

RESOLUTION NO. 18-158

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING THE ATTACHED LEASE BETWEEN THE CRA AND FLORIDA STRAITS CONCH COMPANY, INC d/b/a CONCH REPUBLIC SEAFOOD COMPANY, FOR PROPERTY LOCATED AT 631 GREENE STREET; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the attached Lease between the CRA and Florida Straits Conch Company, Inc. d/b/a Conch Republic Seafood Company is hereby approved.

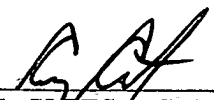
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 1st day of May, 2018.

Authenticated by the presiding officer and Clerk of the Agency on May 2, 2018.

Filed with the Clerk May 2, 2018.

Chairman Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CRAIG CATES, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK

Lease Agreement

between

**Caroline Street Corridor and Bahama Village Community
Redevelopment Agency**

as Landlord

and

Florida Straits Conch Company, Inc.

as Tenant

Dated May 1, 2018

THIS LEASE is made as of the 1st day of May, 2018 by and between the LANDLORD and TENANT identified below:

1. INFORMATION PROVISIONS: Information provisions in this section are intended to provide a summary of the corresponding sections of this lease and are in no way inclusive of the complete terms and conditions of this lease.

1.1 LANDLORD'S NAME & MAILING ADDRESS:

Caroline Street Corridor and
Bahama Village Community
Redevelopment Agency,
P.O. BOX 6434
KEY WEST, FL 33040

1.2 TENANT'S NAME & MAILING ADDRESS:

Florida Straits Conch Company, Inc.
631 Greene Street
Key West, FL 33040

TENANT'S TRADE NAME: Conch Republic Seafood Company

1.3 GUARANTOR (S) AND ADDRESS:

1.4 DEMISED PREMISES (Section 2): **as per EXHIBIT "A"** located at **631 Greene Street** in the Historic Seaport (hereinafter referred to as the "Property").

16,289 NET USABLE SQUARE FEET comprised of:

Restaurant and Bar	10,840
Outdoor Dining	1,304
Office	2,591
Fish House	971
Outdoor Storage/Utilities	583
Commercial Trap Storage	3,000
(excluded from rent calculations)	

PROPORTIONATE SHARE OF THE TOTAL NET USABLE SQUARE FEET:

TENANT'S Proportionate Share is based upon TENANT'S Net Usable Square Feet as it relates to the Total Net Usable Square Feet of the Property

Property Common Area is defined as all facilities furnished by the LANDLORD and designated for the general use in common, with other occupants of the Property, including TENANT, their officers, agents, employees and customers, and the general public, including but not limited to any of the following which may have been furnished by LANDLORD: lavatories, parking areas, driveways, entrances, and exits thereto, pedestrian sidewalks and ramps, landscapes areas, and other similar facilities, and all areas which are located within the Property and which are not leased to tenants.

Common Area Maintenance (CAM) charges will be based upon the methodology and the square feet as described in the Maximus CAM report which provides that additional outdoor areas be factored at 50%. This includes any area that is available for exclusive use of the tenant therefore CAM square footage is:

Restaurant and Bar	10,840
Outdoor Dining	652

Office	2,591
Fish House	971
Outdoor Storage/Utilities	291

TOTAL CAM SQUARE FEET 15,345

- 1.4.1 **EXPANSION/RIGHT OF FIRST REFUSAL:** LANDLORD is in the planning phase of replacing the existing storage building located in the rear of the Fish House building occupied by TENANT. **TENANT shall have the right to lease up to 1000 square feet of additional space in the new building replacing the existing storage building for its permitted uses and without sublet to others, at the then current market rent to be negotiated. TENANT shall notify LANDLORD of its intention to exercise this right of refusal by providing written notice to LANDLORD within 30 days of the issuance of a certificate of occupancy for the new storage building failing which this right shall expire and be of no force or effect. In the event LANDLORD elects not to demolish or replace the existing storage building TENANT has the right, but no obligation, to lease up to 1000 square feet of the existing building on the same terms and conditions as offered to the general public.**
- 1.5 **TERM (Section 3.): TEN (10) YEARS**
- 1.5.1 **COMMENCEMENT DATE:** Effective May 1, 2018 or as of the date of approval by the LANDLORD as acknowledged by TENANT'S written statement
- 1.5.2 **RIGHT TO TERMINATE:** Upon default as provided herein.
- 1.5.3 **RIGHT TO RENEW:** This Lease may be renewed upon rent and terms to be negotiated by the parties and in accordance with the City of Key West Code of Ordinances.
- 1.6 **MINIMUM RENT FOR TERM (Section 4):** The base rent and base rent increases for the term and any renewals thereof as **per EXHIBIT "B"** attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased.
- 1.6.1 **ADDITIONAL RENT:** Tenant shall pay its Proportionate share of CAM, Real Estate Taxes, Insurance, Sales, Use or Excise Taxes together with Management and Administrative fees estimated as per **EXHIBIT "B"**, and any and all other sums of money or charges required to be paid by TENANT pursuant to the provisions of this lease.
- 1.6.2 **RENT PAYMENT DUE DATE:** Payable in advance on the first (1st) of each and every month of the term hereof.
- 1.6.3 **LATE CHARGE:** 15% of the amount in arrears if received after the fifth day of each and every month together with an administrative fee of \$50.00 for processing late payments.
- 1.6.4 **PERCENTAGE RENT:** of TENANT'S Gross Sales in excess of the "Percentage Rent Base Amount" as **per EXHIBIT "B"**.
- 1.6.5 **HOLD OVER RENT:** 150% of the Minimum Base rent during the last year of the expiring term.
- 1.6.6 **RENT CONCESSIONS:** None
- 1.7 **SECURITY DEPOSIT (Section 5):** \$ Equal to one month's base rent.

- 1.8 **PERMITTED USE (Section 6):** Operation of a restaurant with alcohol sales containing 232 licensed seats, live entertainment, wholesale and retail fish market, retail area for logo apparel, gifts, souvenirs. **Repair, maintenance, and storage of the lobster traps and ancillary equipment of the commercial lobster trapping enterprise Fryde Conch, LLC** which is operated by Harvey Watkins so long as he operates and/or retains the controlling interest in the LLC. In the event that Harvey Watkins ceases operation or no longer has controlling interest of Fryde Conch LLC the rights to store traps will cease and TENANT'S leasehold interest in that portion of the demised premises shall terminate with no further action by LANDLORD. LANDLORD agrees to continue to provide storage of the lobster traps and ancillary equipment for up to eighteen months to facilitate the re-location thereof. TENANT acknowledges that this portion of the demised premises is being provided by LANDLORD as an accommodation and that no rental is being collected by LANDLORD for this trap storage area.
- 1.9 **INSURANCE: (Section 9)** \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence commercial liability minimum
- 1.10 **ASSIGNMENT OR SUBLETTING: (Section 10)** Allowed with LANDLORD'S approval
- 1.11 **UTILITIES: (Section 17)** The TENANT shall pay for all utilities associated with the use of the Demised Premises.

INITIALS: LANDLORD



TENANT



WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for one dollar (\$1.00) and other good and valuable consideration by each of the parties unto the other, in hand paid simultaneously with the execution and delivery of these presents, the receipt of which is hereby acknowledged, have agreed as follows:

2. DEMISED PREMISES - TENANT shall relinquish portions of the previously leased areas described as storage building areas, retail space, outside walkways and parking areas, retail booth and plaza space, except that the functions of solid waste and recycling disposal and pick up shall remain in the former lease area known as the dirt lot, or another location on City property within 125 feet of the Demised Premises and the off street loading and delivery zone for TENANT shall remain in the current location proximate to the Fish House.

TENANT agrees that the Fish House may be re-located, so long as any operational disruption is minimized by LANDLORD coordination with TENANT to design and manage the Fish House construction and build-out to allow the relocation without any material operational disruption, into a comparable area in the anticipated new building so long as the substituted usable area meets or exceeds the current net usable area of the Fish House operation within the Demised Premises and so long as the visibility, access and function of the Fish House are not negatively impacted. LANDLORD agrees that any change in square footage will not change the rent or Common Area Maintenance Charges square footage. TENANT shall have the right to occupy the new space and operate in tandem for up to 90 days to ensure a smooth re-location before vacating the existing space. LANDLORD shall pay the reasonable re-location costs in connection therewith. Reasonable costs shall include all expenses incurred as a result of the LANDLORD'S election to construct a new Fish House facility and provide TENANT with a comparable facility to that existing at the time of the re-location.

Should LANDLORD proceed with the replacement of the existing storage building and Fish House a

loading/delivery area as well as solid waste and recycling will be provided in a Common Area location for TENANT'S non-exclusive use, at a location proximate to Tenant's lease premises.

TENANT agrees to provide an on-site area not to exceed 3,000 square feet at the rear of the public parking lot and as shown on Exhibit "A" for the operation, repair, maintenance and storage of the commercial lobster traps associated with the existing commercial lobster business Fryde Conch, LLC operated on site by Harvey Watkins. TENANT agrees that they will use their best efforts to minimize the area required for trap storage and the trap storage area will revert to public parking during the commercial lobster season when the traps are in the water. The trap storage area may be expanded for a maximum of 30 days immediately following the closure of the harvesting season of each year to a maximum of 6000 square feet or a depth of 62 feet measured from the rear of the public parking lot to facilitate repairs and stacking traps. The trap storage area shall not be considered a portion of the TENANT'S Net Usable Square Feet for the purposes of calculating rent or CAM charges.

TENANT shall have the right to utilize a portion of the plaza area adjacent to the premises from time to time for events that are not subject to special event permits and do not materially interfere with public access to the waterfront, not to exceed a weekly average of 2.5 events per week on an annualized basis.

Upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time by the TENANT of the rents hereinafter set forth, and in consideration of the performance continuously by the TENANT of each and every one of the covenants and agreements hereinafter contained by the TENANT to be kept and performed, the LANDLORD does hereby lease, let, and demise unto the TENANT, and the TENANT does hereby lease of and from the LANDLORD, the following Demised Premises situated, lying, and being in Monroe County, Florida: That portion of the Property outlined and/or crosshatched on Exhibit "A" which depicts the Net Usable Square Feet of the Demised Premises. Net Usable Square Feet is defined as all interior floor space, any second-floor space, storage, covered dining areas and commercially used outdoor areas or any other area set aside for the exclusive use and economic benefit of the Tenant and containing the approximate dimensions and area measured in accordance with the published BOMA/ANSI standard for calculating net usable floor area for stores. It is agreed that the Net Usable Square Feet for the purpose of any calculations which are based on Net Usable Square Feet is as stated in Section 1.4. It is agreed that TENANT'S Proportionate Share is based upon TENANT'S Net Usable Square Feet as it relates to the Total Net Usable Square Feet of the Property. LANDLORD reserves the right to re-measure the Demised Premises from time to time and to adjust the TENANT'S Net Usable Square Feet and the rent or rental rate applied to the square footage as determined by any re-measurement or change in use. TENANT accepts the Demised Premises in an "as is", "where is" condition and acknowledges that LANDLORD has no obligations for any construction or improvements in connection with TENANT'S occupancy of the Demised Premises except for LANDLORD repairs pursuant to section 14.1 and Section 19 hereof.

Property Common Area is defined as all facilities furnished by the LANDLORD and designated for the general use in common, with other occupants of the Property, including TENANT, their officers, agents, employees and customers, and the general public, including but not limited to any of the following which may have been furnished by LANDLORD: lavatories, parking areas, driveways, entrances, and exits thereto, pedestrian sidewalks and ramps, landscapes areas, and other similar facilities, and all areas which are located within the Property and which are not leased to tenants.

3. **TERM** - The term of this Lease shall be for Ten (10) years which shall commence on the date of approval by the LANDLORD and shall end at the completion of the tenth lease year unless sooner terminated as provided for herein. Upon occupancy TENANT shall furnish LANDLORD a written statement stating the TENANT has accepted the Demised Premises for occupancy and setting forth the actual commencement and expiration dates of the Lease. TENANT'S written statement shall become attached to and incorporated into this lease as Exhibit "D". In the absence of TENANT'S written statement, the lease term shall remain as stated above. A Lease Year is the twelve-month period beginning on the commencement date of each year and ending at the conclusion of the same date one year later. If possession of the Demised Premises shall for any reason not be delivered to Tenant on the

Commencement Date, this Lease shall nevertheless continue in full force and effect, and no liability whatsoever shall arise against LANDLORD out of any delay other than the abatement of rent.

3.1 **Right to Terminate** – Upon default as provided herein.

3.2 **Right to Renew** – This Lease may be renewed upon rent and terms to be negotiated by the parties in accordance with the City of Key West Code of Ordinances. The rent and terms of the renewal term must be acceptable to both the LANDLORD and the TENANT in their absolute discretion and must be set forth in written addendum to this Lease.

4. **RENT** - The base rent and base rent increases for the term and any renewals thereof as **per EXHIBIT "B"** attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased. All rentals provided for herein shall be payable in advance, without prior demand therefore and without deductions or setoffs for any reason whatsoever on the first day of each and every month of the term hereof.

4.1 **Late Charges.** Any monthly rental not received by the fifth day of the month shall incur a late fee equal to fifteen percent 15% of the amount in arrears. In addition, all payments received after the due date shall incur a **\$50.00** administrative fee to cover the costs of collecting and processing late payments. LANDLORD shall have no obligation to accept less than the full amount of all installments of rental, additional rental or other amounts due hereunder and interest thereon which are due and owing by TENANT to LANDLORD. If LANDLORD accepts less than the full amount owing, LANDLORD may apply the sums received toward such TENANT'S obligations, as LANDLORD shall determine in its sole discretion, without waiving LANDLORD'S remedies for default.

4.2 **Interest on Rent.** Rent and additional rent not paid within fifteen (15) days of when due and shall bear interest from the date due until paid at the highest rate permitted by law.

4.3 **Obligation to Survive.** TENANT'S obligation to pay rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Lease.

4.4 The rent reserved under this Lease for the term hereof shall be and consist of:

(a) Beginning with the commencement date and throughout the term of this Lease, TENANT agrees to pay to the LANDLORD as and for minimum rent for the Demised Premises the annual amount, in equal monthly installments, in advance, on the first day of each and every calendar month, as per **EXHIBIT "B"**. In the event the rent commencement date is other than the first day of a calendar month, the rent for the partial first calendar month of the term will be prorated on a daily basis and payable on the commencement date.

(b) Simultaneously with each such payment, TENANT agrees to pay to LANDLORD any sales, use or excise tax imposed or levied against rent or any other charge or payment required hereunder to be made by TENANT which tax has been imposed or levied by any governmental agency having jurisdiction thereof, this shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed.

(c) Commencing with the 1st day of the Term, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share, as stated in Section 1.4, of Common Area Maintenance Charges in Monthly Installments as specified herein. Common Area Charges will be based upon the methodology established for allocating expenses in the Maximus Study and Report.

The Common Area Maintenance Charges are based on the Estimated Common Area Maintenance

Charges attached hereto as **EXHIBIT "B"** These charges are only estimates. The TENANT shall be responsible for all Common Area Maintenance Charges actually incurred on a pro rata assessment basis. Any increase in the common area charges shall result in an increase in the TENANT'S Common Area Maintenance Charges. Common Area Maintenance Charges for controllable expenses assessed after the base year shall not increase in any given year by more than 5% of the previous year's common area assessment for controllable expenses. The base year for the purpose of limiting increases in Common Area Maintenance Charges shall be the first year of the term of this lease. This limitation shall apply only to those services included in the base year's common area charges. Any services charged for that are not included in the base year's charges shall not be limited by this 5% cap nor shall they be included for determining this 5% cap.

Common Area Maintenance Charges shall include any and all expenses reasonably incurred in the operation and maintenance of the Property Common Area including but not limited to management and administrative fees, salaries and compensation paid in connection with operations, maintenance and administration, amortization (including interest) of equipment and facilities acquired and used for maintenance, to reduce energy usage, to otherwise reduce operating costs or common area seasonal decorating or redecorating. Major capital improvements will not be included in Common Area Maintenance Charges unless those improvements reduce expenses and if so the improvements will be amortized over the useful life of the equipment as determined by the manufacturers' specifications or IRS depreciation regulations.

