

## **FACTS REGARDING 8929 PHILIPS HIGHWAY**

### **ASKING PRICE: \$910,500.00**

**Updated on April 17, 2024:**

- **Subject property is at 8929 Philips Highway**
- **Subject property is zoned and has a usage of light industrial; however, the operation of a restaurant is “Grandfathered” on the site may continue as long as property does not sit empty for longer than one year.**
- ***Property is currently operated as a main restaurant with a drive through window.***
- ***The property has an approved programable electric sign.***
- **The property has parking for approximately 28 vehicles.**
- **The property is under Leasehold as true Triple Net plus CAM on top of the rental rate.**
- **Basically, there are zero Landlord expenses under the Lease terms.**
- **The current rent is \$3,300.00 per month increasing to \$3,500.00 per month December 1, 2024; this amount must be considered as net operating income (NOI).**
- **The tenant is responsible for electricity, water, sewer and any other utilities.**
- **The tenant is responsible for paying all state and local taxes related to the Lease including property taxes on the premises and parcel.**
- **The tenant is responsible for maintenance expenses of all type on the property.**
- **The tenant is responsible for providing all Insurances required on the property in accordance with the Lease.**

**The subject property is for sale and the following is considered as a part of the Valuation based on Operation as a restaurant which is a Retail Establishment and not as an existing warehouse which is not present.**

**The following is the data for the location in the Baymeadows / Butler Corridor Submarket, this runs from just south of University Boulevard and ends at the St. Johns County line which has changed since the property was Listed:**

**The Market Asking Rent per Square Foot per year is up from \$34.10 to \$36.15. The effective square footage is what is used in this calculation and it is 2,296 square feet out of 2,745 square feet total. The 2,296 times \$36.15 equals an asking within the Market of \$83,000.00 per year. The valuation based on the market conditions is then calculated using an 8.00% CAM rate divided into \$83,000.00 which is \$1,037,500.00; this is up from the previous estimate which gave us the analysis opinion of \$910,500.00.**

**(Note that Market Analysis is a tool utilized to set an asking price; it is neither an Appraisal nor is it a Broker's Price Opinion; if you want anything beyond the Market Analysis you should go to an AMAP certified professional for an Appraisal).**

**Please note that we have not changed the listing price from \$910,500.00 despite the change in the Sub-Market, this is because these prices may fluctuate.**

**Next, we recently looked at the value for a person purchasing the land to build something besides a restaurant; we ran land sale comparables for all land sales between 0.25 acres and 1.00 acre within the past two years within a three-mile radius as recorded in the CoStar Analytics base that we use. There were three sales that fell within the criteria and we ran the Sales Comps Analytics Report on April 12, 2024.**

**Based on the report the average price per square foot for land sales within this proximity was \$47.00 per square foot. The parcel at 8929 Philips Highway is 24,219 square feet and therefore the estimate of value based on land comps without improvements (which exist) is \$1,138,293.00. Again, we have not increased the price yet based on this data; but we may come under pressure from the owner to do so.**

**(Note that Market Analysis is a tool utilized to set an asking price; it is neither an Appraisal nor is it a Broker's Price Opinion; if you want anything beyond the Market Analysis you should go to an AMAP certified professional for an Appraisal).**

**Presented By:            Bruce A Fouraker  
                                 Gina A Fiore  
                                 Paul J Reed**

**PROPERTY DESCRIPTION FOR 8929 PHILIPS HIGHWAY  
JACKSONVILLE, FLORIDA 32256**

**PART OF THE F.P. SANCHEZ GRANT, SECTION 53, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE INTERSECTION OF WESTERLY LINE OF SAID SECTION 53 AND THE NORTHEASTERLY LINE OF PHILIPS HIGHWAY – US NO. 1 SOUTH (A 150 FOOT RIGHT-OF-WAY); THENCE SOUTH 32 DEGREES 33 MINUTES EAST, 175.0 FEET ALONG THE NORTHEASTERLY LINE OF SAID PHILIPS HIGHWAY TO AN IRON AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 32 DEGREES 33 MINUTES EAST, 113.0 FEET ALONG THE NORTHEASTERLY OF SAID PHILIPS HIGHWAY TO AN IRON; THENCE NORTH 61 DEGREES 39 MINUTES 45 SECONDS EAST, 204.54 FEET TO AN IRON; THENCE NORTH 21 DEGREES 10 MINUTES 10 SECONDS WEST, 113.58 TO AN IRON; THENCE SOUTH 61 DEGREES 39 MINUTES 45 SECONDS WEST, 227.02 FEET TO THE POINT OF BEGINNING, AS RECORDED IN OFFICIAL RECORDS VOLUME 7288, PAGE 1763 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.**



# 8929 Philips Hwy



Restaurant - Butler/Baymeadows  
Submarket  
Jacksonville, FL 32256

2,745 SF GLA    0.55 AC Lot    1988 Built    \$910.5K Sale Price    \$331.69 Price/SF

## Sale

For Sale    \$910,500 (\$331.69/SF)  
Sale Type    Investment or Owner ...    Status    Active

## Sale Highlights

- Area has average annual daily traffic of 40,000
- Building is an operational turnkey restaurant
- Light Industrial Zoning allows for many different usages

## Building

Type    2 Star Retail Restaurant  
Location    Suburban  
GLA    2,745 SF    Year Built    1988  
Stories    1    Tenancy    Single  
Typical Floor    2,745 SF    Owner Occup    No  
Class    C  
Building Ht    12'  
Docks    None  
Construction    Masonry

CoStar Est. Rent    \$25 -30/SF (Retail)

Frontage    115' on Philips Hwy (with 1 curb cuts)

Walk Score®    Car-Dependent (29)  
Transit Score®    Some Transit (29)

Parking Ratio    9.11/1,000 SF

Parking Type    Spaces  
Surface    25

## Land

Land Acres    0.55 AC    Land SF    23,958 SF  
Bldg FAR    0.11

Zoning    IL

## Tenants

Name    SF Occupied  
Tombo's    2,745

Source: CoStar Research

## About the Owner

**Charles Mardant**  
8967 Philips Hwy  
Jacksonville, FL 32256  
United States  
(904) 287-5373 (p)

## Market Conditions

Vacancy Rates  
Subject Property    Current    YOY Change  
Submarket 1-3 Star    0.0%    ↔    0.0%  
Market Overall    9.3%    ↑    2.2%  
Market Overall    4.3%    ↔    -0.0%

Market Asking Rent Per Area  
Subject Property    \$27.93/SF    ↑    2.3%  
Submarket 1-3 Star    \$36.48/SF    ↑    5.9%  
Market Overall    \$24.61/SF    ↑    5.6%

Submarket Leasing Activity  
12 Mo. Leased    103,311 SF    ↓    -55.6%  
Months on Market    10.1    ↑    2.2 mo

Submarket Sales Activity  
12 Mo. Sales Volume    Current    Prev Year  
Market Sale Price Per Area    \$18.34M    \$41.53M  
Market Sale Price Per Area    \$257/SF    \$241/SF

## Property Contacts

True Owner    Charles Mardant  
Recorded Owner    Mardant Joyce G  
Owner Type    Individual  
Sale Broker    Watson Commercial Realty, Inc.

## Demographics

	1 mile	3 miles
Population	2,760	74,889
Households	1,089	33,598
Median Age	37.50	37.80
Median HH Income	\$66,402	\$64,593
Daytime Employees	8,679	57,208
Population Growth '23 - '28	↑ 6.34%	↑ 4.10%
Household Growth '23 - '28	↑ 6.15%	↑ 4.41%

## Traffic

Collection Street	Cross Street	Traffic Vol	Last Me...	Distance
Phillips Hwy	Shad Rd SE	33,072	2022	0.15 mi
Sunbeam Rd	Phillips Hwy E	16,804	2022	0.30 mi
Hood Rd	Old Kings Rd S N	7,134	2022	0.55 mi
Shad Road	W Florida Mining W	17,457	2022	0.66 mi
Philips Highway	Shad Rd NW	38,750	2022	0.68 mi
I 4	Western Lake Dr ...	85,500	2020	0.77 mi
Western Way	Western Lake Dr ...	104,579	2020	0.77 mi
Shad Rd	Hood Rd S SW	14,955	2022	0.79 mi
Philips Highway	Freedom Crossin...	31,330	2022	0.83 mi
Hood Rd S	Shad Rd NW	14,722	2022	1.00 mi

Made with TrafficMetrix® Products

## Building Amenities

Drive Thru    Signage  
Pylon Sign    Wheelchair Accessible  
Restaurant

## Public Transportation

### Airport

	Drive	Distance
Jacksonville International Airport	39 min	26.4 mi

## Location

Zip	32256
Submarket	Butler/Baymeadows
Submarket Cluster	Butler/Baymeadows
Location Type	Suburban
Market	Jacksonville (Florida)
County	Duval
State	Florida
CBSA	Jacksonville, FL
DMA	Jacksonville, FL-GA
Country	United States

## Public Record

### 2022 Assessment

Improvements	\$135,705	\$5.62/SF
Land	\$121,095	\$5.02/SF
Total Value	\$256,800	\$10.64/SF

Parcels 152580-0170

## Flood Risk

Flood Risk Area	Moderate to Low Risk Areas
FEMA Flood Zone	B and X Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
Floodplain Area	100-year and 500-year
In SFHA	No
FEMA Map Identifier	12031C0554H
FIRM ID	12031C
FIRM Panel Number	0554H
FEMA Map Date	Jun 3, 2013

