

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

B

Meeting Date: September 16, 2015

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A BUSINESS LEASE EXTENSION BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND FPI PUMPS, INC. FOR PROPERTY LOCATED AT 814 HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

FPI Pumps, Inc., the tenant who occupies the CRA-owned building at 814 Hammondville Road, desires to extend the term of their lease agreement allowing for an extension for an additional two years.

Staff recommends that the CRA Board approve extension of the lease between the Pompano Beach CRA and FPI Pumps, Inc., for an additional two-year period. The current rent is \$4,770 per month, which includes tax, and the tenant is in good standing. The CRA has no immediate plans to demolish the building and FPI Pumps' continued occupancy creates no hardship for the CRA with respect to existing or pending development opportunities.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran *NT* Ext. 7769
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$54,000 anticipated revenue to the CRA for the year

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CRA Attorney</u>	_____	<u>Approval</u>	<u>Email</u>
_____	_____	_____	_____

- CRA Executive Director
- CRA Director
- Finance Director

Chris Brown

S. Sibble

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

To: CRA Board

From: Nguyen Tran, NW CRA Director 

Date: September 16, 2015

Subject: FPI Pumps, Inc. Lease Extension

Issue

FPI Pumps, Inc., the tenant who occupies the CRA-owned building at 814 Hammondville Road, desires to extend the term of their lease agreement allowing for an extension for an additional two (2) years.

Recommendation

Staff recommends that the CRA Board approve extension of the lease between the Pompano Beach CRA and FPI Pumps, Inc., for an additional two-year period.

Background

The lease extension brought before the Board allows for an additional two-year term. The current rent is \$4,770 per month, which includes tax, and the tenant is in good standing. The CRA has no immediate plans to demolish the building and FPI Pumps' continued occupancy creates no hardship for the CRA with respect to existing or pending development opportunities. The CRA anticipates revenue of \$54,000 (not including tax) for the year.



RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AMENDMENT AND EXTENSION AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND FPI PUMPS, INC. FOR PROPERTY LOCATED AT 814 HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Lease Amendment and Extension Agreement between the Pompano Beach Community Redevelopment Agency and FPI Pumps, Inc. for property located at 814 Hammondville Road (the "Agreement"), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement between the Pompano Beach Community Redevelopment Agency, and FPI Pumps, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of September, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

LEASE AMENDMENT AND EXTENSION AGREEMENT

This Lease Amendment and Extension Agreement is made on _____, 2015, by and between the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, located at 100 W. Atlantic Boulevard, Pompano Beach, County of Broward, State of Florida (“Lessor”), and **FPI PUMPS, INC.** of 814 Hammondville Road, Pompano Beach, Florida 33060 (“Lessee”).

RECITALS

Pursuant to the Lease dated September 20, 2011 (the “Lease”), Lessee let from Lessor property located at 814 Hammondville Road, City of Pompano Beach, County of Broward, State of Florida (the “Premises”), and more specifically described in the Lease, for a term which expires on September 30, 2015 (the “Lease Termination Date”).

Lessor and lessee desire to extend the Lease for a term of 2 years from the Lease Termination Date.

Therefore, in consideration of the mutual promises contained in this Lease Amendment and Extension Agreement, the parties agree as follows:

Section I Construction

This Lease Amendment and Extension Agreement shall be construed in conjunction with the attached Lease (“Exhibit A”) and, except as amended by this instrument, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect and are ratified and confirmed by this instrument.

Section II Defined Terms

All terms used in this Lease Amendment and Extension Agreement shall have the meanings ascribed to them in the Lease unless otherwise defined in this instrument.

Section III Term

The term of the letting of the premises shall be extended to and shall terminate on September 30, 2017. This Lease Amendment and Extension Agreement may be terminated by either party by ninety (90) days prior written notice.

Section IV Base Rent

The Base Rent remains unchanged with this Lease Amendment and Extension Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Amendment and Extension Agreement on _____, 2015.

LESSOR:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President

and

By: _____

Christopher J. Brown
a managing member

LESSEE:

Adri Esteban

FPI PUMPS, INC., a Florida corporation

Print Name: *Adriane Esteban*

BY: _____

William H. Stiles
William H. Stiles, President

Print Name: *MARGARET GALLAGHER*

Exhibit “A”

RESOLUTION NO. 2012-77

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A LEASE AMENDMENT AND EXTENSION AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND FPI PUMPS, INC. FOR PROPERTY LOCATED AT 814 HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Lease Amendment and Extension Agreement between the Pompano Beach Community Redevelopment Agency and FPI Pumps, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement between the Pompano Beach Community Redevelopment Agency and FPI Pumps, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 17 day of July, 2012.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

LEASE AMENDMENT AND EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 17th day of July,
2012, by and between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "Lessor,"

and

FPI PUMPS, INC., a Florida corporation, of 814 Hammondville Road, Pompano Beach, Florida 33060, referred to here as "Lessee."