Monthly installments shall be due and payable on the 1st day of each calendar month during the Term. The installments set forth herein represent TENANT'S Proportionate Share of the estimated Common Area Maintenance Charges at the Commencement Date. Thereafter, LANDLORD shall, prior to the beginning of each calendar year, estimate the expected Common Area Maintenance Charges for the coming calendar year and TENANT'S Proportionate Share thereof, 1/12th of which shall constitute the Monthly Installments for such year; provided such installments shall never be lower than the installments specified herein. Within 90 days after the end of each year, LANDLORD shall calculate the actual Common Area Maintenance Charges paid or payable during the prior calendar year, and there shall be an adjustment between LANDLORD and TENANT so that LANDLORD shall receive the actual amount of TENANT'S annual Proportionate Share for said year. If TENANT'S Proportionate Share is less than the amount paid by TENANT during the prior year, LANDLORD shall, at its option, pay TENANT the difference between the amount received and the amount actually due, or credit such difference against TENANT'S next succeeding installments. If TENANT'S Proportionate Share is greater than the amount paid by TENANT during the prior year, TENANT shall pay LANDLORD the difference between the amount paid by TENANT and the amount actually due upon LANDLORD billing TENANT for same. LANDLORD agrees to keep, at its principal office, records relating to said Common Area Maintenance Charges. TENANT shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Charges. Such audit shall be made during normal business hours; not unreasonably interfere with LANDLORD'S office operations; shall be performed by TENANT, TENANT'S chief financial officer, or a CPA selected by TENANT; shall not be made more often than once during each calendar year; and shall be limited to the preceding calendar year. If TENANT desires to audit said records as aforesaid, TENANT shall notify LANDLORD 30 days in advance thereof, commence said audit within 60 days of said notice, and once commenced, diligently complete the same. If any such audit shows the amount of such charges to TENANT was overstated, LANDLORD shall refund any such overcharge.

Commencing with the 1st day of the Term, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share as stated in Section 1.4 of the Real Estate Tax Expense which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Property against the land, buildings, store rooms, Common Areas and all other improvements within the Upland Property (excluding any public area which will not be taxed and excluding the Marina), together with any and all expenses incurred by LANDLORD in negotiations, appealing or contesting such taxes and assessments.

Real Estate Tax Expense shall not include any additional charges or penalties incurred by LANDLORD due to late payment of Real Estate Taxes. In the event that any of the public area excluded later becomes taxable or is determined to be taxable then it shall be included for purposes of determining TENANT'S proportionate share.

TENANT'S Proportionate Share of Real Estate Taxes shall be paid as part of the Common Area Charges provided for herein. The 5% cap limitation provided for in Section 3(c) shall not be applicable to this particular common area charge.

Commencing with the 1st day of the Term, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share as stated in Section 1.4, of the Insurance Expenses which shall include all insurance premiums incurred by the LANDLORD in insuring the Property including hazard and liability insurance for any and/or all buildings, improvements and common areas.

TENANT'S Proportionate Share of Insurance expenses shall be paid as part of the Common Area Charges provided for herein. The 5% cap limitation provided for in Section 3(c) shall not be applicable to this particular common area charge.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by TENANT to LANDLORD, whether by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are to be used to fund the same governmental functions as were funded by ad valorem taxes, TENANT shall be responsible for and reimburse LANDLORD for the amount thereof, as the case may be, as additional rent, 7 days before the date that any penalty or interest would be added thereto for non-payment or, at the option of LANDLORD, the same shall be payable in the manner provided for in the preceding paragraph. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

Initial here if applicable

LANDLORD  _____ TENANT _____

(d) In addition to the foregoing rent, TENANT agrees to pay LANDLORD as Percentage Rent a sum equal to 6% multiplied by an annual Gross Sales per Lease Year in excess of the Percentage Rent Base Amount. The Percentage Rent Base Amount is calculated by dividing the current annual Base Rent by six percent (6%). Within twenty (20) days following the end of each month of each Lease Year, TENANT shall forward to LANDLORD a statement of Gross Sales together with an accurate and complete copy of the State of Florida Department of Revenue, Sales and Use Return Form DR-15 (or such forms as the State of Florida shall hereafter substitute for said form) showing the full amount of Tenant's Gross Receipts from the Demised Premises during the previous month. The statement of Gross Sales must be in affidavit form. TENANT is subject to a fifty-dollar (\$50.00) late submission penalty should TENANT not furnish to LANDLORD copies of Form DR-15 by the twentieth (20th) day of each month. Failure of Tenant to timely submit any monthly report shall entitle LANDLORD to estimate Gross Sales based upon available data (with a reconciliation upon receipt of the final report), and TENANT shall be obligated to pay percentage rent on such estimated Gross Sales. If by the end of any such preceding month the Gross Sales in the Demised Premises during such Lease Year shall exceed the Percentage Base Rent Amount, TENANT shall pay to LANDLORD, at the time of delivery of said Statement, an amount equal to the Percentage Rent times the Gross Sales exceeding the Percentage Rent Base Amount, less the Percentage Rent, if any, previously paid by TENANT to LANDLORD during that Lease Year. TENANT shall also furnish to LANDLORD within thirty (30) days after the expiration of each full Lease Year, a complete statement showing in all reasonable detail the amount of Gross Sales made by TENANT from the Demised Premises during the preceding Lease Year.

"Gross Sales" shall mean the amount of sales of all merchandise or services sold or rendered at or derived from the use of the Demised Premises by TENANT or any sub-TENANT, licensee, etc. TENANT may deduct from Gross Sales: (i) any refunds to customers, provided they have been included in Gross Sales; and (ii) the amount of any sales tax levied upon retail sales and payable over to the appropriate governmental authority (iii) **dockage revenues that are passed through to the LANDLORD.**

TENANT agrees to keep, at its principal office, records in accordance with generally accepted accounting practices, in which said Gross Sales shall be recorded. Such records shall be open for inspection by LANDLORD or its agents, including accountants retained for that purpose, during reasonable business hours for the Term and for at least 3 years thereafter.

Pursuant to City Ordinance Section 2-872, In addition to other periodic reviews, all city leases, franchises, concessions and other agreements wherein percentage revenues are collected shall be audited at least once every three years by an external certified public accountant utilizing generally accepted accounting principles (GAAP) and in such a manner as directed by the city manager. All city leases, franchises, concessions and agreements entered into after the effective date of this ordinance shall provide for such audits without cost or expenses to the city.

If any audit shows that the amount of Gross Sales on the statement was understated by more than 1% for any year, then shall pay the Percentage Rent due for such understatement within ten (10) days after TENANT'S receipt of LANDLORD'S invoice. If such understatement is willful and/or fraudulent, LANDLORD shall have the option, upon ten (10) days notice to TENANT, to terminate this Lease on the date specified in such notice and Tenant shall remain liable for all rent and other charges under this lease for the full term hereof.

(e) **Additional Rent.** Any and all other sums of money or charges required to be paid by Tenant pursuant to the provisions of this Lease, whether or not the same be so designated, shall be considered as "Additional Rent", and shall be payable and recoverable in the same manner as Rent. However, such Additional Rent shall be due upon demand and failure to pay such additional rent within seven (7) days shall be deemed a material breach of this lease. If Landlord shall make any expenditure for which Tenant is liable under this Lease and for which Tenant has not paid, the amount thereof shall be deemed Additional Rent due and payable by as indicated above. In addition to the foregoing rent, all other payments to be made by TENANT shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and it shall be due and payable upon demand together with interest thereon at the highest rate permissible by law from their due date until the date it is paid. The LANDLORD shall have the same remedies for TENANT'S failure to pay said additional rental the same as for non-payment of rent. LANDLORD, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of TENANT to perform any of the provisions of this Lease, and in the event LANDLORD shall, at its election, pay such sums or do such acts requiring the expenditure of monies, TENANT agrees to pay LANDLORD, upon demand, all such sums, and the sums so paid by LANDLORD and any expenses incurred by LANDLORD in the payment of such sums together with interest thereon at the highest rate permitted by law from their due date through the date they are paid by TENANT shall be deemed additional rent and shall be payable and collectible as such. Rent shall be made payable to the LANDLORD as stated in Section 1.1 hereof.

(f) **Holding Over.** It is agreed that in the event of TENANT holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary; the TENANT shall pay to LANDLORD a monthly occupancy charge equal to One Hundred Fifty (150%) Percent of the monthly rental for the last lease year for each month from the termination or expiration of this Lease until the Demised Premises are delivered to the LANDLORD in the condition required herein, and LANDLORD'S right to damages for such illegal occupancy shall survive. In addition, TENANT shall pay all other charges payable by TENANT under this Lease

(g) **Rent Concessions.** None

5. **SECURITY:** LANDLORD will retain the amount of \$36,126.27 that is currently held by LANDLORD, in a non-interest bearing account as security for the payment by TENANT of the rents herein agreed to be paid by TENANT and for the faithful performance by TENANT of the terms, conditions and covenants of this Lease. It is agreed that LANDLORD, at LANDLORD'S option, may at any time apply said sum or any part thereof toward the payment of the rents and any other sum payable by TENANT under this Lease, and/or toward the performance of each and every covenant under this Lease, but such covenants and TENANT'S liability under this Lease shall thereby be discharged only pro tanto; that TENANT shall remain liable for any amounts that such sum shall be insufficient to pay; that LANDLORD may exhaust any or all rights and remedies against TENANT before resorting to said sum, but nothing herein contained shall require or be deemed to require LANDLORD to do so; that, in the event this deposit shall not be utilized for any of such purposes, then such deposit shall be returned by LANDLORD to TENANT within sixty (60) days after the expiration of the term of this Lease. TENANT shall deposit with LANDLORD such additional sums which may be necessary to replace any amounts expended there from by LANDLORD pursuant hereof, so that there shall always be a security deposit in the sum first set forth above. The Security deposit provided for herein shall be held by the LANDLORD in a non-interest bearing account and may be co-mingled by the LANDLORD at the LANDLORD'S sole discretion.

6. **USE OF THE DEMISED PREMISES** -TENANT shall use the Demised Premises for the purposes of:

Operation of a restaurant with alcohol sales containing 232 licensed seats, live entertainment, wholesale and retail fish market, retail area for logo apparel, gifts, souvenirs.

Repair, maintenance, and storage of the lobster traps and ancillary equipment of the commercial lobster trapping enterprise Fryde Conch, LLC which is operated by Harvey Watkins so long as he operates and/or retains the controlling interest in the LLC. In the event that Harvey Watkins ceases operation or no longer has controlling interest of Fryde Conch LLC the rights to store traps will cease and TENANT'S leasehold interest in that portion of the demised premises shall terminate with no further action by LANDLORD. LANDLORD agrees to continue to provide storage of the lobster traps and ancillary equipment for up to eighteen months to facilitate the re-location thereof. TENANT acknowledges that this portion of the demised premises is being provided by LANDLORD as an accommodation and that no rental is being collected by LANDLORD for this trap storage area.

TENANT may continue to accept deliveries of fish and seafood at the docks and transport the product to its on-site fish house.

TENANT shall have the right to hold up to five special events per year in the adjacent city owned public parking lot, as expanded to include the current gravel lot, at no charge except as required by the City Special Events Ordinance, and in compliance with all rules and regulations governing special events.

Landlord agrees to maintain the existing or a substantially similar driveway entrance to the Lease Premises to provide off street loading for TENANT deliveries and the loading and unloading of passengers from trolleys and other shuttle vehicles providing transportation to the Historic Seaport.

TENANT further agrees:

(a) To operate 100% of the Demised Premises for the entire term of this lease during all reasonable hours established by LANDLORD, pursuant to the highest reasonable standards of its Business category, maintaining a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

(b) With respect to the Property, not to display any merchandise, solicit business or distribute

advertising material beyond the Demised Premises, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

(c) Not to display any banners, pennants, searchlights, window signs, balloons, or similar temporary advertising media on the exterior of the Demised Premises.

(d) Not to commit waste in the Demised Premises or Common Areas and to keep the Demised Premises and immediate adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Demised Premises.

(e) Not to use the Demised Premises or permit the same to be used in any manner which violates any law, ordinance or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Property or annoy, inconvenience or damage its patrons or other TENANT'S; or that would constitute an extra-hazardous use or violate any insurance policy of TENANT, LANDLORD or any other TENANT in the Property or increase the cost thereof.

(f) To keep all garbage, refuse and solid waste inside the Demised Premises in the kind of containers specified by LANDLORD, or to place the same outside the Demised Premises, prepared for collection, in the manner and at the times and places designated by LANDLORD or the appropriate disposal company. TENANT agrees not to burn or permit any burning of garbage or refuse on the Demised Premises or any part of the Property. TENANT further agrees that, upon LANDLORD'S instruction, TENANT shall separate garbage for recycling and deposit the separate garbage in the receptacle designated by LANDLORD. TENANT further agrees to make every effort to recycle all glass, metal, paper and plastic refuse and solid waste. Sort glass by colors and metal and paper by type and deposit in the appropriate recycling containers provided by the LANDLORD.

(g) TENANT shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage, and refuse, including but not limited to, impact fees and dumpster rental. TENANT shall indemnify, save harmless and defend LANDLORD from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage, or removal or disposal of TENANT'S garbage, refuse or solid waste.

(h) To use its best efforts to cause all trucks serving the Demised Premises to load and unload from the hours of 7:00 a.m. to 11:00 a.m. and not to permit such trucks to service through the front entrance of the Demised Premises except when no other entrance is available.

(i) To take no action that would: (i) violate LANDLORD'S contracts if any, affecting the Property (including without limitation the use restrictions contained in LANDLORD'S leases with its Anchor Tenants, which restrictions have been explained to TENANT); or (ii) cause any work stoppage, picketing or cause any manner or interference with LANDLORD or other Tenants, occupants, customers or any person lawfully in and upon the Property.

(j) Not to use amplified music or any other noise making machinery or devices that in LANDLORD'S determination is harmful to the building or disturbing to other Tenants.

(k) To abide by and observe all reasonable rules and regulations established from time to time by LANDLORD and LANDLORD'S insurance carrier with respect to the operation of the Property and its Common Areas. Rules and regulation are attached and incorporated herein as **EXHIBIT "C"**.

(l) Not to conduct any auction, fire, bankruptcy or selling-out sale on or about the Demised Premises except in strict compliance with City Code Chapter 18.

(m) To pay its proportionate share of any and all maintenance contracts wherein LANDLORD elects

to purchases goods and services for the benefit of the entire Property including but not limited to LANDLORD directing all pest extermination at such intervals and service levels that LANDLORD deems appropriate.

(n) TENANT shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials which TENANT or its agents brought onto the Property. TENANT shall not allow storage or use of such materials or substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Demised Premises or the Property any such materials or substances except to use in the ordinary course of TENANT'S business, and then only after written notice is given to LANDLORD of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In addition, TENANT shall execute affidavits, representations and the like from time to time at LANDLORD'S request concerning TENANT'S best knowledge and belief regarding the presence of hazardous substances or materials in the Demised Premises. In all events, TENANT shall indemnify LANDLORD in the manner elsewhere provided for in this Lease against any liability resulting from any release of hazardous substances or materials in the Demised Premises or Property by TENANT or its agents, while TENANT is in possession or caused by TENANT or persons acting under TENANT which is due to hazardous substances that TENANT or its agents brought onto the Demised Premises or Property.

6.1 Use of the Common Areas - TENANT has the non-exclusive right to use the common areas solely for the purposes for which they were designed. The common areas may also be used by anyone else LANDLORD has or hereinafter in its sole discretion grants the right to use them in accordance with the City of Key West Special Events permit requirements.

7. COVENANT OF QUIET POSSESSION - So long as TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Demised Premises throughout the term of this Lease without interference or hindrance by LANDLORD or any person claiming by, through or under LANDLORD.

8. INDEMNIFICATION - To the fullest extent permitted by law, the TENANT expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by TENANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the TENANT or its subcontractors, material men or agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the TENANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the TENANT or of any third party to whom TENANT may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement.

9. TENANT'S INSURANCE - At TENANT'S sole cost and expense, TENANT is to secure, pay for, and file

with the LANDLORD, during the entire Term hereof, an occurrence form commercial general liability policy, covering the Demised Premises and the operations of TENANT and any person conducting business in, on or about the Demised Premises in a at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Lease, TENANT shall provide the minimum limits of liability coverage as follows:

Commercial General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal

TENANT shall also procure the following insurance coverage:

- (i) "All risk" property insurance, including theft coverage, written at replacement cost value and a replacement cost endorsement insuring TENANT'S improvements and betterments, fixtures, furnishings, equipment and any other property belonging to TENANT.
- (ii) Workers compensation coverage as required by the provisions of Florida statute.

Any consignment agreement used by TENANT must provide that consignor acknowledge that the LANDLORD does not have any liability whatsoever for any damage which may be done to items left in the Demised Premises on consignment. The TENANT must provide the LANDLORD with a copy of any consignment agreement used by TENANT regarding Demised Premises. LANDLORD shall not be responsible for damage to any property belonging to TENANT or consignor. TENANT completely indemnifies the LANDLORD with regard to any claims made by any consignor for any reason. From time to time during this Lease, at LANDLORD'S request, TENANT shall (i) procure, pay for and keep in full force and effect such other insurance as LANDLORD shall require and (ii) increase the limits of such insurance as LANDLORD may reasonably require.

