTION PIPING ABOVE GROUND:
  - 1. 2" AND SMALLER: HARD COPPER TUBE, TYPE L, WROUGHT -COPPER OR CAST-COPPER-ALLOY PRESSURE FITTINGS, COPPER UNIONS AND SOLDER JOINTS WITH ALLOY Sn95 SOLDER.
- C. SOIL, WASTE, AND VENT PIPING ABOVE GROUND: USE THE FOLLOWING:
  - 1. 1-1/2 TO 4 INCHES: HUBLESS CAST-IRON SOIL PIPE; HUBLESS CAST-IRON SOIL PIPE FITTINGS; STAINLESS-STEEL, CAST-IRON, OR FM-TYPE HEAVY-DUTY COUPLINGS FOR HUBLESS CAST-IRON SOIL PIPE AND FITTINGS; AND HUBLESS JOINTS.
  - 2. 1-1/4 TO 4 INCHES: COPPER DRAINAGE TUBE, WROUGHT-COPPER OR CAST-COPPER-ALLOY DRAINAGE FITTINGS, AND SOLDERED JOINTS WITH ALLOY E SOLDER.
  - 3. 1-1/4 TO 4 INCHES: SCHEDULE 40 PVC, SCHEDULE PVC FITTINGS FITTINGS, AND DOMESTIC WATER COMPATABLE PVC PRIMER AND CEMENT.

3.2 PIPING INSTALLATION, GENERAL
- A. INSTALL NEW SANITARY DRAIN AND DOMESTIC WATER PIPING AND CONNECT TO EXISTING SANITARY SEWER, VENT AND WATER PIPING AS INDICATED.
- B. INSTALL WATER PIPING LEVEL WITHOUT PITCH.
- C. INSTALL CAST-IRON SOIL PIPE AND CAST-IRON SOIL PIPE FITTINGS ACCORDING TO CISPI 1990 REVISED AND EDITED EDITION OF "CAST IRON SOIL PIPE AND FITTINGS HANDBOOK, VOLUME I," CHAPTER IV, "INSTALLATION OF CAST IRON SOIL PIPE AND FITTINGS."
- D. MAKE CHANGES IN DIRECTION FOR DRAINAGE AND VENT PIPING USING APPROPRIATE Y BRANCHES, Y BRANCHES WITH 1/8 BENDS, AND LONG-SWEEP 1/4, 1/5, 1/6, 1/8, AND 1/16 BENDS.
- E. INSTALL DRAINAGE PIPING LESS THAN 3" DIAMETER AT 1/4 INCH PER FOOT (2 PERCENT); PIPING 3" DIAMETER OR GREATER AT 1/8 INCH PER FOOT (1 PERCENT). INSTALL VENT PIPING AT 1/8 INCH PER FOOT (1 PERCENT).

3.3 HANGERS AND SUPPORTS INSTALLATION
- A. INSTALL HANGERS FOR HORIZONTAL PIPING UP TO 2" AT A MAXIMUM SPAN OF 5 FEET. PROVIDE 3/8 IN DIAMETER RODS.
- B. SUPPORT CAST-IRON SOIL PIPE AND FITTINGS AT MAXIMUM HORIZONTAL SPACING OF 5 FEET, EXCEPT 10-FOOT SECTIONS OF PIPE MAY BE SUPPORTED AT 10-FOOT SPACING AND AT MAXIMUM VERTICAL SPACING OF 15 FEET.
- C. DOMESTIC HOT WATER PIPING INSULATION TO BE MINERAL FIBER AND 1" THICKNESS TO COMPLY WITH FL PLUMBING CODE REQUIREMENTS.

## PLUMBING PRODUCTS

A. SINK(S-1): AS SELECTED BY OWNER WITH CONTRACTOR.

B. WALL MOUNTED ADA LAVATORY (L-1): AMERICAN STANDARD MURRO, MODEL 0954.004EC.020 WITH 4" CENTERS AND OVERFLOW. PROVIDE CHINA STROUD OR TRURBO INSULATION ON SUPPLIES AND 17 GA CAST BRASS P-TRAPS WITH CLEANOUT PLUG. SUPPLIES TO BE BRAIDED HOSE WITH QUARTER TURN STOPS SIMILAR TO MCGUIRE FITTINGS.

C. TANK TYPE WATER CLOSET (ADA HGT:17-19" AFF) (WC-1): WHITE, FLOOR MOUNTED, AMERICAN STANDARD, MODEL 215AA.104, CADET PRO RIGHT HEIGHT, 1.28 GPF, ELONGATED TOILET WITH BEMIS SELF SUSTAINING CHECK HINGE AND TOILET SEAT COVER.

D. FLOOR MOUNTED MOP SINK (MS-1)-FIAT PRODUCTS, TERRAZZO WITH 6" DROP FRONT, MODEL TSB3000, SIZE 24X24X12" WITH STAINLESS STEEL CAPS ON ALL CURBS, PROVIDE STAINLESS STEEL WALL GARDS MODEL MSG24AA, MODEL 830AA, 832AA HOSE AND HOSE BRACKET. PROVIDE T&S FAUCET MODEL B-0665-BSTR SERVICE SINK FAUCET, 8" CENTERS WITH BUILT-IN STOPS.

E. WATER HEATER (WH-1): RHEEM, MODEL: RTEH35T, 2 GPM,THERMOSTATIC TANKLESS WATER HEATER, 240V, 1 PHASE, 3.5KW. PROVIDE SERVICE PAN AND 4" HOUSEKEEPING PAD. PROVIDE T&P VALVE PIPED FULL SIZE TO DRAIN PAN AND DRAIN PAN TO DRAIN TO FLOOR DRAIN. COORDINATE WATTAGE AND VOLTAGE AVAILABLE WITH ELECTRICAL CONTRACTOR.

F. WATER HAMMER ARRESTORS TO BE SIMILAR TO PRECISION PRODUCTS INC.

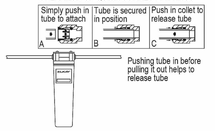
G. MIXING VALVES TO BE SIMILAR TO WATTS LFMMV ASSE 1070 CERTIFIED AT INDIVIDUAL LAVS AND SINKS.

**ELKAY SPECIFICATIONS** Enhanced Filtered Bottle Filling Station & Bi-Level ADA Cooler Arctic White PFOA/PFOS & Lead Reduction Drop Down Wrapper
**Model LZSTL8WSAP-PF**

**IMPORTANT!**
**INSTALLER PLEASE NOTE :**
This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

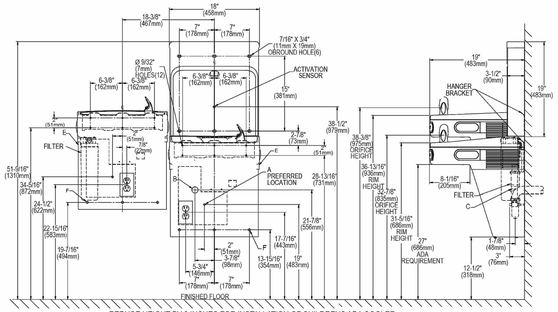
**NOTICE**
This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.
Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

OPERATION OF QUICK CONNECT FITTINGS




WaterSentry® Plus Filter System

**Standard Hi-Low Installation Instructions**




REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:
A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
B = Recommended Waste Outlet location. To accommodate 1-1/2" nominal drain. Drain stub 2" (51mm) out from wall.
C = 1-1/2" Trap (not furnished).
D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
F = 7/16" (11mm) Bolt Holes for fastening to wall.
Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI).

*In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.*



ZACH KASKY ARCHITECTURE PROFESSIONAL DESIGN
PO Box 780173, Orlando, FL 32878
407-990-5554
info@zkarch.com | www.zkarch.com

PROJECT
GUD ESSENCE
TITUSVILLE
TENANT ALTERATIONS
1220 S WASHINGTON AVE, TITUSVILLE, FL 32780

CONTRACTOR
PNP Construction Inc.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY ZACHARY KASKY USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE ELECTRONIC SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRAWING CERTIFICATION
STATE OF FLORIDA · ZACHARY T KASKY · AR97739 · REGISTERED ARCHITECT
Zachary T Kasky 2026.01.30 22:24:21 -05'00'
ZACHARY T. KASKY LIC.# AR97739
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER THESE DRAWINGS UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT.

REVISIONS

| Number | Description | Date |
|---|---|---|
| | | |

DRAWING TITLE
PLUMBING PLANS

PROJECT # 2025058
DATE JANUARY 30, 2026
SHEET # P2.00

© COPYRIGHT 2026 ZACH KASKY ARCHITECTURE, LLC

1/30/2026 10:17:57 PM

# B4Solutions - Security & Access Proposal

| | |
|---|---|
| **Prepared for:** | Gud Essence |
| **Project:** | Titusville Security & Access |
| **Location:** | 1220 S Washington, Titusville DS |
| **Quote Reference:** | B4Solutions_Titusville_Security_Access_Quote_Engineering40 |
| **Date:** | March 10, 2026 |
| **Valid Through:** | April 9, 2026 |

B4Solutions has organized the Titusville security and access scope into three clear project areas: **Exterior Security & Access**, **Interior Security & Access**, and the **Shared Network / NVR / Rack Infrastructure** required to support both packages.

The exterior package focuses on building perimeter visibility, exterior entry coverage, and exterior-facing access points. The interior package focuses on sales floor visibility, secure order prep, manager/service areas, back-of-house monitoring, and controlled access to restricted interior areas. The shared infrastructure package provides the core UniFi network, PoE switching, video recording, backup storage, UPS power protection, rack layout, patching, and system backbone required for both the exterior and interior packages [1].

## 1. Pricing Summary

| Package | Equipment | Engineering | Labor / Install | Package Total |
|---|---|---|---|---|
| Exterior Security & Access Package | $13,453.50 | $1,381.40 | $1,726.75 | $16,561.65 |
| Interior Security & Access Package | $15,006.50 | $2,002.60 | $2,503.25 | $19,512.35 |
| Shared Network / NVR / Rack Infrastructure | $9,272.00 | $3,708.80 | $4,636.00 | $17,616.80 |
| **Project Total** | **$17,732.00** | **$7,092.80** | **$8,866.00** | **$53,690.80** |

*All pricing before applicable sales tax, permit fees, and licensing fees.*

## 2. Equipment Bill of Materials

### 2.1 - Exterior Security & Access Package $16,561.65

*(Full line-item detail available in UniFi Design documentation.)*

| Line Item | Qty | Unit Price | Amount |
|---|---|---|---|
| G6 Pro 360 (exterior wide-area cameras) | 12 | $699.00 | $8,388.00 |
| Access Ultra (restricted-door devices) | 4 | $129.00 | $516.00 |
| Allocated Door Hub share | - | - | $99.50 |
| Hardware, Cables and wiring | - | - | 4,453.00 |
| *Shared Network / NVR / Rack Infrastructure* | - | - | *8,808.40* |
| **Exterior Package Total** | | | **$22,264.90** |

## 2.2 - Interior Security & Access Package - $9,512.35

| Line Item | Qty | Unit Price | Amount |
|---|---|---|---|
| G6 Pro 360 (interior wide-area cameras) | 6 | $499.00 | $2,994.00 |
| Access Ultra (restricted-door devices) | 4 | $129.00 | $516.00 |
| Allocated Door Hub share | - | - | $99.50 |
| G3 Touch Wall | 2 | $399.00 | $798.00 |
| PowerAmp | 1 | $599.00 | $599.00 |
| **Interior Equipment Subtotal** | | | **$5,006.50** |
| Engineering | | | $2,002.60 |
| Labor / Installation | | | $2,503.25 |
| **Interior Package Total** | | | **$9,512.35** |

**Scope includes:** sales floor, secure order prep, manager office, service/back-of-house monitoring, restricted-area access control, user permissions, access schedules, camera zones, alerts, and interior communication/control device setup.

### 2.3 - Shared Network / NVR / Rack Infrastructure - $17,616.80

| Line Item | Qty | Unit Price | Amount |
|---|---|---|---|
| Dream Machine Pro | 1 | $379.00 | $379.00 |
| Pro XG 48 PoE switches | 2 | $2,499.00 | $4,998.00 |
| Enterprise NVR | 1 | $1,999.00 | $1,999.00 |
| UNAS Pro 4 | 1 | $499.00 | $499.00 |
| UPS 2U | 2 | $279.00 | $558.00 |
| U7 Pro XG Wall | 1 | $279.00 | $279.00 |
| U7 Pro Max | 1 | $279.00 | $279.00 |
| Rack panels, brush panels, vent panels, patch panels | Multiple | - | $281.00 |
| **Shared Equipment Subtotal** | | | **$9,272.00** |
| Engineering | | | $3,708.80 |
| Labor / Installation | | | $4,636.00 |
| **Shared Infrastructure Package Total** | | | **$17,616.80** |

**Scope includes:** UniFi gateway setup, PoE switching, NVR storage foundation, rack layout, patch panel organization, device adoption, Protect/Access backend configuration, WiFi deployment, VLAN/security foundation, UPS placement, and final system validation.

**Basis of Design:** Source design - Titusville DS, 1220 S Washington, dated June 29, 2026.

## 3. Assumptions and Exclusions

**Pricing Methodology.** Pricing is developed using B4Solutions' internal estimating model, which accounts for equipment, hourly labor, engineering time, site-specific design requirements, installation complexity, configuration, commissioning, and any unique technical requirements requested for the location. Labor and engineering are billed based on the applicable hourly rate, expected project hours, and specialized engineering needs of the site.

- Pricing is before applicable sales tax, permit fees, state/local licensing fees, shipping, and payment processing fees.
- Electrician work, door strike/lock hardware, maglocks, request-to-exit devices, fire alarm tie-ins, conduit, lifts, ceilingrepair, patching, and painting are excluded unless separately approved in writing.
- Rack cabinet and RJ45 sockets appear in the design with no price shown in the BOM; any required material cost notpriced in the BOM shall be treated as a separate allowance or change order [1].
- Final camera placement, access-controlled door count, and cable routes should be field-verified before installation [1].
- Any additions after approval will be handled through a written change order [1].

## 4. Authorization

| | |
|---|---|
| **Total Project Investment** | $53,690.80 |
| **Sales Tax** | Not included |
| **Permit / Licensing Fees** | Not included |

By signing below, the client authorizes B4Solutions to proceed with the scope described in this proposal.

| | |
|---|---|
| **Client Signature:** | _____ |
| **Printed Name:** | _____ |
| **Title:** | _____ |
| **Date:** | _____ |
| | |
| **B4Solutions Representative:** | _____ |
| **Date:** | _____ |

COASTLINE
WHOLESALE SIGNS & LED DISPLAYS

# PROPOSAL / CONTRACT

| SUBMITTED TO | PHONE | DATE OF ORIGIN |
|---|---|---|
| GUD | | 05/11/2026 |
| **JOB ADDRESSES** | **CITY** | **JOB** |
| 1220 Washington Avenue | Titusville, TL | |

*Supply and Install the Following:*

- Coastline Signs to remove (x4) existing parking lot lights and discard and install (x6) new fixtures
- Coastline to add (x1) bull horn and (x1) to the front of property for max illumination
- Retro fit with new modern 150W LED fixture
- Coastline Signs to retrofit to existing pole structure
- Lights to have 3 years warranty on parts and labor
- This includes miscellaneous electrical materials

**Electric wiring to the sign of adequate capability and the physical hookup of electric power to the sign are to be responsibilities of the customer. This proposal does include sales tax. It does not include any cost not shown as a part of this proposal. We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of $8,727.00**

**Payment made as follows**: 50% DEPOSIT/ 50% DUE UPON COMPLETION

All payments due hereunder shall be sent to the home office of Coastline Wholesale Signs & LED Displays, LLC at 532 N. Segrave Street. Daytona Beach, FL 32114. This proposal is for prompt acceptance. Coastline Wholesale Signs & LED Displays, LLC will not be responsible for delays caused by strikes, fires, floods, storms, wars, allocations of materials or other circumstances beyond our control. Upon mutual acceptance of this proposal by purchaser and seller, said order is not subject to cancellation. Sign and / or materials shall remain the property of Coastline Wholesale Signs & LED Displays, LLC and shall at all times be severable from the premises upon which it is installed until account is paid in full. In the event it becomes necessary to institute any action for the enforcement of obligations, purchaser agrees to pay, in addition to amount due seller, all attorney fees and other cost incurred in connection therewith acceptance of agreement. This agreement shall not be considered as executed until signed by or on behalf of purchaser and approved by an executive officer and seller and is signed by him on sellers' behalf and is hereby further declared agreed and understood that there are prior writings, verbal negotiations, understandings, representations of agreements between the parties not herein expressed in the event of default hereunder. Purchaser agrees to pay in addition to all sums due hereunder a reasonable attorney's fee and all cost of collections in the event any action or suit shall be brought to enforce this agreement. The venue of said suits of action may at the option of Coastline Wholesale Signs & LED Displays, LLC be laid in Volusia County, Florida and the right to object to venue is expressly waived by purchaser. Any amount not paid within 30 days shall be subject to a 1 ½% per month service charge. Any below-ground utilities, old footers or any objects unseen that will not allow for an as-planned installation and require additional time, labor, and materials will be the liability of the purchaser.

**Purchaser:** _____ **Seller:** **Nick Florio - PRESIDENT**

**Date of Acceptance:** _____ **Authorized Signature:** _____

COASTLINE
WHOLESALE SIGNS & LED DISPLAYS

# PROPOSAL / CONTRACT

| SUBMITTED TO | PHONE | DATE OF ORIGIN |
|---|---|---|
| GUD Essence /Jasmine Johnson | | 06/10/2026 |
| **JOB ADDRESSES** | **CITY** | **JOB** |
| 1220 Washington Avenue | Titusville, FL | |

*Supply all necessary Labor, Materials, Engineering Seals and Renderings, City Sign/Electric Permits to Manufacture and Install the Following*

*Wall Sign:*

- *(1) Sets of LED flush mounted Channel Letters. Sign to read "GUD Essence" as per Rendering #*
- *Letters to contain White LED modules and power supplies to be mounted inside fascia*
- *Letters to have White 3/16" faces for letters and gold logo*
- *Manufacture and install White vinyl hours of operation*

*Pole Sign:*

- *Coastline Signs to remove and discard existing cabinet on pole sign*
- *Manufacture (x2) new panels with 3/16" white acrylic*
- *Supply and install new LED for bottom cabinet*
- *Bottom cabinet and pole to be repainted as per approved colors*

**Supply and install new LED Electric wiring to the sign of adequate capability and the physical hookup of electric power to the sign are to be responsibilities of the customer. This proposal does include sales tax. It does not include any cost not shown as a part of this proposal. We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of $ 19,772.00**

**Payment made as follows**: 50% DEPOSIT/ 50% DUE UPON COMPLETION

All payments due hereunder shall be sent to the home office of Coastline Wholesale Signs & LED Displays, LLC at 532 N. Segrave Street. Daytona Beach, FL 32114. This proposal is for prompt acceptance. Coastline Wholesale Signs & LED Displays, LLC will not be responsible for delays caused by strikes, fires, floods, storms, wars, allocations of materials or other circumstances beyond our control. Upon mutual acceptance of this proposal by purchaser and seller, said order is not subject to cancellation. Sign and / or materials shall remain the property of Coastline Wholesale Signs & LED Displays, LLC and shall at all times be severable from the premises upon which it is installed until account is paid in full. In the event it becomes necessary to institute any action for the enforcement of obligations, purchaser agrees to pay, in addition to amount due seller, all attorney fees and other cost incurred in connection therewith acceptance of agreement. This agreement shall not be considered as executed until signed by or on behalf of purchaser and approved by an executive officer and seller and is signed by him on sellers' behalf and is hereby further declared agreed and understood that there are prior writings, verbal negotiations, understandings, representations of agreements between the parties not herein expressed in the event of default hereunder. Purchaser agrees to pay in addition to all sums due hereunder a reasonable attorney's fee and all cost of collections in the event any action or suit shall be brought to enforce this agreement. The venue of said suits of action may at the option of Coastline Wholesale Signs & LED Displays, LLC be laid in Volusia County, Florida and the right to object to venue is expressly waived by purchaser. Any amount not paid within 30 days shall be subject to a 1 ½% per month service charge. Any below-ground utilities, old footers or any objects unseen that will not allow for an as-planned installation and require additional time, labor, and materials will be the liability of the purchaser.