Property ID: 8997948



**Building Exterior**



**Building Exterior**



**8929 Philips Hwy**



**8929 Philips Hwy**



**MARDANT JOYCE G TRUST**  
**C/O JOYCE G MARDANT TRST**  
 8967 PHILIPS HWY  
 JACKSONVILLE, FL 32256-1303  
**MARDANT JOYCE G**

**Primary Site Address**  
 8929 PHILIPS HWY  
 Jacksonville FL 32256-

**Official Record Book/Page**  
 07288-01763

**Tile #**  
 7535

**8929 PHILIPS HWY**

**Property Detail**

<b>RE #</b>	152580-0170
<b>Tax District</b>	GS
<b>Property Use</b>	2191 Restaurant Class 1
<b># of Buildings</b>	1
<b>Legal Desc.</b>	For full legal description see Land & Legal section below
<b>Subdivision</b>	00000 SECTION LAND
<b>Total Area</b>	24111

**Value Summary**

<b>Value Description</b>	<b>2023 Certified</b>	<b>2024 In Progress</b>
<b>Value Method</b>	Income	Income
<b>Total Building Value</b>	\$0.00	\$0.00
<b>Extra Feature Value</b>	\$0.00	\$0.00
<b>Land Value (Market)</b>	\$121,095.00	\$121,095.00
<b>Land Value (Agric.)</b>	\$0.00	\$0.00
<b>Just (Market) Value</b>	\$264,400.00	\$264,400.00
<b>Assessed Value</b>	\$264,400.00	\$264,400.00
<b>Cap Diff/Portability Amt</b>	\$0.00 / \$0.00	\$0.00 / \$0.00
<b>Exemptions</b>	\$0.00	See below
<b>Taxable Value</b>	\$264,400.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). "In Progress" property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification [Learn how the Property Appraiser's Office values property.](#)

**Taxable Values and Exemptions – In Progress**

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value  
 No applicable exemptions

SJRWMD/FIND Taxable Value  
 No applicable exemptions

School Taxable Value  
 No applicable exemptions

**Sales History**

<b>Book/Page</b>	<b>Sale Date</b>	<b>Sale Price</b>	<b>Deed Instrument Type Code</b>	<b>Qualified/Unqualified</b>	<b>Vacant/Improved</b>
07288-01763	3/11/1992	\$100.00	QC - Quit Claim	Unqualified	Improved
07478-01094	11/12/1992	\$100.00	QC - Quit Claim	Unqualified	Improved

**Extra Features**

<b>LN</b>	<b>Feature Code</b>	<b>Feature Description</b>	<b>Bldg.</b>	<b>Length</b>	<b>Width</b>	<b>Total Units</b>	<b>Value</b>
1	PVAC1	Paving Asphalt	1	0	0	10,000.00	\$9,460.00
2	PVCC1	Paving Concrete	1	0	0	290.00	\$550.00
3	PVAC1	Paving Asphalt	1	0	0	1,255.00	\$3,756.00

**Land & Legal**

**Land**

<b>LN</b>	<b>Code</b>	<b>Use Description</b>	<b>Zoning Assessment</b>	<b>Front</b>	<b>Depth</b>	<b>Category</b>	<b>Land Units</b>	<b>Land Type</b>	<b>Land Value</b>
1	4000	LIGHT INDUSTRIAL	IL	0.00	0.00	Common	24,219.00	Square Footage	\$121,095.00

**Legal**

<b>LN</b>	<b>Legal Description</b>
1	53-3S-27E .556
2	SANCHEZ GRANT
3	PT RECD O/R 7478-1094, BEING PAR 5

**Buildings**

**Building 1**

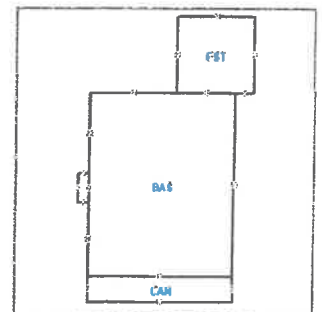
Building 1 Site Address  
 8929 PHILIPS HWY Unit  
 Jacksonville FL 32256-

<b>Building Type</b>	2101 - RESTAURANT CLASS I
<b>Year Built</b>	1988
<b>Building Value</b>	\$90,238.00

<b>Type</b>	<b>Gross Area</b>	<b>Heated Area</b>	<b>Effective Area</b>
Base Area	2000	2000	2000
Canopy	24	0	6
Finished Storage	441	0	220
Canopy	280	0	70
<b>Total</b>	<b>2745</b>	<b>2000</b>	<b>2296</b>

<b>Element</b>	<b>Code</b>	<b>Detail</b>
Exterior Wall	8	8 Horizontal Lap
Roof Struct	4	4 Wood Truss
Roofing Cover	12	12 Modular Metal
Interior Wall	5	5 Drywall
Int Flooring	5	5 Asphalt tile
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central
Ceiling Wall Finish	5	5 S Ceil Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	4	4 D-Wood Frame

<b>Element</b>	<b>Code</b>	<b>Detail</b>
Restrooms	2.000	
Stories	1.000	
Baths	8.000	





Rooms / Units	4.000
Avg Story Height	11.000

**2023 Notice of Proposed Property Taxes Notice (TRIM Notice)**

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B&B	\$264,400.00	\$0.00	\$264,400.00	\$2,906.18	\$2,992.19	\$2,735.35
Public Schools: By State Law	\$264,400.00	\$0.00	\$264,400.00	\$831.00	\$841.59	\$775.80
By Local Board	\$264,400.00	\$0.00	\$264,400.00	\$577.29	\$594.37	\$538.95
FL Inland Navigation Dist.	\$264,400.00	\$0.00	\$264,400.00	\$8.22	\$7.61	\$7.61
Water Mgmt Dist. SJRWMD	\$264,400.00	\$0.00	\$264,400.00	\$50.69	\$47.41	\$47.41
School Board Voted	\$264,400.00	\$0.00	\$264,400.00	\$0.00	\$264.40	\$0.00
			Totals	\$4,373.38	\$4,747.57	\$4,105.12
Description	Just Value	Assessed Value	Exemptions	Taxable Value		
	Last Year	\$256,800.00	\$256,800.00	\$0.00	\$256,800.00	
	Current Year	\$264,400.00	\$264,400.00	\$0.00	\$264,400.00	

**2023 TRIM Property Record Card (PRC)**

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

**Property Record Card (PRC)**

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

[2023](#)

[2022](#)

[2021](#)

[2020](#)

[2019](#)

[2018](#)

[2017](#)

[2016](#)

[2015](#)

[2014](#)

• To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

**More Information**

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)



QUIT-CLAIM DEED

MADE this 12<sup>th</sup> day of November, 1992, between  
 JOYCE G. MARDANT, of the County of Duval, State of Florida, party  
 of the first part, and JOYCE G. MARDANT, and her successor  
 Trustee or Trustees, as Trustee of THE JOYCE G. MARDANT LIVING  
 TRUST, an intervivos revocable Trust created by JOYCE G. MARDANT  
 as Settlor under Trust Agreement dated October 10, 1991, 8967  
 Phillips Highway, Jacksonville, Florida 32256, Employer  
 Identification Number \_\_\_\_\_ of the County of Duval,  
 state of Florida, party of the second part.

THIS INSTRUMENT PREPARED BY:  
 ROBERT E. WELLS, JR.  
 REAL ESTATE ATTORNEY  
 SUITE 2000 10000 W. BRADLEY BLVD.  
 JACKSONVILLE, FLORIDA 32256

Ret →

W I T N E S S E S:

That the said party of the first part, for and in  
 consideration of the sum of Ten (\$10.00) Dollars, in hand paid by  
 the said party of the second part, the receipt whereof is hereby  
 acknowledged, has remised, released and quit-claimed, and by  
 these presents does remise, release and quit-claim unto the said  
 party of the second part, and its heirs, successors and assigns  
 forever, the following described land, situate, lying and being  
 in the County of Duval, State of Florida, to wit:

See Exhibit A attached hereto and made a part  
 hereof.

Together with all the Tenements,  
 hereditaments and appurtenances thereto  
 belonging or in anywise appertaining.

This property is not now nor has it been  
 homestead property of the Grantor.

Property Appraiser's Parcel  
 Identification Number:  
 152580-0120-3 C1; 152580-0110-4 C1;  
 152580-0170-8 C1; 152580-0150-0 C1

100  
 11/12/92  
 [Signature]

TO HAVE AND TO HOLD the same together with all and  
 singular the appurtenances thereunto belonging or in anywise  
 appertaining, and all the estate, right, title, interest, lien,  
 equity and claim whatsoever of the said party of the first part,  
 either in law or equity, to the only proper use, benefit and

OFFICIAL RECORDS

behalf of the said party of the second part, its heirs,  
successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part  
has hereunto set her hand and seal the day and year first above  
written.

Signed and Sealed in  
Our Presence:

Sharon K. Simpson  
Doreen [unclear]

Joyce G. Mardant (SEAL)  
JOYCE/G. MARDANT

STATE OF FLORIDA )  
  ) SS  
COUNTY OF DUVAL  )

Before me personally appeared JOYCE G. MARDANT who is  
personally known to me or who has produced a \_\_\_\_\_  
as identification, who took an oath and who is the individual  
described in and who executed the foregoing instrument, and  
acknowledged to and before me that she executed the same for the  
purposes therein expressed.