Any general liability or other policy insuring the LANDLORD does not provide any contributing or excess coverage for TENANT. The policies TENANT procures for TENANT'S exposure are the only coverage available to TENANT.

TENANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage, to LANDLORD named as "Additional Insured" on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, INCLUDING A "Waiver of Subrogation" clause in favor of LANDLORD on all policies. TENANT will maintain the General Liability coverage summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond the termination of this Lease.

TENANT's insurance policies shall be endorsed to give a 30-day written notice to LANDLORD in the event of cancellation or material change, using form CG 02 24, or its equivalent.

All policies of insurance required to be carried by TENANT pursuant to this Lease shall be written by responsible insurance companies authorized to do business in Florida with an AM Best rating of A-VI or better. Any such insurance required to be carried by TENANT hereunder may be furnished by TENANT under any blanket policy carried by it or under a separate policy therefore. Certificates shall be delivered to LANDLORD prior to the commencement of the Term of this Lease and, upon renewals, but not less than sixty (60) days prior to the expiration of such coverage. In the event TENANT shall fail to procure such insurance, LANDLORD may, at its option, procure the same for the account of TENANT, and the cost thereof shall be paid to LANDLORD as an additional charge upon receipt by TENANT of bills therefore, together with an administrative fee equal to fifteen (15%) percent to cover the cost of the LANDLORD'S efforts to procure such policy.

Certificates of Insurance submitted to LANDLORD will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

10. ASSIGNMENT AND HYPOTHECATION - This Lease is not transferable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD.

Any assignment or sub-letting, even with LANDLORD'S consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed \$500.00 to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

11. SUBORDINATION - This Lease, and all rights of TENANT hereunder, are and shall be subject and subordinate to all mortgages, bond indentures and any other financing instrument (hereinafter referred to as security agreements) which may now or hereafter affect the Demised Premises and to each and every advance made or hereafter to be made under such security agreements and to all renewals, modifications, replacements and extensions of such security agreements and spreaders and consolidations of such security agreements. This paragraph shall be self-operative and no further instrument of subordination shall be required to make it effective, however, TENANT shall promptly execute and deliver any instrument reasonably requested to evidence such subordination.

If the holder of any such security instrument shall succeed to the rights of LANDLORD under this Lease, then at the request of such party so succeeding to the LANDLORD'S rights and upon such successor LANDLORD'S written agreement to accept TENANT'S attornment, TENANT shall attorn to such successor LANDLORD and will execute such instruments as may be necessary or appropriate to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as if it were a direct Lease between the successor LANDLORD and TENANT upon all the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment.

TENANT shall deliver to LANDLORD or the holder of any such security instrument or auditors, or prospective purchaser or the owner of the fee, when requested by LANDLORD, a certificate to the effect that this Lease is in full force and that LANDLORD is not in default therein, or stating specifically any exceptions thereto. Failure to give such a certificate within ten business days after written request shall be conclusive evidence that the Lease is in full force and effect and LANDLORD is not in default and in such event, TENANT shall be stopped from asserting any defaults known to TENANT at that time.

12. CONDEMNATION

(a) It is further understood and agreed that if at any time during the continuance of this Lease the legal title to the Demised real estate or the improvements or buildings located thereon or any portion thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the fixed rent and

other adjustments made as shall be just and equitable under the circumstances. If the LANDLORD and the TENANT are unable to agree upon what division of the condemnation award, abatement of fixed rent, or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute. If the legal title to the entire Demised Premises be wholly taken by condemnation, or if the portion taken will prevent the Demised Premises from being used for the purpose the TENANT intends, this Lease shall be canceled.

(b) In general, it is the intent and agreement of the parties that upon condemnation, the parties hereto shall share in the condemnation award to the extent that they would be entitled to receive compensation and damages under the Florida law for the depreciation, damage, or destruction of their interests by the exercise of the right of eminent domain. In no event shall TENANT be permitted to receive a share based on the value of the land or buildings, and/or improvements.

13. TENANT'S DEFAULT

(a) If the TENANT shall fail to pay any of the taxes or assessments herein provided for; or in case of the sale of or forfeiture of the Demised Premises or any part thereof during the demised term for non-payment of any tax or assessment; or in case the TENANT shall fail to keep insured the building or improvements which are now or which may at any time hereafter be upon the Demised Premises, as herein provided for; or shall fail to spend insurance money, as herein provided for; or if the TENANT shall fail to perform any of the covenants of this Lease by it to be kept and performed; then, in any of such events, except in the event of nonpayment of rent, upon ten (10) business days written notice, within which the TENANT may cure, and upon its failure to cure, it shall and may be lawful for the LANDLORD, at its election, to declare the demised term ended and to re-enter upon said Demised Premises, building, and improvements situated thereon, or any part hereof, either with or without process of law, the TENANT hereby waiving any demand for possession of the Demised Premises and any and all buildings and improvements then situated thereon. In the event of nonpayment of rent, LANDLORD may assert its right of notice and eviction pursuant to Chapter 83, Florida Statutes.

(b) Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of said demised term, at such election of the said LANDLORD, or in any other way, TENANT will surrender and deliver up the Demised Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the said demised term. If the TENANT, its agents, attorneys, or shall hold the Demised Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Demised Premises under the statute and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

(c) BANKRUPTCY OF TENANT. IN THE EVENT TENANT FILES ANY FORM OF BANKRUPTCY, LANDLORD SHALL BE ENTITLED TO IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. §362, GRANTING THE LANDLORD COMPLETE RELIEF AND ALLOWING THE LANDLORD TO EXERCISE ALL OF HIS LEGAL AND EQUITABLE RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS LEASE AND DISPOSSESS TENANT FROM THE DEMISED PREMISES IN ACCORDANCE WITH FLORIDA LAW. ADDITIONALLY, TENANT AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST THE LANDLORD'S EFFORT TO GAIN RELIEF FROM ANY AUTOMATIC STAY. THE LANDLORD SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE LANDLORD TO ESTABLISH OR PROVE THE VALUE OF THE LEASEHOLD, THE LACK OF ADEQUATE PROTECTION OF HIS INTEREST IN THE LEASEHOLD, OR THE LACK OF EQUITY IN THE SAME. TENANT SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THE LIFTING

OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(D)(1).

(d) Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during said ten (10) day notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Demised Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Demised Premises. With respect to the payment of the insurance premiums, the same must be paid at least fifteen (15) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

(e) All default and grace periods shall be deemed to run concurrently and not consecutively.

(f) It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

(g) It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of said rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

(h) In the event of litigation in connection with this Lease, the prevailing party shall be entitled to recover from the losing party as part of an order, judgment, or award that may be rendered, all of the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorney's fees and costs, through and including all trial and appellate levels and post-judgment proceedings.

14. TENANT'S REPAIRS - The TENANT covenants and agrees with the LANDLORD that during the continuance of this Lease, the TENANT shall be solely responsible for maintaining the Demised Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Florida and in accordance with all directions, rules and regulations of all inspectors, governmental departments and agencies having jurisdiction over the Demised Premises to ensure a good state of repair of the Demised Premises and all furnishings, including any special equipment brought, placed, or installed upon the Demised Premises by TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any building or such personal property to be committed; and the TENANT will repair, replace, and renovate the said real and personal property as often as it may be necessary in order to keep the building or buildings and the personal property which is subject to the LANDLORD'S lien, in good repair and condition. In the event that improvements or repairs are contemplated prior to or at the beginning of or during TENANT'S occupancy, then this provision shall apply to the condition of the property as of the last repair, improvement or renovation.

TENANT shall be responsible for non-structural repairs to the building and entry areas, storage areas, all

dining, kitchen, lavatories and any other areas that comprise the Demised Premises. In addition to the foregoing, TENANT agrees to complete all repairs and maintenance required to the Demised Premises pursuant to the existing lease including but not limited to those identified in the Building Inspection Report, attached hereto and incorporated herein as Exhibit "E", at TENANT'S sole cost and expense. TENANT will not be responsible for any repairs to the relinquished space in the storage building. TENANT shall complete any repairs or make the replacements required in Exhibit "E" with 365 days of the execution of the lease.

14.1 Landlord Repairs - Notwithstanding anything contained herein to the contrary, LANDLORD shall be responsible for the repair and replacement of the structure of the building, including the walls, foundation, floor, roof, support columns, and exterior of the building, the seawall, and the master fire suppression system serving the Demised Premises and the docks, due to normal wear and tear, wind, flood or other peril unless the same result from TENANT'S act, negligence, default or other mode of operation.

In the event that LANDLORD shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Demised Premises or of the property (unless the same result from TENANT'S act, neglect, default or mode of operation, in which event LANDLORD shall make all such repairs, alterations or improvements at TENANT'S sole cost and expense), then the same shall be made by LANDLORD based upon a mutually agreed upon schedule and with dispatch,, and should the making of such repairs, alterations and improvements cause any interference with TENANT'S use of the Demised Premises, such interference shall not relieve TENANT from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental.

Any changes, additions or alterations to the Premises, the Property, the Building shall not (a) unreasonably or materially impair access to, visibility of or frontage of the Premises; (b) materially affect the conduct of Tenant's customary business therein; or (c) unreasonably detract from Tenant's signage, create confusion regarding the business conducted in the Premises, or adversely affect the presentation of Tenant's exterior signage and storefront in a material way.

15. ALTERATIONS - Except for those items described in Exhibit E, TENANT shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD'S prior written consent. All alterations, additions, or improvements made to the Demised Premises, except movable furniture and equipment installed at TENANT'S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises at the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT'S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD, (iv) not permit any construction liens to be placed or remain on the Demised Premises. In the event a construction lien shall be filed against the Demised Premises as a result of work undertaken by TENANT, TENANT shall within ten (10) days of receiving notice of such lien, discharge the lien of record either by payment of the indebtedness to the lien claimant or by filing a bond as security therefore. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or TENANT'S contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.

16. EQUIPMENT, FIXTURES AND SIGNS

(a) All furnishings, fixtures, trade fixtures, equipment, and signs used on the Demised Premises by TENANT but provided by LANDLORD, will, at all times, be, and remain, the property of LANDLORD. Provided that this Lease is in good standing and subject to the LANDLORD'S lien for rent, TENANT will have the right to remove any furniture or fixtures provided by TENANT, or any part thereof, from the Demised Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter, provided, however, that TENANT, in so doing, does not cause any irreparable damage to the Demised Premises, and provided further, that TENANT will pay or reimburse LANDLORD for the reasonable expense of repairing damage caused by such removal.

(b) All TENANT signs shall be approved by the LANDLORD and must meet all applicable codes. The exact location, style, text, and color(s) of the sign shall be agreed upon by the LANDLORD, in writing, prior to TENANT'S installation. LANDLORD'S approval shall not be unreasonably withheld or delayed.

17. ADDITIONAL COVENANTS OF THE TENANT

(a) The TENANT shall pay for all utilities associated with the use of the Demised Premises including, but not limited to, water, electricity, sewer, gas and waste, (if applicable). In the event that a separate bill for the Demised Premises is not available for one or more of the utility services required by the Demised Premises, then the TENANT shall pay a pro-rated share of that particular utility bill based on a calculation of the ratio of the square footage of the Demised Premises and the total square footage of the Premises covered by that particular utility bill. In the event that the TENANT shall be billed for a pro-rated share, the LANDLORD shall provide TENANT a utility bill each month and TENANT shall pay the amount due to LANDLORD within ten (10) days of its receipt.

(b) The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Demised Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease be canceled for the TENANT'S default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction to the Demised Premises by casualty or hazard, LANDLORD will have the option of canceling the Lease, or repairing the building, and in the event that the LANDLORD elects to repair the building, an appropriate abatement of rent will occur.

(c) The TENANT shall be responsible for the HVAC and all air conditioning systems together with the plumbing and electrical system.

(d) The TENANT shall be responsible for maintaining the roof and exterior of the building

(e) The TENANT covenants and agrees with the LANDLORD that nothing in this Lease contained shall ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of the LANDLORD.

(f) The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Demised Premises and all buildings and improvements or Art in Public Places installations located thereon, as well as the TENANT'S interest in fixtures and equipment appertaining thereto.

(g) The TENANT agrees not to make any internal changes or exterior changes or alterations without written approval of the LANDLORD. This provision does not apply to TENANT'S trade fixtures and/or

other non-permanent fixtures on the interior of the Demised Premises.

18. LANDLORD'S RIGHT OF ENTRY - The LANDLORD or its agents shall have the right to enter upon the Demised Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT'S business on said Demised Premises. If the said Demised Premises are damaged by fire, windstorm, or by any other casualty which caused the Demised Premises to be exposed to the elements, then the LANDLORD may enter upon the Demised Premises to make emergency repairs. LANDLORD may enter upon the Demised Premises to make renovations and repairs of a non-emergency nature by giving reasonable notice to the TENANT, and in such a manner as to minimize any inconvenience to both parties.

19. TENANT'S ACCEPTANCE - the TENANT accepts the Demised Premises and improvements thereon in an as is condition and all improvements and additions shall be at the sole expense of the TENANT except as may be otherwise provided for in this Lease.

20. MISCELLANEOUS PROVISIONS - It is mutually covenanted and agreed by and between the parties as follows:

- (a) That no waiver of a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.
- (b) That time is of the essence in every instance and particularly where the obligation to pay money is involved.
- (c) That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.
- (d) That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.
- (e) That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.
- (f) That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.
- (g) That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. Said notice shall be addressed as follows:

AS TO LANDLORD: PROPERTY MANAGEMENT
CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33040

AS TO TENANT: FLORIDA STRAITS CONCH COMPANY, INC.
631 GREENE STREET

When the parties on either side (LANDLORD or TENANT) consists of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

(h) This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

(i) If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.

(j) LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

(k) LANDLORD agrees to make up to 100 linear feet of dock space available for the docking of Commercial Fishing Vessels, as defined below:

Commercial Fishing: Vessels engaged in commercial fishing and selling their catch to the TENANT.

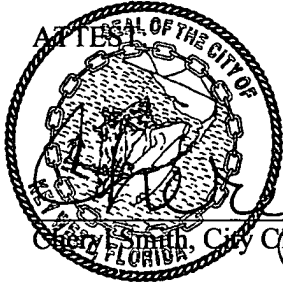
This dockage will be at no charge to TENANT so long as the activity and use of the vessels is in conjunction with seafood operations as described herein. All vessels shall be approved by the Key West Bight Management District Board (KWBMDB) or its designee. Any commercial uses, live aboard, or other uses not defined herein will require payment of current applicable rental rates, unless prior written approval of the KWBMDB is obtained. LANDLORD agrees to sell fuel to TENANT'S commercial fishing vessels, as described above, at cost plus reasonable handling fee (\$0.5/gallon initially or 5% over cost, whichever is greater.)

At the Landlord's discretion, the Northwest section of the bulkhead will be non-exclusive courtesy dock for vessels to use for access to business tenants of the Key West Bight.

Subject to the provision above, TENANT shall otherwise have the right to lease the docks identified as H-1 (141.5'x2) and the North side of H-2 (100') for a total of 383 linear feet of dock pursuant to the terms of the Historic Seaport Monthly Dockage Agreement, as amended from time to time, a copy of which is attached hereto and incorporated herein as Exhibit "F". TENANT shall receive any discounts offered by the LANDLORD for fuel and/or dockage to historic vessels (or reproductions thereof) and commercial fishing vessels selling their catch to TENANT. Should TENANT affirmatively elect not to renew any of the slip Monthly Dockage Agreements for a period exceeding 30 days the rights granted to TENANT herein shall lapse and LANDLORD may lease the docks to others free of any claim of TENANT.

(l) Landlord acknowledges that anticipated future improvements and capital projects occurring on the adjacent parking lots and portions of the former leasehold structure of TENANT will require best construction management practices in order to avoid disruption to TENANT'S business operation. LANDLORD shall provide written notice to TENANT of any construction activity along with the proposed construction management plan designed to minimize disruption of TENANT'S Quiet Possession.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.



Craig Smith, City Clerk

Date: May 1, 2018

LANDLORD: Caroline Street Corridor and
Bahama Village Community Redevelopment
Agency

Craig Cates, Chairman

Date: May 1, 2018

TENANT: Florida Straits Conch Company, Inc.