**Purchaser:** _____ **Seller:** **Nick Florio - PRESIDENT**

**Date of Acceptance:** _____ **Authorized Signature:** _____

FASTSIGNS
Make Your Statement

712 S Missouri Ave
Clearwater, FL 33756
(727) 797-1177

www.fastsigns.com/249

# ESTIMATE
## e249-83537

Payment Terms: 50% Deposit/ 50% Completion

DESCRIPTION: GUD Essence - TITUSVILLE - Exterior Signage - ****BUDGET NUMBERS- ALLSIZES TO BE VERIFIED

Bill To: GUD Essence
28540 US HWY 19 N
Clearwater, FL 33761
US

Installed: GUD Essence
Jasmine Johnson
1220 S Washington Ave
Titusville, FL 32780
US

Requested By: Jasmine Johnson
Email: jjohnson@gudessence.com

Salesperson: Todd Williams
Email: toddw@fastsigns.com
Work Phone: 727-275-7775
Cell Phone: 727-509-7464

| | PRODUCTS | QTY | UNIT PRICE | TOTALS |
|---|---|---|---|---|
| 1 | Site Survey / Sign Design | 1 | $350.00 | $350.00 |
| 2 | BUILDING SIGN - Custom LED Cabinet Sign - 22" x 131" (20SF) | 1 | $5,214.62 | $5,214.62 |
| 3 | 143"x138" PYLON SIGN - Pylon Sign Faces - Flex Face /Frame - Double Sided -NEW LED CONVERSION 120.5 x 72.75 | 2 | $18,891.00 | $37,782.00 |
| 4 | 143"x24" PYLON SIGN - Pylon Sign Faces - Flex Face / Frame - Double Sided -NEW LED CONVERSION 120.5 x 72.75 | 2 | $4,050.00 | $8,100.00 |
| 5 | Engineering - Required for Permitting | 1 | $325.50 | $325.50 |
| 6 | Permit - Acquisition and Fees - Titusville | 1 | $1,250.00 | $1,250.00 |
| 7 | PYLON SIGN - Installation - Bucket Truck Required - Pylon Sign Faces / Frames / Leds | 1 | $9,891.00 | $9,891.00 |
| 8 | BUIDLING SIGN - Installation - Bucket Truck Required - Building Sign installation | 1 | $3,400.00 | $3,400.00 |

| | |
|---|---|
| Subtotal: | $66,313.12 |
| Taxes: | $4,641.93 |
| Grand Total: | $70,955.05 |
| Deposit Required: | $35,477.53 |
| *Credit Card Surcharge:* | *3.00%* |
| *Total with Surcharge:* | *$73,083.70* |
| *Deposit with Surcharge:* | *$36,541.85* |

50% deposit required (orders under $500 require payment in full). Deposit forfeiture: cancellation after permitting or production begins will result in a loss of 50% of your deposit. The remaining balance is due in full prior to scheduling installation. Installation will not be scheduled until final payment has been received. Three proofs are included: additional proofs $25/ea. Approval of proofs releases FASTSIGNS from liability for errors. Unpaid balances accrue 1.5% monthly finance charge. Signs remain property of FASTSIGNS until paid in full. Beginning February 1st, a 3% processing fee will be added to purchases paid by credit card.

Allow 4-5 weeks after permit approval for fabrication. Custom signage is non-returnable. We are not responsible for damage after pickup or for items left over 30 days. Additional terms and conditions apply; Full terms are available in store by request. Payment constitutes acceptance of all terms. Final sizing, placement, and installation conditions to be verified by field survey. Any required adjustments will be communicated prior to production.

Signature: _____ Date: _____

Thank you for the business!
Estimates are only good for 14 days due to material cost and scheduling.

# Gud Essence Florida

Gud Essence Florida
1220 S Washington
Titusville DS

## Gud Essence Florida - Verkada 60 Day

Proposal No.: 259434.1
Friday, May 30, 2025

Prepared For
**Brandon Johnson**

Security 101 Holdings, LLC, DBA Security 101
Security 101 Holdings, LLC - Branch #103
5801 Benjamin Center Dr. Suite 113
Tampa, FL 33634
FL — Low Voltage: EF20001221

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.

Security 101 Holdings, LLC, DBA Security 101
Security 101 Holdings, LLC - Branch #103
5801 Benjamin Center Dr. Suite 113
Phone: 888-909-4101
Fax: 954-984-4284
Website: www.Security101.com

Friday, May 30, 2025

Gud Essence Florida
1220 S Washington
Titusville DS

Re: Gud Essence Florida - Verkada 60 Day

Dear Brandon Johnson:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with our standard warranty service or the enhanced services of our Gold and Platinum Multi-Year Service Plans.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

SUPPLY CHAIN DELAYS AND VENDOR PRICE INCREASES: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays.  Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

Benjamin Tzodikov
Account Executive
benjamin.tzodikov@security101.com
Cell Phone: 609-213-9110

Access Control

Cabling and Locks by others

Head End - Install 16 door access control

Door 1 FW2: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 2 FW3 : Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 3 FW4: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 4 FW5 : Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 5 FW6: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 6 FW7 : Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 7 FW8: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 8 FW9: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Door 9 FW10: Install Verkada card reader, rex, Electric Strike Kit, and door contact.

Video System

Cabling by others

Head End - Install 24 port, switch, and patch panels with cables.

Interior Camera Generator/Power: Install Verkada Indoor Dome

Interior Camera FW12: Install Verkada Indoor Dome

Interior Camera FW13: Install Verkada Indoor Dome

Interior Camera FW14: Install Verkada Indoor Dome

Processing Interior Camera: Install Verkada Indoor Dome

Flowering Room 3 Interior Camera: Install Verkada Indoor Dome

Flowering Room 2 Interior Camera: Install Verkada Indoor Dome

Flowering Room 1 Interior Camera : Install Verkada Indoor Dome

Temp Grow Containers Interior Cameras : Install Verkada Outdoor Dome

Interior Camera Trailer Break Room : Install Verkada Outdoor Dome

Interior Camera Security Guard Shack : Install Verkada Outdoor Dome

Back Exterior Camera FW22 : Install Verkada Outdoor Dome

Left Side Exterior Camera FW23 : Install Verkada Outdoor Dome

Right Side Exterior Camera FW24 : Install Verkada Outdoor Dome

Exterior Camera FW25 : Install Verkada Outdoor Dome

Parking Lot Exterior Camera FW26 : Install Verkada Outdoor Dome

Parking Lot Exterior Camera FW27 : Install Verkada Outdoor Dome

Exterior camera guard Shack FW 28: Install Verkada Outdoor Dome

Exterior Camera Guard Shack FW29 : Install Verkada Outdoor Dome

Flowering 1 Camera 2 FW30: Install Verkada Outdoor Dome

Flowering 2 Camera 2 FW31: Install Verkada Outdoor Dome

Flowering 3 Camera 2 FW32 : Install Verkada Outdoor Dome

Processing Camera 2 FW33 : Install Verkada Outdoor Dome

# Access Control

## Cloud-Managed Servicess

### Verkada Access Control License

| | | |
|---|---|---|
| Access Door Subscription | 9 | Verkada 1-Year Door License<br>*(Verkada – LIC-AC-1Y)* |

## Panel Locations

### Head End - FW1

| | | |
|---|---|---|
| Control Panel | 1 | Verkada AC62 16 Door Controller<br>*(Verkada – AC62-HW)* |

## Access Controlled Doors

### Door 1 - FW2

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 2 - FW3

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 3 - FW4

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |

| | | |
|---|---|---|
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 4 - FW5

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 5 - FW6

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 6 - FW7

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 7 - FW8

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |

| | | |
|---|---|---|
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 8 - FW9

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

### Door 9 - FW10

| | | |
|---|---|---|
| Exit Device - PIR | 1 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| Door Contact | 1 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| Electric Lock 1 | 1 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| Card Reader Out | 1 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |

## Additional Items

# Video System

## Cloud Video Servicess

### Verkada Video License

| | | |
|---|---|---|
| Camera Subscription | 23 | Verkada 1-Year Camera License<br>*(Verkada – LIC-CAM-1Y)* |

## Head Ends

### Head End - FW1

| | | |
|---|---|---|
| Network Switch | 1 | 24PRT 1GIG/POE RJ45 SFP 1GIG<br>*(W BOX TECH – 0E-24PRJ45FG)* |
| Network Switch | 1 | 24-PORT 1U RACK-MOUNTCAT6A/CAT6/CAT5E 110 PATCHPANEL WITH CABLE<br>*(TRIPP LITE – N252-024-6A)* |

## IP Cameras

### Interior Camera Generator/Power - FW11

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Interior Camera - FW12

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Interior Camera - FW13

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Interior Camera - FW14

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Processing Interior Camera - FW15

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering Room 3 Interior Camera - FW16

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering Room 2 Interior Camera - FW17

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering Room 1 Interior Camera - FW18

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Temp Grow Containers Interior Camera - FW19

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Interior Camera Trailer Break Room - FW20

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Interior Camera Security Guard Shack - FW21

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering 1 Camera 2 - FW30

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering 2 Camera 2 - FW31

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Flowering 3 Camera 2 - FW32

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Processing Camera 2 - FW33

| | | |
|---|---|---|
| IP Interior | 1 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |

### Back Exterior Camera - FW22

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Left Side Exterior Camera - FW23

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Right Side Exterior Camera - FW24

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Exterior Camera - FW25

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Parking Lot Exterior Camera - FW26

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Parking lot exterior camera - FW27

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### Exterior Camera guard shack- FW28

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

### exterior camera guard shack - FW29

| | | |
|---|---|---|
| IP Exterior | 1 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |

## Additional Items

| Qty. | Part Description<br>*(Manufacturer – Part Number)* | Unit Price | Extended Price | Discount Amount | Final Price |
|---|---|---|---|---|---|
| 9 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* | $244.98 | $2,204.82 | ($661.41) | $1,543.41 |
| 9 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* | $106.26 | $956.34 | ($286.92) | $669.42 |
| 9 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* | $13.98 | $125.82 | ($37.71) | $88.11 |
| 1 | 24-PORT 1U RACK-MOUNTCAT6A/CAT6/CAT5E 110 PATCHPANEL WITH CABLE<br>*(TRIPP LITE – N252-024-6A)* | $296.28 | $296.28 | ($88.88) | $207.40 |
| 1 | Verkada AC62 16 Door Controller<br>*(Verkada – AC62-HW)* | $5,285.75 | $5,285.75 | ($1,585.72) | $3,700.03 |
| 9 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* | $348.13 | $3,133.17 | ($939.96) | $2,193.21 |
| 15 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* | $1,258.95 | $18,884.25 | ($5,665.20) | $13,219.05 |
| 8 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* | $1,468.95 | $11,751.60 | ($3,525.44) | $8,226.16 |
| 9 | Verkada 1-Year Door License<br>*(Verkada – LIC-AC-1Y)* | $261.45 | $2,353.05 | ($705.87) | $1,647.18 |
| 23 | Verkada 1-Year Camera License<br>*(Verkada – LIC-CAM-1Y)* | $208.95 | $4,805.85 | ($1,441.64) | $3,364.21 |
| 1 | 24PRT 1GIG/POE RJ45 SFP 1GIG<br>*(W BOX TECH – 0E-24PRJ45FG)* | $656.23 | $656.23 | ($196.87) | $459.36 |

# Long Term Protection for Your Security System

The security industry of today is vastly different from what it was 3 to 5 years ago. Three major factors have created this difference.

The first is technology. Processing power and the advent of applications over the Internet Protocol (IP) are changing technology at an unprecedented rate. These changes are happening in months not years. The second factor is company stability and commitment to service. With complex technology comes a much higher demand on technical certification and field service / support experience. Lastly, converged technology requires dependable help desk support and more frequent inspections of security components. Traditional break/fix coverage is no longer sufficient to insure optimum technology performance. Monitoring network capacity, inspecting software functionality, and periodic testing of onsite devices are integral to peak performance. Understandably, these changes have sharpened the focus on requirements for quality service and support.

Security 101 has never wavered from its core competency and commitment to its substantial and ever-growing customer base. It is this focus that allows Security 101 to proudly provide the most comprehensive service plans available – period!

Making a security system decision should be made with confidence, free from angst and doubt regarding vendor or equipment.

# SafeGuard 101 BEST-IN-CLASS SERVICE

Security 101 has been in the service delivery business for many years. We recognize that your satisfaction (and our reputation) depends entirely upon our performance and sensitivity to your business requirements. The SafeGuard 101 service plans have been created to provide total excellence – no surprises, no fine print. Just our "Fanatical Customer Service".

Employee safety, asset protection, access control, information security, Fire/life safety, and intrusion detection are very serious issues. Most companies do not take the time to understand the risks of not properly protecting a security system. Many service providers are not anxious to disclose the hidden costs.

There are three risks associated with system problems:

1) The cost to repair or replace a failed component.
2) The cost and availability of labor to diagnose and correct a wide variety of issues.
3) The cost and inconvenience of a breach of security to your business be it major or minor.

Security 101 has made coverage decisions designed to eliminate ALL surprises. In addition, by investing in a SafeGuard plan, you are choosing to proactively maintain and budget for your system's maintenance that will not only reduce system down time but also extend the life of the system.

## Schedule A - Covered Equipment

The following equipment Is covered by this service plan.

| Qty. | Part Description<br>*(Manufacturer – Part Number)* |
|---|---|
| 9 | 5200C ELECTRIC STRIKE KIT<br>*(ADI LOCK EXPRESS – 5200C 630)* |
| 9 | REQUEST TO EXIT PIRS LIGHT GRY<br>*(BOSCH SECURITY SYSTEMS – DS160)* |
| 9 | SET 3/4STLDR W/TRMS WDGP W<br>*(GRI (GEORGE RISK) – 8080-TWG-W)* |
| 1 | 24-PORT 1U RACK-MOUNTCAT6A/CAT6/CAT5E 110 PATCHPANEL WITH CABLE<br>*(TRIPP LITE – N252-024-6A)* |
| 1 | Verkada AC62 16 Door Controller<br>*(Verkada – AC62-HW)* |
| 9 | Verkada AD34 Multi-format Card Reader<br>*(Verkada – AD34-HW)* |
| 15 | Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD32-512-HW)* |
| 8 | Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention<br>*(Verkada – CD42-512-HW)* |
| 1 | 24PRT 1GIG/POE RJ45 SFP 1GIG<br>*(W BOX TECH – 0E-24PRJ45FG)* |

## Schedule A.1 - Exclusions

The following items Or equipment are excluded covered by this service plan.

| Qty. | Part Description<br>*(Manufacturer – Part Number)* |
|---|---|
| 9 | Verkada 1-Year Door License<br>*(Verkada – LIC-AC-1Y)* |
| 23 | Verkada 1-Year Camera License<br>*(Verkada – LIC-CAM-1Y)* |

## SafeGuard 101 Service Plans

Security 101 has created two new protection options. Both are intended to provide a high level of confidence that system issues will be responded to promptly and professionally, and that troubles will be corrected in the shortest time possible. Your business can count on it!

Standard Warranty Service

- 8-5, M-F Service
- Equipment Repair/Replacement
- Non-emergency Response – 3-5 Business Days
- Emergency Response – Within 24 hours billed as incurred

SafeGuard 101 / Gold Protection

*All items included In Standard Warranty Service plus…*

- Non-emergency Response – 1-2 Business Days
- Emergency Response – Eight (8) Hours billed as incurred
- Training for office personnel on system functionality – 2 Hours Per Year
- Replacement of Disposable Parts (Batteries, Bulbs, Connectors, etc.)

SafeGuard 101 / Platinum Protection

*All items included In Gold Protection plus…*

- Non-emergency Response – Next Business Day
- Emergency Response – four (4) hours billed as incurred
- Security 101 Customer Web Portal
- Preventive Maintenance Inspections (Key Component Integrity Inspections) – 1 per year
- Training For office personnel on system functionality – 4 Hours Per Year Software
- Support Agreements & Subscription Services rolled in at 10% discount

## SafeGuard 101 Service Plans

| SafeGuard 101 Protection Feature | Warranty | Gold | Platinum |
|---|---|---|---|
| Service Hours (Excluding. Holidays) | 8-5pm M-F | 8-5pm M-F | 8-5pm M-F |
| Security 101 - Customer Web Portal | N/A | N/A | Included |
| Priority Queue for Service Request | N/A | Included | Included |
| Guaranteed Emergency Response | 24 Hours | 8 Hours | 4 Hours |
| Guaranteed Non-Emergency Response | 3-5 Bus. Day | 1-2 Bus. Day | Next Bus. Day |
| Preventative Maintenance (Key Component Integrity Inspections) | N/A | N/A | Annual |
| Replacement of disposable parts (Batteries, bulbs, connectors, etc.) | N/A | Included | Included |
| Training for Personnel on System Functionality | N/A | Up to 2 Hours | Up to 4 Hours |
| Software Support Agreements Discount | N/A | N/A | 10% off List |
| Software Subscription Services Discount | N/A | N/A | 10% off List |

# SafeGuard 101 Service Plans

## Benefits and Definitions

Service Hours
Service Hours represent the time that a Security 101 service technician will be available for technical support either online, using remote computer access or physically on-site.

Customer Web Portal
Our Customer Web Portal is available 24 hours a day, 7 days a week for the Platinum SafeGuard 101 Plan. This internet-based service product is a great way to place service calls, review open & closed service calls along with reviewing the status of open installation projects.

Priority Service
Our SafeGuard 101 Plans offer a priority service queue over our Standard Warranty. This will ensure that your service request will be supported in a timely and responsive manner.

Preventative Maintenance
In an effort to reduce the unforeseen equipment failure of key components, Security 101 performs on-site preventative maintenance to inspect, test and repair the equipment that is covered by a Platinum SafeGuard 101 Plan. This proactive service approach has proven to be the single most effective way in reducing critical failures of field hardware.

Replacement of Disposable Parts
Under our Gold Safeguard – 101 Plan, Security 101 will replace any disposable part, under $50 per unit, which fails during the term of the agreement. An example of disposable parts would be power supply batteries, light bulbs, and device connectors to name a few. Access Control credentials, ID card printer ribbons & print heads, ID badge accessories are not considered disposable parts.

System Training
Security 101 provides end user system training on the covered system. Such training can / may be conducted at the Security 101 or Customer site. Customer specific training requirements and approach for training will be agreed upon at the time of accepting either a Gold or Platinum SafeGuard 101 Plan. Customer is responsible for any attendee travel cost for attending a training class not on-site.

Software Support Agreements (SSA) & Subscription Services Discount
If your system requires and SSA or Subscription Services Plan to maintain the software of the system, they will be included in the Platinum plan at a discounted price.

# SafeGuard 101: Service Plan Terms and Conditions

1. **TERM; ANNUAL SERVICE CHARGE.** Customer agrees to pay the annual service charge set forth in the Scope of Work per annum (the "Annual Service Charge"), payable annually in advance, plus all applicable state and/or local taxes, for the Term stated on the Acceptance page. After the Term, this Agreement will automatically renew on an annual basis (each, a "Renewal Term") unless terminated by either party upon written notice to the other at least thirty (30) days prior to the anniversary date. If such automatic renewal is prohibited by applicable law, then the term of this Agreement will automatically renew from month-to-month. Security 101 shall have the right to increase the Annual Service Charge after the first year. If Customer terminates this Agreement prior to the end of the Term or any Renewal Term, then Customer agrees to pay Security 101, in addition to any outstanding fees and charges for Services rendered prior to termination, ninety percent (90%) of the Annual Service Charge as liquidated damages and not as a penalty. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company, false alarm, permitting and connection fees, and fees related to reprogramming devices to comply with area code, signal transmission, numbering or other changes relating to the Services provided under this Agreement. Failure to pay amounts when due shall give Security 101, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Security 101's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees.