WITNESS my hand and official seal this 12<sup>th</sup> day of  
November, 1992, at Jacksonville, County and State  
aforesaid.

Danna F. Edwards  
Notary Public  
Name: Danna F. Edwards  
Commission No. cc 079773  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 29, 1995  
Bored the first time...

## Exhibit A

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## Parcel 3:

Map of a part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East and a part of Government Lot 1, Section 34, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows:

Begin at the an iron in the Northeasterly line of Phillips Highway-U.S. No. 1 South (a 150 foot right of way) that is South 32°-33' East, 62.0 feet from its intersection with the Westerly line of said Section 53; thence North 61°-39'-45" East, 80.67 feet; thence North 28°-20'-15" West, 124.5 feet; thence South 66°-10'-47" West, 90.65 feet to the Northeasterly line of said Phillips Highway; thence South 32°-33' East, 132.0 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning.

Together with and subject to a 35 foot easement for ingress and egress, more particularly described as follows:

Part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Westerly line of said Section 53, and the Northeasterly line of Phillips Highway-U.S. No. 1 South (a 150.0 foot right of way); thence North 32°-33' West, 3.59 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning; thence continue North 32°-33' West, 35.41 feet along the Northeasterly line of said Phillips Highway; thence North 66°-10'-47" East, 105.37 feet; thence South 73°-49'-13" East, 35.0 feet; thence South 66°-10'-47" West, 157.99 feet to the Point of beginning.

## Parcel 4:

Survey of part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 53 and the Northeasterly line of Phillips Highway-U.S. No. 1 South (as now established for a width of 150 feet); thence South 32°-33' East, 62.0 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning; thence continue South 32°-33' East, 113.0 feet; thence North 61°-39'-45" East, 227.02 feet; thence North 21°-19'-10" West, 113.58 feet; thence South 61°-39'-45" West, 249.49 feet to the Point of beginning.

## Parcel 5:

Part of the F. P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Westerly line of said Section 53 and the Northeasterly line of Phillips Highway-U.S. no. 1 South (a 150.0 foot right-of-way); thence South 32°-33' East, 175.0 feet along the Northeasterly line of said Phillips Highway to an iron and the Point of Beginning; thence continue South 32°-33' east, 113.0 feet along the Northeasterly line of said Phillips Highway to an iron; thence North 61°-39'-45" East, 206.54 feet to an iron; thence North 21°-19'-10" West, 113.58 feet to an iron; thence South 61°-39'-45" West, 227.02 feet to the Point of Beginning.

## Parcel 9:

Part of the John Summerall Grant, Section 62, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Northeasterly line of Phillips Highway (a 150.0 foot right of-way) with the Westerly line of the F.P. Sanchez Grant, Section 53, thence South 32°-33'-00" East, 544.18 feet, along the Northeasterly line of said Phillips Highway, to the Point of Curve of a curve, concave to the Northeast and having a radius of 25.0 feet; thence around and along said curve, through a central angle of 85°-47'-15", an arc distance of 47.53 feet (chord bearing and distance of South 75°-26'-37" East, 35.01 feet), to its Point of Tangency; thence North 61°-39'-45" East, 125.77 feet, to the POINT OF BEGINNING; thence continue North 61°-39'-45" East, 147.32 feet; thence North 77°-33'-40" West, 108.44 feet; thence South 68°-06'-52" West, 127.43 feet, to the West line of said Section 62; thence South 21°-10'-10" East, 184.1 feet, along the West line of said Section 62, to the POINT OF BEGINNING.

92-0151528

92 DEC 17 PM 3:46

RECORDED  
INDEXED  
11-11-92  
11-11-92



QUIT-CLAIM DEED

MADE this 12<sup>th</sup> day of November, 1992, between  
 JOYCE G. MARDANT, of the County of Duval, State of Florida, party  
 of the first part, and JOYCE G. MARDANT, and her successor  
 Trustee or Trustees, as Trustee of THE JOYCE G. MARDANT LIVING  
 TRUST, an intervivos revocable Trust created by JOYCE G. MARDANT  
 as Settlor under Trust Agreement dated October 10, 1991, 8967  
 Phillips Highway, Jacksonville, Florida 32256, Employer  
 Identification Number \_\_\_\_\_, of the County of Duval,  
 state of Florida, party of the second part.

THIS INSTRUMENT PREPARED BY  
 ROBERT S. WELLS, JR.  
 REAL ESTATE ATTORNEY  
 1000 WEST CHERRY, SUITE 200  
 JACKSONVILLE, FLORIDA 32209  
 PHONE: 321-255-1100

Ret →

W I T N E S S E T H:

That the said party of the first part, for and in  
 consideration of the sum of Ten (\$10.00) Dollars, in hand paid by  
 the said party of the second part, the receipt whereof is hereby  
 acknowledged, has remised, released and quit-claimed, and by  
 these presents does remise, release and quit-claim unto the said  
 party of the second part, and its heirs, successors and assigns  
 forever, the following described land, situate, lying and being  
 in the County of Duval, State of Florida, to wit:

See Exhibit A attached hereto and made a part  
 hereof.

Together with all the tenements,  
 hereditaments and appurtenances thereto  
 belonging or in anywise appertaining.

This property is not now nor has it been  
 homestead property of the Grantor.

Property Appraiser's Parcel  
 Identification Number:  
 152580-0120-3 C1; 152580-0110-4 C1;  
 152580-0170-8 C1; 152580-0150-0 C1

100  
 16697  
 [Handwritten signatures and notary marks]

TO HAVE AND TO HOLD the same together with all and  
 singular the appurtenances thereunto belonging or in anywise  
 appertaining, and all the estate, right, title, interest, lion,  
 equity and claim whatsoever of the said party of the first part,  
 either in law or equity, to the only proper use, benefit and

(3)



OFFICIAL RECORDS

behalf of the said party of the second part, its heirs,  
successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part  
has hereunto set her hand and seal the day and year first above  
written.

Signed and Sealed in  
Our Presence:

*Sharon S. Gentry*  
*Sharon S. Gentry*

*Joyce G. Mardant*  
JOYCE G. MARDANT (SEAL)

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DUVAL   )

Before me personally appeared JOYCE G. MARDANT who is  
personally known to me or who has produced a \_\_\_\_\_  
as identification, who took an oath and who is the individual  
described in and who executed the foregoing instrument, and  
acknowledged to and before me that she executed the same for the  
purposes therein expressed.

WITNESS my hand and official seal this 12<sup>th</sup> day of  
November, 1992, at Jacksonville, County and State  
aforesaid.

*Dorcas F. Edwards*  
Notary Public  
Name: Dorcas F. Edwards  
Commission No. CC 079773  
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 29, 1995  
Printed On Recycled Paper

## Exhibit A

OFFICIAL RECORDS

Parcel 3:

Map of a part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East and a part of Government Lot 1, Section 34, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows:

Begin at the an iron in the Northeasterly line of Phillips Highway-U.S. No. 1 South (a 150 foot right of way) that is South 32°-33' East, 62.0 feet from its intersection with the Westerly line of said Section 53; thence North 61°-39'-45" East, 80.67 feet; thence North 28°-20'-15" West, 124.5 feet; thence South 66°-10'-47" West, 90.65 feet to the Northeasterly line of said Phillips Highway; thence South 32°-33' East, 132.0 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning.

Together with and subject to a 35 foot easement for ingress and egress, more particularly described as follows:

Part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Westerly line of said Section 53, and the Northeasterly line of Phillips Highway-U.S. No. 1 South (a 150.0 foot right of way); thence North 32°-33' West, 3.59 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning; thence continue North 32°-33' West, 35.43 feet along the Northeasterly line of said Phillips Highway; thence North 66°-10'-47" East, 163.37 feet; thence South 23°-49'-13" East, 35.0 feet; thence South 66°-10'-47" West, 157.99 feet to the Point of beginning.

Parcel 4:

Survey of part of the F.P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 53 and the Northeasterly line of Phillips Highway-U.S. No. 1 South (as now established for a width of 150 feet); thence South 32°-33' East, 62.0 feet along the Northeasterly line of said Phillips Highway to the Point of Beginning; thence continue South 32°-33' East, 113.0 feet; thence North 61°-39'-45" East, 227.02 feet; thence North 21°-10'-10" West, 113.58 feet; thence South 61°-39'-45" West, 249.49 feet to the Point of beginning.

Parcel 5:

Part of the F. P. Sanchez Grant, Section 53, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Westerly line of said Section 53 and the Northeasterly line of Phillips Highway-U.S. No. 1 South (a 150.0 foot right-of-way); thence South 32°-33' East, 175.0 feet along the Northeasterly line of said Phillips Highway to an iron and the Point of Beginning; thence continue South 32°-33' east, 113.0 feet along the Northeasterly line of said Phillips Highway to an iron; thence North 61°-39'-45" East, 206.54 feet to an iron; thence North 21°-10'-10" West, 113.58 feet to an iron; thence South 61°-39'-45" West, 227.02 feet to the Point of Beginning.