[Signature]
WITNESS

Date: 5-30-2018

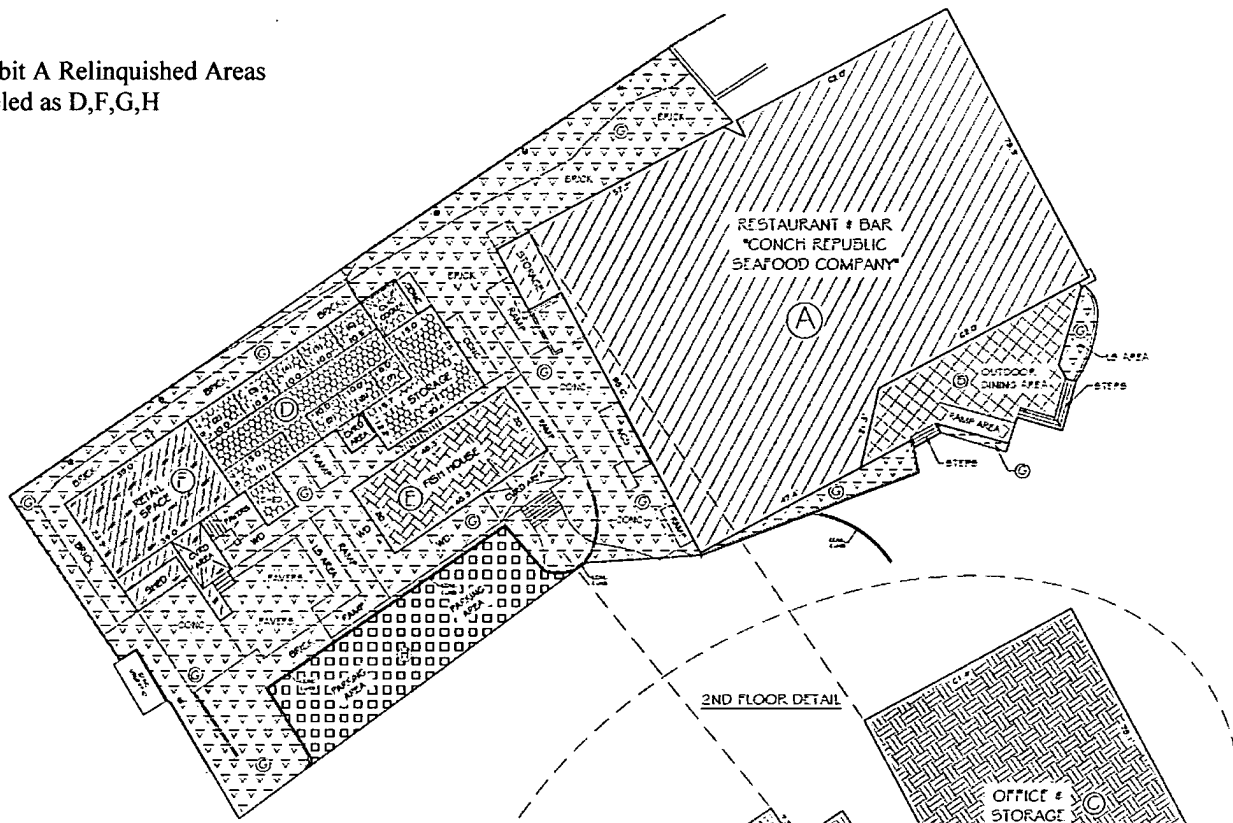
[Signature]
Jeffrey C. Gunther, President

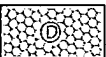
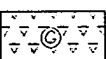
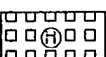
Date: 4-30-2018

EXHIBIT "A"

Demised Premises
Relinquished Area
Lobster Trapping Enterprise Area

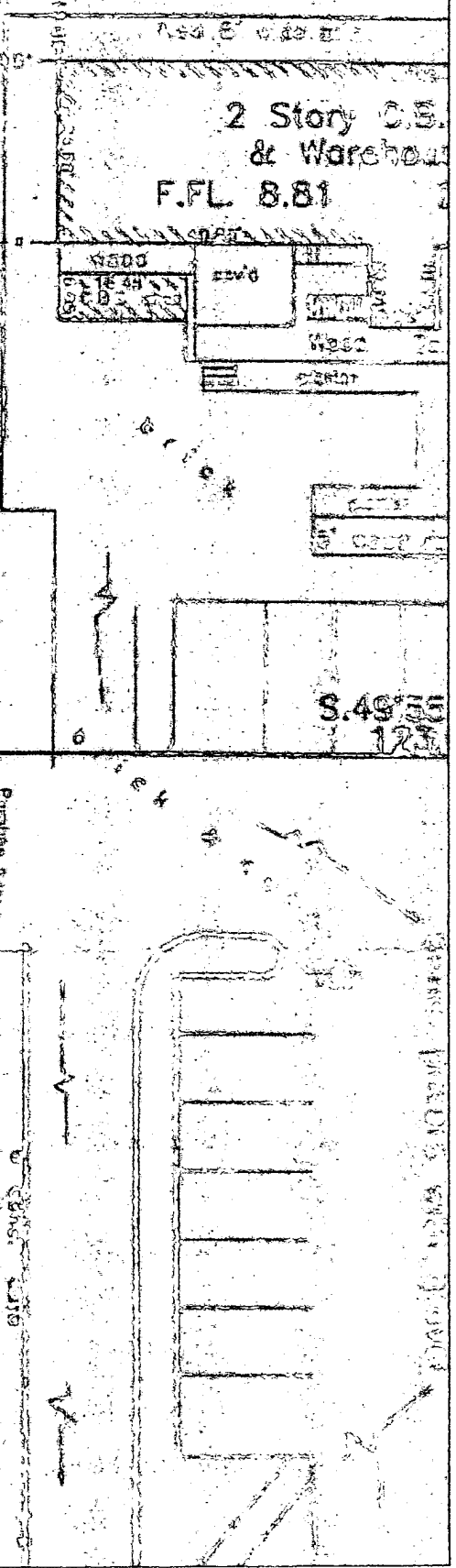
Exhibit A Relinquished Areas
Labeled as D,F,G,H



-  = RESTAURANT / BAR AREAS
-  = OUTDOOR DINING AREAS
-  = OFFICE SPACE AREAS
-  = STORAGE BUILDING AREAS
-  = FISH HOUSE AREAS
-  = REEF RELIEF AREAS
-  = OUTSIDE / WALKWAYS AREAS
-  = PARKING AREAS

JS

Exhibit A
 Commercial Lobster Trapping Enterprise
 Area not to exceed 3000 square feet at the rear area of the lot adjacent
 to the storage building which is 97.17' wide by 31' deep approximately



[Handwritten signature]

EXHIBIT "B" Rent Schedule

EXHIBIT "B"

Tenant: Florida Straits Conch Company, Square Feet 15345 CAM
 Location: 631 Greene Street Square Feet 16289 BASE RENT
 Contact: Jeff Gunther Term 10 years
\$4.85 PER SQ. FT.

	Period Beginning	Base Rent per sq. ft.	Base Rent	Base Rent	Tax, Ins., CAM	Tax, Ins., CAM	Total Rent Before Sales Tax	Sales Tax	Total Rent With Tax	TOTAL RENT	Percentage Rent Base Amount
YEAR	upon approval		Annual	Monthly	Annual	Monthly	Monthly	Monthly	Monthly	ANNUAL	
1	May 1, 2018	\$35.00	\$570,115.00	\$47,509.58	\$74,423.25	\$6,201.94	\$53,711.52	\$4,028.36	\$57,739.88	\$692,878.62	\$9,501,916.67
2	May 1, 2019	CPI									
3	May 1, 2020	CPI									
4	May 1, 2021	CPI									
5	May 1, 2022	CPI									
6	May 1, 2023	CPI									
7	May 1, 2024	CPI									
8	May 1, 2025	CPI									
9	May 1, 2026	CPI									
10	May 1, 2027	CPI									

Tax, Insurance and CAM are estimated based upon the most recent actual costs
 Period beginning is estimated and will begin effective with lease approval

EXHIBIT "C" Rules and Regulations

1. TENANT shall not use any area outside of the demised premises as shown on Exhibit A or any portion of any common area or any parking areas for or any other purpose whatsoever including but not limited to the storage of goods, inventory, equipment, materials, whether or not said area is inside a building or outdoors.

EXHIBIT "D"

TENANT'S written statement of Lease Commencement

Exhibit "E"

**Building Inspection Reports #907, #908
Koss Inspectors dated April 24, 2017**

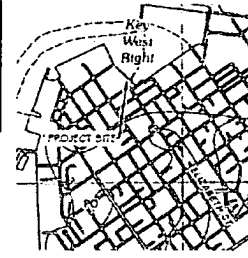
Exhibit "F"

Historic Seaport Monthly Dockage Agreement

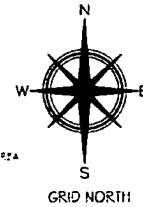
EXHIBIT "A"

Demised Premises
Relinquished Area
Lobster Trapping Enterprise Area

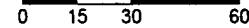
NET USABLE SQ FT OF THE DIMENSIONED AREAS AT 631 GREENE STREET, KEY WEST



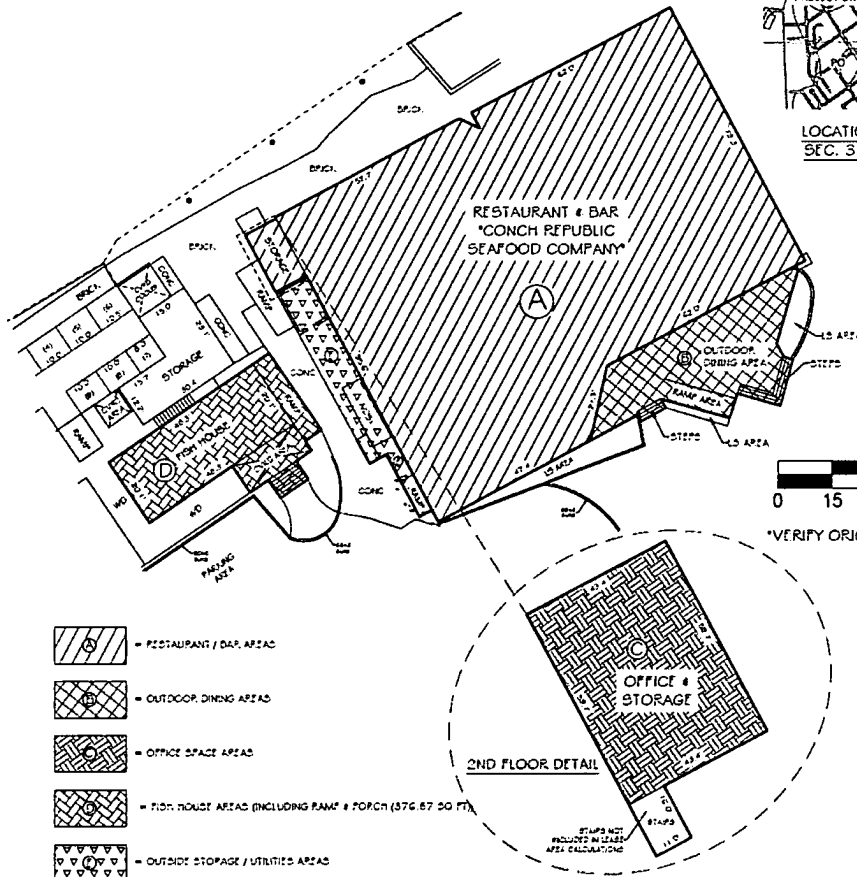
LOCATION MAP - NTS
SEC. 31-T67S-R25E



1"=30'



VERIFY ORIGINAL SCALE OF 2



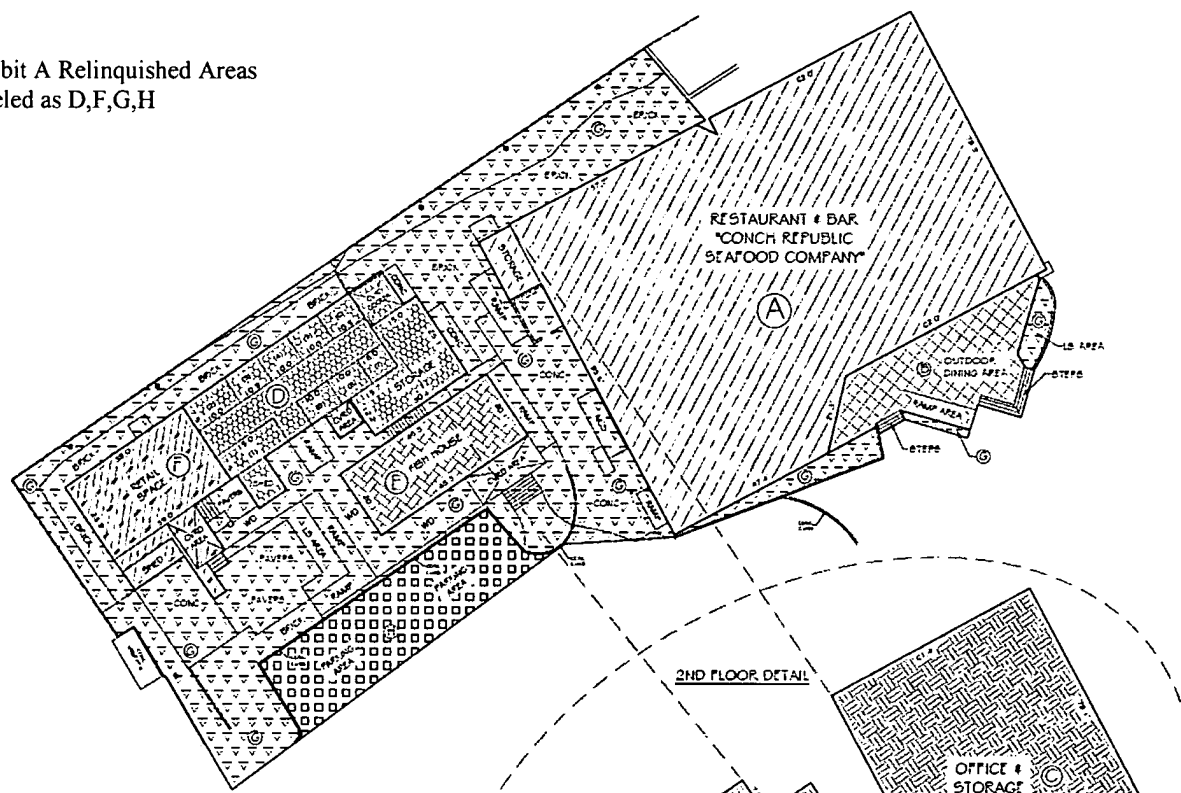
SURVEYOR NOTES

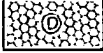
LEGAL DESCRIPTIONS HAVE BEEN SUPPLIED BY THE CL

AREA DESIGNATION / DESCRIPTION	AREA
(A) = TOTAL AREA OF RESTAURANT + BAR AREAS	10,559.93 SQ FT +/-
(B) = TOTAL AREA OF OUTDOOR DINING AREAS	1,354.4 SQ FT +/-
(C) = TOTAL AREA OF OFFICE SPACE AREAS	2,591.0 SQ FT +/-
(D) = TOTAL AREA OF FISH HOUSE AREA (1) Ramp + Porch Sq Ft	970.23 SQ FT +/-
(E) = TOTAL AREA OF OUTSIDE STORAGE / UTILITIES AREAS	822.5 SQ FT +/-

**TOTAL LEASE AREA OCCUPIED = 16,285.63 SQ FT +/-

Exhibit A Relinquished Areas
Labeled as D,F,G,H



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-  = STORAGE BUILDING AREAS
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-  = OUTSIDE / WALKWAYS AREAS
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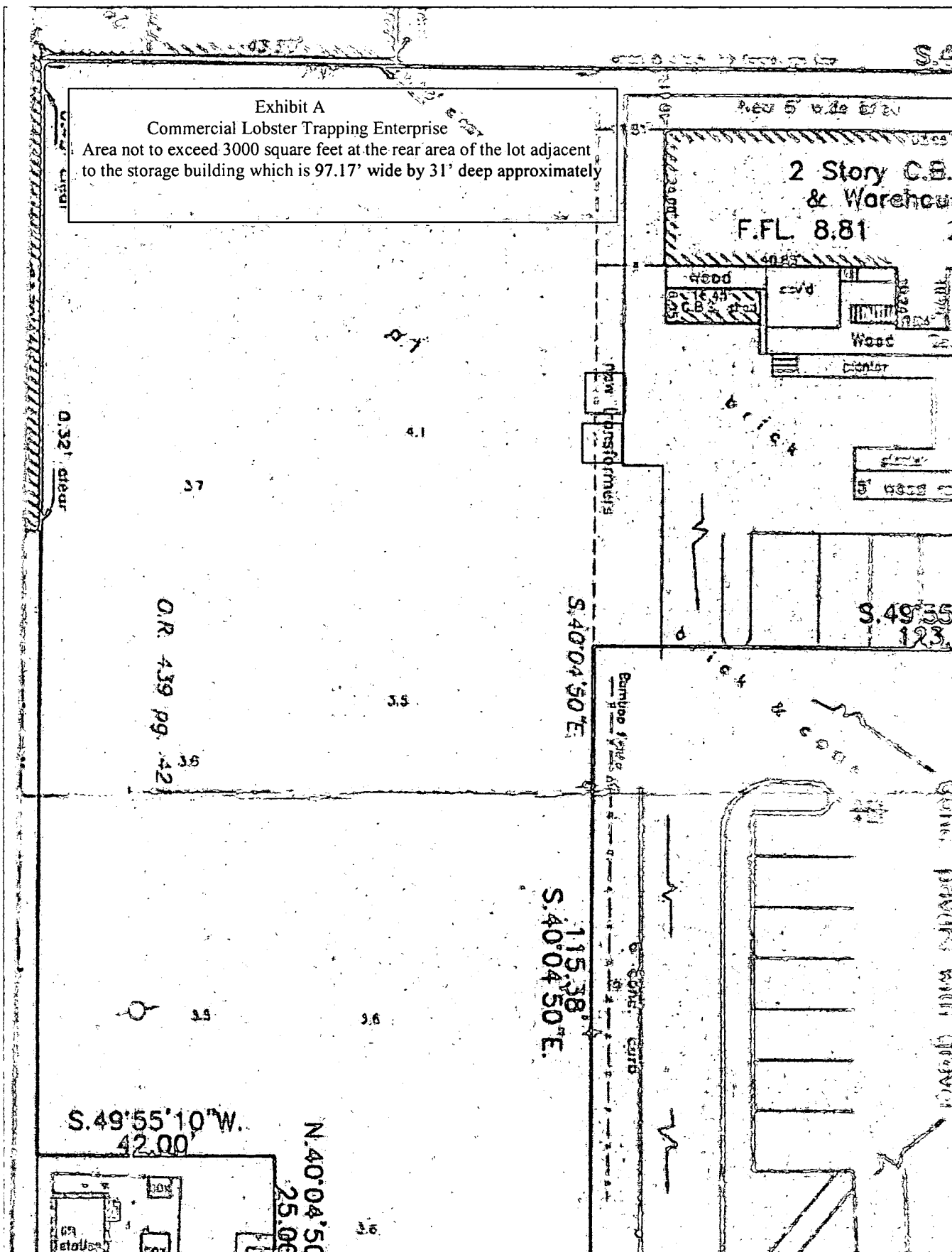


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EXHIBIT "D"

TENANT'S written statement of Lease Commencement

Exhibit "E"

**Building Inspection Reports #907, #908
Koss Inspectors dated April 24, 2017**

Exhibit "F"

Historic Seaport Monthly Dockage Agreement

KEY WEST BIGHT COMMERCIAL DOCKAGE AGREEMENT

This Agreement is made between the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter referred to as "CRA"), and the person or entity named below (hereinafter referred to as "Owner").