2. **SERVICES.** If provided in the Scope of Work, Security 101 will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and will bear the expense thereof (the "Services"). Equipment will only be included in the Scope of Work and covered after Security 101 inspects such equipment and makes any necessary repairs and replacements to the equipment at a charge to Customer for labor and materials at Security 101's then prevailing rates. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the equipment made at the request of Customer or made necessary by changes in Customer's premises, damage to the premises or to the equipment, or to any cause beyond the control of Security 101, shall be borne by Customer. The Services do not include the cost of replacing any equipment for any reason whatsoever, including but not limited to equipment obsolescence or end-of-life status, and such replacement cost shall be borne by Customer. Security 101's Services shall be performed during Security 101's normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Services on the following devices will be provided only on a time-and-material basis: (1) exterior mounted devices, (2) equipment subject to conditions not covered by warranty, and (3) computer hardware, software and computer networks. Customer acknowledges and agrees that it is Customer's sole obligation to provide network connectivity to maintain service with all access providers to transmit signals between Customer's equipment and devices and Customer's monitoring center (if any) and to ensure compatibility with any of Customer's equipment and devices. Security 101 is not responsible for performance issues or failures resulting from Customer's network equipment and devices including, without limitation, internet latency, local area networks, and non-conforming or non-compatible hardware, software, equipment or devices. Security 101's Services obligations only relate to the specific equipment scheduled in the Scope of Work, and Security 101 is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any equipment of the Customer not installed by Security 101. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that the Services cannot eliminate occurrences of the events that the serviced equipment is designed or intended to avert, detect or prevent, including, but not limited to, fires, intrusions, burglaries, and other criminal activity. Accordingly, Security 101 makes no promise, guaranty or warranty that the Services or the serviced equipment will avert, detect or prevent any such incidents or the consequences therefrom.

3. **INSPECTIONS.** If provided in the Scope of Work, Security 101 will provide the number of inspections of the covered equipment as specified in the Scope of Work and such inspections shall be performed during Security 101's normal

working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays.

4. **SERVICES ASSURANCE.** Security 101 assures that the Services will be performed in a professional and workmanlike manner. This Services assurance is provided for thirty (30) days from completion of the Service. This Services assurance does not cover issues caused by accident, abuse, misuse, use in a manner inconsistent with this Agreement, or resulting from events beyond Security 101's reasonable control. If Security 101 fails to meet the above Services assurance and Customer notifies Security 101 within the assurance term, then Security 101 will re-perform the specific Service using reasonable efforts to cure the failure. This is Customer's only remedy for breach of the Services assurance. OTHER THAN THIS SERVICES ASSURANCE, SECURITY 101 MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. SECURITY 101 DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE OR DATA, OR LOSS OF OR INTERRUPTION OF BUSINESS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SECURITY 101 SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) TO THE EXTENT ARISING OUT OF OR RELATING TO THE FAILURE OF THE SERVICES TO AVERT, DETECT OR PREVENT ANY OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES ARE DESIGNED OR INTENDED TO AVERT, DETECT OR PREVENT, INCLUDING, BUT NOT LIMITED TO, INTRUSIONS, BURGLARIES, FIRES, FLOODS, AND ALL OTHER CAUSES OF DAMAGE AND CRIMINAL ACTIVITY (COLLECTIVELY, A "DETECTION FAILURE"), REGARDLESS OF THE THEORY OF LIABILITY ASSERTED WHETHER BASED IN CONTRACT (INCLUDING INDEMNITY), WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE. IF, NOTWITHSTANDING THE PROVISIONS OF THE PRECEDING SENTENCE, SECURITY 101 IS FOUND LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES (OR CAUSES OF ACTION IN RESPECT THEREOF) UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO ANY DETECTION FAILURE, THEN SECURITY 101'S LIABILITY SHALL BE LIMITED TO $250 AS LIQUIDATED DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ACTUAL DAMAGES THAT MAY BE SUFFERED BY CUSTOMER IN THE EVENT OF A DETECTION FAILURE ARE NOT READILY ASCERTAINABLE AND THAT SUCH LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF SUCH DAMAGES AND ARE NOT TO BE CONSTRUED AS A PENALTY. NO SUIT OR CAUSE OF ACTION CONCERNING ANY DETECTION FAILURE SHALL BE BROUGHT AGAINST SECURITY 101 AFTER ONE (1) YEAR AFTER THE DATE OF SUCH DETECTION FAILURE.

6. **MISCELLANEOUS.**

6.1 Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate to the subject matter hereof. In case of any conflicts on the same subject matter between this Agreement and any purchase orders, acceptances, correspondence, and other documents, this Agreement shall govern and prevail, and the conflicting terms and conditions of any such documents shall be deemed deleted and shall not be binding upon either party insofar as they relate to this Agreement.

6.2 Amendments and Waivers. No amendment of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default shall be valid unless the same shall be in writing and signed by the party making such waiver.

6.3 Severability. If any term or provision of this Agreement is held invalid, void or unenforceable, or is otherwise stricken, then any and all remaining terms and provisions of this Agreement shall remain valid and binding upon the parties.

6.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, whether arising in contract, tort, equity, or otherwise, shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

6.6 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

6.7 Assignment. Customer may not assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Security 101, which shall not be unreasonably conditioned, withheld or delayed. Security 101 may assign any or all of its rights and interests hereunder to one or more of its affiliates and to any entity that acquires Security 101 or substantially all of its assets.

6.8 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER WITH RESPECT TO CLAIMS IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY.

6.9 Independent Contractor Relationship; Non-Solicitation. Security 101 and Customer are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint ventures. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Customer shall not solicit any employee or contractor of Security 101 to leave the service of Security 101.

6.10 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile, .PDF, or by any legally recognized digital or electronic signature), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Work to be completed during regular business hours

Customer to provide access to facility during normal business hours

Lift, if required, to be provided by others

Fire relays to be provided by others

Security 101 to provide training on how to program 5-10 credentials

Does not include alarm integration programming

All existing door handsets, door hardware, power supplies, wiring, must be in proper working condition or a change order will be required to replace any/all components that are being reused

Locking mechanisms provided and installed by others

Permits have not been included, and if required, a change order will be needed with direct cost pass through to customer

Conduit pathways, if required, must be able to pull new wire through

Patching and/or painting by others if required

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates an understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses, and the warranty service plan, if included as a part of this proposal. This system proposal is intended to provide the customer with partial protection of the designated premises. Its design should be understood to represent a compromise between costs, understood scope of work, and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such events.

Tax: All required sales tax will be added to invoices in accordance with state law. If tax is quoted, it is for budget purposes and may not reflect the taxes due to be collected at the time of invoice.

Security 101 may modify pricing ("Price Modification") with respect to Orders that have been previously accepted by Security 101, to the extent Security 101 deems necessary for Proposals for reasons including but not limited to:

- (i) price increases imposed by Security 101 suppliers
- (ii) customer's required procurement timelines
- (iii) supply chain constraints or material shortages
- (iv) other events outside of Security 101's control impacting the relevant industry

Customer may reject the Price Modification within 14 calendar days of the notification. If requested by Security 101, customer agrees to issue a revised or supplemental order, purchase order or approval pursuant to this Section. If customer fails or refuses to issue or agree to a revised supplemental order reflecting a Price Modification, Security 101 may in its sole discretion, in addition to any other remedy it may have, cancel the order, or hold such order until such authorization to proceed has been issued or provided

Exclusions:

Items not listed on the Bill of Materials section in this proposal

As-Built Drawings

Bonding

Permits & Inspections

120VAC and cabling

Locking Hardware

Alarm Monitoring

# Service Plan Refusal (Optional)

By opting out of our comprehensive SafeGuard 101 service plans, you are assuming certain risks and potential costs that may arise from system issues. Below are the details of what you are missing out on and the associated risks:

## Benefits Missed:

- **Guaranteed Response Times:** With SafeGuard 101 Gold or Platinum Protection, you would have access to faster response times for both emergency and non-emergency service requests. This ensures that any issues with your security system are addressed promptly, reducing downtime and potential security vulnerabilities.
- **Preventative Maintenance Inspections:** Our Platinum Protection plan includes annual preventive maintenance inspections, which can significantly reduce the risk of critical equipment failures. This proactive approach helps maintain the integrity and performance of your security components.
- **Replacement of Disposable Parts:** Under the Gold and Platinum plans, Security 101 covers the replacement of certain disposable parts that may fail during the term of the agreement. This includes items like batteries, bulbs, and connectors, reducing the burden of unexpected costs for these replacements.
- **Training for Personnel:** SafeGuard 101 plans offer training sessions for your office personnel on system functionality. This ensures that your team is well-equipped to utilize the security system effectively, maximizing its potential and enhancing security measures.
- **Software Support Agreements & Subscription Services Discounts:** With the Platinum plan, you would benefit from a 10% discount on Software Support Agreements and Subscription Services, providing cost savings on essential software maintenance and updates.

## Risks of Refusal:

- **Cost of Repairs/Replacements:** Without a service plan, you would be responsible for the full cost of repairing or replacing any failed components of your security system.
- **Labor Costs and Availability:** Diagnosing and correcting system issues can incur significant labor costs, especially for complex security technologies. Availability of skilled labor on short notice may also pose challenges.

By refusing enrollment in a SafeGuard 101 Service Plan, you acknowledge and accept these risks and responsibilities. Please review and sign below to confirm your decision.

Customer Signature: _____ Date: _____

# Financial Summary

Proposal #259434.1 Gud Essence Florida - Verkada 60 Day

**Bill to:** Gud Essence Florida
1220 S Washington
Titusville DS

**Ship to:** Attn: Brandon Johnson
Gud Essence Florida
1220 S Washington
Titusville DS

| Access Control TOTALS | |
|---|---|
| INSTALLATION | $13,800.00 |
| EQUIPMENT | $11,904.10 |
| EQUIPMENT RENTAL | $0.00 |
| TOTAL INVESTMENT | $25,704.10 |

| Video System TOTALS | |
|---|---|
| INSTALLATION | $18,035.00 |
| EQUIPMENT | $30,487.04 |
| EQUIPMENT RENTAL | $0.00 |
| TOTAL INVESTMENT | $48,522.04 |

| GRAND TOTALS | |
|---|---|
| INSTALLATION | $31,835.00 |
| EQUIPMENT | $42,391.14 |
| EQUIPMENT RENTAL | $0.00 |
| TOTAL INVESTMENT | $74,226.14 |
| TAX | $0.00 |
| TOTAL INVESTMENT WITH TAX | $74,226.14 |

| Description | Term | Monthly |
|---|---|---|
| **Service Plan:** Platinum | 60 Month | $578.13 |
| **Hosted Access:** Verkada Hosted Access LIC-AC-1Y 9X | 60 Month | $186.28 |
| **Hosted Video:** Verkada Hosted Video LIC-CAM-1Y 23x | 60 Month | $500.62 |
| | **Total Monthly Charge** | **$1,265.03** |

Estimated taxes. Actual tax will be calculated at the time of invoicing

THIS INSTALLATION AND SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of the date of Date of Acceptance by and between Security 101 Holdings, LLC., a Delaware limited liability company, DBA Security 101 ("Security 101"), and the undersigned Client (the "Customer"), as set forth on the signature page below.

**Security 101 reserves the right to adjust the prices set forth in this Agreement in the event of any increase in the cost of parts, materials, components or other inputs directly resulting from the imposition of, or increase in, tariffs, duties, or other governmental levies imposed after the Date of Acceptance. Any such price adjustment shall be reasonable proportionate to the increased cost incurred by Security 101 and shall be communicated to the Customer in writing with reasonable supporting documentation.**

Limited Warranty: Exclusions and Disclaimers#.

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all equipment and installation labor rendered as part of the Work against defects in materials and labor, not inherent in the quality required or permitted by the Agreement, for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation of the Work. Security 101's warranty specifically excludes remedy for damage or defect to expendable supplies, equipment or parts or any portions of the Work caused by misuse, abuse, modifications not executed by Security 101, improper or insufficient maintenance, improper operation, Acts of God, alteration, modification, manipulation, tampering or vandalism by any other party, or normal wear and tear and normal usage. Any and all warranty claims must be made by written notice to Security 101 within the Warranty Period and any defect claimed will be repaired or replaced at the sole option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. Notwithstanding anything contained herein to the contrary, Security 101's sole liability for any warranty claims hereunder shall be limited to the repair or replacement of the Work or any portion thereof.

2. THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY COVERING THE INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, AND ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY ARE HEREBY EXCLUDED AND SPECIFICALLY DISCLAIMED.

3. Except to the extent otherwise provided below, in no event shall Security 101 be liable to Customer or any third party for actual, special, incidental, consequential, exemplary, punitive damages or any other type of damages or for lost profits, lost sales, injury to person or property or any other cause as a result of defect in the installation labor, equipment, materials or other supplies with respect to any item furnished under the Agreement, the malfunction or non-function of any system, wrongful performance of or failure to perform any acts included in the Work, transportation delays, breach of warranty or any criminal or other activities by third parties resulting there from.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not expressly stated herein shall be binding. The Agreement and the document or documents attached hereto or to which this writing is a part, shall constitute the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. To the extent of Security 101's insurance coverage and subject to the limitations contained below, Security 101 agrees to indemnify, defend and hold harmless Customer for, from and against all claims, damages, losses, costs or injury to property occurring during the installation of the Work under the Agreement, but only to the extent caused by the negligence of Security 101, its subcontractors or anyone employed by either of them. Customer and Security 101 agree that the indemnification given herein shall be limited to the amount of loss suffered by the indemnities or the amount of Security 101's insurance coverage, whichever is less, which amount is stipulated by the parties to bear a reasonable commercial relationship to this Agreement and is hereby incorporated into the specifications for this project.

6. The parties acknowledge and agree that: (a) the Work is intended to constitute or be a part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of the Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the Work is performed (the "Locations"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Locations; (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; and (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES, CRIMINAL EVENTS, VANDALISM OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT. CONSEQUENTLY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SECURITY 101 IS NOT AN INSURER AND CUSTOMER WILL OBTAIN FROM ITS OWN INSURER ANY INSURANCE THAT IT DESIRES TO PROTECT ITS PROPERTY OR PERSONS FROM ANY SUCH EVENTS OR OCCURRENCES. CUSTOMER HEREBY WAIVES ALL SUBROGATION AND OTHER RIGHTS OR RECOVERY AGAINST SECURITY 101 THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM OR LOSS OR INJURY TO ANY OTHER PERSON.

7. Notwithstanding the limited warranty and the limitation on liability provisions contained herein, in the event Security 101 is found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of competent jurisdiction determines the limitations on warranty or liability are inapplicable, then Customer agrees that the aggregate maximum liability of Security 101 under or with respect to the Agreement, the Work performed hereunder and any warranty provided for herein, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price paid by Customer under the Agreement, or (ii) Five Hundred Dollars ($500.00), and this liability shall be exclusive, and the provisions of this Subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

8. Customer acknowledges and agrees that Security 101 is not an insurance company and does not insure against loss, but rather Security 101 provides security products and services. Accordingly, Customer agrees to indemnify Security 101 and hold Security 101 harmless from any and all claims by third parties related to the above services and/or products, other than claims arising from the gross negligence or willful, intentional misconduct of Security 101. In agreeing to indemnify Security 101, Customer agrees to indemnify Security 101 against all claims from third parties related to the above services and/or products including but not limited to subrogation claims, damages claims, and attorney's fees and costs claims.

Payment Disputes

9. In the event Customer disputes any invoiced amount(s), Customer will notify Security 101 of the disputed amount(s) within 14 days of invoice receipt, and submit payment for all undisputed amounts in accordance with the Acceptance page of this document. Upon Customer's notification of Security 101, the Payment Period shall be suspended until Security 101 and Customer mutually agree to a resolution of such dispute, at which time Customer shall make payment of such amounts withing the greater of: (i) the remainder of the Payment Period or (ii) thirty (30) days from the date of such resolution.

Legal Action

10. In the event Security 101 refers this contract to an attorney, to recover any amounts owed by Customer to Security 101 hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due and Customer shall pay Security 101's legal fees. In any action commenced by Security 101 against Customer, Customer shall not be permitted to interpose any counterclaim.

11. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this Agreement or other address provided by a party in writing to other party.

12. This Agreement shall be governed by the laws of the State of Florida. The parties agree that the courts of the State of Florida shall have exclusive jurisdiction over the parties hereto regarding any dispute between them, and Security 101 and Customer submits to the jurisdiction of the State of Florida. The Customer agrees that any litigation between the parties must commence and be maintained exclusively in the State of Florida and in the County where Security 101's principal place of business is located. The parties waive trial by jury in any action between them. Any action by Customer against Security 101 must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Security 101 must be based on the provisions of this Agreement. Any other action that Customer may have or bring against Security 101 in respect to other services rendered in connection with this Agreement
shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

Design Development, Programming, Drawings, Ownership, and Software License(s)

13. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent, or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

14. Programming. Security system programming is an essential element of the system's operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators,

administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at the above contract cost.

15. Drawings.
(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
(ii) Unless otherwise stated in the schedule of work, Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

16. Ownership Prior to completion of the Work. Any drawings, specifications, and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications, and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101 ; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

17. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

## Access Control Terms & Conditions

A. All Door(s) and associated door hardware are not included, unless specifically identified in the scope of work and/or equipment list.

B. Coring of new or existing doors required for electrified locking hardware is not included, unless specifically identified in the scope of work.

C. Modification of any new or existing fire doors is not included. Additional charges may apply if SECURITY 101 is requested to perform such work.

D. Proper door alignment and mechanical operation is the responsibility of others.

E. Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.

F. Access control cards are not included, unless specifically identified in the scope of work and/or equipment list.

G. Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list.

H. FIRE ALARM RELEASE – It is the responsibility of the customer and the fire alarm service provider for this site. Any permits required in accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

I. Conduit, Stub-up and Sleeves are not included, unless specifically identified in the scope of work and/or equipment list.

J. Permit, City, Applicaiton, Expediting and Inspection fees are not included, unless specifically identified in the scope of work.

## Video System Terms & Conditions

A. A dedicated circut is recommended for the Video system and not included.

B. Current and future lighting requirements are the responsibility of others.

C. Appropriate furniture, rack or shelving for Video recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

D. Current and future foliage and/or landscaping maintenance to accommodate video system are the responsibilities of others.

E. Conduit, Stub-up and Sleeves are not included, unless specifically identified in the scope of work and/or equipment list.

F. Permit, City, Applicaton, Expediting and Inspection fees are not included, unless specifically identified in the scope of work.

## Additional Terms & Conditions

Installation

18. All required installation documents are included.

19. Installation of all required equipment and materials with on-site supervision of project is included.

20. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

21. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.

22. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.

23. Customer to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

24. Customer to provide and coordinate 110 VAC electrical service where needed.

25. All LAN/WAN connections, addressing and network functionality are the responsibility of the Customer.

26. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

27. Any changes in the understood scope of work will be communicated and approved in writing by an authorized Customer representative, prior to commencing work. Customer understands that no employees or contractors of Security 101 are authorized to agree orally to change the scope of work without the prior written approval of Security 101.

Permits/Bonding/Sealed Engineered Drawings

28. Permits, bonds, and other requirements by any government agency are not included. All such permits, bonds and other requirements shall be obtained by Customer at Customer's sole expense.

Miscellaneous

29. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

30. Neither party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

31. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

33. Customer shall make available adequate mounting space for all head end devices and provide adequate access to all necessary work areas. Mounting space and access requirements will be provided to Customer upon award.

34. Any high voltage (greater than 48 VAC) requirements are not part of the quotation/proposal hereby submitted, unless specifically identified in the scope of work and/or the equipment list. If the scope of work and/or equipment list do not specifically identify high voltage requirements, and such requirements are a necessary part of the parts/services to be provided, then the additional price/specifications will be provided to Customer upon request.

35. This installation will be done with Teflon plenum-rated wire where required for low voltage work, installed in free air, above ceilings, and in partition walls, and does not include costs for asbestos related work. In the event that asbestos remediation is required, such remediation work will be performed by Customer at Customer's sole cost prior to the performance of the services contemplated hereunder.

36. Conduit is not included, unless specifically identified in the scope of work and/or the equipment list. If conduit is not specifically identified, but is required, such conduit will incur additional fees. The additional price/specifications for conduit will be provided to Customer upon request.