WITNESSETH:

WHEREAS, the CRA entered into a Business Lease Agreement with Lessee for the property located at 814 Hammondville Road, Pompano Beach, Florida, ("Original Agreement"), and approved by Resolution No. 2011-79; and

WHEREAS, the parties now desire to extend the Original Agreement for an additional three (3) years and amend the cancellation period; and

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth Lessor and Lessee agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement executed on September 20, 2011, shall remain in full force and effect except as specifically amended hereinbelow.

3. Section III, Term, of the Original Agreement shall be amended as follows:

**Section X
Term**

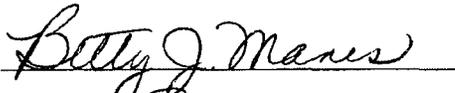
This lease agreement is effective the day executed by both parties and will terminate on ~~September 30, 2012~~ September 30, 2015. This Lease Agreement may be terminated by either party by ~~thirty (30)~~ ninety (90) days prior written notice. The Lessee will completely remove from the property of any personal property, equipment, materials and debris at the termination of the lease.

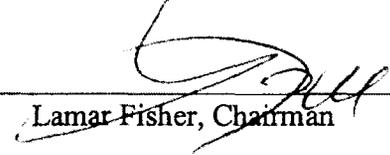
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

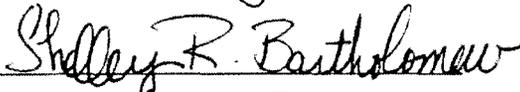
“LESSOR”:

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**


Print Name: Betty J. MAWES

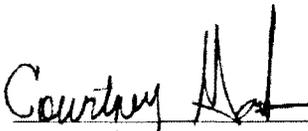
By: 
Lamar Fisher, Chairman


Print Name: Shelley R. Bartholomew

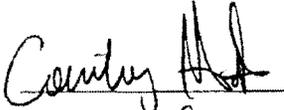
ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company


Print Name: Courtney Gaskins

By: MetroStrategies, Inc., a Florida corporation
a managing member


Print Name: Courtney Gaskins

By: 
Kim Briesemeister, President

and
By: 
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of July, 2012 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Christine Wodka
NOTARY PUBLIC, STATE OF FLORIDA

Christine Wodka
(Name of Acknowledger Typed, Printed or Stamped)

EE 136205
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of July, 2012 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Mitzi A Scott
NOTARY PUBLIC, STATE OF FLORIDA

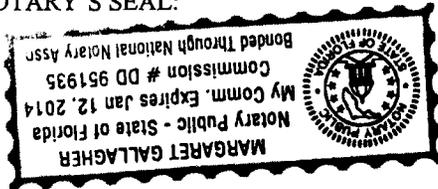
Mitzi A Scott
(Name of Acknowledger Typed, Printed or Stamped)

EE075952
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of July, 2012, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Margaret Gallagher
NOTARY PUBLIC, STATE OF FLORIDA

MARGARET GALLAGHER
(Name of Acknowledger Typed, Printed or Stamped)

DD 951935
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of JULY, 2012, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MARGARET GALLAGHER
(Name of Acknowledger Typed, Printed or Stamped)

DD 951935
Commission Number

"LESSEE":

[Signature]
Print Name: NGUYEN THANH

[Signature]
Print Name: MARGARET GALLAGHER

FPI PUMPS, INC., a Florida corporation

BY: [Signature]
William H. Stiles, President

/jrm
7/11/12
l:agr/cra/2012-1308

LEASE AMENDMENT AND EXTENSION AGREEMENT

This lease amendment and extension agreement is made on _____, 2012, by and between the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, located at 100 W. Atlantic Boulevard, Pompano Beach, County of Broward, State of Florida, referred to here as "Lessor," and **FPI PUMPS, INC.** of 814 Hammondville Road, Pompano Beach, Florida 33060, referred to here as "Lessee."

RECITALS

Pursuant to the lease dated September 20, 2011 ("Lease"), Lessee let from Lessor property located at 814 Hammondville Road, City of Pompano Beach, County of Broward, State of Florida (the "premises"), and more specifically described in the lease, for a term which expires on September 30, 2012 (the "lease termination date").

Lessor and lessee desire to extend the lease for a term of 3 years from the lease termination date.

Therefore, in consideration of the mutual promises contained in this lease amendment and extension agreement, the parties agree as follows:

Section I Construction

This lease amendment and extension agreement shall be construed in conjunction with the attached lease ("Exhibit A") and, except as amended by this instrument, all of the terms, covenants, and conditions of the lease shall remain in full force and effect and are ratified and confirmed by this instrument.