Owner is identified as follows:

D.L. #: _____

Name(s): _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

City/State/Zip: _____

Email: _____

Business Address: _____

Business Phone: _____

City/State/Zip: _____

Emergency Contact/Phone: _____

Corporate documents furnished: _____

Partnership documents furnished: _____

Notice Address (Leave blank if same as above):

Home Address: _____

Home Phone: _____

City/State/Zip: _____

Cell Phone: _____

Type of Vessel: **Commercial** (describe) _____

Name of Owners Representative (if any): _____

Address: _____

Home Phone: _____

City/State/Zip: _____

Cell Phone: _____

Name of Vessel: _____ Passenger Capacity: _____

Overall length: _____ Beam: _____ Draft: _____

Registration: _____ Documentation: _____

Type: P _____ Gas _____ Diesel _____

Carrier of Insurance on Vessel: _____

Address: _____

In consideration for the covenants and condition hereinafter set forth, CRA and Owner agree as follows:

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as _____. Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owner's vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owner's vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space to be used by Owner is identified as berth _____ on Pier _____ in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Marina Manager of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels. Owner agrees to vacate his/her slip for special events such as Race Week, if requested to do so by CRA.

CRA will make best efforts to relocate the Owner within the marina during this period. If the CRA is unable to provide a temporary slip for the tenant, the tenant shall vacate the marina immediately and shall be entitled to:

- (a) A proportionate adjustment in the monthly rent; and
- (b) Return to the slip in the Marina at the conclusion of the event.

3. Term

The term of this Agreement shall commence on the _____ day of _____, 201____, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This Agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this Agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this Agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use

CRA shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the marina for more than 24 hours duration shall notify the CRA's dockmaster at least 24 hours in advance of departure.

5. Rental Rate

The monthly rental rate is \$_____ per month plus applicable sales tax of \$_____ for a total of \$_____ for dockage space, plus \$1.00 per passenger the vessel is rated to carry. This amount is subject to adjustment by the CRA. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Owner agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein.

6. Deposit

Owner shall deposit a sum equal to one month's slip rental as security for damage, utilities and/or rents. The deposit shall be held by the CRA and may be commingled with other CRA and City of Key West funds. Any remaining balance of the deposit shall be paid to Owner by CRA only after deposit funds have been applied to any outstanding balance owed by Owner to CRA.

7. Payments Due

Rental payments are due and payable monthly in advance, by the first day of each calendar month. Payment may be made at the Key West Bight offices, 201 William Street, Key West Florida, between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, holidays excluded. Payments may be mailed to Key West Bight Marina, P.O. 1409, Key West, Florida, 33041-1409.

8. Late Payments

Any rental payment not received by CRA by 4:00 p.m., the 5th day of the month is subject to a fifteen (15) percent penalty charge.

9. Notice to Owner

Owner agrees that notice of the actions or intention of CRA is binding upon Owner if delivery by certified mail is attempted at the address provided by Owner in the beginning of this Agreement or if hand delivery is attempted at the address by an authorized employee of the CRA, or if posted on the vessel.

10. Changes in Information

Owner agrees to deliver to CRA, c/o Key West Bight Marina, 201 William Street, Key West, Florida, written notice of any change in any of the information furnished by the Owner in this Agreement. Such notice may be mailed by certified mail, return receipt requested, to Key West Bight Marina, P.O. Box 1409, Key West, Florida, 33041-1409. All such changes must be in writing, and CRA is not responsible for any notices given by Owner verbally or by telephone.

11. Default, Removal, Sale

Prompt and timely delivery of all payments due for the use of rented dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Owner to comply with each of said terms shall constitute a default by Owner and shall give CRA the right at its option to terminate this Agreement and any license Owner may have hereunder. CRA may so terminate by mailing to Owner a notice of termination in the manner provided by Paragraph 9 above at least three (3) days prior to the effective date of termination. CRA may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If Owner fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 9, CRA shall have the right at its option:

a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of CRA both the vessel and any other personal property of Owner found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of CRA and Owner hereby designates CRA as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that CRA and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. Owner hereby releases and relieves CRA and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Owner further agrees to pay all costs incurred by CRA in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and

b) to pursue any remedy provided by state or federal law; and

c) to sell the vessel at a nonjudicial sale pursuant to Florida Statutes Section 328.17. The provisions of this statute for nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to CRA.

d) Non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

12. Lien, Attorneys Fees

Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by CRA in the collection of any unpaid sums due under this Agreement or by Owner's default in performance of any of the conditions or covenants stated herein or in the Rule and Regulations governing the dockage space and adjacent premises. Owner agrees that CRA shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of CRA caused by Owner or the vessel.

13. Release, Indemnity

This Agreement is for berthing space only, and such space is to be used at the sole risk of Owner. Owner hereby agrees that CRA shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of Owners personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure,

windstorm, hurricane, rains or other calamities. Owner agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CRA is not responsible for injuries to persons or property occurring on CRA's property. Owner, personally and for its family, heirs, and assigns, and any other parties in interest, hereby releases and agrees to hold CRA harmless from all liability to them for personal injury, loss of life, and property damage. Owner, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify CRA for all liability for personal injury, loss of life, and property damage to Owner, family, heirs, assigns, agents, employees, invitees and guests caused by fault of Owner including other guests and vessels in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with Owner's vessel, motors and accessories while it is on or near CRA's property including the rented space, or while it is being moved, or docked; (2) loss or damage to Owners vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. Owner further agrees to indemnify CRA for all damages or losses caused by or arising from fault of Owner's vessel and appurtenances, personal property, guests, passengers, family or invitees including other guests and vessels in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorneys fees, including appellate attorneys fees, reasonably incurred by CRA; provided, however that CRA shall give Owner written notice of any such claim within time to reasonably allow Owner to appear and defend or pay and discharge such claim. At its option, CRA may defend against such claims and by so doing shall not waive or discharge Owner from its obligations to defend and indemnify as herein contained.

14. Insurance

Owner agrees that CRA is not in any way an insurer of Owner's vessel, property, family, invitees, employees, agents, passengers or guests. Owner of a vessel operated for commercial use hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this Agreement, and all extensions of the term of this Agreement. This policy shall protect CRA and Owner from all liability for injury to any persons or property which may arise in connection with the conduct of Owner, its agents, invitees, passengers, guests, or employees and operation of Owner's vessel and equipment. The minimum limits of such policy shall be \$300,000 for any one person or occurrence. Said policy shall specifically provide that CRA is to be notified in the event of cancellation, termination, or renewal. Owner agrees to furnish CRA with a certificate of insurance or copy of the policy, each of which shall on its face show the foregoing information and name the CRA of Key West as a named insured under the policy.

15. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of the Agreement at CRA's request, Owner shall furnish to CRA for its review an original or certified copy of proof of ownership of the vessel. Proof shall consist of an original or certified copy of a state registered title to the vessel or documentation by the United States Coast Guard.

In all cases, the name of the managing director, partner or operator of the business shall be furnished to the CRA. If the individual identified as the managing director, partner, or operator of the vessel changes, notice shall be given to the Marina Manager or Key West Bight Manager in writing, addressed as provided in Paragraph 10. A change of managing partner, managing director or operator of the vessel and business is subject to approval by the Key West Bight Management District Board.

Except as provided herein, this dockage Agreement is not transferable to a new owner; nor shall the slip transfer to a new owner of the vessel without the prior consent of the Key West Bight Management District Board. In the event that both the business and the vessel are sold by Owner to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses, transfer of title to the vessel, transfer of telephone number and credit card operations, and provided that said purchaser meets all qualifications required under this Agreement, the purchaser shall have the option of entering into a new dockage Agreement for the subject berth upon the same terms and conditions as are offered at the time by CRA to other Owners.

If Owner is a corporation, partnership or other business entity, the names of all persons owning an interest and the percentage of ownership shall be submitted in writing to the CRA. If Owner is a corporation, partnership or other business entity, any proposed sale or transfer of any percentage of such interest therein shall be submitted in writing to CRA prior to the transfer. The sale or transfer of any such interest without prior notice to CRA shall constitute a material breach of this Agreement. The sale of 51% or more of the stock in a corporation to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board. The sale of a partnership interest constituting 50% or more of the partnership shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board.

Upon change of ownership or a controlling interest in a corporation or a partnership, as described herein, requiring approval of the Key West Bight Management District Board, Owner shall pay to the CRA a transfer fee of \$400.00.

16. Person Signing

The person signing below as an individual or in a corporate capacity, does hereby certify that the description of the above vessel is correct and that he/she is or is authorized to act on behalf of the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.

17. Dockage to Signer and Particular Vessel Only; Partners and Shareholders Bound

Owner agrees that part ownership of the vessel does not in any way create for CRA any obligation to furnish dockage space to any partner or share holder other than the original partners or shareholders entering into this Agreement, or to any vessel other than that described herein, whether or not the partnership or corporation is dissolved for any reason whatsoever. In the event of dissolution of a partnership or corporation, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

18. Government Laws and Marina Regulations

Owner agrees to comply with all federal, state, and local laws pertinent to any subject matter of this Agreement, including but not limited to those pertaining to marinas and boating. Owner further agrees to comply with all Marina Rules and Regulations, which are hereby incorporated and by reference made a part hereof, and which may be established from time to time by CRA. Owner further agrees to abide by all amendments to said regulations duly established by CRA during the term of this Agreement; provided, however, that CRA shall afford Owner 15 days written notice, delivered in accordance with Paragraph 9 above, prior to implementing any such duly enacted amendments.

Owner agrees that any emergencies involving the vessel will be handled at the CRA's discretion, and the Owner shall bear all expenses and risks of such an emergency. In the event of an emergency in the Owners absence, the CRA is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the Owner and shall constitute a lien upon the subject vessel until paid in full.

19. Peaceable Use

Owner agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of CRA and its agents and employees, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. Owner further agrees to do no act which impedes or disrupts the orderly operation of the marina or any portion of it, including but not limited to marina management, operation and revenues.

20. Sanitation Device

Owner's vessel shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. Such device shall be not less than 15 gallons in capacity. CRA reserves the right to board and inspect Owner's vessel to determine compliance.

21. Owners Inspection

Owner acknowledges having inspected the dockage space assigned from time to time by this Agreement, and hereby accepts it in "as is" condition for berthing the above-described vessel. Owner agrees that CRA makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including CRA's negligence, to persons or property on CRA's property or marina premises.

22. CRA Inspection

Owner agrees that CRA shall have the right, upon 24 hours notice, to enter the vessel and dockage space during reasonable hours in order to determine whether Owner is in full compliance with the terms of this Agreement and all applicable laws and regulations.

23. Owners Insolvency, Dissolution, Death, Incompetence

If Owner becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, or is dissolved, dies or becomes legally incompetent, CRA is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. CRA may elect to accept rent from any receiver, trustee, or other judicially-appointed officer during said term without affecting CRA's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

24. Assignment

Owner's rights under this Agreement shall not be assigned or transferred other than by approval by the Key West Bight Management District Board.

25. Termination

This Agreement shall be terminated upon any one of the following conditions:

(a) By Owner's written notice to CRA at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month;

(b) By CRA's written notice to Owner, pursuant to Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month of election to terminate.

(c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above; provided, however, that Owner shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 9, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and CRA shall not be required again to issue a warning. CRA shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.

(d) By the dock becoming unserviceable for any reason; CRA may, but shall not be obligated to provide Owner with other available dockage space on an equal basis with other similarly situated Owners.

(e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of CRA's Manager, the City Manager of the City of Key West or designee;

(f) By Owner's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the CRA of Key West governing the Key West Bight Marina. Dockmaster is the authorized representative of CRA and the City of Key West.

(g) Owner agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina.

(h) Owner agrees to remove all of Owner's equipment and possessions (including dock boxes) upon termination of this Agreement.

26. Homeland Security

Owner understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the State of Florida, Federal Department of Homeland Security or the United States Coast Guard; and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible to perform, then the Agreement shall terminate.

27. Prior Agreements Terminated

Execution of this Agreement by the signatures of Owner and the Manager for the CRA shall operate to terminate any and all prior Agreements, contracts and leases between the parties hereto.

28. Time; CRA's Rights Cumulative

Time is of the essence of this Agreement. Owner agrees that CRA's rights under this Agreement are cumulative, and that CRA's failure to exercise any such right shall not operate to forfeit any of those rights.

29. Headings Not Part of Agreement

CRA and Owner agree that any heading which, labels any paragraph herein is for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Dockage Agreement on the dates indicated.

Owner: _____

For CRA: _____

Signature and Title if Corporation

Signature

Date: _____

Date: _____

I hereby acknowledge receipt of the Rules and Regulations for the Marina.

Owner: _____

Date: _____

MARINA RULES AND REGULATIONS FOR THE KEY WEST BIGHT MARINA

Updated February 28, 2017

DEFINITIONS

- **Lessor:** The City of Key West or its designee including Marina Manager and Dockmaster
- **Lessee:** Agreement holder at the Key West Bight Marina
- **Marina:** The Key West Bight Marina which includes the waters within Key West Bight leased by the Lessor from the State of Florida and the docks/structures/uplands owned by the Lessor
- **Marina Manager:** Person designated by Port and Marine Services Director to manage Key West Bight Marina.
- **Dockmaster:** Marina staff member responsible for day-to-day operations of Key West Bight Marina.
- **Vessel:** means every description of watercraft or houseboat used or capable of being used as a means of transportation on water

Lessee also agrees to abide by and observe all new or modified rules and regulations established from time to time by Lessor with respect to the operation of the Marina.

RULES AND REGULATIONS

1. Any waterborne vehicle or structure entering the Marina is under jurisdiction of the Lessor, shall be berthed as directed and must meet the following criteria:
 - Must have a valid registration
 - Must be under their own power and navigable
2. Vessels in the Marina or wishing to come into the Marina must be in a good and safe condition and present a clean, orderly appearance and be maintained in a seaworthy fashion.
3. The Lessor shall have the right to inspect all vessels in the Marina including performing a marine survey to determine seaworthiness, their adherence to all local, state and federal regulations and marine sanitation device (MSD) regulations and reserves the right to evict vessels that are not meeting the requirements. Vessel owners will be given a maximum of 30-days to correct the deficiency unless additional time is approved by the Port and Marine Services Director.
4. No vessels within the Marina shall be operated in excess of the established speed limit of idle speed and no wake.
5. All vessels shall be tied up to Marina piers in a manor acceptable to the Lessor, or they may be removed. The Lessor reserves the right to properly secure any vessel to Marina piers and assess a service fee for doing so. No rafting of vessels is allowed at the Marina without prior approval from the Lessor.