Parcel 9:

Part of the John Summerall Grant, Section 62, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the intersection of the Northeasterly line of Phillips Highway (a 150.0 foot right of way) with the Westerly line of the F.P. Sanchez Grant, Section 53, thence South 32°-33'-00" East, 544.18 feet, along the Northeasterly line of said Phillips Highway, to the Point of Curve of a curve, concave to the Northeast and having a radius of 25.0 feet; thence around and along said curve, through a central angle of 85°-47'-15", an arc distance of 47.53 feet (chord bearing and distance of South 75°-26'-37" East, 34.01 feet), to its Point of Tangency; thence North 61°-39'-45" East, 125.77 feet, to the POINT OF BEGINNING; thence continue North 61°-39'-45" East, 147.32 feet; thence North 77°-33'-40" West, 168.44 feet; thence South 68°-04'-42" West, 127.43 feet, to the West line of said Section 62; thence South 21°-10'-10" East, 184.1 feet, along the West line of said Section 62, to the POINT OF BEGINNING.

92-0151528

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## LEASE

**THIS LEASE** made and executed this \_\_\_\_ day of December, 2022, by and between Charles G. Mardant and Joyce G. Mardant, whose address is 1365 Wentworth Avenue, Jacksonville, FL 32259 (hereinafter referred to as "Landlord"), and Klodian Haxhillari, whose address is 3591 Kernan Boulevard, Apt. 509, Jacksonville, Florida 32224 (hereinafter referred to as "Tenant").

### **WITNESSETH**

That for and in consideration of the rents reserved herein and the mutual covenants and promises contained herein, Landlord and Tenant hereby covenant, promise and agree as follows:

**SECTION 1. PREMISES.** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord all that certain land together with the improvements located on that land and the parking area located on the Land (the Land, Building and paved parking area hereinafter being collectively called the "Leased Premises"). The Leased Premises have a street address of 8929 Phillips Highway, Jacksonville, Florida 32256.

**SECTION 2: (a) TERM.** Subject to the provisions of Section 25 hereof, the term of this Lease shall be for a period of thirty-six (36) months, commencing at 12:01 A.M. on December 1, 2022, if not sooner, and terminating at 11:59 P.M. on November 30, 2025.

The taking of possession of the Leased Premises shall be deemed an acceptance of same by Tenant, and Landlord shall be deemed to have fulfilled its obligations under this subsection.

**SECTION 3. RENT.** Beginning December 1, 2022, Tenant agrees to pay Landlord a fixed minimum rent of Three Thousand (\$3,100.00) Dollars per month payable in advance each month (hereinafter referred to as the "Base Rent"). After the first year, the annual Base Rent shall increase Two Hundred Dollars and 00/100 (\$200.00) per month each year.

If Tenant takes possession of the leased premises on a day other than the first (1st) day of the month, the Tenant shall pay the prorated amount of the rent due to the end of the month, and thereafter, the monthly rental shall be due and payable on the first (1st) day of the month in advance. Rent received after the 5th day of the month shall be deemed delinquent. If rent is not received by the 5th day of each month, Lessee shall pay a late charge of \$10.00 plus a penalty of \$5.00 per day until rent is received in full. Lessee shall pay \$25.00 for each returned check.

**SECTION 4. UTILITIES AND REAL ESTATE TAXES.** Tenant shall be responsible for state sales tax of seven and one-half (7.5%) percent, insurance, and common areas maintenance ("CAM") on the leased premises.

Tenant shall pay for all water, sewer, gas and other utilities used or consumed in or about the Leased Premises. All such charges shall be paid in a timely manner and shall not be allowed to become a lien upon the Leased Premises.

It is the understanding and intent of Landlord and Tenant that Tenant shall pay real estate taxes and insurance on the structure located on the premises. Tenant shall maintain and pay for liability insurance. Tenant shall pay any and all governmental taxes, fees or charges of any nature whatsoever not otherwise assumed by Landlord, including, but not limited to, Florida State sales tax, fees and charges shall be paid with the rent each month.

As additional rent, Tenant agrees to pay, before any fine, penalty, interest or cost may be added thereto for nonpayment thereof, all real estate taxes which may be assessed, levied or imposed upon or in connection with the Leased Premises.

It is the intention of this Lease that the rent specified herein shall be net to the Landlord each month, and that all costs, expenses and obligations of every kind (whether enumerated in this Lease

or not) which relate to the Leased Premises shall be paid by Tenant and Tenant shall indemnify and hold Landlord harmless from such costs and expenses.

No abatement, diminution or reduction of rents or other charges payable by Tenant under this Lease shall be claimed or allowed by Tenant for any inconvenience, interruption, cessation or loss of services or business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of any governmental authority having jurisdiction of the premises, or by priorities, rationing, or curtailment of labor or materials or by war or any matter or things resulting therefrom, or by any other cause or causes, except as specifically provided in this Lease.

**SECTION 5. TIME AND MANNER OF RENT PAYMENT.** Except as otherwise specified herein, all rents due under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, or offset for any reason whatsoever, in such United States of American coin or currency as at the time payment is due is legal tender for the payment of public and private debts. Payments shall be made at the address of Landlord set forth herein, in advance, and in equal monthly installments, on or before the first day of each month during the term of this Lease.

**SECTION 6. SECURITY DEPOSIT.** Landlord hereby acknowledges receipt of \_\_\_\_\_ AND 00/100 (\$\_.00), as security for the faithful performance and observance by Tenant of the terms and conditions of this Lease. Landlord and Tenant agree that in the event that Tenant defaults in respect of any such terms or conditions, including, but not limited to, the payment of rent, Landlord may use, apply or retain the whole or any part of this security deposit to the extent required for the payment of such rent or other sum as to which the Tenant is in default, or for any sum which the Landlord may expend by reason of Tenant's default, including, but

not limited to, damage to the Leased Premises and the expenses of reletting same, regardless of whether such damage or expenses accrued before or after summary proceedings or other re-entry by Landlord. In the event tenant fully complies with all of the terms and conditions of this Lease the security deposit shall be returned to Tenant within fifteen (15) days after the expiration of the Term of this Lease.

**SECTION 7. USE OF PREMISES.** Tenant may use the Leased Premises for any and all lawful purposes which do not violate any zoning ordinances or covenants and restrictions which may burden the Leased Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Leased Premises. Tenant shall also comply with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter exercising similar functions, and shall comply with all requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Leased Premises. Tenant shall not use, occupy or permit the Leased Premises to be used or occupied for any unlawful, illegal or immoral purposes, nor in such manner as to constitute a nuisance of any kind.

**SECTION 8. ALTERATIONS.** Tenant shall make no changes, alterations, additions, or improvements in or to the Leased Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any and all such alterations approved by Landlord shall be paid for by Tenant, shall be made in a good and workmanlike manner, and in compliance with all applicable permits and authorizations, building and zoning codes, and all other laws ordinances and regulations. Tenant shall prevent any lien or charge from being created on or against the Leased Premises, and



shall discharge all liens or charges for services rendered or materials furnished immediately after said liens arise or said charges become due and payable. Tenant shall not have the authority to subject the Leased Premises to liens, and in no event shall Landlord or the Leased Premises be liable for, or chargeable with, any expense or lien for work, labor or materials used in or about the Leased Premises, or any improvement or change thereof at the request or upon the order of, or to discharge the obligation of, Tenant. All alterations made to the Leased Premises shall automatically become the property of Landlord without expense to Landlord.

**SECTION 9. SIGNAGE.** Tenant shall, at Tenant's expense, be granted the right to install exterior signage on the building and on Phillips Highway. Such installation is conditioned upon local zoning and/or ordinance approval. Upon termination of this Lease, all signage shall revert back to Landlord.

**SECTION 10. MAINTENANCE AND REPAIR.** Tenant shall throughout the term of this Lease, at its own expense, take good care of the interior and exterior of the Leased Premises, excluding structural repairs, including plumbing, wiring, ~~air conditioning and heating equipment~~ and shall make all necessary repairs, to the Leased Premises during its use and occupancy thereof. In addition, Tenant, at its own expense, shall be responsible for the maintenance and repair of the parking area situated upon the Land. Landlord shall, at its own expense, keep the roof and exterior walls of the improvements in good condition and repair, reasonable wear and tear excepted. Tenant is prohibited from creating any materialmen's or mechanics' liens against the Leased Premises, and shall discharge any and all such liens or charges for services rendered or materials furnished immediately after such liens arise (or by bonding such liens from the Leased Premises pursuant to Florida law) or such terms shall be deemed additional rent and immediately become due and payable.

**SECTION 11. RESTRICTIONS.** Tenant shall in no manner deface, waste or otherwise injure any part of the Leased Premises, nor shall Tenant place or permit upon the floor space within the improvements any weight which is obviously excessive and beyond the normal usage specified herein. Tenant agrees to keep the Leased Premises, including all fixtures therein in good condition and repair, clean, neat, orderly and free from any accumulation of trash, waste and other debris, and generally to maintain its appearance. Tenant shall keep all windows and plate glass clean and shall promptly replace all cracked or broken windows and glass in the improvements at its expense, unless such breakage was caused by the negligence of Landlord, its agents or employees. Tenant shall not keep or permit in, upon or about the Leased Premises any highly flammable, explosive, noxious or dangerous material or substance. Tenant shall not use, store or dispose of any hazardous poisonous or toxic wastes on the Leased Premises. Tenant agrees not to engage in or permit in, or upon, or about, the Leased Premises any use or activity which would tend to create or increase fire or other hazards, or that would tend to render insurance upon the improvements void, or that would tend to cause an increase in any insurance premiums on the improvements. Tenant shall keep all excess job materials stacked neatly. All unnecessary materials shall be removed from the premises.

**SECTION 12. INSURANCE.** Landlord shall carry insurance on the structure(s) located on the premises in an amount not less than the replacement value of the structure with a company satisfactory to Landlord.