Section II Defined Terms

All terms used in this lease amendment and extension agreement shall have the meanings ascribed to them in the lease unless otherwise defined in this instrument.

Section III Term

The term of the letting of the premises shall be extended to and shall terminate on September 30, 2015. This Lease Amendment and Extension Agreement may be terminated by either party by ninety (90) days prior written notice.

Section IV Base Rent

The Base Rent remains unchanged with this Lease Amendment and Extension Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Amendment and Extension Agreement on July 17th, 2012.

LESSOR:"

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

Print Name: BETTY J. MANES
Shelley R. Bartholomew

ATTEST:
[Signature]
Margaret Gallagher, Secretary

Print Name: Shelley R. Bartholomew

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Courtney Gaskins

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: COURTNEY GASKINS

By: [Signature]
Kim Briesemeister, President

Courtney Gaskins

and
By: [Signature]

Print Name: COURTNEY GASKINS

Christopher J. Brown
a managing member

"LESSEE":

Nguyen Son

FPI PUMPS, INC., a Florida corporation

Print Name: NGUYEN TRAN

BY: [Signature]
William H. Stiles, President

[Signature]
Print Name: MARGARET GALLAGHER

" EXHIBIT A "

BUSINESS LEASE
between
POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
and
FPI PUMPS, INC.

This Lease Agreement is made and executed on September 20, 2011, by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, located at 100 W. Atlantic Boulevard, Pompano Beach, County of Broward, State of Florida, referred to here as "Lessor," and FPI PUMPS, INC. of 814 Hammondville Road, Pompano Beach, Florida 33060, referred to here as "Lessee."

RECITALS

1. Lessee desires to lease a commercial property unit from Lessor.
2. Lessor has available certain commercial property for lease for a limited time as Lessor intends to use the property for other purposes in the near future.

Accordingly, Lessee leases from Lessor commercial property under the following terms and conditions:

Section I
Location

The property leased to Lessee is located at 814 Hammondville Road, City of Pompano Beach, County of Broward, State of Florida, and is further described in Exhibit "A" attached hereto and made a part hereof.

Section II
Rent

Lessee agrees to pay for the above-described property the sum of Four Thousand Five Hundred Dollars (\$4,500.00), plus any tax, per month, such rent being subject to change during the terms of this agreement by the Lessor. Rental payment shall be paid in advance and is due during the first week of each month. In addition to the rental sum of \$4,500.00 per month, the Lessee agrees to pay the last month's rent in advance, at the time of the first month's rental payment.*

Section III
Security

A security deposit of Four Thousand Five Hundred Dollars (\$4,500.00) is required on execution of this agreement and is refundable to Lessee subsequent to termination of this lease and satisfactory compliance with all of its terms and conditions.*

* ALREADY SUBMITTED + SATISFIED IN PREVIOUS LEASE *[Signature]* 8/24/2011

**Section IV
Use**

Lessee leases the property for commercial/industrial purposes only and shall, therefore, not sublet any portion of the quarters under any circumstances or use the premises for other purposes.

**Section V
Utilities**

All utility charges in connection with this lease are the responsibility of Lessee.

**Section VI
Alterations**

Property leased shall not be altered by Lessee without prior written authorization from the Lessor.

**Section VII
Maintenance**

Lessee agrees to maintain the property in a neat and clean manner and not to commit waste. If applicable, yard areas shall be maintained by Lessee in good condition and Lessee agrees to keep the lawn neatly trimmed. On the failure of Lessee to maintain the yard areas, Lessor may do so, charging Lessee the cost of such maintenance, which cost shall be billed directly to Lessee. No environmental contamination shall occur on the property during the time of the lease. Should environmental contamination occur, the lessee is responsible for any costs incurred to mitigate same.

**Section VIII
Inspection**

Lessor reserves the right to inspect leased property at all reasonable hours in order to insure compliance with this lease agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to Lessee, including inspection by a licensed environmental engineer to determine that no environmental contamination has occurred during the term of the lease. Lessee agrees to observe those rules and regulations in connection with the use of the property and Lessee's obligations and responsibilities under this agreement.

**Section IX
Recovery of Costs and Fees**

Any violation of this agreement or the nonpayment of any rent when due and unpaid shall be sufficient cause for eviction from the premises on three (3) days written notice of the violation by registered mail or by personal service. If suit is brought to collect rent or damages or to cause

eviction from the premises, or to collect the costs of repairs to the premises, Lessee agrees to pay costs of the action including attorney's fees.