6. The Lessor may authorize transfer of vessels from one berth to another and reserves the right to reassign berths to Lessee as may be necessary
7. No persons will be allowed to reside permanently aboard any vessel berthed in the Marina unless they have a liveaboard dockage agreement or have been approved by the Lessor to do so, and are paying a liveaboard fee for each person living on the vessel.
8. Liveaboard vessels shall be Lessee occupied only. No renting, subleasing or caretaking is permitted. Vessel shall remain unoccupied when Lessee is not present.
9. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose and other debris shall be placed where specified by the Lessor. No pumping of oil from bilge is allowed. Lessee shall be responsible for the actions and conduct of their guests.
10. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel or floating home, nor will these products be discharged upon the waters of the Marina.
11. Lessee shall be responsible for the actions and conduct of their guests. Disorder or indecorous conduct by a Lessee, occupant or visitors, which may offend a reasonable person, cause damage to property or harm the reputation of the Marina will be cause for an eviction. Noise will be kept to a minimum at all times.
12. All Lessees or their visitors will abide by the Marina's Clean Marina Designation and accompanying rules and regulations.
13. No swimming, diving or fishing is permitted within the Marina with the exception of entering the water to accomplish necessary repair work that has been approved by the Lessor.
14. Advertising and/ or solicitation of business on commercial vessels is subject to existing zoning laws and applicable Lessor ordinances.
15. No commercial activity by any Lessee will be allowed on Marina property or on vessels docked at the Marina without the prior approval of the Lessor.
16. Lessees will not be allowed to have two (2) vessels in a slip unless the second vessel is a dinghy that can be stored on-board.
17. All vessels using holding tanks must be pumped out on a regular basis.
18. Commercial Lessees are allowed one (1) white fiberglass or molded plastic dock box not to exceed 6' 2" long, 27 inches deep and 30 inches high. The Lessor will request in writing that the slip Lessee remove any non-conforming dock boxes. In the event the Lessee does not remove non-conforming dock boxes within 24 hours of written notice staff will remove the non-conforming dock box. Dock boxes must be bolted to the dock with the approval of

Lessor. Hazardous materials of any nature may not be stored in dock boxes. In the event of a storm, Lessee agrees to remove anything stored in the dock box that may be harmful to people, the Marina, sea life, or water quality.

19. Commercial Lessees will be allowed a sign that is pre-approved and complies with the signage standard for the Marina. The Lessor will request in writing that the slip Lessee remove any non-conforming signs. In the event the Lessee does not remove non-conforming signs within 24 hours of written notice, Lessor will remove the non-conforming signs.
20. Lessee desiring to convert dock in any manner such as adding extra padding or buffer strips or installing mooring arms, or to make any use of utilities, must first secure the written permission of the Lessor and said Lessee may be required to pay additional charges for additional services or facilities. Improvements placed on the docks by the Lessee become the property of the Lessor when the space is vacated.
21. In general, an Lessee may do minor work on their own vessel if such work does not interfere with the rights and privileges of the other persons but an Lessee may not use the services of any other dealer, mechanic, craftsman or other person on the premises of Lessor without first securing prior approval of the Lessor. All work not minor in nature shall be approved by the Lessor before commencement. The use of electric sanders is prohibited. Generally major maintenance and repair will not be allowed at the Marina.
22. Docks, piers and Harbor Walk are to be kept clear at all times. No personal gear including but not limited to signs, tables, chairs, bicycles, umbrellas, pumps, generators, coolers etc. will be stored or kept on the docks at any time.
23. Use of non-rated UL power/extension cords in the Marina is prohibited. Non-rated UL power/extension cords will be removed immediately by the Lessor.
24. Recreational vessels with dockage agreements shall be non-liveaboard. Lessees of recreational vessels may reside on the vessel for up to eight (8) days a month maximum. Only Lessees can reside on the vessel during those days. Other people staying on the vessel without the Lessee present is not allowed.
25. Lessees with pets will not let the animals disturb other Lessees in any way and pets will be cleaned up after when walked. All pets will be leashed when off Lessee's vessel.
26. Any vessel which may sink in the Marina shall either be re-floated or removed by the Lessee within 72 hours or a fine of \$100.00 per day shall be levied. As a result of a storm event the Lessor will work with the Lessee to allow a reasonable amount of time for the vessel to be refloated or removed as long as the Lessee takes measures to prevent pollution liability within 48 hours after the storm event.

BUILDING INSPECTION REPORT

Report Number
908

Subject Property



631 Greene Street
Restaurant
Key West, FL
33040

Client Information

Client Name **Key West Historic Seaport**

Inspection Details

Inspection Date: **04/24/2017**

Inspection Time: 9:00 AM

Inspection Conducted By



Kross Inspectors

12155 Metro Parkway, 4

Fort Myers, FL, 33966

Phone: (877) 496-4662

Fax:

E-Mail: commercial@krossinspectors.com

Web: www.krossinspectors.com

Inspected by:

Kross Inspectors

Inspector's Signature:

Signature Date

4/24/2017

Inspector Education
Services

Commercial Certification

IES12012001,

Date: 1/20/2012

Property Inspection Report

Table of Contents

- 1 Property and Inspection Information
- 2 Roofing System
- 3 Exterior Elements
- 4 Structural System
- 5 Interior Elements
- 6 Insulation and Ventilation Systems
- 7 Heating and Cooling Systems
- 8 Plumbing System
- 9 Electrical System
- 10 Deficiency Summary

1

PROPERTY AND INSPECTION INFORMATION

SUBJECT PROPERTY

The Property located at:
631 Greene Street Restaurant , Key West
was inspected on 04/24/2017 at approximately 9:00 AM

The style of this building is: Detached

The approximate year built is: 1971

Stories above grade: Single Floor
The Approximate Living Area Is: 18653
The Approximate Building Area Is: 18653

AMBIENT CONDITIONS
Temperature: 78 Degrees
Clear
Light Wind
Recent Rains

Location descriptions reference orientation as if viewing the property from the front, representing either facing the front entry door.

This Report is provided as information to the Client(s): Key West Historic Seaport

In attendance at the inspection were: Client
Tenant Employees

SCOPE OF INSPECTION

This Report is intended to provide the user with an overall assessment of the property condition and operability of certain mechanical systems as of the Inspection date.

A visual inspection and physical testing of mechanical equipment as outlined within the Kross Inspectors Standards of Practice for Commercial Properties, otherwise known as the Scope has been performed on accessible components of the Exterior Site, Exterior Structure, Roof, Interior Elements, Heating and Cooling Systems, Insulation and Ventilation Systems, Plumbing Systems, and Electrical Systems.

The Inspection Procedures include incorporation of Standards as referenced by ASTM International E2018-15 for Property Condition Assessments.

The Scope of the assessment in detail may be found by visiting www.krossinspectors.com/sopcomm.

Kross Inspectors has performed a visual inspection of property elements in order to report on abnormalities and damages, to be labeled as DEFICIENCIES within this Report.

The Inspection process may include use of equipment deemed necessary by the Inspector in order to complete the assignment. This equipment may include, but is not limited to: Electrical Testing and Measurement Devices, Moisture Measurement Devices, Thermal Imaging Cameras, Infrared Thermometers, etc.

Invasive or destructive devices and techniques are not utilized unless otherwise noted in addition to the Scope of the assignment and with prior written authorization by the property owner or owner responsible party.

The user of this Report should note that Limitations and Exclusions of Elements and Systems will always apply. These limitations and exclusions are listed within the Scope as well as within each section of this Report.

Due to Limitations and Exclusions as found within every Inspection, this Report should not be considered a warranty or guarantee regarding future performance of any system or element Inspected.

The user of this report should note that the word "home" may appear in some fixed content within the report. For efficiency and accuracy, this report writing software has been utilized and some "static" content may not be altered by the author. In these cases, simply consider replacing the word "home" with "building" in order to place in proper context.

Deficiencies as observed in the course of inspection are noted within each element section and in the attached Deficiencies Report. The User of this inspection report should take into consideration the entire report when making decisions about the current condition of the subject property.

The following systems were inspected, with the full report describing the characteristics of these systems:

Roof System

Exterior Elements

Structural System

Interior Elements

Insulation and Ventilation Systems

Heating and Cooling Systems

Plumbing System

Electrical System

LIMITATIONS

Terms used within the Deficiency Report provide details of observations made in the course of the building inspection. In reporting an observation, the inspector is providing an opinion that the condition is considered to be a deficiency when the function or operation of the observed item does not meet the intended use or performance.

LOCATION: The physical location of the noted condition as observed by the inspector.

CONDITION: A description of the deficiency or condition observed.

EXPLANATION: A description of the nature of the deficiency.

IMPACT OR CONSEQUENCES: A description of impact of the condition to the property based on the system or component not meeting its intended function. Where applicable, a description of consequence for not taking action to correct the deficiency may be provided.

RECOMMENDED ACTION: The inspectors opinion for action by the building owner. Action statements may include:

Repair: the noted item or system should be repaired to restore it to its intended function or condition.

Replace: the noted item is deficient to a degree that actions for achieving intended performance will likely best be accomplished by replacing the affected item.

Review: the item should be reviewed by the building owner, possibly with input from other experts.

Monitor: the item should be monitored on a periodic basis, with action as appropriate to the degree of change over time.

Service: the noted item has an aspect of functionality that can be improved by servicing the item, with the intended result being to restore the item to its expected level of operation and functionality.

Install: the noted item is missing or not installed in a manner to achieve a required function or operation.

Adjust: the noted item requires an adjustment to achieve its intended operation and function.

Complete: the noted item is partially completed in terms of installation, with further work required to achieve completion.

Remove: an item requires removal as it constitutes an aspect not required.

Consult Specialist: the nature of an observation is such that the services or opinion of a specialist is required. The inspector defers opinions of the condition to that of an expert or specialist with specific qualifications, training, and knowledge of the noted condition.

2 ROOFING SYSTEM

FUNCTION

The roof components of the building are designed to be a primary protection barrier for water intrusion to the interior building spaces. This barrier is designed to provide protection from adverse affects of exterior climate conditions. The roof components are comprised of the installed roof covering materials, the roof structure, roof ventilation, and roof drainage. The combination of materials and the installation design affect the life expectancy and performance of the roof. Frequent reviews of the roof components are necessary.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the roof components includes a review of roof characteristics such as: roof surface materials, roof design, estimated age of roof covering, roof drainage systems, roof penetrations, and associated roof elements such as chimneys, skylights, exhaust fans, and roof structure ventilation. Certain limitations and exclusions may apply to the inspection of the roof components such as: limited access to structural components, limited safe viewing access, detection of leaks which require specific events to occur, and items specifically excluded as noted within the Scope of Inspection.

SYSTEM CHARACTERISTICS:

LOCATION	ROOF COVER	SLOPE	AGE	INSPECTION METHOD
Main	Metal	Low	15 Plus	Ground Ladders at Roof Edge
Lower	Metal	Low	15 Plus	Ground Ladders at Roof Edge
Equipment	Roll Roof	Flat	15 Plus	Walked on Surface(s)

ROOF PENETRATIONS

Roof Vents:
Roof

Plumbing Stack:
Multiple

Chimneys:
None

Skylights:
None

ROOF DRAINAGE

Soffits: None

Fascia:
None

Gutters And Downspouts:
Aluminum

Gutter Discharge Location
Above Grade
Below Grade

Electrical Masts:
None

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Access Restriction: Surface Cover Susceptible to Damage If Walked Upon

ROOF SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some isolated areas of concern noted.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Left **System:** Roof **Condition:** Rot observed on sheathing

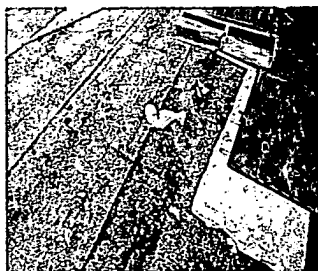
Explanation: Our examination of the roof structure has revealed indications that moisture issues at the roof structure has resulted in rotting of the roof sheathing.

Impact Consequences: The design of the roof structure assumes all framing and support members are intact and bearing their contribution of loads and forces. A deteriorated area of roof sheathing can seriously compromise the integrity of the roof structure. A possible outcome of this condition is that the roof may not be capable of bearing heavy loads or forces without broader damage to the roof structure. Immediate investigation by a roof framing specialist is recommended.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Exterior Left **System:** Roof **Condition:** Asphalt roll roofing is old

Explanation: The shingle roof surface is displaying indicators that the protective roof covering is at or near the end of its service life.

Impact Consequences: As a result of a review of the roof covering the overall condition is such that the roof is deemed to be at or beyond its limits of its serviceable life. Extensive indicators of age are noted. Consideration should be given to replacing

is unpredictable. Failing to replace the roof covering may result in damage to the structure and contents of the building.

Recommended Action: Monitor closely; consider replacing

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Periodic roof examinations are suggested, with attention to monitoring for missing or damaged shingles, and deterioration over time. A visual examination of all roof surfaces should be done as part of your twice-yearly exterior maintenance activities.

Your roof areas should be checked after storms and major rainfall to ensure deterioration or damage has not occurred to roof cover, drainage components, flashings, and penetrations.

3

EXTERIOR ELEMENTS

PURPOSE

The exterior components of the building are designed to be a protection barrier for interior components. This barrier is designed to provide protection from adverse affects of climate conditions and intrusion from pests as well as overall building security.

ADA Compliance and Phase I Environmental Site Assessments are provided under separate cover when requested by Client in addition to the Scope of this assignment.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the exterior components includes a review of exterior characteristics including: the exterior walls, walkways, parking lots, common areas, water retention areas, drainage, curbing, and any site conditions that affect the exterior components of the building. Items noted within this section are based on observations as performed within the Scope of the Inspection assignment. Certain limitations and exclusions may apply to the inspection of the exterior components such as: viewing constraints by vegetation, attached structures, stored items, parked vehicles, and other visual impairing obstacles; restricted access; and confined entry or hazards, of which compromises the safety of those performing the assessment.

SYSTEM CHARACTERISTICS:

Wall Claddings(s)

Exterior Wall Finishes:
Metal

Porches, Decks, Stairs, & Patios

Porches & decks:
Front
Side

Exterior Wall Trim

Metal

Exterior Stairs:
Concrete

Roof Edge Drainage

Soffits: None

Exterior Stair/Deck Railings:
Metal

Fascia: None

Gutters: Aluminum
Downspouts: Aluminum
Downspout Discharge: Above
Grade
Below Grade

Hardscapes:
Common Element
Concrete

Retaining Walls:
Concrete
Common Element

Garage & Driveway

Garage Style:
Garage N/A

Doors & Windows:

Window Styles
Fixed

Garage Doors:
N/A

N/A

Metal

Driveway:
Common Element

Window Glaze Features:
Single Glazing

Lot grading & Drainage:

Storm Drain At Front
Storm Drain At Rear

Exterior Door Styles
Single

Door Materials:
Metal
Glass

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Foundation: Shrubs, Greenery Obstruct Viewing

Foundation: Visual Restriction Due to Stored Items

Walls: Shrubs, Greenery Obstruct Viewing

Walls: Stored Items Obstruct Viewing

EXTERIOR ELEMENTS ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some areas of deferred maintenance observed.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Front **System:** Exterior **Condition:** Damaged Metal Siding Components

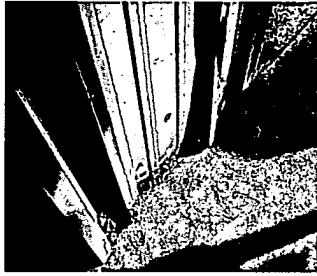
Explanation: Damaged metal siding components are observed to be damaged.

Impact Consequences: Damaged components of the metal siding present opportunities for both water and pest intrusion into the building. Repair or replace damaged components.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

2.



Location: Throughout **System:** Exterior **Condition:** Rusted Metal Siding Components

Explanation: Metal siding components are observed to be rusted.

Impact Consequences: Rusted metal siding components may promote both water and pest intrusion into the subject property. Repair or replace rusted areas in order to restore the sidings intended function.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

3.



Location: Exterior Front **System:** Exterior **Condition:** Deteriorated Concrete Components of Exterior Stairs

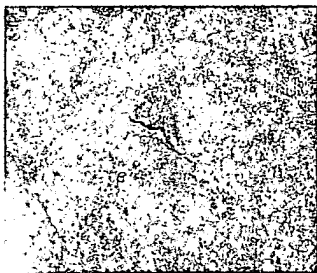
Explanation: Exterior stairs display deterioration of concrete structural components

Impact Consequences: Repair the areas of deteriorated components on the exterior stairs in order to restore structural integrity and prevent trip hazards.