For the amount of **$74,226.14** (tax not included)
This proposal dated Friday, May 30, 2025 is valid until Sunday, June 29, 2025

**Security 101 may adjust prices in this Agreement should costs increase due to new or higher tariffs, duties, or government levies imposed after the Date of Acceptance. Price adjustments must be proportional to Security 101's increased costs and communicated to the Customer in writing with supporting documentation.**

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

## Billing and Payment Terms

30% upon Deposit
30% upon Equipment Received
30% upon Equipment Installed
10% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Payment Terms are Net 30 unless otherwise stated.
Report any billing discrepancies within 14 days of receipt.
Reference the invoice number on your payment.
Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.

**Acceptable Payment Methods**

**Electronic Payments (Preferred Method):**
Financial Institution: TRUIST
Account Name: Security 101 Holdings, LLC.
Routing Number: 263191387
Account Number: 00240183870
Swift Number: BRBTUS533
**Check Payments:**
Security 101 Holdings, LLC
P.O. Box 919890
Orlando, FL 32891-9890
**Credit Card Payment:**
Call Corporate Accounting Office at 561-791-6273

A 3.5% convenience fee applies.

## Licenses

FL — Low Voltage: EF20001221

## Services

This proposal includes the following recurring services which are billed QUARTERLY in advance.

| Description | Term | Monthly |
|---|---|---|
| **Service Plan:** Platinum | 60 Month | $578.13 |
| **Hosted Access:** Verkada Hosted Access LIC-AC-1Y 9X | 60 Month | $186.28 |
| **Hosted Video:** Verkada Hosted Video LIC-CAM-1Y 23x | 60 Month | $500.62 |
| | **Total Monthly Charge** | **$1,265.03** |

This plan extends the parts And labor coverage from one year As included In the original proposal To the term indicated above And includes all the enhanced support services Of the service plan. Service plan coverage begins at system completion And offers enhancements over standard warranty coverage.

Gud Essence Florida

Authorized Customer Signature (date)

Printed Name

Title

Purchase Order Number

Security 101 Holdings, LLC, DBA Security 101

Authorized Security 101 Signature (date)

Printed Name

Title

# *Standard Abbreviated Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the 31st day of October in the year 2025.
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

Green Essence Global, LLC dba GUD Essence
500 NW 54th Street
Miami, FL 33127

and the Contractor:
*(Name, legal status, address and other information)*

S.R. Construction Services LLC
5391 SW Windward Way
Palm City, FL 34990

for the following Project:
*(Name, location and detailed description)*

GUD Essence – Titusville
1220 S. Washington Ave
Titusville, FL 32780

The Architect:
*(Name, legal status, address and other information)*

RAW Design & Consulting, LLC
501 E. Las Olas Blvd., Suite 300
Ft. Lauderdale, FL 33301
Phone: (754) 702-7008

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**


**1 THE WORK OF THIS CONTRACT**

**2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3 CONTRACT SUM**

**4 PAYMENT**

**5 DISPUTE RESOLUTION**

**6 ENUMERATION OF CONTRACT DOCUMENTS**

**7 GENERAL PROVISIONS**

**8 OWNER**

**9 CONTRACTOR**

**10 ARCHITECT / OWNER'S REPRESENTATIVE**

**11 SUBCONTRACTORS**

**12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**13 CHANGES IN THE WORK**

**14 TIME**

**15 PAYMENTS AND COMPLETION**

**16 PROTECTION OF PERSONS AND PROPERTY**

**17 INSURANCE AND BONDS**

**18 CORRECTION OF WORK**

**19 MISCELLANEOUS PROVISIONS**

**20 TERMINATION OF THE CONTRACT**

**21 CLAIMS AND DISPUTES**

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**


## ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ X ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

Contractor shall commence the work within fourteen (14) days of execution of this Contract, which shall serve as Owner's notice to proceed to the Contractor, and permit issuance, whichever event occurs last. The date that Contractor commences the Work is hereinafter referred to as the "Commencement Date".

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 2.2** The Contract Time shall be measured from the date of commencement.

### § 2.3 Substantial Completion

**§ 2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check the appropriate box and complete the necessary information.)*

[ X ] Not later than ninety ( 90 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| Not Applicable | |

**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
*(Check the appropriate box.)*

[ X ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

**§ 3.2** The Stipulated Sum shall be five hundred fifty-five thousand, three hundred thirty-eight and 75/100 dollars ($ **69,758.78**), subject to additions and deductions as provided in the Contract Documents.

**Tariffs and Geopolitical Volatility**: It is specifically acknowledged, understood, and agreed that the Contract Sum includes considerations necessitated by the current geopolitical volatility, including tariffs. Normal fluctuations in costs of materials, under normal market conditions, shall not cause an increase or decrease in the price of the Work. However, should the cost for material substantially increase in excess of 5.0% (based upon the US Producer Price Index looking back over the last 12month period) of the cost of material as of the Execution of the Contract Addendum (upon Final Estimation) or $5,000.00, whichever is lesser, and solely as a result of imposed tariffs and governmental regulations, the Contractor will be entitled to an additive Change Order as compensation but only for the difference between the original cost of material at the time of executing this Agreement and the actual increased cost that directly results from said unforeseen events. As a condition precedent to payment for any increased cost as referenced above, Contractor shall provide all supporting documentation of all material cost escalations as referenced in this provision that the Owner may reasonably require. Contractor will not be entitled to profit on the material cost increase as described in this Paragraph and will take all reasonable measures to avoid any material cost increases that cause the Owner to be exposed to any additional costs. Such measures shall include the purchase of materials as soon as possible. All such advanced purchases shall be delivered to and stored on site.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

No Add Alternates selected at the time of Contract execution. Any Add Alternates desired to be added to the Contract shall be added as a Change Order per the terms set forth in the Contract Documents.

**§ 3.2.2** Unit prices, if any:
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| Not applicable | | |

**§ 3.2.3** Allowances, if any, included in the stipulated sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| 01-7423 Cleaning, b.11. Remove temp protective film from storefront windows | $ 1,000.00 |
| 08-0000 Openings, C. Existing to Remain Hardware Not Specified | $ 4,800.00 |
| 08-0000 Openings, F. Re-Keying Existing Exterior Doors to Remain | $ 600.00 |
| 09-9123 Exterior Painting, 6. Painting of Exterior Storefront Mullions and | $ 2,000.00 |

Doors
Preventor

### § 3.3 Intentionally Omitted

### § 3.4 Intentionally Omitted

**§ 3.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

Not applicable

### ARTICLE 4 PAYMENT § 4.1 Progress Payments

**§ 4.1.1** Based upon Applications for Payment submitted to the Owner's Representative by the Contractor and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Actual dates will be determined based on Commencement of the Work, but the structure of payment dates will be as follows:

Contractor to submit Application for Payment to Owner's Representative monthly, with the first Application for Payment submitted approximately 30 days after Commencement. Work completion will be projected for five (5) days after said submission date. Owner's Representative has ten (10) days from receipt to review and approve Contractor's Application for Payment. Owner has twenty (20) days from receipt to pay Contractor's Application for Payment.

**§ 4.1.3** As an example, provided that an Application for Payment is received by the Owner's Representative not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Owner's Representative after the date fixed above, payment shall be made by the Owner not later than twenty ( 20 ) days after the Owner's Representative receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% Retainage.

The following items are not subject to retainage: reimbursement of any permit fees, costs associated with, and/or any blueprint reproduction costs required due to changes in the Work after execution of the Contract.

The following items shall be subject to early release of retainage: retainage of direct, material-only purchases by Contractor shall be released in the requisition period in which the materials have been delivered to the job site.

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.35 % per month

**§ 4.1.6** Payment of balance of Work and retainage shall be made to Contractor per Section **§ 15.6**.

### § 4.2 Final Payment

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and

**.3** a final Certificate for Payment has been issued by the Owner's Representative in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 20 days after the issuance of the Owner Representative's final Certificate for payment.

## ARTICLE 5 DISPUTE RESOLUTION § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 21.6 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 6.1.2** Building information modeling exhibit, dated as indicated below:
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

Not Applicable

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| Not Applicable | | | |

**§ 6.1.4** The Specifications:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Not Applicable

**§ 6.1.5** The Drawings:
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Architect: RAW Architecture and Design, 501 E. Las Olas Blvd, Suite 300, Fort Lauderdale, FL 33301. Project Architect: Renee A. Webley. Plans: "GUD Essence – Titusville," Bid Set 07/31/2025. Project Number 2025-GEF – Titusville.
2025 – GEF – Titusvile, 9/30/2025.

**§ 6.1.6** The Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| Not Applicable | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7** Additional documents, if any, forming part of the Contract Documents:

**.1** Other Exhibits:
*(Check all boxes that apply.)*

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|
| | | |

[ X ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| Contractor's Retail Proposal | GUD Essence – Titusville Exhibit "A" – 10/27/2025 – Revised 10/29/2025 – Revised 10/30/2025 | 10/30/2025 | 12 , |

**.2** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents.)*

Not Applicable

## ARTICLE 7 GENERAL PROVISIONS § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

### § 7.9 Notice

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER § 8.1 Information and Services Required of the Owner

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, which are to be reimbursed by Owner at cost, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a tenday period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR § 9.1 Review of Contract Documents and Field Conditions by Contractor

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 Supervision and Construction Procedures

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 Labor and Materials

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 9.6 Permits, Fees, Notices, and Compliance with Laws

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Permit fees, costs associated with, and any blueprint reproduction costs required due to changes in the Work after execution of the Contract are in addition to the Contract Sum. Any such expenses paid by the Contractor are subject to reimbursement from the Owner at actual cost without mark-up for overhead, profit, or any other administrative fee. Any Permit Processing Services provided by the Contractor will be billed to the Owner at a rate of $125.00 per hour. All aforementioned permit-related costs will be invoiced to the Owner by Contractor with receipts for reimbursement, monthly as incurred.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the

Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### § 9.8 Contractor's Construction Schedules

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### § 9.9 Submittals

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.9.4** The Owner and Contractor agree that review and approval of submittals, as well as answering requests for information (RFIs), are integral components of the Project and that timely processing of submittals and RFIs are crucial to adhering to the Project's Construction Schedule. Owner, Contractor, and their respective agents, including Owner's Architect and/or Owner's Representative, shall review, respond to, and/or provide approval within three (3) business days of receipt of each submittal and/or RFI. Failure to respond timely per this Section 9.9.4 may entitle Contractor to an increase in Contract Sum or extension of Contract Time based on the tie required for review of submittals. Contractor shall endeavor to process all submittals within thirty (30) days of Commencement, barring any items that require Owner information.

### § 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### § 9.12 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### § 9.13 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 9.14 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 9.15 Indemnification
**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT / OWNER'S REPRESENTATIVE
**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Owner's Representative issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect and/or Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general,

if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect and/or Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and/or Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect and/or Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect and/or Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and/or Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's and/or Owner Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 10.6** The Architect and/or Owner's Representative has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 10.7** The Architect and/or Owner's Representative will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 10.8** The Architect and/or Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

**§ 10.9** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## ARTICLE 11 SUBCONTRACTORS

**§ 11.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 11.2** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 11.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's

Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

**§ 12.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 12.2** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

**§ 12.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## ARTICLE 13 CHANGES IN THE WORK

**§ 13.1** By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner/Owner's Representative and Contractor. Upon execution of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall have no claim for the cost of additional work or an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written Change Order and approved and accepted by Owner/Owner's Representative and Contractor by written Change Order, which such approval shall not be unreasonably withheld.

**§ 13.2** Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Change Order, the Contractor will prepare said Change Order utilizing Procore. To the extent that additional work is required that is outside the scope of this Contract that exceeds the Contract Time under this Contract, Contractor will be entitled to and equitable extension of the Contract Time and be entitled to recover the actual cost of the this additional work plus Contractor overhead and profit at fourteen (14%) percent, or a minimum processing fee of $150.00, whichever is greater, and general conditions at the daily rate specified: $595.37. All Change Orders will include cost for Insurances – Commercial & Contractor General Liability Insurance, the cost of which will be calculated at a rate of 0.745% of the Change Order cost. Change Orders that necessitate additional Bid and Contract Administration, Submittals, Logistics, and/or Estimating will include costs accordingly.

The Contractor reserves the right to prepare changes in the work as a separate Work Order in lieu of a Change Order. Work Orders shall be subject to all the terms of this Contract except that Work Orders will contain separate billing and payment terms. Work Orders shall be submitted via invoice upon completion of the scope of work, or partial completion when applicable, and will not have retainage withheld. By means of example and not as a limitation thereof, Work Orders may be utilized:

.1 In the event of preconstruction testing, such as asbestos testing; or
.2 When Contractor estimates work is ten (10) days from substantial completion, Contractor will cease the issuance of AIA Change Orders and utilize Work Orders to authorize any additional work requested, so as not to delay substantial completion.

**§ 13.3** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

**§ 13.4** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## ARTICLE 14 TIME

**§ 14.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 14.2** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 14.3** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 14.4** The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

**§ 14.5** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION § 15.1 Schedule of Values

**§ 15.1.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Owner's Representative before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 15.1.2** The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Intentionally Omitted

### § 15.3 Applications for Payment

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

**§ 15.4.1** The Owner's Representative will, within ten days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor and Owner of the Owner Representative's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner Representative's evaluations of the Work and the data in the Application for Payment, that, to the best of the Owner Representative's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon
Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner Representative's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

**.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

**.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**.5** damage to the Owner or a Separate Contractor;

**.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Owner Representative's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### § 15.5 Progress Payments

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than ten days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner, Owner's Representative, nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond or letter of credit for the property against which the lien or other claim for payment has been asserted for the amount of lien claim.

### § 15.6 Substantial Completion

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 15.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and/or Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 15.6.3** Upon receipt, and within seven (7) days, of the Contractor's list, the Architect and/or Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect and/or Owner's Representative determines that the Work or designated portion thereof is substantially complete, the Contractor will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 15.6.4** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the

Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. All Punch List items of Work shall be promptly completed in a good and workmanlike manner in accordance with this Contract within thirty (30) days from executed Certificate of Substantial Completion; time is of the essence, unless additional time is required to obtain for long lead material items and that the Contractor proceeding expeditiously in good faith to secure such items. Once the Punch List items of Work have been determined, the Owner may withhold the reasonable value of the Punch List items of Work as determined by the Architect and/or Owner's Representative. The Architect and/or Owner's Representative is designated as the person to decide all values associated with the Punch List items of Work along with authorizing disbursement of balance and retainage to Contractor that will be paid to the Contractor within twenty (20) days of Substantial Completion.

### § 15.7 Final Completion and Final Payment

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final invoice, the Architect and/or Owner's Representative will promptly make such inspection and, when the Architect and/or Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect and/or Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Architect's and/or Owner Representative's knowledge, information and belief, and on the basis of the Architect's and/or Owner Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete conditional release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the

Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Not Applicable

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million ($ 1,000,000 ) each occurrence, two million ($ 2,000,000 ) general aggregate, and one million ($ 1,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

**.4** bodily injury or property damage arising out of completed operations; and
**.5** the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million ($ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 17.1.5** Workers' Compensation at statutory limits.

**§ 17.1.6** Intentionally Omitted

**§ 17.1.7** Intentionally Omitted

**§ 17.1.8** Intentionally Omitted

**§ 17.1.9** Intentionally Omitted

**§ 17.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

**§ 17.1.11** The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 17.1.14 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
| --- | --- |
| Umbrella | $5,000,000 |

### § 17.2 Owner's Insurance § 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 17.2.2 Property Insurance

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Subsubcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 17.2.2.7 Waiver of Subrogation

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

### § 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
| --- | --- |
| | |

### § 17.3 Performance Bond and Payment Bond – Not Applicable

## ARTICLE 18 CORRECTION OF WORK

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6. Venue is proper in the State of Florida in the county in which the Project is located.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4** The Owner's representative:
*(Name, address, email address and other information)*

Jasmine Johnson
Green Essence Global, LLC
504 NW 54th Street
Miami, FL 33127
Email: jjohnson@greenessenceflorida.com
Phone: (305) 467-8770

**§ 19.5** The Contractor's representative:
*(Name, address, email address and other information)*

Ryan Seddon, MGRM
S.R. Construction Services LLC
5391 SW Windward Way
Palm City, FL 34990
Email: ryan@s-r-construction.com

Phone: (561) 301-9092

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 20 TERMINATION OF THE CONTRACT § 20.1 Termination by the Contractor

If the Owner's Representative fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect and/or Owner's Representative, terminate the Contract and recover from the Owner payment for Work executed, including overhead and profit for Work executed, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed, including the Contractor's overhead and profit (14%) for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

## ARTICLE 21 CLAIMS AND DISPUTES

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for

decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### § 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

Johnson (Nov 4, 2025 15:28:05 EST)

**OWNER** *(Signature)*

Jasmine Shay Johnson, Authorized Member

*(Printed name and title)*

~~Jas~~mine

**CONTRACTOR** *(Signature)*

Ryan Seddon, MGRM

*(Printed name and title)*

SR Construction Services
FL Licensed GC #CGC-1513679
MRSR 57 MRSA 27
Office: 561-290-0402 s-r-construction.com

**GUD ESSENCE - TITUSVILLE**

Exhibit "A" - 10/27/2025 - Revised 10/29/2025 - Revised 10/30/2025




**GENERAL**

Prepared for GUD Essence, c/o Jasmine Johnson, jjohnson@gudessence.com - 305-467-8770. Project Address: 1220 S Washington Ave Titusville, FL 32780.

We hereby propose to furnish labor, services and materials to complete in accordance the following plan items. The architectural drawings have been prepared by:

A. Architect: RAW Architecture and Design, 501 E Las Olas Blvd. Suite 300, Fort Lauderdale, FL 33301. Tel: (754) 702 - 7008. Project Architect: Renee A, Webley. Plans: "GŪD Essence - Titusville," Bid Set 07/31/2025, Project Number 2025-GEF-TITUSVILLE.

1. 2025 - GEF - Titusville, 9/30/2025.

The undersigned, GUD Essence c/o Jasmine Johnson (hereinafter referred to as “Agent”), hereby authorize and directs SR Construction Services LLC., Contractor, to complete the following project "GŪD Essence -Titusville ".

**PROJECT SCOPE**

The following items are presented for "GŪD Essence - Exterior Renovation of Existing Commercial Space", dated 10/30/2025; limited to the construction activities listed.

Synopsis: Exterior Renovations to existing Commercial Building. Work shall conform to all applicable codes & ordinances, to standards referenced on this sheet and as per accepted construction practices.

1. SRCS shall verify Exterior Renovation is complete and in accordance with all applicable local codes and ordinances before inspections by the authority having jurisdiction.

Any additional requirements (including but not limited to plan revisions, owner-directed revisions, alterations required by any unknown pre-existing conditions, etc) will be provided as a change order to this proposal.

**00-0000 PROCUREMENT AND CONTRACTING REQUIREMENTS**

A. 00-3113.16 Construction Schedule

1. Preparation, Submittal and Approval of the Construction Baseline Schedule; includes one (1) meeting with the management staff to review the draft document and make adjustments and corrections as needed for final approval of the schedule.

B. $ 2,772.00

C. $ 1,682.24

D. $ 1,812.64

2. Includes (2) Monthly Updates.

$ 7,143.30

· 00-5600 Bid and Contract Administration

1. All activities accountable for providing administrative support to Construction Operations, Accounting, Finance and Risk Management.

E. $ 3,629.19

$ 24,963.22

00-5850 Submittals $ 8,619.63

1. Submittals to the design team for approval of equipment, materials, etc., before they are fabricated and delivered to the project.

$ 1,160.00

00-7229 Logistics $

1. Provides for the movement of materials and equipment from where they originate to where the workforce needs them; ensures that materials and equipment arrive on time and undamaged.
2. Includes all procurement activities, close-out (including red-line drawings) packages and warranties.

00-9100 Estimating

1. Review the architectural drawings to understand the construction costs like labor costs, material pricing and equipment costs.
2. Note technical details that are depicted, and identify any discrepancies between the drawings and specifications.
3. Clarify subcontractor and vendor bids to provide an accurate construction estimate and avoid any disputable change orders during the construction process.
4. RFI's (requests for information) for concerns

that must be formally answered by the client or the project's architect. The client or architect's answer can change the project's scope of work and may also require approval when it affects contract costs.