Tenant shall carry public liability insurance with companies and in amounts reasonably satisfactory to Landlord, but in no event less than \$200,000 for each person who might be injured in or about the premises. Tenant shall also carry such insurance on the contents of the Building as it may deem necessary and acknowledges that Landlord has not insured such contents. Tenant shall

furnish Landlord with such proof of the existence of the insurance required by this Section as Landlord may require, including, without limitation, the original of the insurance policies and receipts evidencing the payment of the premiums therefor.

**SECTION 13. DAMAGE OR INJURY TO TENANT, PROPERTY AND PERSONAL AND BUILDING.** Landlord shall not be liable for the damage to persons or property sustained by Tenant or other persons due to any accident in or about the Leased Premises, or for any act or neglect of Tenant or other occupants of the Building or any other person, due to fire, explosion, water, steam boiler bursting or leaking of pipes, sprinkler systems, plumbing fixtures, or similar hazards, or the roof. All personal property brought onto the Leased Premises or into the improvements by Tenant shall be at Tenant's sole risk, and Landlord shall not be responsible for any damage thereto or theft thereof.

**SECTION 14. DAMAGE TO OR DESTRUCTION OF BUILDING.** In the event that the improvements are totally destroyed by fire, tornado, hurricane or other casualty, or so damaged that rebuilding or repairs cannot be completed within sixty (60) days after the date of such damage, either party may, at its option, terminate this Lease as of the date of such damage or destruction by giving written notice to the other party within sixty (60) days thereafter of its election to do so, and the rent shall abate for the unexpired portion of the term of this Lease.

In the event that the improvements are damaged by any such cause, but only to such extent that rebuilding or repairs can be completed within sixty (60) days after the date of such damage, Landlord shall, as soon after receipt of any insurance proceeds due as is practical, but in any event not more than sixty (60) days after the date of such damage, commence to restore the improvements to substantially the same condition as before such damage occurred, and shall prosecute such

restoration diligently to its completion; provided always that the Landlord shall not be required to rebuild, repair or replace any partitions, fixtures, or other improvements placed or made by tenant. The Landlord shall not be liable to the Tenant for inconvenience or loss due to the making of such repairs or the rebuilding or reconstruction. Landlord shall allow Tenant a reasonable diminution of rent during the time the Premises are unfit for occupancy and use based on the diminution in Tenant's useable square footage. All insurance proceeds from policies provided pursuant to section 11 of the Lease shall be applied to the rebuilding or repair of the improvements.

**SECTION 15. CONDEMNATION.** If during the term of this Lease, the whole or any substantial part of the improvements are taken for any public or quasi public use under any governmental law, ordinance or regulation, or by right of eminent domain (or private purchase in lieu thereof), this Lease shall terminate automatically and the rent shall abate for the unexpired portion of the term of this Lease as of the date of the physical taking. In the event of such taking, Tenant agrees to make no claim against Landlord for the value of the unexpired portion of the term of this Lease, nor for any unrelated losses thereby occasioned and further agrees not to assert, claim or seek any portion of any award made, unless a fraction of the award is expressly designated as compensation for loss of Tenant's lease interests, and then only to the extent of such fraction. If less than a substantial portion of the improvements are so taken, this Lease shall not terminate, but the rent payable hereunder for the remainder of the term of this Lease shall be reduced in proportion to the extent to which Tenant is thereby deprived, if at all, of its use and occupancy of the Leased Premises.

**SECTION 16. ACCESS TO PREMISES BY LANDLORD.** Landlord may enter and inspect the Leased Premises at any reasonable time for the purpose of ascertaining the condition

thereof, Tenant's compliance with applicable laws, ordinances, regulations, governmental orders and directives, and with the terms and conditions of this Lease and with such other rules and regulations as may from time to time be applicable, and for the purpose of making repairs to any part of the Building. Landlord further reserves the following rights:

(a) During the last ninety (90) days of the term of this Lease, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy without thereby releasing Tenant from the obligation to pay rent; and

(b) To have pass keys to the Building; and

(c) To show the Leased Premises to prospective tenants or brokers during the last ninety (90) days of the term of this Lease and to prospective mortgagees of the Leased Premises at all reasonable times provided Tenant's use of the Premises is not materially disrupted by such action of Landlord. During the last ninety (90) days of the term hereof, the Landlord shall also have the right to maintain a sign of reasonable size and color on the Leased Premises indicating that the Leased Premises are available for rental and/or sale.

**SECTION 17. SURRENDER OF PREMISES.** Tenant agrees that on the last day of the term of this Lease or, in the event this Lease is otherwise terminated, on such termination date, it will peaceably and quietly leave and surrender the entire Leased Premises in as good condition as on the first day of the term of this Lease, ordinary wear and tear excepted.

**SECTION 18. DEFAULT BY TENANT - LANDLORD'S REMEDIES** If Tenant fails to cure any default in the payment of rent within three (3) days after written notice thereof, or if Tenant shall default in any of the other covenants and agreements herein contained to be kept and

fulfilled by the Tenant and if Tenant fails to cure such default within thirty (30) days after a written notice of such default is given, then Landlord shall have the option to:

(a) Terminate this Lease, resume possession of the property for its own account, and recover immediately from the Tenant the difference between the rent specified in the Lease including those items of additional rent set forth herein and the fair rental value of the Leased Premises for the remainder of the term, together with the reasonable costs of repairing or restoring the Leased Premises; or

(b) Resume possession and release or rent the Leased Premises for the remainder of the term for the account of the Tenant and recover from the Tenant at the end of the term, or at the time each payment of rent or other charge or expense comes due under this Lease as the Tenant may elect, the difference between the rent specified in the Lease including any and all additional charges and expenses attributable to the Leased Premises as hereinabove set forth herein and the rent received on the releasing or renting, provided however, that the Landlord shall not be entitled to collect twice for any additional charges.

In either event, the Landlord shall also recover all expenses incurred by reason of the breach, including reasonable attorneys' fees.

For all purposes of this Section, "fair rental value" of the Leased Premises shall be deemed to be, at any time during the term of this Lease, one hundred (100%) of the Base Rent.

If Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, Landlord may, at its option, at any time thereafter terminate this Lease upon giving Tenant thirty (30) days notice of Landlord's intention to do so, and this Lease shall then expire and end on the date fixed in such



notice to the same extent as if said date were the date originally fixed in this Lease for the expiration hereof.

Tenant shall be responsible for all expenses, including attorneys' fees, which Landlord shall incur in any case or proceeding under, arising out of, or related to the U. S. Bankruptcy Code or any other bankruptcy or insolvency law.

In the event of a breach or threatened breach by Tenant of any of the terms, covenants or conditions hereof, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.

The rights and duties given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be an exclusion of any of the others granted herein or existing at law or in equity in the State of Florida.

The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of the Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

No receipt of monies by Landlord from Tenant after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment affixed or additional rent or other charges then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper suit, action, remedy, or proceeding. It is hereby agreed that after the service of notice to terminate or cancel this Lease and the expiration of the time therein specified, if default has not been cured in the meantime, or after

the commencement of suit, action or summary proceedings or of any other remedy, or after final order, warrant or judgment for the possession of the Premises, Landlord may demand, receive and collect any monies then due, or thereafter becoming due, without in any manner affecting such notice, proceeding, suit, action, order warrant or judgment and any and all such monies so collected shall be deemed to be payments on account of the use and occupancy of the Premises, or at the election of the Landlord, on account of Tenant's liability hereunder. Acceptance of the keys to the Leased Premises or any similar act by Landlord, or any agent or employee during the term hereof, shall not be deemed to be acceptance of the surrender of the Leased Premises unless Landlord shall consent thereto in writing.

**SECTION 19. ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

**SECTION 20. SUBORDINATION OF LEASE.** This Lease is and shall remain subject and subordinate to all mortgages which may now or hereafter affect the Leased Premises, and each and all of the advances which may heretofore have been made or which may hereafter be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly without cost or charge any instruments of certificates that Landlord may request.

**SECTION 21. QUIET ENJOYMENT** So long as Tenant shall pay the rent and other charges herein required, and perform and observe the covenants, provisions and conditions of this Lease on its part to be kept, Tenant shall have the quiet, peaceful and uninterrupted possession, use

and enjoyment of the Leased Premises during the term of this Lease without interruption by the Landlord or any person, firm, or entity claiming under the Landlord.

**SECTION 22. NOTICES.** All notices and other communications between the parties hereto permitted or required by the provisions of this Lease shall be sent by certified mail, return receipt requested, postage prepaid, to the addresses shown below:

**LANDLORD:            1365 Wentworth Avenue, Jacksonville, FL 32259**

**TENANT:                3591 Kernan Boulevard, Apt 509, Jacksonville, FL 32224**

**SECTION 23. SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, administrators, executors, heirs and assigns. The term Landlord as used in this Lease shall be limited to and include only the owner or owners of the fee of which the Leased Premises are a part at the time this Lease is executed, and in the event of any transfers or transfer of title to such fee, the Landlord here 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 personal liability as respect the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of such Landlord or the then grantor of such transfer, in which the Tenant has an interest, shall be turned over to the grantee and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease, shall be paid to Tenant. Upon any such transfer, the grantee or transferee shall expressly assume, subject to the limitations of this Section, all of the terms, covenants and conditions in this Lease contained to be performed on the part of the Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of the Landlord shall, subject as aforesaid, be

binding on the Landlord, and successors and assigns, only during and in respect of their respective successive periods of ownership. Landlord has no knowledge of any environmental waste contamination to the property as of the date of commencement of this lease agreement.