Recommended Action: Repair

[Click here to find out more about this item](#)

4.



Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway

Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

5.



Location: Exterior Right **System:** Exterior **Condition:** Unsealed AC Condensate Drain Through Exterior Wall

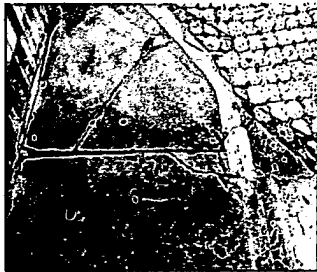
Explanation: The penetration of the air conditioning condensate drain is not sealed.

Impact Consequences: Seal the drain line penetration in order to prevent pest and water infiltration.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.



Location: Exterior Left **System:** Exterior **Condition:** Trip hazard(s) on walkway

Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Exterior elements should be inspected at least twice a year (spring and fall) to assess for items requiring repair or maintenance. This includes all exterior surface finishes; trims and flashings; eavestrough and downspouts; soffits and fascias; porches, decks and stairs; sidewalks and driveways; doors and windows; and roofs. Be particularly vigilant for conditions that may result in pest or water infiltration.

4 STRUCTURAL SYSTEM

PURPOSE

The structural components of the building are designed to support weight loads and outside forces placed on the building. The structural components may be comprised of the foundation elements, floor support structure, wall support structure, and roof support structure. Structure materials and design have an adverse affect on how the structure performs under certain conditions such as high winds, rain, earth movement, and changing weight loads.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the structural components includes a review of systems such as foundation elements, flooring support, and roof support. Certain limitations and exclusions may apply to the inspection of the structural components such as: limited access to structural systems, limited safe viewing access, detection of leaks which require specific events to occur, and items specifically excluded as noted within the Scope of Inspection. The user should also note that the typical Inspector does not provide engineering or architectural services, unless specifically noted within the Scope of Inspection. Some items noted within may require further examination and the opinion of a structural engineer or architect. Such opinions shall be delivered under cover separate from this Report.

ACCESS TO INSPECTED AREAS:

ATTIC HATCH ACCESS LOCATION(S)	CRAWL SPACES
In Attic	NA

SYSTEM CHARACTERISTICS:

GRADE LEVEL/SUB-GRADE ELEMENTS	WALL AND FLOOR STRUCTURE
Foundation Walls: Poured Concrete	Exterior Walls: Steel
Basement Floor: NA	Floor Sheathing: Poured Concrete
Crawl Space: NA	Beams: Steel
Roof Style: Hip Flat	Beam Support: Steel Columns
Roof Structure: Steel	Columns: Steel
Roof Sheathing: Steel Q Deck	

At the time of inspection, the following restrictions applied to the examination of this system:
Interior Floors Are Finished
Interior Walls Are Finished
Insulation Is In Place
Stored Items

STRUCTURAL SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some areas require attention.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Right **System:** Structure **Condition:** Deteriorated or Damaged Beams

Explanation: Structural support beams are observed to be damaged or deteriorated.

Impact Consequences: Deteriorated or damaged structural beams should immediately be reviewed by a qualified contractor for proper repairs.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Exterior Right **System:** Structure **Condition:** Foundation wall is cracked; minor

Explanation: Cracks in the foundation wall are observed during examination of the exterior of the building. At the time of inspection the crack(s) are regarded to be minor. Ascertaining the cause of a crack cannot be readily determined during a building inspection but are typically due to shrinkage of the concrete during curing settlement of soils below the footings pressure of soils against the foundation wall or from a physical shock seismic or hydrological event. At the time of inspection adverse effects are not observed.

Impact Consequences: Minor cracks should be monitored for change over time. Cracks that change in size and extent over time are an indication of settlement and should be reviewed by a foundation specialist and may require further evaluation by a soils and or structural engineer. Periodic monitoring is recommended to ascertain whether adverse effects are occurring. Note that a building inspection cannot predict whether an adverse consequence is likely to occur. For example a crack that shows no indication of current or past evidence of water leakage to the interior may leak in the future.

Recommended Action: Monitor

[Click here to find out more about this item](#)

3.



Location: Exterior Right **System:** Structure **Condition:** Foundation wall is damaged

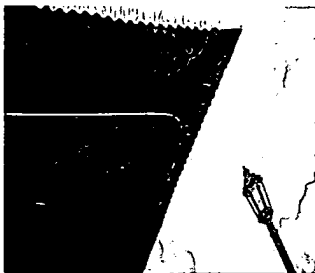
Explanation: An area of damage is noted in the foundation wall.

Impact Consequences: Damaged areas are susceptible to adverse conditions that may include deterioration of the foundation wall structural effects and moisture problems or water infiltration. As a minimum periodic examinations should be performed to observe for change and whether any adverse conditions are occurring. Advice from a foundation or structural specialist should be considered.

Recommended Action: Monitor; Consult Specialist

[Click here to find out more about this item](#)

4.



Location: Exterior Right **System:** Structure **Condition:** Deteriorated or Damaged Beams

Explanation: Structural support beams are observed to be damaged or deteriorated.

Impact Consequences: Deteriorated or damaged structural beams should immediately be reviewed by a qualified contractor for proper repairs.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Foundation cracks are noted. Minor cracks are a typical result of settlement. Monitor closely for indication of water infiltration, as well as change in size and extent over time. Note that further investigation and action by a foundation specialist may be required. The foundation appears to have been repaired or modified. The scope of this inspection does not include evaluation for effectiveness of this repair or modification. Monitor closely; further investigation by a foundation specialist may be required should moisture penetration occur or if there is a change from the current conditions.

5 INTERIOR ELEMENTS

PURPOSE

The Interior components are designed to provide suitable finished areas within the building for occupant use. Typical components of the interior finished spaces are flooring materials, wall materials, ceiling materials, and door materials.

These components should work in concert in order to provide a functional use of the building interior spaces.

Additional components of the Interior inspection may include fire safety equipment and vertical transport systems.

ADA Compliance and Phase I Environmental Site Assessments are provided under separate cover when requested by Client in addition to the Scope of this assignment.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the interior components includes a review of interior walls, ceilings, doors, windows, cabinets, and flooring. Should the Scope of Inspection provide for it, the Inspector may also test appliances and other ancillary systems if properly and safely installed within the building. Certain limitations and exclusions may apply to the inspection of the interior components such as: limited or restricted access, obstacles such as furniture or storage, and other items specifically excluded by the Scope of Inspection.

SYSTEM CHARACTERISTICS:

Interior Finishes:

Interior Wall Finishes: Paneling
Roll Up Doors

Interior Door Styles:
Flat Slab

Ceiling Finishes:
Acoustic

Interior Stairs:
Kitchen and Behind Gift Shop

Floor Finishes:
Ceramic Tile
Concrete

Cabinetry:
NA

Common Walls:
Steel

Fire Places

Fire Place Type:
Hood Vents

Fire Place Details:
Hood Vents

Chimney Details:
Chimney

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Items not included in this inspections are:

Security
Telephone

Obstructed interior elements include:
Surfaces Under Floor Coverings
Furniture
Storage
Finished Interior Surfaces

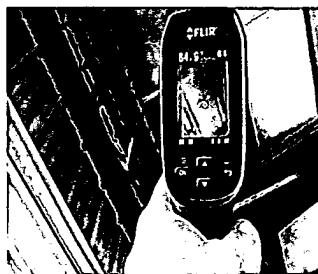
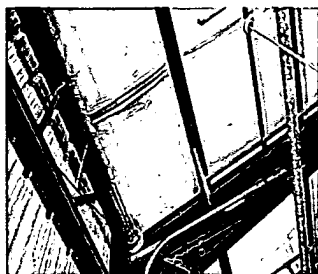
INTERIOR ELEMENTS ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some areas of deferred maintenance observed.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Lounge **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

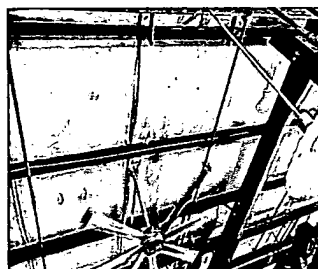
Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

2.



Location: Lounge **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content

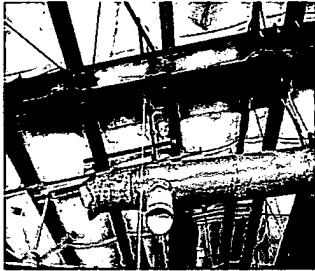
using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.



Location: Lounge **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

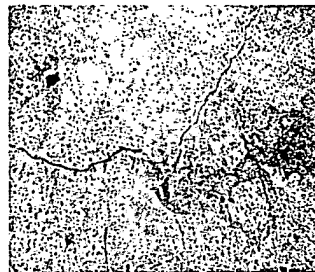
Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

4.



Location: Throughout **System:** Interior **Condition:** Typical Settlement of Concrete Floor

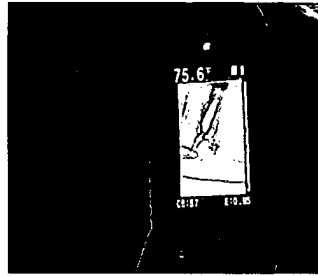
Explanation: The exposed concrete floor displays typical settlement cracks.

Impact Consequences: Settlement cracks should be monitored over time for change. Cracks larger than one quarter inch wide should be reviewed by a structural engineer.

Recommended Action: Review

[Click here to find out more about this item](#)

5.



Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.



Location: Storage **System:** Interior **Condition:** Evidence of pest entry.

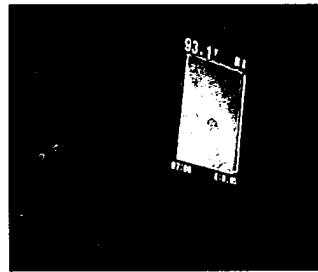
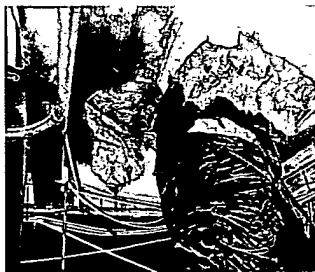
Explanation: There is indication of pest entry into the interior of the building.

Impact Consequences: Pest infestation can pose health risks to the building occupants. A qualified pest control technician should be consulted for further review. Routine maintenance and pest control schedules should be followed to prevent further and future infestation.

Recommended Action: Service

[Click here to find out more about this item](#)

7.



Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

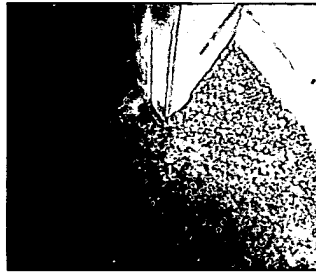
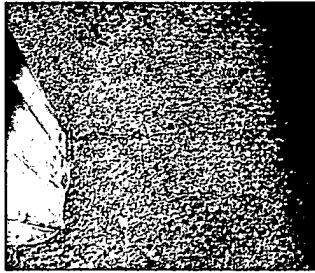
Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold

Recommended Action: Repair

[Click here to find out more about this item](#)

8.



Location: Office **System:** Interior **Condition:** Pest Damage Suspected

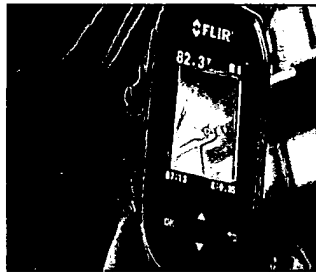
Explanation: Damage to interior components is suspected to be from pest entry

Impact Consequences: Interior components displaying signs of pest damage should be further investigated by a licensed pest control operator in order to determine the extent of damage as well as the proper treatment.

Recommended Action: Consult

[Click here to find out more about this item](#)

9.



Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

10.



Location: Kitchen **System:** Interior **Condition:** WET Wall Stain Plumbing Component Leak

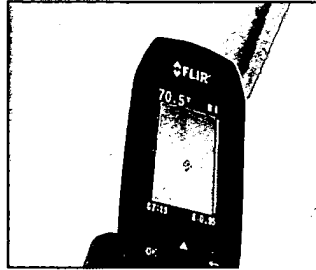
Explanation: A stain on a wall surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active plumbing distribution or drain pipe leak.

licensed plumber in order to determine proper remedy and prevention of further water damage from the plumbing component. A health hazard may be present should the leak originate from a plumbing waste drain or if moisture accumulation has provided an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

11.



Location: Kitchen **System:** Interior **Condition:** WET Ceiling AC Component Leak

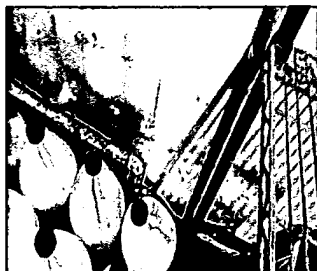
Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active air conditioning component leak.

Impact Consequences: Wet areas below air conditioning components can originate from simple condensation build up due to humidity within a confined space or active water leaks from the air conditioning condensate components. The area above the ceiling should be investigated further by a licensed air conditioning contractor in order to determine the exact origin of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

12.



Location: Kitchen **System:** Interior **Condition:** Mold Suspected On Interior Surfaces

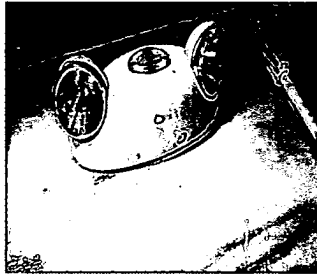
Explanation: Mold or Fungus is observed to be growing on interior surfaces.

Impact Consequences: The substance should be laboratory tested in order to determine if and what type of mold is present. Laboratory testing should be forwarded to a licensed Mold Remediator in order to determine proper cleaning and remedy.

Recommended Action: Repair

[Click here to find out more about this item](#)

13.



Location: Mens Restroom **System:** Interior **Condition:** Failed Flood Light Test

Explanation: The flood light failed to illuminate upon restricting the power source or using the test button.

Impact Consequences: Flood lights should be installed with a battery backup in case of power loss. Replace the battery or fixture in order to restore its intended function.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

14.



Location: Gift Shop **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Periodic inspection of your attic is suggested, to examine for evidence of water infiltration, as evidenced by water stains, rot, or mold. Examination after heavy rainstorms is suggested as the best opportunity to view current issues.

6

INSULATION AND VENTILATION SYSTEMS

PURPOSE

The Insulation and Ventilation components are designed to reduce heat loss in cold climates and heat gain in warm climates. The insulation component is a system of materials which provide a thermal blanket and vapor barriers for the building. The ventilation component is a system of materials and possibly mechanical devices designed to control the flow of air. Both components help control the interior atmosphere for the building occupants.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the insulation and ventilation components includes a review of installed insulation materials, vapor barriers, ventilation materials, and installed mechanical ventilation devices. Certain limitations and exclusions may apply to the inspection of the insulation and ventilation components such as: limited or restricted access points, examination in locations considered unsafe for the Inspector, and inoperable devices due to power restrictions.

ACCESS TO INSPECTED AREAS:

ATTIC HATCH ACCESS LOCATION(S)	CRAWL SPACES
In Attic	NA

SYSTEM CHARACTERISTICS:

Insulated Spaces

Attic Insulation:
Fiberglass Batt

Attic Estimated R Value:
R-9 to 22

Attic Vapor Barrier:
Polyethelene

Foundation Wall Insulation:
NA

Foundation Wall R Value:
NA

Foundation Vapor Barrier:
NA

Crawl Space Insulation:
NA

Mehcanical Ventilation:

Kitchen
Restrooms

Air Make-Up:
None

Attic Ventilation:
Roof

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Foundation Has finished surfaces

Foundation Has storage obstructions

INSULATION AND VENTILATION ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Multiple patched areas require ongoing reviews.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Throughout **System:** Insulation Ventilation **Condition:** Damaged Interior Roof Decking Insulation

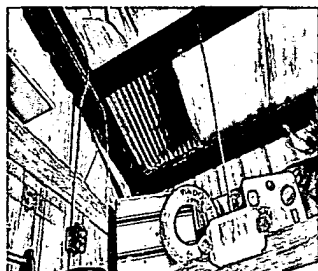
Explanation: The insulation attached to the interior roof deck is damaged.

Impact Consequences: Replace the damaged sections of roof decking insulation in order to restore the intended function.

Recommended Action: Replace

[Click here to find out more about this item](#)

2.



Location: Main Dining Room **System:** Insulation Ventilation **Condition:** Loose Interior Roof Deck Insulating Materials

Explanation: Interior roof deck insulation is not adequately secured.

Impact Consequences: The insulation should be installed properly in order to prevent efficiency loss.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Be conscious of air quality: molds need moisture to grow. Any signs of water leaks to the interior should be immediately addressed. Monitor indoor humidity; keeping relative humidity below 50% is suggested.