**00-9300 INSURANCES**

A. Commercial & Contractor General Liability Insurance

**00-0100 GENERAL CONDITIONS**

A. 00-3100 Project Management & Coordination

1. Project Management to plan, schedule and execute the project. Duties involve preparing the team, forecasting and determining what work needs to be done for various stages of the project.
2. Full time Commercial Project Superintendent to direct day-to-day

activities, oversee every step of the construction process from planning to completion and report directly to the Owner via written updates on project status.

3. A Safety Director is responsible for closely monitoring work environments to enforce safety standards and ensure compliance with legal regulations. This role involves frequent communicatio n with various department heads to effectively coordinate safety strategies.

B. 00-7249 Project Financial/Clerical

1. Responsible for accurately tracking income and expenses, monitoring budgets and the submission of AIA pay apps and releases.

**02-0000 BASELINE CONDITIONS AND REPORTS**

A. 01-4126 Permit Requirements

1. All required Building permit fees (including permit processing) will be paid by SR Construction

and submitted at cost to Owner; this is a pass-through cost item.

B. 01-4400 Plan Printing Costs

C. 01-5219 Sanitary Facilities

1. Porta-john, one (1) onsite; serviced 2x per week.
2. Based on 90 days.
3. Includes pickup & delivery charges (additional months, if required, charged at $240.00 per 28 days per porta-john).

D. 01-7133 Protection of Installed Construction $ 401.64

1. Flooring and wall protection - as needed at common areas.

E. 01-5813 Temporary Project Signage $ 139.83

1. Provide a project identification signage and safety signage.

F. 01-7400 Cleaning and Site Conditions and General Labor

1. 01-7416 Site Maintenance. $ 2,236.50
   a. Labor for assistance in day-to-day activities, site cleaning, lot maintenance, manipulation of stored items, equipment, etc.
2. 01-7419 Construction Waste Management and Disposal. $ 3,300.00
   a. Includes (6) 20-yard dumpsters for general debris removal, maximum of 3 tons each (additional dumpsters, if required, charged at ($550.00) each plus overages).
   b. Cost excludes any additional fees (for example, inactivity fees caused by unforeseen delays).
3. 01-7423 Cleaning $ 2,536.00
   a. Final Construction Clean; Includes 1 Final Clean with 2 mobilizations plus travel; Rough cleaning and/or touch-up cleaning is additional.
   b. Scope of Work for final Clean:
      1. Interior and exterior windows and mullions.
      2. Wipe down millwork inside and outside.
      3. Clean restrooms including walls, porcelain, mirrors, & fixtures.
      4. Clean break room appliances free of construction debris, clean sinks & shine stainless.
      5. Wipe doors, jams, & thresholds.
      6. Wipe all outlets and fire strobes.
      7. Clean elec/mech rooms free of construction debris.
      8. Sweep and mop the polished hard floorings.
      9. Wipe clean base.
      10. Remove minimal paint spots/drips from any and all the above.

B. 08-1200 Metal Door Frame Installation

C.Doors designated as "Existing to Remain", per Door Schedule A 2.1; Hardware not specified (allowance of $4,800.00 is provided).

1. Exterior Entrance, Hollow Metal And Glass, Door 101.
   a. Satin Chrome Hardware - (2) new closers.
2. Exterior, hollow metal, Emergency Exit Door 102.
   a. Satin Chrome Hardware - (1) Closer and (1) Rim Exit Device.
3. Exterior entrance, hollow metal and glass, Door 112.
   a. Satin Chrome Hardware - (1) Closer and (1) Rim Exit Device.
4. Exterior, hollow metal, Emergency Exit Door 115.
   a. Satin Chrome Hardware - (2) Closers and (2) Rim Exit Devices.

D Existing Windows to Remain:

1. Sheets A-2.2 and A-3.x (Elevations & Exterior Details) specifically call out:
   a. Existing storefront and glazing to remain; protect during construction.
   b. No window removal or replacement included.
   d. The window framing and glazing are part of the base building shell and are not modified as part of this TI renovation.

F. Rey-Keying of existing exterior doors designated to remain.

1. Allowance of $600.00 is provided.

---

**ADD ALTERNATES**

A. MMTC Requirements

B. Florida Department of Health rules require MMTC sites to have adequate exterior lighting from dusk until dawn as part of their security protocols; prici

C. Basic security window films.

D. "Ballistic" security window films:

26-0000 Electrical

1.Site Lighting & Wall Packs: Retained as add/alternate pending EOR lighting package.

**CLARIFICATIONS**

1. This proposal is limited to the items listed above; items not listed are specifically excluded, and may include but not be limited to add/alternate items, options, pending design selections, revised selections, and items suggested after the listed date of the plans bid set. If discrepancies or missing details exist within the Bid-Set drawings, SRCS shall notify the AOR and await written clarification prior to proceeding. Any added labor or material shall be addressed by Change Order.
2. Any AHJ, landlord, or AOR review comments issued post-award that alter the bid set will be treated as owner-directed changes.
3. A pre-construction meeting with owner will be conducted post-award; any supplemental items requested by owner for the "GŪD Essence " will be provided as a change order supplement to the award and submitted to owner for approval.

4. Proposal is based on unlimited access to the site for all construction activities.
5. All line items are representative of the plan pages; substitutions may be made (w/AOR approval) to providesubstitutions, VE options, improved lead times, etc.
6. SRCS is not responsible for any delays, rescheduling or any incurred costs due to Agent's subcontractors and/orvendors causing damage to contractor's completed work.
7. Contractor to follow all OSHA requirements during the course of the project.
8. ALL Owner subcontractors and/or vendors associated with this project are required to meet SRCS insurance requirements; failure to do so will require a change of subcontractor to the next most responsible, properly insured company, per each trade.
9. For Reporting Requirements, SRCS will provide Weekly Progress Tracking Updates.
10. Equipment installed by SRCS is to be registered by owner. SRCS is not responsible for the registry of the customer'sequipment.
11. Permit fees, including permit processing, will be submitted for reimbursement at cost as they are incurred.

**SCHEDULE**

1. Construction activities are confined to the hours of Monday through Friday, 7:00AM to 5:00 PM (contractor not responsible for any delay of activities due to PBO sub-contractors, inspections, permit delays, etc).
2. Pricing is current, based on the date of proposal; all materials pricing is subject to escalation due to current market volatility. This proposal is valid for fourteen (14) days.

Proposal Amount:
**$ 555,338.75**

Read and Agreed to by:

| | | | |
|---|---|---|---|
| 10/31/25 | | Jasmine Johnson (Nov 4, 2025 15:28:05 EST) | 11/04/25 |
| Ryan Seddon | Date | Jasmine Johnson | Date |
| SR Construction Services LLC | | GŪD Essence | |

# Gud Essence Titusville BB Contract (for signature)

Final Audit Report 2025-11-04

| | |
|---|---|
| Created: | 2025-10-31 |
| By: | SR Construction (leah@s-r-construction.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAdR-230RHDPtkkoxFUU7Dooasr5DUJZtS |

## "Gud Essence Titusville BB Contract (for signature)" History

Document created by SR Construction (leah@s-r-construction.com)
2025-10-31 - 6:28:54 PM GMT

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Document emailed to Ryan Seddon (ryan@s-r-construction.com) for signature 2025-10-31 - 6:29:00 PM GMT

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Signature Date: 2025-11-04 - 8:28:05 PM GMT - Time Source: server

Agreement completed.

2025-11-04 - 8:28:05 PM GMT



PNP Construction Inc.

| Invoice # | 2013 |
|---|---|
| Date | 08/25/2026 |

1658 Flounder Street
St. Cloud FL, 34771
407-301-6526
CGC1517688

Commercial Aterat...

Billing Info

Alakai Capital - Nick Jones
Green Essence Global
Jasmine Johnson
500 NW 54th Street
(305) 467-8770

Project Info

Gud Essence Dispensary (Titusville)
Exterior Alteration
1220 S Washington Ave
Titusville, FL 32780
Contact - Jasmine Johnson

P.O. Number
Terms 8/25/2026
Rep
Start Date

Permit Numbers
Pending

| Qty. Item | **Exterior Scope of Work** | Amount |
|---|---|---|
| | Mobilization, project management, supervision, and scheduling | $3,500.00 |
| | Temporary site protection, safety barriers, and traffic control | $1,500.00 |
| | Prep entire building exterior, sidewalks, curbing, and storefront for exterior work | $2,500.00 |
| | Exterior window refresh and storefront detailing | $1,500.00 |
| | Stucco repairs, crack repair, and exterior surface preparation | $4,500.00 |
| | Sealants, caulking, and weatherproofing around doors, windows, and penetrations | $2,000.00 |
| | Removal of broken Air pump and previous business exterior fixtures | $3,500.00 |
| | Concrete sidewalk and curb repairs | $3,000.00 |
| | Landscape improvements including mulch, shrubs, ornamental plants, edging, and cleanup | $5,500.00 |
| | Irrigation system repairs and adjustments | $3,000.00 |
| | Exterior lighting upgrades and replacement of fixtures | $2,500.00 |
| | Electrical work for new exterior signage, including removal of obsolete fixtures and installation of dedicated circuits | $5,500.00 |
| | Installation of decorative address numbers and exterior wayfinding signage | $1,500.00 |

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.

PNP Construction Inc.

| Invoice # | 2013 |
|---|---|
| Date | 08/25/2026 |

| | |
|---|---|
| Dumpster enclosure, service area screening, and exterior utility concealment improvements | $2,000.00 |
| Final exterior punch list, debris removal and site detailing for project completion | $2,500.00 |
| Final project cleanup, disposal fees, equipment rentals, and demobilization | $1,500.00 |

Thank you very much.

Total Due. $48,000.00

_____ _____

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.

Revised New Application for September CRA

**PNP Construction Inc.**

| | |
|---|---|
| Invoice # | 2013 |
| Date | 08/25/2026 |

1658 Flounder Street
St. Cloud FL, 34771
407-301-6526
CGC1517688

Commercial Aterat...

Billing Info

Alakai Capital - Nick Jones
Green Essence Global
Jasmine Johnson
500 NW 54th Street
(305) 467-8770

Project Info

Gud Essence Dispensary (Titusville)
Exterior Alteration
1220 S Washington Ave
Titusville, FL 32780
Contact - Jasmine Johnson

P.O. Number
Terms 8/25/2026
Rep
Start Date

Permit Numbers
Pending

| Qty. Item | Exterior Scope of Work | Amount |
|---|---|---|
| | Mobilization, project management, supervision, and scheduling | $3,500.00 |
| | Temporary site protection, safety barriers, and traffic control | $1,500.00 |
| | Prep entire building exterior, sidewalks, curbing, and storefront for exterior work — description change less $1,000 | $2,500.00 |
| | Exterior window refresh and storefront detailing | $1,500.00 |
| | Stucco repairs, crack repair, and exterior surface preparation | $4,500.00 |
| | Sealants, caulking, and weatherproofing around doors, windows, and penetrations | $2,000.00 |
| | Removal of broken Air pump and previous business exterior fixtures — description change same cost | $3,500.00 |
| | Concrete sidewalk and curb repairs | $3,000.00 |
| | Landscape improvements including mulch, shrubs, ornamental plants, edging, and cleanup | $5,500.00 |
| | Irrigation system repairs and adjustments — increased $1,000 | $3,000.00 |
| | Exterior lighting upgrades and replacement of fixtures | $2,500.00 |
| | Electrical work for new exterior signage, including removal of obsolete fixtures and installation of dedicated circuits | $5,500.00 |
| | Installation of decorative address numbers and exterior wayfinding signage | $1,500.00 |

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.

Revised New Application

**PNP Construction Inc.**

| | |
|---|---|
| Invoice # | 2013 |
| Date | 08/25/2026 |

| | |
|---|---|
| Dumpster enclosure, service area screening, and exterior utility concealment improvements | $2,000.00 |
| Final exterior punch list, debris removal and site detailing for project completion | $2,500.00 |
| Final project cleanup, disposal fees, equipment rentals, and demobilization | $1,500.00 |

Thank you very much.

Total Due. $48,000.00

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.

Application for August CRA

**PNP Construction Inc.**

Invoice # 2009

Date 11/17/2025

1658 Flounder Street
St. Cloud FL, 34771
407-301-6526
CGC1517688

Commercial Aterat...

Billing Info

Alakai Capital - Nick Jones
Green Essence Global
Jasmine Johnson
500 NW 54th Street
(305) 467-8770

Project Info

Gud Essence Dispensary (Titusville)
Exterior Alteration
1220 S Washington Ave
Titusville, FL 32780
Contact - Jasmine Johnson

P.O. Number
Terms 12/1/2025
Rep
Start Date

Permit Numbers
Pending

| Qty. Item | Exterior Scope of Work | Amount |
|---|---|---|
| | Mobilization, project management, supervision, and scheduling | $3,500.00 |
| | Temporary site protection, safety barriers, and traffic control | $1,500.00 |
| | Pressure wash entire building exterior, sidewalks, curbing, and storefront | $3,500.00 |
| | Exterior window cleaning and storefront detailing | $1,500.00 |
| | Stucco repairs, crack repair, and exterior surface preparation | $4,500.00 |
| | Sealants, caulking, and weatherproofing around doors, windows, and penetrations | $2,000.00 |
| | Parking lot restriping, ADA parking markings, fire lane markings, and wheel stop repainting | $3,500.00 |
| | Concrete sidewalk and curb repairs | $3,000.00 |
| | Landscape improvements including mulch, shrubs, ornamental plants, edging, and cleanup | $5,500.00 |
| | Irrigation system repairs and adjustments | $2,000.00 |
| | Exterior lighting upgrades and replacement of fixtures | $2,500.00 |
| | Electrical work for new exterior signage, including removal of obsolete fixtures and installation of dedicated circuits | $5,500.00 |
| | Installation of decorative address numbers and exterior wayfinding signage | $1,500.00 |

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.

PNP Construction Inc.

| | |
|---|---|
| Invoice # | 2009 |
| Date | 11/17/2025 |

| | |
|---|---|
| Dumpster enclosure, service area screening, and exterior utility concealment improvements | $2,000.00 |
| Final exterior punch list, debris removal, pressure washing, and site detailing for project completion | $2,500.00 |
| Final project cleanup, disposal fees, equipment rentals, and demobilization | $1,500.00 |

Thank you very much.

Total Due. $48,000.00

Authorized By Date

By signing, I acknowledge that all of the above work has been completed and previously authorized. I am an authorized representative.


GŪD
ESSENCE


GŪD ESSENCE
MARATHON
WRONG WAY
STOP
TITLE STATION


GUD ESSENCE
SOMETHING
GUD
IS COMING
VAN
ACCESSIBLE


GUD ESSENCE
PARKING BY DISABLED
PERMIT ONLY
TOW-AWAY ZONE
VAN
ACCESSIBLE
SOMETHING
GUD
IS COMING




GŪD ESSENCE
SCAN ME
SOMETHING GŪD IS COMING
20104



Essence
ESSENCE












EXIT






GŪD
ESSENCE


GÜD
ESSENCE


GUD ESSENCE
VAN ACCESSIBLE
SOMETHING
GUD
IS COMING


GÜD ESSENCE
SCAN ME
SOMETHING
GÜD
for feel good


GÜD ESSENCE
SCAN ME
SOMETHING
GÜD
for feel good

1220 S
Weshington Ave
S HOPKINS AVE
S WASHINGTON AVE
Cycle Life
ABC Fine
Wine & Spirits

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **Downtown Tree Replacement and Installation of Tree Grate Safety Improvements**

**Department/Office:** Public Works

**Recommended Action:**

Recommend to the City Council to approve the use of Community Redevelopment Agency safety improvement funds in the amount of $49,380 and authorize SDV Services, through the City's continuing services contract for stormwater maintenance, to fabricate and install tree grate safety improvements and plant replacement trees within the 20 existing tree boxes.

**Summary Explanation & Background:**

There are 20 existing tree boxes located within the Community Redevelopment Area (CRA). The trees previously planted in these boxes died as a result of freezing temperatures experienced during the winter. In addition, the City has received reports that the openings surrounding the trees within the existing grates may present a tripping hazard.

To address these concerns, SDV Services will fabricate and install protective components around the tree openings in each grate. Because the existing tree boxes and grates vary, the protective components must be individually fabricated to fit each location. Replacement trees will be planted at the same time as the safety improvements are installed. The tree planting is incidental to the primary cost of fabricating and installing the grate protection.

SDV Services originally installed the tree boxes and is currently under contract with the City through the continuing services contract for stormwater maintenance. Staff recommends utilizing this contract to complete the work.

The total cost to provide and install the grate safety improvements and replacement trees for all 20 locations is $49,380. Staff is requesting the use of CRA safety improvement funds for the project.

**Alternatives:**

Do not install the protection around the grates and only move forward with planting new trees.

**Item Budgeted:**
Yes.

**Source/Use of Funds/Budget Book Page:**
104-5555-515.63-20-CR2602

**Strategic Plan:**
Goal 1:  Quality of Life

**Strategic Plan Impact:**
Providing safety improvements in the downtown.

**ATTACHMENTS:**
1. Tree Box Protection - CRA
2. SDV Services, LLC - Annual Stormwater & Piping Installation Services - CN23B019TB

**SDV Services LLC**
Quality Construction Services

August 7, 2026

Ms. Sandra Reller
City of Titusville

Attn: Tree Protection Cages

Pursuant to your request, please find below our lump sum price to provide all labor, materials and equipment necessary to fabricate, furnish and install new tree protection cages and requested replacement trees in the 20 tree boxes. The trees will be either Simpsons Stopper, Dahoon Holly or Sweet Bay Magnolia or a combination of the three based upon availability.

**Lump Sum $49,380.00**

**Please let me know as soon as possible and if you have any questions, please feel free to contact me.**

Sincerely

F Del Kelley
Project Manager

1313 S Washington Avenue * Suite C * Titusville, Florida 32780
(321)267-7073 Fax: 267-2211
Email: sdvservicesnl@yahoo.com

**NOTICE OF AWARD**

*City of Titusville*
*Purchasing & Contracting Division*
*PO Box 2806 (555 South Washington Avenue)*
*Titusville, FL 32781-2806 (32796-3584)*

April 15, 2024

Mr. Franklin D. Kelley, Managing Member
SDV Services, LLC
1313 S. Washington Ave
Titusville, FL 32780

**Ref:** WO# SDV001 to Contract# CN23B019 – Riverfront Center Water Quality Improvements.

Dear Mr. Kelley,

Attached to this letter is Work Order# SDV001 to Contract# CN23B019 for your signature. Please sign and return the **original** document to the Purchasing & Contracting office at 555 S. Washington Avenue, Titusville, FL 32796 or email johana.diah@Titusville.com. Once the Work Order is fully executed, an original copy will be returned to you.

We look forward to continuing this successful partnership in the coming year. If you have any question, please do not hesitate to call.

Sincerely,

Leslie Rothering
Purchasing & Contracting Administrator

cc: Kevin Cook, Public Works Director

LR/jd

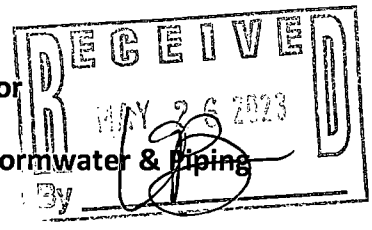
**Attachments:**
WO# SDV001, Contract# CN23B019

# INTEROFFICE MEMORANDUM

**TO:** **William S. Larese, City Manager**

**FROM:** **Tracy Bailey, Procurement Contracts Coordinator**

**SUBJECT:** **Execution: Contract# CN23B019/TB – Annual Stormwater & Piping Installation Services – SDV Services, LLC.**




**DATE:** **MAY 26, 2023**

Please find attached contract# CN23B019 for annual stormwater & piping installation services project between the City and SDV Services, LLC. The contract was approved by Council on May 9, 2023.

Please sign and have the Mayor sign the contract. Also, have the City Clerk attest and return the contract to my office for distribution.

Thank you.

TB/jd

_X_ Scan to Active Contracts
___ Scan to Work Orders, Change Orders & Amendments
____Do not Scan

Contractor Name **SDV Services, LLC.**
Contract Name **Annual Stormwater & Piping Installation Services**
Contact Number **CN23B019**
Date Scanned to Laserfiche 5/31/2023
Scanned by Lisa Muttland

**Annual Stormwater & Piping Installation Services**
**Construction Contract #CN23B019/TB**

**This Contract** made and entered into this 25th day of May 2023, between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" or "Owner", and SDV Services, LLC, located at 1313 South Washington Avenue, Suite C, Titusville, FL 32780, hereinafter referred to as the "Contractor".