**SECTION 24. ENVIRONMENTAL INDEMNITY.** Tenant will jointly and severally indemnify and hold Landlord harmless from and against, and reimburse Landlord, any fines, charges, liabilities, expenses, fees of environmental professionals, and attorney's fees incurred by Landlord, in the event any of the lease premises if hereafter determined to be in violation of any Applicable Environmental Law. Without limiting the foregoing, upon any allegation of such a violation may exist, Tenant shall:

- a. Upon Landlord's request cause to be conducted such investigations, tests or analysis of the Property by environmental professionals approved by Landlord and provide Landlord the written results of such investigations, tests, or analysis; and
- b. Promptly remedied in accordance with Applicable Environmental Law any violation that may exist; and
- c. If required by Applicable Environmental Law, promptly report any alleged violation to any federal, state, or local agency having jurisdiction over such matters. If Tenant fails to promptly comply with Landlord's request as aforesaid or fail to take such other actions as so required above, Landlord, may its option, do any of the foregoing, and Tenant will promptly reimburse Landlord for all costs and expenses incurred by Landlord in connection with such action. Landlord and its agents and their agents shall have access to the property for the purposes of conducting any such investigations, tests, or analysis. Tenant shall not indemnify Landlord with

respect to any violation which Tenant can establish results from waste, substances or materials being placed on, above or under the property prior to commencement of this Lease Agreement.

Landlord shall jointly and severally indemnify, defend and hold Tenant harmless from and against, and reimburse Tenant for, any fines, charges, liabilities, fees of environment professionals, and attorney's fees incurred by Tenant, in the event any of the Leased Premises are determined to be in violation of any Applicable Environment Law as a result of any waste, substance or materials being placed on, above or under the Leased Premises or nearby property or any use of the Lease Premises prior to commencement of this Lease.

Each party agrees to pay to the other party all charges, expenses, reasonable attorney's fees and costs incurred by such party in connection with the such party's enforcement of this Agreement, including charges, expenses, attorney's fees and costs upon any appeal and in any bankruptcy proceedings. This indemnity shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. In the event that any portion of this clause is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this clause shall be construed as not containing such provision and the invalidity of such provision shall not affect other provisions which are otherwise lawful and valid and shall remain in full force and effect.

**SECTION 25. MEMORANDUM OF LEASE.** Landlord and Tenant shall, at either Landlord's or Tenant's option and upon either's request, execute and deliver a short form of lease for the purpose of recording, but said short form of lease shall not under any circumstances be deemed to modify, change or affect any of the provisions of this Lease, which provisions shall in all circumstances prevail. In no event shall either party hereto record this Lease.

**SECTION 26. HEADINGS.** The headings used for the various Sections herein contained are for convenience only, and are not intended to define, construe, or in any manner limit the contents of such Sections.





IN WITNESS WHEREOF, the parties have executed and delivered this Lease the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_

"LANDLORD"

  
\_\_\_\_\_  
CHARLES G. MARDANT  
  
\_\_\_\_\_  
JOYCE G. MARDANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"TENANT"

  
\_\_\_\_\_  
KLODIAN HAXHILLARI

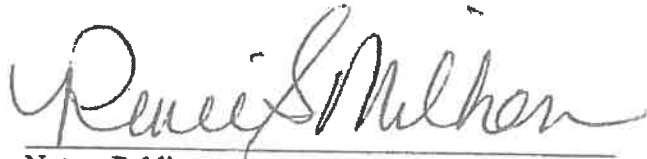


RENEE S. MILHORN  
Commission # NH 100627  
Expires November 26, 2026  
Bonded thru Budget Notary Services



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2022 by Charles G. Mardant and Joyce G. Mardant. They are personally known to me and did take an oath. They physically appeared before me.



Notary Public

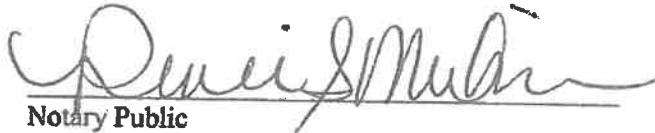
My commission expires:



RENEE S. MILHORN  
Commission # NH 100527  
Expires November 26, 2026  
Bonded Third Budget Notary Services

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2022 by Klodian Haxhillari. He produced Drivers license as identification and who did take an oath. He physically appeared before me.



Notary Public

My commission expires:

**This Instrument Prepared by:**  
**Timothy P Kelly, Esq.**  
**Timothy P Kelly, P.A.**  
**1016 LaSalle Street**  
**Jacksonville, FL 32207**

### **DECLARATION OF EASEMENTS AND COVENANTS**

THIS DECLARATION OF EASEMENTS & COVENANTS is made this 20 of May, 2021 (the "Effective Date") by **Charles G. Mardant**, as Trustee of the Charles G. Mardant Living Trust dated October 10, 1991 and **Joyce G. Mardant**, as Trustee of the Joyce G. Mardant Living Trust dated October 10, 1991 (collectively the "Declarant").

#### **STATEMENT OF FACTS**

A. Charles G. Mardant, as Trustee of the Charles G. Mardant Living Trust dated October 10, 1991, is the fee simple owner of:

Parcel 1: 8963 Phillips Highway, Jacksonville, Duval County, Florida (the "Easement Lot"), more particularly described as follows: RE #: 152580-0160

B. Charles G. Mardant, as Trustee of the Charles G. Mardant Living Trust dated October 10, 1991, is also the fee simple owner of:

Parcel 2: 8949 Phillips Highway, Jacksonville, Duval County, Florida; RE #: 152580-0190

Parcel 3: 8975 Phillips Highway, Jacksonville, Duval County, Florida; RE #: 152580-0360

C. Joyce G. Mardant, as Trustee of the Joyce G. Mardant Living Trust dated October 10, 1991 is the fee simple owner of:

Parcel 4: 8919 Phillips Highway, Jacksonville, Duval County, Florida; RE #: 152580-0110

Parcel 5: 8929 Phillips Highway, Jacksonville, Duval County, Florida; RE #: 152580-0170

Parcel 6: 8967 Phillips Highway, Jacksonville, Duval County, Florida; RE #: 152580-0350

D. 41-By-Pass Properties of Venice, LLC, is the fee simple owner of 8863 Phillips Highway, Jacksonville, Duval County, Florida:

Parcel 7: RE #: 152580-0140; RE #: 152580-0130; RE #: 152580-0120

(jointly and severally the "Benefitted Lots").

E. Declarant desires to create easements upon the Easement Lot for the benefit of the Benefitted Lots and for the fee simple owners of each of the Subject Lots and their respective successors in interest (each an "Owner" and collectively the "Owners") and to establish covenants for the mutual benefit of both the Easement Lot and the Benefitted Lots (collectively referred to as the "Subject Lots").

D. Declarant has constructed upon the Easement Lot a sanitary lift station, capable of serving the anticipated needs of all of the Subject Lots and to establish covenants for the Lots described in Paragraphs A, B, and C (Parcels 1-6) above to equitably share in costs of operation expenses and maintenance expenses regarding such lift station and appurtenances thereto (the "Lift Station", which term refers to all related equipment, accessories and appurtenances.).

**NOW THEREFORE**, in consideration of the foregoing and the benefits flowing to the Subject Lots benefitted by the easements herein created, the Declarant does, by these presents, make, declare and impose the following easements, all of which shall run with the title to the land and which shall be binding upon all parties having any right, title or interest in and to any of the lots constituting the Subject Lots as herein set forth and as hereafter supplemented as permitted hereby, as well as their respective heirs, legal representatives, successors and assigns.

1. Incorporation of Statement of Facts. The Statement of Facts is, by this reference, incorporated herein and made a part hereof.

2. Lift Station. The Owner of the Easement Parcel, at Owner's expense, has constructed the Lift Station. The Lift Station has been designed and constructed to accommodate not only the reasonably anticipated service needs of the Easement Lot, but also the reasonably anticipated service needs of the other benefitted Lots. Such design has not been constructed to accommodate any special sewerage needs beyond those currently provided for and currently in use and further typically required for office and warehouse uses common to the Subject Lots. The Lift Station also complies in all respects, to the requirements of the Jacksonville Electric Authority or other utility service provider. The Lift Station has been designed to accommodate connection to sewerage lines servicing the Subject Lots; however, the Owner of the Lift Station will not be required to install any sewerage lines other than those connecting the Lift Station to the utility company's sewerage main, and connection servicing the needs of the Easement Lot. Each Owner will be solely responsible for sewerage lines from their respective Lot to the Lift Station, or the connection to the Lift Station. The Owners of the Lots described in Paragraphs A, B, and C above shall share equally any charges or fees imposed by the utility service provider to permit the connection by the Owners of Lots A, B, C, and D. It being the intent of the Owners of the

Lots described in Paragraphs A, B, and C that the Owner of the Lots described in Paragraph D be exempt from the cost of maintaining or repairing the Lift Station and only be responsible for maintaining the line between the Lots described in Paragraph D and the Lift Station. The Owner of the Lots described in Paragraph D may withdraw from utilizing of the Lift Station at any time at no expense to the Owner of the Parcels described in Paragraph D or the other Owners utilizing the Lift Station.

3. Utility Easement.

A. Declarants do hereby establish and create for the use and benefit of each of the Subject Lots a non-exclusive perpetual easement (the "Utility Easement"), on, over and across that portion of the Easement Lot more particularly described on Parcel "1" attached and referred to as the "Easement Parcel".