**Section X
Term**

This lease agreement is effective the day executed by both parties and will terminate on September 30, 2012. This Lease Agreement may be terminated by either party by thirty (30) days prior written notice. The Lessee will completely remove from the property of any personal property, equipment, materials and debris at the termination of the lease.

**Section XI
Notices**

Christopher J. Brown, Co-Executive Director, Pompano Beach CRA, is Lessor's Agent. All notices to Lessor and all payments must be sent to Lessor's Agent at 100 W. Atlantic Blvd., Suite 276, Pompano Beach, FL 33060, unless Lessor gives Lessee written notice of a change. Lessor's Agent may perform inspections on behalf of Lessor. All notices to Lessor shall be given by certified mail, return receipt requested, or by hand delivery to Lessor or Lessor's Agent.

**Section XII
Condition of the Unit**

Lessee has had an opportunity to inspect the property or is presently in possession of the property and accepts the property "as is".

Lessor shall have no maintenance responsibilities, including matters relating to building codes. Lessee assumes all risk for the condition of the property, but Lessee has no obligation to repair.

Nothing in this lease makes Lessor responsible for any condition created or caused by the negligent or wrongful act or omission of Lessee, any member of Lessee's family, or any other person on the Premises with Lessee's consent.

**Section XIII
Assignment and Subleasing**

Lessee may not assign the Lease or sublease all or any part of the property without first obtaining Lessor's written approval and consent to the assignment or sublease.

**Section XIV
Risk of Loss**

Lessor shall not be liable for any loss by reason of damage, theft, or otherwise to the tools, equipment, contents, belongings and personal effects of the Lessee, or Lessee's family, agents, employees, guests, or visitors located in or about the property, or for damage or injury to

Lessee or Lessee's family, agents, employees, guests or visitors. Lessor shall not be liable if such damage, theft, or loss is caused by Lessee, Lessee's family, agents, employees, guests, or visitors.

Section XV Taxes

Lessee agrees to pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises, provided, however, that if any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor all taxes actually paid on Lessee's behalf.

Section XVI Subordination

The Lease is subordinate to the lien of any mortgage encumbering the fee title to the property from time to time.

Section XVII Lessee's Covenants

Lessee further covenants and agrees as follows:

A. To maintain at all times during the lease term, at Lessee's cost, a comprehensive commercial general liability insurance policy naming Lessor as additional insured, protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 combined single limit, bodily injury and property damage liability per occurrence. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the State of Florida. For all owner, non-owned and leased automobiles and other vehicles used by Lessee in connection with Lessee's use of the Premises, Lessee shall procure and maintain at all times during the term of the lease, at Lessee's expense comprehensive automobile liability insurance in the amount of \$1,000,000.00 combined single limit, bodily injury and property damage liability per occurrence.

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

the premiums on that insurance will be considered additional rental to be paid by Lessee to Lessor on demand.

B. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

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

D. At Lessee's expense, to perform all maintenance and repair required to keep the air-conditioning equipment serving the leased premises in good operating condition during the term of this lease and any renewal term.

E. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

Section XVIII

Liens

Lessee shall not have the right or authority to encumber the property or to permit any person to claim or assert any lien for the improvement or repair of the property made by Lessee. Lessee shall notify all parties performing work on the property at Lessee's request that the Lease does not allow any liens to attach to Lessor's interest.

**Section XIX
Miscellaneous**

- A. Time is of the essence of the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Lessor and Lessee, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- E. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the property is located.

**Section XX
Radon gas and Lead-Based Paint Notification**

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

Lead-Based Paint Disclosure: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on September 20, 2011.

"LESSOR":

Signed, Sealed and Witnessed
In the Presence of:

Christine Wodka
Print Name: Christine Wodka

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: [Signature]
Laurie Fisher, Chairman

ELISE OCHIPA
Print Name: ELISE OCHIPA

ATTEST:
Margaret Gallagher
Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

J Paris
Print Name: J Paris

By: MetroStrategies, Inc., a Florida corporation
a managing member

J Paris
Print Name: J Paris

By: Kim Briggance
Kim Briggance, President

and
By: Christopher J. Brown
Christopher J. Brown
a managing member

"LESSEE":

Tom Schneider
Print Name: Tom Schneider

FPI PUMPS, INC., a Florida corporation

William H. Stiles
Print Name: William H. Stiles

BY: William H. Stiles
William H. Stiles, President

/jrm
8/15/11
L:realest/cra/2011-1549

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Folio: 4842 35 000880

35-48-42 E 130 of W ½ of S1/2 of NW ¼ of SW ¼ of SW ¼ less BEG NE COR of W ½ of S ½

Folio: 4842 35 040 0210

35-48-42 N 335.99 of S 635.99 of E 129.96 of W ¼ of SW ¼ of SW ¼ of SW 1/4