**Whereas**, pursuant to all City Purchasing & Contracting policies, statutory requirements, and federal laws applicable, the City has competitively bid and advertised the Work titled "BID#23-B-019/TB Annual Stormwater & Piping (WORCS) Installation Services"; and,

**Whereas**, the City desires to engage a licensed, qualified, and experienced Contractor who has special and unique competency in stormwater and piping installation projects; and,

**Whereas**, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and,

**Whereas**, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and,

**Whereas**, at the regular City Council meeting of May 9, 2023, the award of this contract was duly considered and approved; and,

**Whereas**, the City and the Contractor desire to reduce to writing their understanding and agreements on such.

**It is, therefore agreed as follows:**

## SECTION I. DESCRIPTION OF WORK:

A. This agreement shall commence on the day it is executed by both parties and shall have an initial term of one (1) year with four (4) optional one-year administrative renewals thereto.
B. Under the CONTRACT, the CONTRACTOR will perform work on individual Work Orders (for a variety of stormwater projects) contingent upon the support of existing

budgeted funds for all Work Orders issued during each fiscal year. The CONTRACTOR may be allowed or required to work on multiple Work Orders concurrently. Work Orders shall be done on an as needed basis, throughout various locations in the City of Titusville. All Work shall be done in accordance with Florida Department of Transportation latest edition of specifications and design standards.

The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete all work required for each Work Order in accordance with the contract documents, plans (if provided) related documents. Addenda (if any) and written modifications issued after execution of this agreement or individual work orders and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract hereinafter called Contract Documents, "BID #23-B-019 – ANNUAL STORMWATER AND PIPING INSTALLATION SERVICES" in performing stormwater construction and installation services to include but not limited to:

1) Storm sewer installation includes cross drains, side drains, manhole and inlet structures, and outfall and/or end treatment that may encounter groundwater during installation within project limits.
2) Roadway construction and restoration.
3) Right-of-Way construction and restoration
4) Retention/Detention pond construction and restoration, grading, and ditch construction; all should be considered to be under wet conditions unless noted on the construction plans.
5) Underdrain, trench, and French drain installation
6) Channel grading and/or large stormwater structure installation under wet conditions.
7) Other related stormwater projects.

The City shall issue Work Orders with estimated values based on the quantities of work estimated by the City for the anticipated items of work.

## SECTION II. CONTRACT DOCUMENTS:

The Contract Documents on which this agreement between the City and Contractor is based, which contains the plans and specifications in accordance with which the work is to be done, are attached, and incorporated as if fully set out herein and include the following:

A. The standard solicitation book and specifications titled "ITB #23-B-019 – ANNUAL STORMWATER AND PIPING INSTALLATION SERVICES", which is attached hereto as Exhibit 1 and includes the following:

| | |
|---|---|
| 1. Notice to Bidders | 2. Non-collusion Affidavit Form |
| 3. Instruction to Bidders | 4. Release of Lien (Partial/Final) Form |
| 5. Price proposal Form | 6. Bidder Qualification Questionnaire |
| 7. Bid Bond Form | 8. General Conditions |
| 9. Affidavit | 10. Special Provisions |
| 11. Draft Contract | 12. Technical Specifications |
| 13. Certificate-Contract Execution | 14. Foreign Disclosure Form |
| 15. Performance & Payment Bond | 16. Performance of Work by Sub-Contractors |
| 17. Trench Safety Act | 18. Copy of Business Tax Receipt & State of Florida Registration |
| 19. Drug-Free Workplace Form | |
| 20. Public Entity Crime Form | |

B. Plans and specifications as provided by SDV Services, LLC.

C. Contractor's bid submittal dated April 13, 2023 attached hereto as Exhibit 2 with all related documents, addenda if any, and other documents listed in the Contract Documents, and written modifications issued after execution of this Contract, if any.

D. This Construction Contract.

Intent: The Scope of Work is an integrated part of the Contract Documents and as such do not stand alone if used independently. These documents establish minimum standards of quality for the Contract. The intent of the Contract Documents is to set forth requirements of performance. It is also intended to include all supervision, labor, materials, equipment, tools, and transportation necessary for the proper execution of the Work, to require complete performance of the Work despite omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required

only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

Entire and Sole Agreement: Except as specifically stated herein, the Contract Documents constitute the entire agreement between the parties and supersede all other agreements, not specifically set forth in the Contract Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Contract Documents.

Amendments: The parties may modify this Contract at any time by written agreement. Neither the Contract Documents nor any term thereof may be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

## SECTION III. PAYMENT OF WORK ORDER (COMPENSATION):

For all work orders issued by the City during the initial term, the City agrees to pay to the Contractor based on the unit prices shown in the proposal heretofore submitted to the City by the Contractor in BID 23-B-019/TB multiplied by the actual quantities of Work performed by the Contractor in accordance with the Contract Documents and accepted by the City. A copy of said Contractor' s proposal being a part of the Contract Documents is attached to this contract as EXHIBIT 2.

A. The City reserves the right under this Contract to expand the scope of any Work Order by line item and line-item unit prices as reflected in the schedule of bid items.

B. Payment for Work Order(s) shall be accomplished by multiplying the appropriate unit prices by the actual quantities of each line item satisfactory installed for the Work Order, to arrive at the pay amount for that line item; all such line item pay amounts shall be totaled to arrive at the Work Order cost amount to be invoiced by Contractor. After a Work Order has been issued to the Contractor, it may be revised only for additional work or changes in scope beyond the requirements specified in the Work Order and construction documents. The Contractor may use an automated spreadsheet for pricing purposes, provided the system is approved by the City.

C. The City shall make partial payments to the Contractor on the basis of a duly certified and approved Pay Application, also referred to as invoice, for the Work performed during the preceding calendar month by the Contractor, **less five percent (5%)** of the amount of such pay application request which is to be retained by the City until all Work has been performed strictly in accordance with the Contract and until such Work has fully been accepted by the City.

Upon the City's acceptance of the Work covered by this Contract and the receipt and acknowledgment by the City of a proper maintenance bond and as built plans, and submission by the Contractor, of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required are provided, final payment (for retainage duly invoiced) on account of this Contract shall be made within twenty-five (25) days after receipt of a proper pay application request by the City's Project Manager, pursuant to the Prompt Payment Act (Section 218.735 of the Florida Statutes) and all general conditions hereof.

Claims – Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before Work starts on the changes or revisions. If the Contractor deems that extra compensation is due for Work not covered herein, or in any Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before Work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional Work requested by the City until the parties execute an appropriate Contract. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as providing the validity of the claim.

Releases – When it is determined, as a result of a joint inspection of the Work by the Contractor and City, that the Work has been completed in accordance with the terms of the Contract Documents, the completion of the Work shall be certified by the City. At

that time, the Contractor may submit the Contractor's final request for payment. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the Contract. Also, from each supplier or subcontractor who has notified the City of their right to file a claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

The Purchasing & Contracting Administrator shall be the final authority as to the appropriateness of any payment submittal. The Purchasing & Contracting Administrator's decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.

Appeals – Appeals of the Purchasing & Contracting Administrator's decisions shall be posted as follows:

City Manager
City of Titusville
P.O. Box 2806
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of the contract.

## SECTION IV. CHANGE ORDERS:

The City reserves the right to make such changes in the Plans and/or Specifications within the general scope of the Contract at any time by written Change Order in accordance with the General Conditions of the solicitation book.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to $25,000.00 or ten percent (10%) of the latest contract amount, not to exceed $50,000.00, provided that sufficient budgeted funds are available for this project.

## SECTION V. PROJECT SCHEDULE /TIME OF COMPLETION:

The Contractor shall commence Work to be performed under this Contract upon

receipt of written Notice to Proceed from the City's Project Manager. The Contractor shall begin the Work and shall fully complete the Work in accordance with the Contract documents within ninety (90) calendar days after the commencement date stipulated in said NTP.

The Contractor shall perform all Work under this Contract in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

A delay beyond the Contractor's control occasioned by an "Act of God" may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. "Rain day" extensions shall be granted upon written request of the Contractor to the City when the City determines that weather conditions make it counterproductive to work on said days. "Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by sending written notice of suspension to the Contractor. If the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this paragraph without the City's written permission. In the event the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

## SECTION VI. LIQUIDATED DAMAGES:

It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time within the Notice to Proceed, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the City will retain the amount

equal to 0.1% of the estimated value of the applicable Work Order per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the Contractor to complete the Work within the specified time, it being further agreed that the said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the Contractor.

For the purpose of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

The Contractor shall consider all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead their want of knowledge of said contingent Work as an excuse for delay in their Work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the City of its rights under this Contract. In case of default of the Contract and the completion of the Work by the City as hereinafter provided, the Contractor and their Surety shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the City due to any unreasonable action, negligence, omission, or delay of the City.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by Statute, or under the Contract.

## SECTION VII. CONTRACTOR'S ACCEPTANCE OF CONDITIONS:

The Contractor hereby agrees that they have carefully examined the surface of the site and has made sufficient tests or other necessary subsurface investigations to fully satisfy themself that such site is a correct and suitable one for this Work and they

assume full responsibility therefore. The provisions of this Contract shall control any inconsistent provision contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the Contractor and their Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the City's Engineer, and their decision shall be final and binding the Contractor.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the City, its consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the City may require the Contractor and/or their Surety to repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guaranteed provisions. Failure on the part of the Contractor and/or their Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or their surety, who shall in any event be jointly and severally liable to the City for all damage, loss and expense caused to the City by reason of the Contractor's breach of this Contractor and/or their failure to comply strictly with the Contract and with the Drawings and Specifications.

## SECTION VIII. PROJECT MANAGER:

The City shall designate a Project Manager. All Work done shall be subject to the review of the City's Project Manager or designee. Any and all technical questions, which may arise as to the quality and acceptability of materials furnished, work performed or work to be performed, interpretation of the specified requirements and all technical questions as to acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Project Manager and Purchasing & Contracting Administrator.

## SECTION IX. CONTRACTOR'S DUTY & PERFORMANCE:

Contractor's services will meet the minimum level of care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over assembly means, methods, techniques, sequences, and procedures, and coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City and upon notice from the Project Manager or designee, the Contractor agrees to implement immediate corrective measures.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use, and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all federal, state, and local licenses necessary to perform the Work under the Contract.

Cleanup - The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Work. At the completion of the Work, the Contractor shall remove all their rubbish, tools, scaffolding and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified, and shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. At no additional expense to the City, the Contractor will restore to their original conditions or better, as nearly as practicable, those portions of the site not designated for alteration and all such property, structure, utilities, landscaping, etc., disturbed or damaged during the prosecution of the Work. Final payment will be withheld until such clean up and repairs are completed.

The Work will be considered complete only after all debris and unused material due to or connected with the Work have been removed and the surrounding area left in a condition satisfactory to the City. In the event the City finds that the Contractor has not complied in keeping the job site clean, the City may, after twenty-four (24) hours written notice to the Contractor to correct the situation, elect to have the job site cleaned by an independent labor force. The cost of cleaning by said independent labor force shall be deducted from the monies due the Contractor.

## SECTION X. CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until acceptance of Work by the City, the Work shall be under the charge and care of the Contractor, and he shall take every necessary precaution against damage to the Work by action of the elements or form any other cause whatsoever, whether arising from execution or from the non-execution of the Work. The Contractor shall reprint, repair, restore, and make good, without additional compensation, all damage to any portion of the Work occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Materials and equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.

## SECTION XI. SUBCONTRACTS AND ASSIGNABILITY:

The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the City. Any subcontracts or other work which is performed by persons or firms other than the Contractor under this Contract or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or other Contractors required by the Contractor in connection with services covered by this Contract must be specifically approved by the City, thereby:

A. Approval will be given only after the Surety on the Contract Bond has informed the City in writing that it approves of such assignment being made.
B. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

## SECTION XII. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Contract. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply

with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but limited to:

A. Providing Worker's Compensation coverage for employees as required by law; and
B. Hiring of any employees, assistants, or subcontractors necessary for performance of the Work; and
C. Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; and
D. Payment of all federal, state, and local taxes income, or employment taxes, if Contractor is not a corporation, self-employment, Social Security taxes; and
E. Compliance with the Fair Labor Standards Act, 29U.S.C. §§201. Et. Seq., including payment of overtime in accordance with the requirements of said Act; and
F. Providing employee training for all functions necessary for performance of the Work; and
G. Providing equipment and materials necessary to the performance of the Work; and
H. Providing office or other facilities for the performance of the Work.

In the event the City provides training, equipment, materials, or facilities or otherwise facilitates performance of the Work, this shall not affect any of the Contractor's duties hereunder or alter Contractor's status as an independent contractor.

## SECTION XIII. PROTECTION OF PERSON AND PROPERTY:

The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor and all subcontractors shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. Failure to comply with the Act constitutes a failure to perform on behalf of the Contractor. This Contract requires that the Contractor and any subcontractors hired by the Contractor agree to reimburse the City for any fines and/or court cost arising from penalties charged to the City for violations of OSHA committed by the Contractor or any subcontractor.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or lost to, all employees on the Work and all other persons who may be affected thereby; all the Work materials and equipment to be incorporated therein, whether in storage on or off the project site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawn, walks, pavements, structures, and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract Work does not impair the proper functioning of these utilities.

The Contractor shall perform any Work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City Project Manager of the emergency as soon as practicable but shall not wait for instruction before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all necessary protective devices in place and in proper condition at all times where Work is being performed, to prevent injury to person or damage to public or private property.

The Contractor shall be held responsible for such safety and protection until final written acceptance of the Work is issued by the City.

## SECTION XIV. INDEMNIFICATION & INSURANCE:

Indemnification - The Contractor shall indemnify, save harmless and defend the City and all of its officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said Contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said Contractor or that of a subcontractor, or anyone employed by them, or for whose acts Contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent,

trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the Contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the City to address all such claims. In case no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the City, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the City unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

Insurance - The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified in the Contract Documents and in such amounts that will provide adequate protection to the City and the Contractor against all Liabilities, damages, and accidents, nor shall he commence Work until such insurance has been approved by the City. The Contractor shall not allow any Subcontractor to commence on their subcontract until all insurance required of the subcontract has been obtained and approved in the same manner. Neither the approval by the City nor a failure to disapprove insurance furnished by the Contractor or Subcontractor release the Contractor or Subcontractor of full responsibility for liability, damages, or accidents.

The Contractor and each Subcontractor shall maintain such required insurance during the life of the Contract, and no modification or change of insurance coverage and/or provision shall be made without thirty (30) days advance notice to the City. Coverage shall be as follows:

1) Commercial General Liability Insurance coverage on an occurrence basis in the minimum amount of $1,000,000 per occurrence and $2,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.
2) Auto Liability Insurance, covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of $1,000,000, including hired and non-owned liability and $25,000 medical payment.
3) Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor(s) to provide evidence of this coverage. Workers' Compensation exemption forms are only accepted for independent contractors and sole proprietorships that perform the work or services required of the City themselves, they shall not have employees or sub-contract the work to other entities or individuals. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. All workers' compensation policies must include coverage for employer liability of $500,000 for each accident and each disease.
4) In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy (Errors and omissions, Directors and Officers, Architect and Engineers, Etc.) in the amount of $2,000,000 per claim.
5) In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.
6) In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City Risk Management. Any additional

specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the City as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

## SECTION XV. BONDS:

A. **Performance and Payment Bonds** – Pursuant to stipulations hereto, a performance and payment bond, on the prescribed form and equal to 100% of the Work Order amount will be required for this Contract prior to any commencement of Work that exceeds $200,000.00 for an individual Work Order.

B. **Maintenance Bond** – A maintenance bond, equal to ten percent (10%) of the final contract amount will be required pursuant to the Contract Documents hereto in form acceptable to the City Attorney for Work that exceeds $200,000.00 for an individual Work Order.

C. **Additional Bonds** – It is further agreed between the parties hereto, that if at any time after the execution of this Contract and the Performance Bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, within five (5) days after receipt of notice from the City to do so, the Contractor shall, at their own expense, furnish an additional

bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City.

## SECTION XVI. PERSONNEL REQUIREMENTS:

### A. General Personnel:

The Contractor represents that it will secure at its own expense all personnel and subcontractors required for services, which are necessary to complete the Work as described in this Contract. All services under this Contract shall be performed by the Contractor or subcontractor and all persons engaged in work under the Contract shall be qualified to perform such services and authorized under federal, state, and local laws to perform such services. Personnel who perform services under this Contract shall not be employees of the City.

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any worker including supervisors, employed by the Contractor or subcontractor who, in the opinion of the City does not perform Work under this Contract in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion or the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing Work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

### B. Equal Opportunity Employer:

The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to voluntarily comply with EOE regulations with regards to gender, age, race, veteran status, country of origin, and creed. Any subcontracts the Contractor may enter into shall make reference to this clause with the same degree of application being encountered. When applicable the Contractor shall comply with all State or Federal EOE regulations.

**C. Drug-Free Workplace:**

The City of Titusville encourages all contractors to maintain a drug-free workplace program in accordance with Section 287.087 of the Florida Statutes.

**D. Public Entity Crime:**

The Contractor shall file a sworn statement with the City, which is provided under Contract Forms, stating whether a person or affiliate as defined in Section 287.133(1), Florida Statutes, has been convicted of a public entity crime subsequent to October 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

**E. E-Verify:**

As a condition precedent to entering into a Contract as a result of this bid/proposal, and in compliance with Section 448.095, Florida Statutes, Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 2, 2021.

1) The City shall not enter into, or renew, a contract with a Contractor that is not enrolled in E-Verify. Any Contractor that has a contract with the City shall be contractually obligated to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Contractor shall provide the City acceptable evidence of their enrollment at time of execution of the contract or renewal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the Business.
2) Contractor shall require of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
3) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statute or the provision of this section shall terminate the contract with the person or entity.
4) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly

notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

5) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public Contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
6) Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## SECTION XVII. SCRUTINIZED COMPANIES *(if applicable)*.:

In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that

Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## SECTION XVIII. NON-APPROPRIATIONS:

The City of Titusville's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The City will endeavor with due diligence to appropriate sufficient funds to defray expenses associated with this Contract throughout its duration and will not engage for similar services upon the loss of appropriations for a one (1) year subsequent period.

## SECTION XIX. SEVERABILITY:

If any clause or provision of this contract is found illegal, invalid, or unenforceable under present or future laws effective during the Term of this Contract, then and only in that event, it shall be the intention of the parties that the remainder of this Contract, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by this Contract upon the Parties shall be cumulative but not restricted to those given by law.

## SECTION XX. TERMINATION:

**A.** Termination for Cause:

The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

1) Failing to carry forward and complete Work in accordance with the requirements hereof; or
2) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
3) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
4) Making a general assignment for the benefit of its creditors; or
5) Having receiver appointed because of insolvency; or

6) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
7) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the Work; or
8) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of the termination. Such notice shall state the nature of the deficiency and, at the City's sole judgment and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

**B.** Termination for Convenience:

Notwithstanding any other provision of this Contract, the City may terminate this Contract, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the Contractor.

Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of the termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the vendor.

Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specially provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

**C.** Bankruptcy:

If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the contractor or any of their property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Documents, the City may – by at least ten (10) days prior written notice to the Contractor – without prejudice to any other rights or remedies of the City under the Contract, terminate the Contractor's right to proceed with the Work. In such event, the City may take over the Work and proceed with same to Completion – by Contract or otherwise – and the Contractor and its Sureties shall be liable to the City for any excess cost incurred by the City. In such case, the City may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Project. The foregoing provisions are in addition to, and not in limitation of, the right of the City under any other provisions of the Contract Documents.

## SECTION XXI. MISCELLANEOUS:

A. **Compliance with Law:**

The Contractor expressly agrees to comply with all known laws and regulations relating to providing services under this Contract. The failure of the Contractor to adhere to any known law or regulation pertaining to furnishing services under this Contract shall constitute a material breach of this Contract.

B. **Federal Aid Requirements:** See Appendix A

C. **Certification of Restriction on Lobbying:**

The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any Florida Department of Transportation (FDOT) Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with the instructions.