B. The Utility Easement shall be for the sole purposes of (i) providing sewerage service to the Lift Station, as currently constructed and located within the Easement Parcel to each of the Benefitted Lots; and (ii) installation, maintenance, repair and replacement of sewerage lines from any of the Benefitted Lots to the Lift Station and for other underground utilities and conveniences servicing Parcels 1-7. Further, such easement shall inure to the benefit of the Jacksonville Electric Authority and similar lawful utilities (private or public) or authorities.

4. Maintenance & Assessments.

A. The Owner of the Easement Lot shall be responsible to and shall maintain, repair and replace the Lift Station in a first class manner and the improvements thereto in accordance with all governing governmental and quasi-governmental laws, rules, ordinances and regulations and free of mechanics', materialmen's or laborers' liens. In the event any of the benefitted lots described in Paragraphs A, B, and C are subdivided the maintenance and assessments shall be equally divided among the existing benefitted lots, excluding the Lots described in Paragraph D. All such costs of the foregoing (which excludes the initial cost of the improvements heretofore advanced by Owner of Easement Lot) shall be divided and shared on an equal basis by and between each of the Subject Lots described in Paragraphs A, B, and C. Notwithstanding the preceding, none of the lots described in Paragraphs A, B, and C will be included in the above calculations, or obligated for payment of the foregoing costs until such time as said Lots are connected to the Lift Station; however, once said Lots are so connected then the provisions of this paragraph will apply irrespective of whether such Lots are actually utilizing the Lift Station or not.

B. The Owner of the Easement Lot shall cause to be kept accurate records of the costs incurred by such Owner. The Owners of the Lots described in Paragraph A, B, and C (which is subject to the provisions of paragraph A once connected to the Lift Station) shall be liable to contribute to such costs shall have the right to inspect, at reasonable times and hours, the books, records and contracts of the Owner of the Easement Lot to the extent

requisite in order to determine the accuracy of such costs claimed to be incurred during such Determinative Period and the Owner of the Easement Lot shall maintain such books and records for a period of not less than one year following the expiration of each such Determinative Period.

C. All pro rata costs to be paid by the owners of Lots described in Paragraphs A, B, and C to the Owner of the Easement Lot shall be paid within the time as provided in Section 5 hereof and, if such Owner shall fail to pay the same as so provided, then the Responsible Owner shall have the rights and remedies as provided in paragraphs B, C, and D of Section 5 hereof.

D. Notwithstanding anything in this Section 4 otherwise provided, in the event an Owner of a Benefitted Lot shall cause the surface of the Easement Parcel to be disturbed for the purpose of benefitting such Owner's Lot (and not all Owners of the Subject Lots utilizing the Lift Station), then such Owner shall be responsible to restore the surface to the condition it was in prior to such disturbance or damage at such Owner's sole expense.

E. Should the Owner of the Easement Lot fail to carry out its obligations imposed hereunder, then the Owner of any other Subject Lot may, if such default is not cured within 10 days after notice of default, absent emergency, or without any notice in the event of an emergency, may cause such obligations to be performed and become entitled to repayment in the same manner as would the Owner of the Easement Parcel.

F. Owner **Charles G. Mardant**, as Trustee of the Charles G. Mardant Living Trust dated October 10, 1991 agrees, solely for such time as he personally operates his business from that Subject Lot 6 and commonly identified as 8967 Philips Highway, Jacksonville, FL 32256, to be responsible for the monthly JEA expenses associated with the lift station. This provision does not run with land and shall terminate upon his ceasing to operate his business on Subject Lot 6.

#### 5. Default and Enforcement.

A. Each owner from time to time of the Lots described in Paragraphs A, B, and C shall, pursuant to the terms and provisions hereof, become responsible to pay any costs or share thereof on account of the maintenance of an ingress and egress easement created herein or in a supplement hereto as provided herein, ("Debtor Owner") to the Owner of another Subject Lot ("Creditor Owner") shall pay the same within 30 days after rendering of bill therefor by the Creditor Owner to the Debtor Owner. Such billing shall be deemed properly rendered when mailed, first-class mail, postage prepaid, to the address last furnished in like manner by the Debtor Owner to the Creditor Owner and, if not so furnished, then to the address of such Debtor Owner as then disclosed by the records of the Property Appraiser of Duval County, Florida.

B. If any Debtor Owner shall fail to pay any such costs within such 30-day period then the same shall bear interest at the highest lawful rate from date of rendering bill therefore and such debt so owed to the Creditor Owner shall be secured by an equitable charge and lien on the Subject Lot owned by the Debtor Owner.

C. If an owner of a Subject Lot having the responsibility therefor shall default in performance of an obligation imposed hereunder to maintain, repair or replace as herein provided (such owner being hereafter called a "Defaulting Owner"), which default adversely affects the owner of another Subject Lot (an "Affected Owner") then such Affected Owner, in addition to all other remedies such Affected Owner may have at law or in equity, after 20 days prior written notice to the Defaulting Owner (or in the event of an emergency after such notice as is practical under the circumstances) shall have the right to perform such obligation on behalf of the Defaulting Owner and, in such event, the Defaulting Owner shall promptly reimburse the Affected Owner for the cost of such cure, together with interest thereon from the date of outlay at the highest rate permitted by law. Such debt by the Defaulting Owner shall be secured by an equitable charge and lien on the Subject Lot which was liable for such performance.

D. Each lien, as provided in subparagraphs B and C of this Section 5, shall be effective upon the recording of notice thereof in the Official Public Records of Duval County, Florida; however, each such lien shall be subordinate to any mortgage of record at the time of the recording of such lien. Each such lien may be foreclosed in the same manner as a mortgage may be foreclosed. Any cost or expense in filing such lien or in the prosecution or defense thereof, including reasonable attorney's fees at both the trial and appellate levels, shall be paid by the non-prevailing party.

6. Right of Status Letter. The owner of any Subject Lot (the "Demanding Owner"), will have the right to demand that the owner of any other Subject Lots (the "Other Owner"), execute in recordable form, instrument setting forth (i) whether any monies are owing to the Other Owner on account of the property of the Demanding Owner pursuant to this Declaration and, if any, specifying the amount thereof and the reason that the same is owing and (ii) if there is any default claimed against the property of the Demanding Owner. The instrument executed by the Other Owner shall be delivered by the Other Owner to the Demanding Owner within 15 days after demand by the Demanding Owner. For the purposes hereof, demand and delivery shall be deemed made when mailed to the address last set forth in demand or response given by either of such Owners to the other or if such address is not set forth, then to the address last shown by the records of the Property Appraiser of Duval County, Florida. Such demand or response shall be deemed duly made when sent to such address by certified mail or expedited overnight delivery service. If no response is made by the Other Owner within 15 days following demand by the Demanding Owner then it shall be conclusively deemed that no moneys are owing to the Other Owner and that there is no default claimed by the Other Owner against the property of the Demanding Owner.

7. Termination of Right.

The Declarant's right to supplement this Declaration as herein provided (but only to the extent as herein provided) is superior to the rights of any mortgagee hereafter owning and holding a mortgage on any of the Subject Lots or any portion thereof and any such mortgage shall be subject and subordinate to the provisions of this Declaration and any such supplement except as herein or therein otherwise provided. Notwithstanding the foregoing, any lien pursuant hereto or any supplement hereof shall always be subordinate to any mortgage of record at the time of recording of any such lien.

8. Injunctive Relief. In the event of a breach by any owner of any of the Subject Lots of any obligation of this Declaration (the "Defaulting Owner"), the other owners of any Subject Lot which shall be affected by such breach, or the Declarant or its assigns, shall be entitled to obtain an injunction specifically enforcing the performance of such obligation. Any costs and expenses of any such proceeding, including reasonable attorney's fees, (through appeal) shall be paid by the Defaulting Owner.

9. Miscellaneous.


A. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.


B. The Section headings in this Declaration are for convenience only, and shall in no way define or limit the scope or content of this Declaration and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

C. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Declarants have executed this instrument effective the day and year first above written.

  
\_\_\_\_\_  
PRINT WITNESS NAME Roy Boone

  
\_\_\_\_\_  
PRINT WITNESS NAME Jesse Goar

  
\_\_\_\_\_  
Charles G. Mardant, as Trustee of the  
Charles G. Mardant Living Trust dated October  
10, 1991



Roy Boone  
PRINT WITNESS NAME Roy Boone

Jesse Goar  
PRINT WITNESS NAME Jesse Goar

Joyce G. Mardant  
Joyce G. Mardant, as Trustee of the  
Joyce G. Mardant Living Trust dated October  
10, 1991

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this 20<sup>th</sup> day of May, 2021, by **Charles G. Mardant**, as Trustee of the Charles G. Mardant Living Trust dated October 10, 1991, who is () personally known to me or who has () produced \_\_\_\_\_ as identification.


Renee S. Pustay  
Notary Public, State and County Aforesaid  
My Commission Expires: 11/26/21  
My Commission Number GG-162825

STATE OF FLORIDA  
COUNTY OF DUVAL

 **RENEE S. PUSTAY**  
Commission # **GG 162825**  
Expires **November 26, 2021**  
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me by means of physical presence this 20<sup>th</sup> day of May, 2021, by **Joyce G. Mardant**, as Trustee of the Joyce G. Mardant Living Trust dated October 10, 1991, who is () personally known to me or who has () produced \_\_\_\_\_ as identification.