D. **Governing Law:**

The laws of the State of Florida shall govern this Contract.

E. **Venue:**

In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Brevard County, Florida.

F. **Waiver of Trial by Jury:**

The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

G. **Attorney's Fees:**

In the event of any legal or administrative proceedings arising from or related to this Contract, including appeals, each party shall bear its own costs and attorney's fees.

H. **Conflict of Interest:**

No officer, member or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her

tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this contract or any related subcontract, or the proceeds thereof. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

I. **Conflicting Provisions:**

Notwithstanding any other provision in this Contract Document, whenever any provisions in the Contract Documents are inconsistent or conflict, the stricter provision shall prevail.

J. **Covenant Against Contingent Fees:**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company corporation individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, or making of this Contract. For the breach or violation of this paragraph, the City shall have the right to terminate the Contract without liability and, at its discretion, deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

K. **Construing Provisions:**

This Contract shall not be construed against the party who drafted the same, as both parties have obtained experts for their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the General terms of this Contract, the provisions of the latter shall prevail.

L. **Separate Counterparts & Execution:**

This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of

which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

## SECTION XXII. RECORDS:

A. **Retention and Review of Records:**

The Contractor and its subcontractors or suppliers shall retain all records relating to this Contract for a period of five (5) years, or as further directed by local, state, or federal regulations, from the date that the City makes final payment, and all other pending matters are closed.

The Contractor and its subcontractors or suppliers shall make available all books, documents, papers, and records of the Contractor or its subcontractor or suppliers, which are directly pertinent to this Contract, to the City's Purchasing and Contracting Administrator or their duly authorized representative, or the U.S. Comptroller General or Inspector General, or the Auditor General, or FDEP duly authorized representative for the purpose of making an audit, inspection, review, copying, excerpts and transcriptions. The Contractor and its subcontractors will permit such representatives to interview employees on the job during working hours.

B. **Public Records:**

Records of the Contractor that are made or received in the course or performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Florida Statutes and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Florida Statute. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Florida Statute. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

a. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
    i. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
    ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
    iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized the law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the City.
    iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records as required by the City to perform the service. If the Contractor transfers all public records upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
b. The term "public record" as used in this provision include all documents, papers, letters, maps, books, tapes, photographs, films, sound records, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

**IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

**IN WITNESS WHEREOF,** the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated.

**CONTRACTOR**: SDV Services, LLC
1313 S. Washington Ave.
Titusville, FL 32780

By: _____
F. Del Kelley, President
Date: May 9, 2023

**OWNER**: City of Titusville
555 S. Washington Ave.
Titusville, FL 32796

By: _____
Daniel E. Diesel, Mayor
Date: 5-25-23

ATTEST:
_____
Wanda F. Wells, City Clerk
Date: 5-25-23

APPROVED AS TO FORM:

_____
Richard C. Broome, City Attorney
Date: 5-25-23

APPROVED AS TO CONTENT:

_____
William S. Larese, City Manager
Date: 25 May 23

Staff Review & Preparation:

_____ Date: 5-17-2023
Leslie A. Rothering, Purchasing & Contracting Administrator
Council Approved: 5-9-23

_____ Date: 5-17-23
C. Kevin Cook, Public Works Director

Exhibit 1 – ITB Bid Document
Exhibit 2 – Contractor's Bid Submittal

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **FY 2027 CRA Budget and Resolution No. 20-2026**

**Department/Office:** Community Development

**Recommended Action:**

Approve the FY 2027 budget and Resolution No. 20-2026 to transmit the budget to the City Council for adoption as part of the City's adopted budget.

**Summary Explanation & Background:**

Background

On April 14, 2026 the Community Redevelopment Agency (CRA) reviewed the proposed Fiscal Year (FY) 2026 CRA Budget. The budget provides the framework for continued investment in redevelopment initiatives, community improvements, and operational support within the CRA District.

| Category | Amount |
|---|---|
| **Total CRA Fund** | $1,201,784 |
| **Revenue Sources** | |
| – County Contribution | $395,836 |
| – City Contribution | $805,948 |

**Expenditures**

| | |
|---|---|
| – Personnel (4 employees – salaries & benefits) | $280,729 |
| – Operating Expenses | $227,315 |
| – Capital Projects | $374,456 |

Operating and Capital Initiatives

| **Initiative** | **Amount** |
|---|---|
| Trail Town Amenities | $61,191 |
| Community Policing & Audit | $40,000 |
| CRA Grant Program | $95,390 |
| Infrastructure Concrete Street Replacements | $100,000 |
| Infrastructure CRA Resurfacing | $100,000 |

Conclusion

The FY 2027 CRA Budget reflects a balanced allocation of resources to support redevelopment priorities, community safety, infrastructure enhancements, and grant opportunities that encourage reinvestment within the CRA District. By aligning expenditures with adopted plans and objectives, the CRA is positioned to strengthen downtown vibrancy, improve public spaces, and promote long-term economic stability.

**Alternatives:**
1. Adopt Resolution No. XX-2026 to transmit the CRA budget to the City Council with alternative specific funding included.

2. Adopt Resolution No. XX-2026 to transmit the CRA budget to the City Council with general budget categories and adopt specific funding levels at a future date

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
This addresses the goals and objectives in the City of Titusville's Strategic Goals and Objectives. Please see the table of alignment and impacts.

This also addresses the Goals and Objectives of the City of Titusville CRA Plan adopted in 2022. See below table of alignment and impacts.

**Strategic Plan Impact:**
Alignment of FY 2027 CRA Budget with City of Titusville Strategic Goals

| Budget Item | City Strategic Goal / Objective Addressed | Impact |
|---|---|---|
| Trail Town Amenities | Goal 3: Enhance Recreation & Cultural Opportunities – Objective 3.2: Support trails, open space, and tourism-related amenities | Expands recreational offerings, promotes tourism, and strengthens Titusville's identity as a trail and outdoor destination. |
| Community Policing & Audit | Goal 1: Ensure Public Safety & Quality of Life – Objective 2.b Strengthen partnerships with law enforcement and community safety programs | Improves safety in the CRA, builds public trust, and supports a welcoming environment for residents and visitors. |
| CRA Grant Program | Goal 4: Foster Economic Development & Redevelopment – Objective 4.3: Support business retention, attraction, and redevelopment incentives | Encourages private reinvestment, strengthens the local economy, and enhances the appearance of commercial corridors. |

| | | |
|---|---|---|
| Infrastructure | Goal 1: Improve Infrastructure & Mobility – Objective 1.2: Maintain safe, accessible, and ADA-compliant public facilities and roadways | Enhances safety, accessibility, and mobility for pedestrians and vehicles, improving livability and business activity downtown. |
| Infrastructure | Goal 4 e Strengthen Downtown & Community Identity and Reinforce downtown as a hub for culture, commerce, and community events | Supports downtown redevelopment, expands event and festival capacity, and reinforces Titusville's sense of place. |

Alignment of FY 2026 CRA Budget with City of Titusville CRA Plan adopted in 2022

| Budget Item | Strategic Plan Goal/Objective Addressed | Impact |
|---|---|---|
| Trail Town Amenities | CRA Plan Goal 3.2: Enhance recreational and tourism opportunities; Objective 3.2.1: Support trail connectivity and amenities | Promotes tourism, outdoor recreation, and connectivity between downtown businesses, cultural sites, and trails. |
| Community Policing & Audit | CRA Plan Goal 2.1: Improve public safety; Objective 2.1.2: Partner with law enforcement and audits for community trust | Increases safety, strengthens partnerships, and enhances quality of life for residents and visitors. |

| | | |
|---|---|---|
| CRA Grant Program | CRA Plan Goal 4.3: Support existing and potential businesses; Objective 4.3.1: Incentivize reinvestment in commercial properties | Encourages private investment, improves commercial building stock, and supports business retention and growth. |
| Infrastructure | CRA Plan Goal 2.2: Upgrade infrastructure; Objective 2.2.1: Implement pedestrian, ADA, and roadway safety improvements | Provides safer, more accessible public spaces, reinforcing downtown livability and economic activity. |
| Infrastructure | CRA Plan Goal 1.1: Support planned redevelopment; Objective 1.1.3: Reinforce downtown as a cultural, residential, and commercial hub | Strengthens downtown as an event and festival space, enhances connectivity, and supports mixed-use redevelopment. |

**ATTACHMENTS:**

1. Report to FY2027 Budget and Resolution
2. 104 - Budget Summary Report FY2027 from finance

3. Resolution_Adopting_FY26-27 Budget (5) (1)

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Sue Williams, Redevelopment Planner

**Subject:** **FY 2027 CRA Budget and Resolution No. XX-2026**

**Department/Office:** Community Development

**Recommended Action:**

Approve the FY 2027 budget and Resolution No. XX-2026 to transmit the budget to the City Council for adoption as part of the City's adopted budget.

**Summary Explanation & Background:**

Background

On April 14, 2026 the Community Redevelopment Agency (CRA) reviewed the proposed Fiscal Year (FY) 2026 CRA Budget. The budget provides the framework for continued investment in redevelopment initiatives, community improvements, and operational support within the CRA District.

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Budget Summary

| Category | Amount |
|---|---|
| **Total CRA Fund** | $1,201,784 |
| **Revenue Sources** | |
| – County Contribution | $395,836 |
| – City Contribution | $805,948 |
| **Expenditures** | |
| – Personnel (4 employees – salaries & benefits) | $280,729 |
| – Operating Expenses | $227,315 |
| – Capital Projects | $374,456 |

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Operating and Capital Initiatives

| Initiative | Amount |
|---|---|
| Trail Town Amenities | $61,191 |
| Community Policing & Audit | $40,000 |
| CRA Grant Program | $95,390 |
| Infrastructure Concrete Street Replacements | $100,000 |
| Infrastructure CRA Resurfacing | $100,000 |

Conclusion

The FY 2027 CRA Budget reflects a balanced allocation of resources to support redevelopment priorities, community safety, infrastructure enhancements, and grant opportunities that encourage reinvestment within the CRA District. By aligning expenditures with adopted plans and objectives, the CRA is positioned to strengthen downtown vibrancy, improve public spaces, and promote long-term economic stability.

**Alternatives:**

1. Adopt Resolution No. XX-2026 to transmit the CRA budget to the City Council with alternative specific funding included.
2. Adopt Resolution No. XX-2026 to transmit the CRA budget to the City Council with general budget categories and adopt specific funding levels at a future date

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

This addresses the goals and objectives in the City of Titusville's Strategic Goals and Objectives. Please see the table of alignment and impacts.

This also addresses the Goals and Objectives of the City of Titusville CRA Plan adopted in 2022. See below table of alignment and impacts.

**Strategic Plan Impact:**

Alignment of FY 2027 CRA Budget with City of Titusville Strategic Goals

| Budget Item | City Strategic Goal / Objective Addressed | Impact |
|---|---|---|
| **Trail Town Amenities** | Goal 3: Enhance Recreation & Cultural Opportunities – Objective 3.2: Support trails, open space, and tourism-related amenities | Expands recreational offerings, promotes tourism, and strengthens Titusville's identity as a trail and outdoor destination. |
| **Community Policing & Audit** | Goal 2: Ensure Public Safety & Quality of Life – Objective 2.1: Strengthen partnerships with law enforcement and community safety programs | Improves safety in the CRA, builds public trust, and supports a welcoming environment for residents and visitors. |
| **CRA Grant Program** | Goal 4: Foster Economic Development & Redevelopment – | Encourages private reinvestment, strengthens the |

| | | |
|---|---|---|
| | Objective 4.3: Support business retention, attraction, and redevelopment incentives | local economy, and enhances the appearance of commercial corridors. |
| **Infrastructure** | Goal 1: Improve Infrastructure & Mobility – Objective 1.2: Maintain safe, accessible, and ADA-compliant public facilities and roadways | Enhances safety, accessibility, and mobility for pedestrians and vehicles, improving livability and business activity downtown. |
| **Infrastructure** | Goal 5: Strengthen Downtown & Community Identity – Objective 5.1: Reinforce downtown as a hub for culture, commerce, and community events | Supports downtown redevelopment, expands event and festival capacity, and reinforces Titusville's sense of place. |

Alignment of FY 2026 CRA Budget with City of Titusville CRA Plan adopted in 2022

| **Budget Item** | **Strategic Plan Goal/Objective Addressed** | **Impact** |
|---|---|---|
| **Trail Town Amenities** | CRA Plan Goal 3.2: Enhance recreational and tourism opportunities; Objective 3.2.1: Support trail connectivity and amenities | Promotes tourism, outdoor recreation, and connectivity between downtown businesses, cultural sites, and trails. |
| **Community Policing & Audit** | CRA Plan Goal 2.1: Improve public safety; Objective 2.1.2: Partner with law enforcement and audits for community trust | Increases safety, strengthens partnerships, and enhances quality of life for residents and visitors. |
| **CRA Grant Program** | CRA Plan Goal 4.3: Support existing and potential businesses; Objective 4.3.1: Incentivize reinvestment in commercial properties | Encourages private investment, improves commercial building stock, and supports business retention and growth. |
| **Infrastructure** | CRA Plan Goal 2.2: Upgrade infrastructure; Objective 2.2.1: Implement pedestrian, ADA, and roadway safety improvements | Provides safer, more accessible public spaces, reinforcing downtown livability and economic activity. |
| **Infrastructure** | CRA Plan Goal 1.1: Support planned redevelopment; Objective 1.1.3: Reinforce downtown as a cultural, residential, and commercial hub | Strengthens downtown as an event and festival space, enhances connectivity, and supports mixed-use redevelopment. |

**ATTACHMENTS:**

1. FY27 PROPOSED CRA BUDGET
2. Resolution_Adopting_FY26-27 Budget

## CRA - FUND 104

| | ACTUAL FY2024 | ACTUAL FY2025 | REVISED BUDGET FY2026 | PROPOSED BUDGET FY2027 | % CHANGE FY2026 TO FY2027 |
|---|---|---|---|---|---|
| **PROPERTY TAX** | | | | | |
| 311.50-01 - TAX INCREMENT/BREVARD | 337,172 | 350,722 | 370,000 | 395,836 | 6.98% |
| 311.50-03 - TAX INCRMT/TITUSVILLE | 751,465 | 790,341 | 797,804 | 805,948 | 1.02% |
| **TOTAL PROPERTY TAX** | **$1,088,637** | **$1,141,063** | **$1,167,804** | **$1,201,784** | **2.91%** |
| **INTERGOVERNMENTAL** | | | | | |
| 331.50-02 - FEDERAL GRANT/FEMA | - | 1,335 | - | - | (0.00%) |
| **TOTAL INTERGOVERNMENTAL** | **-** | **$1,335** | **-** | **-** | **(0.00%)** |
| **INVESTMENT EARNINGS** | | | | | |
| 361.10-00 - INTEREST - OPERATING | 16,115 | 7,840 | - | - | (0.00%) |
| 361.10-01 - INVESTMENT INTEREST | 33,834 | 38,771 | - | - | (0.00%) |
| 361.30-00 - NET INCREASE (DECREASE) IN | 36,003 | (2,889) | - | - | (0.00%) |
| 361.40-00 - GAIN OR LOSS SALE OF INVEST | (9,370) | 2,388 | - | - | (0.00%) |
| **TOTAL INVESTMENT EARNINGS** | **$76,582** | **$46,110** | **-** | **-** | **(0.00%)** |
| **PRIOR YEAR APPROPRIATIONS** | | | | | |
| 389.11-04 - RESTRICTED | - | - | 1,195,376 | - | (100.00%) |
| **TOTAL PRIOR YEAR APPROPRIATIONS** | **-** | **-** | **$1,195,376** | **-** | **(100.00%)** |
| **MISCELLANEOUS** | | | | | |
| 369.90-00 - MISCELLANEOUS REVENUE | 4,140 | - | - | - | (0.00%) |
| **TOTAL MISCELLANEOUS** | **$4,140** | **-** | **-** | **-** | **(0.00%)** |
| **TOTAL FUND** | **$1,169,359** | **$1,188,508** | **$2,363,180** | **$1,201,784** | **(49.15%)** |




# CITY OF TITUSVILLE
# FY2027 PROPOSED BUDGET

## EXPENDITURE SUMMARY BY TYPE

## CRA - FUND 104

| | ACTUAL FY2024 | ACTUAL FY2025 | REVISED BUDGET FY2026 | PROPOSED BUDGET FY2027 | % CHANGE FY2026 TO FY2027 |
|---|---|---|---|---|---|
| **PERSONNEL SERVICES** | | | | | |
| 12-01 - PERSONNEL SERVICES | 107,152 | 153,229 | 180,583 | 183,099 | 1.39% |
| 13-01 - TEMP SALARIES/WAGES | 4,748 | - | - | - | (0.00%) |
| 14-00 - OVERTIME | 161 | 1,535 | 30,000 | 30,000 | (0.00%) |
| 15-00 - SPECIAL PAY | 250 | 502 | - | - | (0.00%) |
| 21-01 - FICA TAXES | 9,899 | 12,853 | 14,035 | 14,228 | 1.38% |
| 22-00 - RETIREMENT CONTRIBUTIONS | 14,114 | 16,987 | 25,373 | 29,537 | 16.41% |
| 23-01 - GROUP HEALTH INSURANCE | 25,043 | 34,711 | 36,534 | 27,655 | (24.30%) |
| 24-01 - WORKERS COMPENSATION | 701 | 659 | 659 | 725 | 10.02% |
| 28-01 - OTHER EMPLOYEE BENEFITS | 81 | 2,729 | 1,169 | 1,156 | (1.11%) |
| **TOTAL PERSONNEL SERVICES** | **$162,149** | **$223,205** | **$288,353** | **$286,400** | **(0.68%)** |
| **OPERATING EXPENDITURES** | | | | | |
| 31-01 - PROFESSIONAL SERVICES | 30,665 | 26,718 | 45,000 | 195,000 | 333.33% |
| 39-00 - CONTINGENCY | - | - | - | 29,641 | (0.00%) |
| 40-01 - TRAVEL & PER DIEM | 2,690 | 2,590 | 6,680 | 6,900 | 3.29% |
| 41-01 - COMMUNICATIONS SERVICES | 480 | 488 | 480 | 480 | (0.00%) |
| 43-01 - UTILITY SERVICES | 52,234 | 42,790 | 55,000 | 55,000 | (0.00%) |
| 46-01 - REPAIR & MAINT SERVICES | 90,408 | 14,904 | 64,240 | 40,000 | (37.73%) |
| 48-01 - PROMOTIONAL ACTIVITIES | 1,912 | 570 | 809 | 4,000 | 394.44% |
| 49-01 - OTHER CHARGES/GENERAL FUND | 35,229 | 47,106 | 100,735 | 102,750 | 2.00% |
| 52-01 - OPERATING SUPPLIES | 957 | 52 | 1,255 | 62,691 | 4,895.30% |
| 54-01 - BOOKS/PUBS/SUBS/MEMS | 795 | 200 | 3,116 | 3,300 | 5.91% |
| **TOTAL OPERATING EXPENDITURES** | **$215,370** | **$135,418** | **$277,315** | **$499,762** | **80.21%** |
| **CAPITAL** | | | | | |
| 63-20 - INFRASTRUCTURE/IMPROV OTHER THA | - | - | 244,456 | - | (100.00%) |
| 65-00 - CONSTRUCTION IN PROGRESS | 1,250,314 | 275,827 | 1,213,934 | 200,000 | (83.52%) |
| **TOTAL CAPITAL** | **$1,250,314** | **$275,827** | **$1,458,390** | **$200,000** | **(86.29%)** |
| **GRANTS & AID** | | | | | |
| 82-01 - AID TO PRIVATE ORG | 241,230 | 84,817 | 221,442 | 95,390 | (56.92%) |
| **TOTAL GRANTS & AID** | **$241,230** | **$84,817** | **$221,442** | **$95,390** | **(56.92%)** |
| **OPERATING TRANSFERS OUT** | | | | | |
| 12-07 - TRANSFER TO/PIRN 2009 | 118,040 | 120,949 | 117,680 | 120,232 | 2.17% |
| **TOTAL OPERATING TRANSFERS OUT** | **$118,040** | **$120,949** | **$117,680** | **$120,232** | **2.17%** |
| **TOTAL FUND** | **$1,987,103** | **$840,216** | **$2,363,180** | **$1,201,784** | **(49.15%)** |




# CITY OF TITUSVILLE
# FY2027 PROPOSED BUDGET

# EXPENDITURE BY TYPE
# 1905 PLANNING

## CRA - FUND 104

| | ACTUAL FY2024 | ACTUAL FY2025 | REVISED BUDGET FY2026 | PROPOSED BUDGET FY2027 | % CHANGE FY2026 TO FY2027 |
|---|---|---|---|---|---|
| **PERSONNEL SERVICES** | | | | | |
| 12-01 - PERSONNEL SERVICES | 107,152 | 153,229 | 180,583 | 183,099 | 1.39% |
| 13-01 - TEMP SALARIES/WAGES | 4,748 | - | - | - | (0.00%) |
| 14-00 - OVERTIME | 161 | 1,535 | 30,000 | 30,000 | (0.00%) |
| 15-00 - SPECIAL PAY | 250 | 502 | - | - | (0.00%) |
| 21-01 - FICA TAXES | 8,290 | 11,590 | 14,035 | 14,228 | 1.38% |
| 22-00 - RETIREMENT CONTRIBUTIONS | 14,114 | 16,987 | 25,373 | 29,537 | 16.41% |
| 23-01 - GROUP HEALTH INSURANCE | 23,976 | 31,000 | 33,846 | 21,984 | (35.05%) |
| 24-01 - WORKERS COMPENSATION | 701 | 659 | 659 | 725 | 10.02% |
| 28-01 - OTHER EMPLOYEE BENEFITS | - | 2,729 | 1,140 | 1,156 | 1.40% |
| **TOTAL PERSONNEL SERVICES** | **$159,392** | **$218,231** | **$285,636** | **$280,729** | **(1.72%)** |
| **OPERATING EXPENDITURES** | | | | | |
| 40-01 - TRAVEL & PER DIEM | 2,245 | 2,555 | 6,680 | 6,900 | 3.29% |
| 41-01 - COMMUNICATIONS SERVICES | 480 | 488 | 480 | 480 | (0.00%) |
| 46-01 - REPAIR & MAINT SERVICES | - | - | 10,000 | - | (100.00%) |
| 52-01 - OPERATING SUPPLIES | 1 | 52 | 1,070 | 1,000 | (6.54%) |
| 54-01 - BOOKS/PUBS/SUBS/MEMS | - | 200 | 1,605 | 1,800 | 12.15% |
| **TOTAL OPERATING EXPENDITURES** | **$2,726** | **$3,295** | **$19,835** | **$10,180** | **(48.68%)** |
| **TOTAL 1905 PLANNING** | **$162,118** | **$221,526** | **$305,471** | **$290,909** | **(4.77%)** |

## CRA - FUND 104

| | ACTUAL FY2024 | ACTUAL FY2025 | REVISED BUDGET FY2026 | PROPOSED BUDGET FY2027 | % CHANGE FY2026 TO FY2027 |
|---|---|---|---|---|---|
| **PERSONNEL SERVICES** | | | | | |
| 21-01 - FICA TAXES | 1,609 | 1,263 | - | - | (0.00%) |
| 23-01 - GROUP HEALTH INSURANCE | 1,067 | 3,711 | 2,688 | 5,671 | 110.97% |
| 28-01 - OTHER EMPLOYEE BENEFITS | 81 | - | 29 | - | (100.00%) |
| **TOTAL PERSONNEL SERVICES** | **$2,757** | **$4,974** | **$2,717** | **$5,671** | **108.72%** |
| **OPERATING EXPENDITURES** | | | | | |
| 31-01 - PROFESSIONAL SERVICES | 30,665 | 26,718 | 45,000 | 195,000 | 333.33% |
| 39-00 - CONTINGENCY | - | - | - | 29,641 | (0.00%) |
| 40-01 - TRAVEL & PER DIEM | 445 | 35 | - | - | (0.00%) |
| 43-01 - UTILITY SERVICES | 52,234 | 42,790 | 55,000 | 55,000 | (0.00%) |
| 46-01 - REPAIR & MAINT SERVICES | 90,408 | 14,904 | 54,240 | 40,000 | (26.25%) |
| 48-01 - PROMOTIONAL ACTIVITIES | 1,912 | 570 | 809 | 4,000 | 394.44% |
| 49-01 - OTHER CHARGES/GENERAL FUND | 35,229 | 47,106 | 100,735 | 102,750 | 2.00% |
| 52-01 - OPERATING SUPPLIES | 956 | - | 185 | 61,691 | 33,246.49% |
| 54-01 - BOOKS/PUBS/SUBS/MEMS | 795 | - | 1,511 | 1,500 | (0.73%) |
| **TOTAL OPERATING EXPENDITURES** | **$212,644** | **$132,123** | **$257,480** | **$489,582** | **90.14%** |
| **CAPITAL** | | | | | |
| 63-20 - INFRASTRUCTURE/IMPROV OTHER THA | - | - | 244,456 | - | (100.00%) |
| 65-00 - CONSTRUCTION IN PROGRESS | 1,250,314 | 275,827 | 1,213,934 | 200,000 | (83.52%) |
| **TOTAL CAPITAL** | **$1,250,314** | **$275,827** | **$1,458,390** | **$200,000** | **(86.29%)** |
| **GRANTS & AID** | | | | | |
| 82-01 - AID TO PRIVATE ORG | 241,230 | 84,817 | 221,442 | 95,390 | (56.92%) |
| **TOTAL GRANTS & AID** | **$241,230** | **$84,817** | **$221,442** | **$95,390** | **(56.92%)** |
| **OPERATING TRANSFERS OUT** | | | | | |
| 12-07 - TRANSFER TO/PIRN 2009 | 118,040 | 120,949 | 117,680 | 120,232 | 2.17% |
| **TOTAL OPERATING TRANSFERS OUT** | **$118,040** | **$120,949** | **$117,680** | **$120,232** | **2.17%** |
| **TOTAL 5555 NON-DEPARTMENTAL** | **$1,824,985** | **$618,690** | **$2,057,709** | **$910,875** | **(55.73%)** |

**CITY OF TITUSVILLE, FLORIDA**
**FIVE-YEAR CAPITAL IMPROVEMENT PLAN**
**CRA FUND**
**NEW PROJECTS REVENUE SOURCES ONLY**

**SOURCES**

| Account Number | Dept | Project Number | Revenue Name | New Project Allocations FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | Totals |
|---|---|---|---|---|---|---|---|---|---|
| 104-0000-311.50-03 | | | Tax Increment/Titusville | $ 200,000 | $ 320,000 | | | | $ 520,000 |
| | | | | | | | | | |
| | | | **TOTAL SOURCES** | **$ 200,000** | **$ 320,000** | **$ -** | **$ -** | **$ -** | **$ 520,000** |

**USES**

| Account Number | Dept | Project Number | Project Name | New Project Allocations FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | Totals |
|---|---|---|---|---|---|---|---|---|---|
| 104-5555-515.65-00 | 1905 | CR2703 | CRA Street Resurfacing with New Elements | $ 100,000 | $ 270,000 | $ - | $ - | $ - | $ 370,000 |
| 104-5555-515.65-00 | 1905 | CR2705 | CRA Concrete Street Replacement | $ 100,000 | $ 50,000 | $ - | $ - | $ - | $ 150,000 |
| | | | | | | | | | |
| | | | **TOTAL USES** | **$ 200,000** | **$ 320,000** | **$ -** | **$ -** | **$ -** | **$ 520,000** |

**RESOLUTION NO. X–2026**

**A RESOLUTION OF THE TITUSVILLE COMMUNITY REDEVELOPMENT AGENCY ADOPTING THE BUDGET OF THE TITUSVILLE COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR 2026-2027 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Executive Director of the Titusville Community Redevelopment Agency has recommended an annual budget for the next ensuing fiscal year beginning October 1, 2026, and ending September 30, 2027; and

**WHEREAS**, a notice of public hearing on said budget was duly published; and

**WHEREAS,** City Council is scheduled to conduct a public hearing on September 21, 2026, to adopt the FY2026-2027 Budget for the City of Titusville, which includes the Titusville Community Redevelopment Agency budget; and

**WHEREAS**, the Titusville Community Redevelopment Agency convened on September 8, 2026, to consider the Titusville Community Redevelopment Agency's final budget for transmittal to City Council for inclusion within the City's adopted FY2026-2027 budget, and the public was afforded the opportunity to be heard.

**NOW, THEREFORE, BE IT ENACTED** by the Titusville Community Redevelopment Agency of The City of Titusville, Florida as follows:

**Section 1.** That the Titusville Community Redevelopment Agency of the City of Titusville, Florida pursuant to Chapter 189, Florida Statutes, does hereby adopt the attached General and Related Fund Budgets for the fiscal year 2026-2027.

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 8th day of September 2026.

_____
Andrew Connors, Chair
Titusville Community -
Redevelopment Agency

ATTEST:

_____
Wanda F. Wells, City Clerk

# City of Titusville

"Gateway to Nature and Space"

REPORT

**To:** Members of the Community Redevelopment Agency

**From:** Thomas Abbate, City Manager

**Subject:** **Executive Director's Report August 2026**

**Department/Office:** Community Development

**Recommended Action:**
The Executive Director's Report is included in the agenda packet. No action is requested.

**Summary Explanation & Background:**

**Alternatives:**

**Item Budgeted:**
N/A

**Source/Use of Funds/Budget Book Page:**
N/A

**Strategic Plan:**
Goal 1 Quality of Life
Goal 2 Efficient and Effective Services
Goal 3 Fiancial Stability
Goal 4 Economic Development
Goal 5 Efffective Governance
Goal 6 Community Design

**Strategic Plan Impact:**

**ATTACHMENTS:**
1. Executive Director August 2026 draft
2. 08.03.26 Minutes Draft

# EXECUTIVE DIRECTOR'S REPORT

**TO:** Honorable Chairman and CRA Members
**FROM:** Tom Abbate, Executive Director
**DATE:** August 2026
Staff continues to advance the following Community Redevelopment Agency initiatives and activities:

1. **CRA Branding and Identity –** Staff continues to work with a design professional to develop branding concepts for a CRA logo. Design options will be presented to the CRA Board for discussion, feedback, and direction.
2. **Broad Street Streetscape Improvements –** The CRA Board voted unanimously in August 2025 to implement the Broad Street Streetscape Improvements. The design scope of work was approved by the CRA Board and City Council on January 13, 2026. Staff continues bi-weekly coordination meetings with AECOM as the conceptual design is developed and refined. The project remains in the design phase. The conceptual is on the September 8th CRA Agenda
3. **FY 2027 CRA Budget –** Staff continued coordination with Public Works and Finance on development and refinement of the FY 2027 CRA budget. This is on the September 8th CRA Agenda
4. **Space View Park/Gemini Park Handprint Monuments and Solar Lighting –** Installation of the solar lighting, irrigation improvements, and monument handprints has been completed. Landscaping is the remaining component of this phase of improvements.
5. **Main Street Re-establishment –** Staff continues to attend Mainstreet Titusville meetings as the City/CRA liaison and to support efforts associated with re-establishing the Florida Main Street program in Titusville.
6. **Historic Preservation Planning Grant –** Staff is collaborating with Mainstreet Titusville on a Florida Division of Historical Resources Small Matching Grant application to assess the potential impacts of increased launch activity on historic resources and to develop a Historic Preservation Management Strategy.
7. **Downtown Business Recruitment and Vacancy Reduction –** Staff continues to work with downtown businesses to identify opportunities to activate vacant commercial spaces and support increased business activity within the CRA district.
8. **Welcome Center and Downtown Events –** Staff continues coordination with the Titusville Area Chamber of Commerce and the Special Events Department regarding programming and events at the Welcome Center and throughout downtown. Titusville Twilight is held on the fourth Friday of each month, and CRA staff participates with an informational booth to engage with residents, businesses, and visitors.
9. **Trail Town Amenities Strategic Plan –** Staff continues work associated with the Trail Town Amenities Strategic Plan following CRA Board review and consultant coordination. Current efforts include researching potential grant and partnership opportunities to support implementation of recommended improvements.
10. **Downtown Maintenance and Public Realm –** Staff continues coordination with the Public Works Department regarding downtown pressure cleaning, tree box maintenance, and other public-realm maintenance needs to support safety, appearance, and the overall downtown experience.
11. **Downtown Markets and Business Activity –** Staff continues to coordinate with downtown businesses and monitor approved downtown market and event activities, including Miracle City Market events.
12. **Pedestrian Safety and FDOT Coordination –** Staff continues coordination with FDOT regarding proposed pedestrian and roadway safety improvements. Work includes coordination on estimated costs,

project timing, and funding needs associated with resurfacing and related improvements, including guardrails, sidewalk connections, curb ramps, and drainage structures.

13. **Downtown Kiosks and Wayfinding Information –** Staff continues to update downtown kiosks with information regarding upcoming events and activities.
14. **Titusville Talking Points –** Staff prepared and submitted articles for Titusville Talking Points highlighting key projects, programs, and initiatives within the CRA district to increase public awareness of redevelopment activities and ongoing investment in downtown Titusville.
15. **Commercial Beautification Grants –** Staff is working with prospective applicants on potential Commercial Beautification Grant projects within the CRA district.
16. **Development and Project Review –** Staff continues to review proposed development and redevelopment projects within the CRA district and coordinate with applicants and other City departments as appropriate.
17. **Business Tax Receipts –** Staff continues to review Business Tax Receipt applications for businesses located within the CRA district.
18. **Electric Vehicle Charging –** Staff evaluated the feasibility of electric vehicle charging stations at the Welcome Center and determined that location is not feasible. Opportunities for EV charging are being considered as part of the Broad Street Streetscape planning process.
19. **Business Retention and Outreach –** Staff continues business retention visits and outreach to downtown businesses to identify needs, provide information regarding CRA resources, and support continued investment within the district.
20. **Downtown Sanitation and Appearance –** Staff continues to coordinate on trash and sanitation concerns affecting the downtown area and works with appropriate departments to address identified issues.
21. **CPTED and Code Enforcement Coordination –** Staff continues coordination with Code Enforcement on Crime Prevention Through Environmental Design (CPTED), positive activity generators, and potential CRA grant opportunities for businesses implementing recommended safety improvements.
22. **Downtown Event Monitoring –** Staff continues to monitor downtown events and coordinate with City departments, businesses, and event organizers as needed.

**FDOT Northbound U.S. 1 Resurfacing Project**

**T**he Northbound U.S. 1 Resurfacing Project (Project No. 454217-1) has been rescheduled to FY 2029

## Capital Projects in Downtown

- **Broad Street Improvements –** The project remains in the design phase, with ongoing staff and AECOM coordination as described above.
- **ADA Sidewalk Improvements –** Scobie Park was improved with a pervious sidewalk funded by the CRA in the amount of $33,675, in conjunction with plantings supported through grant partnerships. This work was completed in May 2025. Additional sidewalk projects totaling $207,127 remain in progress, with staff coordinating with Public Works.
- **Whiteway Replacement –** City staff continues to coordinate with FPL on the design for replacement of the Whiteway lights with FPL-maintained lighting. A cost estimate is forthcoming.

## Ongoing Projects

**Historic Preservation Board**

The Historic Preservation Board (HPB) continues its ongoing preservation initiatives. The HPB is planning another workshop in 2026 to be presented by Roz Foster. The draft proposed demolition ordinance is on the September City Councill agenda.

The Historic Preservation Board (HPB) of the City of Titusville, Florida met in regular session at City Hall in the Council Chamber, located at 555 South Washington Avenue, on Monday August 3, 2026 at 1:00 p.m.

XXX

Vice Chairman Petyk called the meeting to order at 1:00 p.m. Present were, Secretary Adams, Member Shifalo, Member Foster and Alternate Member Davis. Chairman Kiesel, Member Jonas, Member Gaetjens and Alternate Member Crofton were absent. Also attending were Planner Tabitha Armstrong and Recording Secretary Laurie Dargie.

XXX

Member Foster motioned to approve the regular minutes from the July 6, 2026 meeting as presented. Member Shifalo seconded. There was a unanimous voice vote in favor.

XXX

***Old Business***
None

XXX

***New Business***

***Design Best Practices Community Training***
Member Foster said that she has a PowerPoint Presentation on the Design Best Practices that she gave at the Florida Trust Conference. Member Foster said she would be able to give the same presentation as one of the educational classes.

Member Shifalo suggested having another workshop in September or October 2026. Planner, Tabitha Armstrong suggested looking at October as September would be too soon as there is a lot that goes into preparing for a workshop.

Member Foster shared information regarding the Space Coast Trades Academy. Member Foster said she also provided this information to Community Development Director Brad Parrish. Ms. Armstrong said that Mr. Parrish did forward the information to Tyler, who is our Certified Local Government (CLG) contact person.

Member Foster further explained that the Space Coast Trades Academy educates and teaches trades to people interested in learning specific trades or are interested in doing work on their historical structures.

Member Foster said that the Clifton School House was dismantled years ago and she has been looking for places to have the school rebuilt. Member Foster said there are funds to have the Clifton School House rebuilt and numerous items to put back into the schoolhouse. Member Foster said that the issue has been there hasn't been an approved location to place the schoolhouse.

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The Historic Preservation Board had some more discussion as to having an October workshop in the City Council Chamber and having Member Foster give the PowerPoint presentation on Design Best Practices. Member Foster said it is helping to understand what a property has in a historical structure and what they can do with it.

Ms. Armstrong clarified that the Historic Preservation Board members would like to simply have a workshop at City Hall in the Council Chamber and have Member Foster give the presentation. The Historic Preservation Board members said yes.

Member Shifalo stated that she is the Secretary to the Main Street Titusville Program and they are interested in coordinating with the Historic Preservation Board on future items. Member Shifalo said that the Board may be interested in a table/booth at the Titusville Twilight events that take place once a month on Fridays.

The Historic Preservation Board members had some discussion relating to coordinating with the Main Street Titusville Program.

Member Shifalo brought up the Joynerville & Beyond memorial wall that is being discussed. Member Davis read from an email from Christina Stokes regarding the proposed memorial wall. Member Davis said that this is being presented to City Council on Tuesday August 11, 2026.

Member Foster spoke about the Clifton School House and asked if the idea could be mentioned to see if the community in Joynerville would be interested in having the school built somewhere. The Historic Preservation Board had discussion regarding the property located at 711 S. Palm Avenue. The Historic Preservation Board said that this property has more than enough room to place the Clifton School House, a museum and educational center. The Historic Preservation Board members would like to look into what it might take to obtain this property for these ideas. Ms. Armstrong said she will pass on these ideas to Community Redevelopment Planner Sue Williams and Community Development Director Brad Parrish.

XXX

***Financial Hardship Criteria Research***
Ms. Armstrong gave an overview of this item.

Member Foster said she visited the area that Mr. Mahoney brought up at the July meeting. Member Foster said the lift station is deplorable and the smell is terrible. Member Foster said that something needs to be done by the City of Titusville on this lift station.

Member Shifalo said she would like to see financial aid/funds for homeowners.

The Historic Preservation Board members had discussion as to why financial aid/grant funds are not provided to homeowners. Member Foster said that everyone would be applying for funds to have work done to their homes and that just isn't feasible.

XXX

***Petitions & Request***
None

XXX

***Reports***

Secretary Adams suggested reaching out to the Titusville Library as another place to have educational classes for the public.

Member Davis said that he has observed street markings on Riverside Drive and asked if there is any work that is fixing to be done on the sewage infrastructure in this area. Ms. Armstrong said she can ask and find out what is going on in the area.

Planner Tabitha Armstrong said that the Demolition Ordinance and GIS Mapping will be agenda items at the September 1, 2026 Historic Preservation Board meeting.

Planner Tabitha Armstrong updated the Historic Preservation Board members that the Joynerville grant that was applied for through the Florida Trust was declined.

Planner Tabitha Armstrong said that the State grant opportunities opened and the city has applied for a grant to have a comprehensive historical survey done in the Joynerville area.

Member Shifalo said she enjoyed the Preservation on Main Street (POMS) conference.

Recording Secretary Laurie Dargie reminded the Historic Preservation Board members that the September Historic Preservation Board meeting is on Tuesday September 1, 2026 due to the Labor Day Holiday.

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**Adjournment 2:23pm**

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