Renee S. Pustay  
Notary Public, State and County Aforesaid  
My Commission Expires: 11/26/21  
My Commission Number GG 162825

 **RENEE S. PUSTAY**  
Commission # **GG 162825**  
Expires **November 26, 2021**  
Bonded Thru Budget Notary Services

## LEASE

THIS LEASE made and executed this \_\_\_\_\_ day of December, 2022, by and between Charles G. Mardant and Joyce G. Mardant, whose address is 1365 Wentworth Avenue, Jacksonville, FL 32259 (hereinafter referred to as "Landlord"), and Klodian Haxhillari, whose address is 3591 Kernan Boulevard, Apt. 509, Jacksonville, Florida 32224 (hereinafter referred to as "Tenant").

### WITNESSETH

That for and in consideration of the rents reserved herein and the mutual covenants and promises contained herein, Landlord and Tenant hereby covenant, promise and agree as follows:

**SECTION 1. PREMISES.** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord all that certain land together with the improvements located on that land and the parking area located on the Land (the Land, Building and paved parking area hereinafter being collectively called the "Leased Premises"). The Leased Premises have a street address of 8929 Phillips Highway, Jacksonville, Florida 32256.

**SECTION 2: (a) TERM.** Subject to the provisions of Section 25 hereof, the term of this Lease shall be for a period of thirty-six (36) months, commencing at 12:01 A.M. on December 1, 2022, if not sooner, and terminating at 11:59 P.M. on November 30, 2025.

The taking of possession of the Leased Premises shall be deemed an acceptance of same by Tenant, and Landlord shall be deemed to have fulfilled its obligations under this subsection.

**SECTION 3. RENT.** Beginning December 1, 2022, Tenant agrees to pay Landlord a fixed minimum rent of Three Thousand (\$3,100.00) Dollars per month payable in advance each month (hereinafter referred to as the "Base Rent"). After the first year, the annual Base Rent shall increase Two Hundred Dollars and 00/100 (\$200.00) per month each year.

If Tenant takes possession of the leased premises on a day other than the first (1st) day of the month, the Tenant shall pay the prorated amount of the rent due to the end of the month, and thereafter, the monthly rental shall be due and payable on the first (1st) day of the month in advance. Rent received after the 5th day of the month shall be deemed delinquent. If rent is not received by the 5th day of each month, Lessee shall pay a late charge of \$10.00 plus a penalty of \$5.00 per day until rent is received in full. Lessee shall pay \$25.00 for each returned check.

**SECTION 4. UTILITIES AND REAL ESTATE TAXES.** Tenant shall be responsible for state sales tax of seven and one-half (7.5%) percent, insurance, and common areas maintenance ("CAM") on the leased premises.

Tenant shall pay for all water, sewer, gas and other utilities used or consumed in or about the Leased Premises. All such charges shall be paid in a timely manner and shall not be allowed to become a lien upon the Leased Premises.

It is the understanding and intent of Landlord and Tenant that Tenant shall pay real estate taxes and insurance on the structure located on the premises. Tenant shall maintain and pay for liability insurance. Tenant shall pay any and all governmental taxes, fees or charges of any nature whatsoever not otherwise assumed by Landlord, including, but not limited to, Florida State sales tax, fees and charges shall be paid with the rent each month.

As additional rent, Tenant agrees to pay, before any fine, penalty, interest or cost may be added thereto for nonpayment thereof, all real estate taxes which may be assessed, levied or imposed upon or in connection with the Leased Premises.

It is the intention of this Lease that the rent specified herein shall be net to the Landlord each month, and that all costs, expenses and obligations of every kind (whether enumerated in this Lease

or not) which relate to the Leased Premises shall be paid by Tenant and Tenant shall indemnify and hold Landlord harmless from such costs and expenses.

No abatement, diminution or reduction of rents or other charges payable by Tenant under this Lease shall be claimed or allowed by Tenant for any inconvenience, interruption, cessation or loss of services or business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of any governmental authority having jurisdiction of the premises, or by priorities, rationing, or curtailment of labor or materials or by war or any matter or things resulting therefrom, or by any other cause or causes, except as specifically provided in this Lease.

**SECTION 5. TIME AND MANNER OF RENT PAYMENT.** Except as otherwise specified herein, all rents due under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, or offset for any reason whatsoever, in such United States of American coin or currency as at the time payment is due is legal tender for the payment of public and private debts. Payments shall be made at the address of Landlord set forth herein, in advance, and in equal monthly installments, on or before the first day of each month during the term of this Lease.

**SECTION 6. SECURITY DEPOSIT.** Landlord hereby acknowledges receipt of \_\_\_\_\_ AND 00/100 (\$.00), as security for the faithful performance and observance by Tenant of the terms and conditions of this Lease. Landlord and Tenant agree that in the event that Tenant defaults in respect of any such terms or conditions, including, but not limited to, the payment of rent, Landlord may use, apply or retain the whole or any part of this security deposit to the extent required for the payment of such rent or other sum as to which the Tenant is in default, or for any sum which the Landlord may expend by reason of Tenant's default, including, but

not limited to, damage to the Leased Premises and the expenses of reletting same, regardless of whether such damage or expenses accrued before or after summary proceedings or other re-entry by Landlord. In the event tenant fully complies with all of the terms and conditions of this Lease the security deposit shall be returned to Tenant within fifteen (15) days after the expiration of the Term of this Lease.

**SECTION 7. USE OF PREMISES.** Tenant may use the Leased Premises for any and all lawful purposes which do not violate any zoning ordinances or covenants and restrictions which may burden the Leased Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Leased Premises. Tenant shall also comply with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter exercising similar functions, and shall comply with all requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Leased Premises. Tenant shall not use, occupy or permit the Leased Premises to be used or occupied for any unlawful, illegal or immoral purposes, nor in such manner as to constitute a nuisance of any kind.

**SECTION 8. ALTERATIONS.** Tenant shall make no changes, alterations, additions, or improvements in or to the Leased Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any and all such alterations approved by Landlord shall be paid for by Tenant, shall be made in a good and workmanlike manner, and in compliance with all applicable permits and authorizations, building and zoning codes, and all other laws ordinances and regulations. Tenant shall prevent any lien or charge from being created on or against the Leased Premises, and

shall discharge all liens or charges for services rendered or materials furnished immediately after said liens arise or said charges become due and payable. Tenant shall not have the authority to subject the Leased Premises to liens, and in no event shall Landlord or the Leased Premises be liable for, or chargeable with, any expense or lien for work, labor or materials used in or about the Leased Premises, or any improvement or change thereof at the request or upon the order of, or to discharge the obligation of, Tenant. All alterations made to the Leased Premises shall automatically become the property of Landlord without expense to Landlord.

**SECTION 9. SIGNAGE.** Tenant shall, at Tenant's expense, be granted the right to install exterior signage on the building and on Phillips Highway. Such installation is conditioned upon local zoning and/or ordinance approval. Upon termination of this Lease, all signage shall revert back to Landlord.

**SECTION 10. MAINTENANCE AND REPAIR.** Tenant shall throughout the term of this Lease, at its own expense, take good care of the interior and exterior of the Leased Premises, excluding structural repairs, including plumbing, wiring, ~~air conditioning and heating equipment~~ and shall make all necessary repairs, to the Leased Premises during its use and occupancy thereof. In addition, Tenant, at its own expense, shall be responsible for the maintenance and repair of the parking area situated upon the Land. Landlord shall, at its own expense, keep the roof and exterior walls of the improvements in good condition and repair, reasonable wear and tear excepted. Tenant is prohibited from creating any materialmen's or mechanics' liens against the Leased Premises, and shall discharge any and all such liens or charges for services rendered or materials furnished immediately after such liens arise (or by bonding such liens from the Leased Premises pursuant to Florida law) or such terms shall be deemed additional rent and immediately become due and payable.

**SECTION 11. RESTRICTIONS.** Tenant shall in no manner deface, waste or otherwise injure any part of the Leased Premises, nor shall Tenant place or permit upon the floor space within the improvements any weight which is obviously excessive and beyond the normal usage specified herein. Tenant agrees to keep the Leased Premises, including all fixtures therein in good condition and repair, clean, neat, orderly and free from any accumulation of trash, waste and other debris, and generally to maintain its appearance. Tenant shall keep all windows and plate glass clean and shall promptly replace all cracked or broken windows and glass in the improvements at its expense, unless such breakage was caused by the negligence of Landlord, its agents or employees. Tenant shall not keep or permit in, upon or about the Leased Premises any highly flammable, explosive, noxious or dangerous material or substance. Tenant shall not use, store or dispose of any hazardous poisonous or toxic wastes on the Leased Premises. Tenant agrees not to engage in or permit in, or upon, or about, the Leased Premises any use or activity which would tend to create or increase fire or other hazards, or that would tend to render insurance upon the improvements void, or that would tend to cause an increase in any insurance premiums on the improvements. Tenant shall keep all excess job materials stacked neatly. All unnecessary materials shall be removed from the premises.

**SECTION 12. INSURANCE.** Landlord shall carry insurance on the structure(s) located on the premises in an amount not less than the replacement value of the structure with a company satisfactory to Landlord.

Tenant shall carry public liability insurance with companies and in amounts reasonably satisfactory to Landlord, but in no event less than \$200,000 for each person who might be injured in or about the premises. Tenant shall also carry such insurance on the contents of the Building as it may deem necessary and acknowledges that Landlord has not insured such contents. Tenant shall