Additional Comment By Inspector:

7

HEATING AND COOLING SYSTEMS

PURPOSE

The primary purpose of the Heating and Cooling system is to provide a comfortable interior building atmosphere. Systems used to provide this controlled environment may include Central Heating and Cooling Split or Package Systems, Chilled Water Systems, and Heat Pumps.

These systems are comprised of many separate elements such as: operation controls, condensing units, evaporator units, central chilling systems, air supply ducts, air return ducts, registers, filters, zone thermostats, etc.

The purpose of the Inspection is to determine if installed systems operate under use of normal controls and if investigation of abnormalities by a qualified technician may be required.

As the Inspection is a limited assessment of a type of system prone to failure without notice, this report is not intended to be a warranty or guarantee of future performance. Manufacturer Warranties and current Maintenance Contracts in the possession of the current property owner should be taken into consideration as well.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the heating and cooling systems includes a review of heating and cooling characteristics including: fuel sources utilized, operation of the installed systems using normal controls, and installed associated equipment. Certain limitations and exclusions may apply to the inspection of the installed heating and cooling systems such as: energy source restrictions, inoperable or damaged controls, restricted control access, exterior climate conditions, safety hazards observed, and missing components required to operate the system.

SYSTEM CHARACTERISTICS:

Heating

Heating Design: Central Forced Air

Energy Source: Electric

Connection Location: Left Wall

Heating System Details

Manufacturer Comment:

Multiple Units. See mechanical inventory Report.

Model:

Multiple Units. See mechanical inventory Report.

Serial:

Multiple Units. See mechanical inventory Report.

Age in Years:

15-20

Capacity Comment:

Multiple Units. See mechanical inventory Report.

Efficiency Comment:

Multiple Units. See mechanical inventory Report.

Air Filter Location:

Outside Blower
Fresh Air Supply:
None
Exhaust:
NA

Cooling System Details

Cooling Design: Central

Manufacturer Comment:

Multiple Units. See mechanical inventory Report.

Model:

Multiple Units. See mechanical inventory Report.

Serial:

Multiple Units. See mechanical inventory Report.

Age:

15-20

Capacity Comment:

Multiple Units. See mechanical inventory Report.

Efficiency:

Conventional

Filter Location:

Outside Blower

HEATING AND COOLING ACCESSORIES

NA

RESTRICTIONS:

Heating Restrictions

At the time of inspection, the following restrictions applied to the examination of the heating system:

System Off - Seasonal

Air Conditioner In Use

Cooling Restrictions

At the time of inspection, the following restrictions applied to the examination of the cooling system:

System Observed Operational

HEATING AND COOLING ASSESSMENT SUMMARY:

Some areas require attention.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Left **System:** Heating And Cooling **Condition:** Refrigerant Line Insulation Missing or Damaged

Explanation: The insulated covering for the refrigerant line is missing or damaged.

Impact Consequences: The insulated covering is installed on the refrigerant lines to increase efficiency of the unit and to reduce condensation that may cause water damage to surrounding areas. Consult a licensed HVAC technician for proper installation of refrigerant line coverings.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Storage **System:** Heating And Cooling **Condition:** Evaporator unit is damaged

Explanation: Physical damage is noted to the evaporator section of the air conditioner. Damage is often due to mishandling during cleaning and maintenance and can include damage to the coils fins or casing.

Impact Consequences: Damage may restrict the flow of air through the unit which will in turn reduce the efficiency of the unit. The effects of physical damaged should be monitored over time. It is suggested that a cooling specialist check the unit for functional issues and advise whether corrections are required.

Recommended Action: Review

[Click here to find out more about this item](#)

3.



Location: Storage **System:** Heating And Cooling **Condition:** Deteriorated Drip Pan

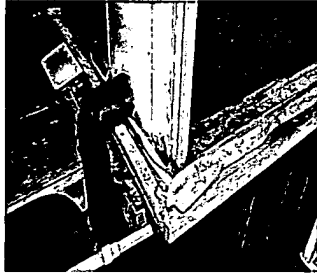
Explanation: Drip pan for condensation system is deteriorated.

Impact Consequences: Deteriorated condensate drip pans pose a risk of leaking. Leaks from drip pans can damage adjacent surfaces as well as promote mold growth. Consult a licensed air conditioning contractor for proper replacement of the drip pan.

Recommended Action: Replace

[Click here to find out more about this item](#)

4



Location: Storage **System:** Heating And Cooling **Condition:** Evaporator unit is damaged

Explanation: Physical damage is noted to the evaporator section of the air conditioner. Damage is often due to mishandling during cleaning and maintenance and can include damage to the coils fins or casing.

Impact Consequences: Damage may restrict the flow of air through the unit which will in turn reduce the efficiency of the unit. The effects of physical damaged should be monitored over time. It is suggested that a cooling specialist check the unit for functional issues and advise whether corrections are required.

Recommended Action: Review

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

To ensure safe operation of the key components of the heating, cooling, and ventilation systems, annual service by a qualified specialist is recommended.

A visual inspection has revealed that the unit is due for its annual cleaning and maintenance. Annual cleaning and maintenance will prolong the life of the installed components and increase energy efficiency.

Filters that are part of your heating/cooling system should be checked periodically, and cleaned or replaced when required.

8 PLUMBING SYSTEM

PURPOSE

The plumbing system is designed to provide for the water service and waste water management needs of the building as well as irrigation for the exterior site elements. The water supply and waste management systems installed may be of a private source such as a well and septic system, or may be provided through public utilities. The source of water management is identified within this section of the Report.

Additional reporting on water components of the building fire safety system may be included within this section as well.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the plumbing system includes a review of system characteristics including: the water service type, main shut off type and location, water distribution materials, plumbing fixtures, waste drainage materials, and a review of the installed water heating equipment. If provided for in the Scope of Inspection, the Inspector may provide further reporting for installed water conditioning and softening equipment. Certain limitations and exclusions may apply to the inspection of the plumbing system such as: limited access to installed components, restricted water service to the building, concealed components of the system, and restricted fuel source to the water heating system. Other restrictions may apply as outlined within the Scope of Inspection.

SYSTEM CHARACTERISTICS:

Water Supply System

Service Type:Public

Meter Pick-up Location: Left Wall

Water Meter Location: Left Wall

Water Connection Location: Left Wall

Main Shut Off Location: Left Wall

Service Supply Material: Copper

Hose Bib Locations:

Right Wall

Left Wall

Hose Bib Types:

Standard

Distribution System:

Locations Served: Kitchen

Restrooms

Distribution Material: Copper

Plastic

Drainage and Venting System

Sanitary Drain Connection:Sanitary

Sanitary Drain Material:PVC

Fixture Drain Materials:PVC

Drain Types:Floor

Trap

Condensate

Water Heaters(s)

Make	Model#	Serial#	Type	Fuel	Shut-off	Age	Size	Venting	Location
Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	Tank	Electricity	Breaker	Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	NA	Multiple Units. See mechanical inventory Report.

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Concealed water distribution pipes not inspected

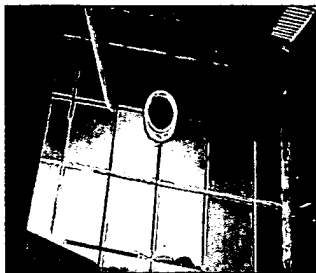
PLUMBING SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some isolated areas of concern.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Lounge **System:** Plumbing **Condition:** Drainage system has unsealed openings

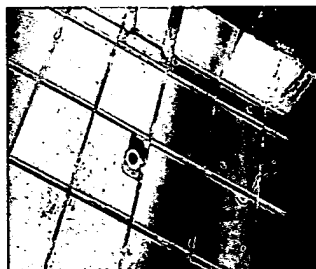
Explanation: An opening in the drainage system is observed to not be sealed or is improperly sealed.

Impact Consequences: Unsealed openings may permit waste water leakage or flooding. Unsealed openings may result in sewer gases entering the building. The presence of sewer gas should be considered as a risk to health and if in sufficient density may present the risk of explosion. All unsealed openings in the drainage system should be sealed.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Lounge **System:** Plumbing **Condition:** Drainage system has unsealed openings

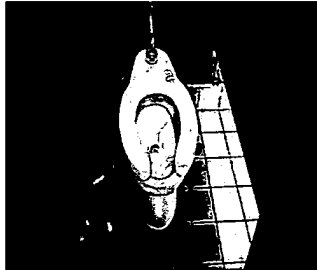
Explanation: An opening in the drainage system is observed to not be sealed or is improperly sealed.

flooding. Unsealed openings may result in sewer gases entering the building. The presence of sewer gas should be considered as a risk to health and if in sufficient density may present the risk of explosion. All unsealed openings in the drainage system should be sealed.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.



Location: Womens Restroom **System:** Plumbing **Condition:** Toilet is loose

Explanation: The toilet is observed to be not securely affixed to the floor.

Impact Consequences: A toilet that is not securely attached may rock and result in damaging the seal between the toilet and its drainage flange. This condition may also result in breaking the porcelain flange near the securing bolts. Failure to correct can result in leakage with possible damage to the floor and interior elements.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Operate all shut off valves at least twice a year to ensure valves operate and to prevent the valve mechanisms from seizing over time.

9 ELECTRICAL SYSTEM

PURPOSE

The electrical system is designed to provide for the electrical needs of the building. This includes providing the metering of the electrical supply, the distribution of electrical supply to areas in the building, installed safety features, and circuit protection. Further extensions of the electrical system include lighting fixtures, switches, and outlets installed to meet the needs of the building occupants.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the electrical system includes a review of system characteristics including: the electrical service and related items, main disconnect type and location, electrical panels and sub panels, branch circuit protection, system ground, electrical outlets and switches, ground fault and arc fault protection, electrical fixtures, and distribution wiring. Further reporting may be included for testing the installed safety devices such as smoke detectors and carbon monoxide detectors. Items noted within this section are based on observations as performed within the Scope of the Inspection assignment. Certain limitations and exclusions may apply to the inspection of the electrical system such as a review of: remote control devices, security system and components, low voltage wiring and components, and other components not considered part of the primary electrical system. Technically exhaustive methods are not typically included in the inspection methods such as measurement of amperage, voltage, and continuity. Other restrictions placed on the Inspector during the assignment may include restricted service, inaccessibility to controls, inoperable or damaged components, and time constraints may restrict the Inspector from making a full evaluation of the electrical system.

SYSTEM CHARACTERISTICS:

Electrical Service

Meter Location:
Left Wall
Electrical Service Size: 800 Amps

Electrical Service Voltage:
120/240 Volts
Service Type:
Underground Cable
Service Material:
Concealed

Main Disconnect

Main Disconnect Location:
Left Wall
Main Disconnect Size: 800 Amps

Main Disconnect Type: Switch

System Ground Location:
At grounding stake/pad

Distribution Wiring

Wire Type: Copper
Grounded

Arc Fault Outlets:

NA

Safety Devices

Smoke Detectors: AC Ducting

Carbon Monoxide detectors:

NA

Electrical Outlets:

Outlets Type(s):3-Prong

GFI Protected Outlet Locations:

Bathrooms

Main PanelPanel Location:
Ulility RoomPanel Size:
400 AmpsCircuit Protection:
Circuit Breakers

Sub PanelsPanel Location:
Ulility RoomPanel Size:
400 AmpsCircuit Protection:
Circuit Breakers

Ulility Room

225 Amps

Circuit Breakers

Ulility Room

225 Amps

Circuit Breakers

Ulility Room

225 Amps

Circuit Breakers

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Main electrical disconnect was not operated

Wiring that is concealed is not inspected

System ground point was not accessible for examination

ELECTRICAL SYSTEM ASSESSMENT SUMMARY:

Some safety items noted.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.**Location:** Exterior Front **System:** Electrical **Condition:** Electrical outlet does not work**Explanation:** An electrical outlet is observed to be inoperative.

or defective device. In certain circumstances the condition may present the risk of electrical shock if the cause is due to a loose wire. Further investigation by a licensed electrician may be required in order to determine the cause.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Exterior Right **System:** Electrical **Condition:** Unterminated active wiring observed

Explanation: Wires are observed to be not terminated in a protective box and this wiring is active.

Impact Consequences: Active wiring should be properly terminated at a protective box panel or fixture. Exposed wire ends present the risks of electrical shock or fire. This condition is a safety concern and should be immediately rectified.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.



Location: Exterior Left **System:** Electrical **Condition:** Surge Suppression Requires Replacement

Explanation: The surge suppression device installed in the panel indicates it requires to be replaced.

Impact Consequences: An indicating light on the component is off at the time of the inspection. This is an indication that the unit may no longer be functioning and needs to be replaced. Consult a licensed electrician for proper installation of a new component.

Recommended Action: Replace

[Click here to find out more about this item](#)

4.



Location: Kitchen **System:** Electrical **Condition:** Evidence of water at electrical distribution or sub panel.

Explanation: An electrical panel or sub panel displays the presence of current or past

Impact Consequences: Water infiltration into the panel or sub panel can cause rusting and corrosion of the panel its components and the overcurrent devices. Water may lead to short circuiting arcing and possibly fire in the panel. The indication or presence of water in the panel should be immediately investigated and repaired by an electrician. Failure to correct presents the risks of damage or present safety hazards.

Recommended Action: Consult Specialist

[Click here to find out more about this item](#)

5.



Location: Storage **System:** Electrical **Condition:** Wire connections are not performed in boxes

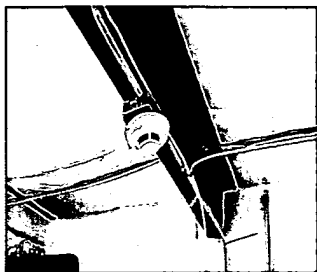
Explanation: Splices are observed wire runs. Splices are not permitted to be applied in locations outside of protective boxes.

Impact Consequences: To assure safe termination of connections and for protection of the wire connections for wire runs are required to occur in protective electrical boxes. This condition is a safety concern and should be immediately rectified. For safety wires that contain splices should be repaired such that conductors are properly joined inside of a suitable electrical box or the wire sections. should be replaced in its entirety.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.



Location: Office **System:** Electrical **Condition:** Detector [smoke fire or CO] is loose

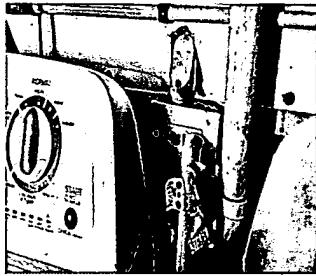
Explanation: A smoke fire or carbon monoxide detector is observed to be not adequately secured at its present location.

Impact Consequences: A loose device may impair the operation of the detector and if connected to a 120V circuit may present a safety risk. As the detector is a safety device it is crucial that this device be installed in accordance with the manufacturer instructions. Immediate action should be taken to correct this condition to assure correct operation of this safety device.

Recommended Action: Repair

[Click here to find out more about this item](#)

7.



Location: Kitchen **System:** Electrical **Condition:** Electrical outlet is damaged

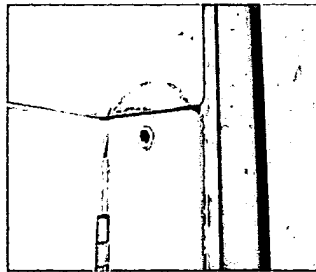
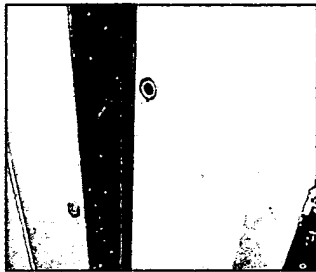
Explanation: An electrical outlet is observed to be damaged. The usual cause is due to impact or other forms of mechanical action to fracture the insulating body of the outlet.

Impact Consequences: An outlet that has been damaged may result in the internal contacts not being secured as required and the risk of short circuiting and arcing is now possible. Damaged outlets should be considered a safety hazard and should be immediately replaced.

Recommended Action: Replace

[Click here to find out more about this item](#)

8.



Location: Kitchen **System:** Electrical **Condition:** Panel cover screws are missing on the electrical panel

Explanation: All screws for electrical panel covers should be installed to assure that the cover is properly located and securely attached. Screws used to secure the cover must be of the type supplied by the manufacturer which have tips that are blunted to prevent the piercing of wires when turning the screws into place.

Impact Consequences: The conditions should be deemed as a safety issue requiring corrective action by an electrician.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

It is recommended that the main disconnect and circuit breakers be operated (turned off and on) periodically, to exercise these protective devices. Suggested frequency for this maintenance activity is once or twice a year. Circuit breakers that are not periodically operated may over time fail to operate to specifications.

Ground Fault Circuit Interrupt [GFCI] outlets should be tested in accordance with manufacturer's recommendations, to confirm these devices are operable and providing protection. Failure to operate periodically may result in the mechanical components of these devices becoming sticky or inoperable, thus not providing the intended personal protection. If uncertain about the frequency of testing, the suggested frequency of testing is once per month.

10 DEFICIENCY SUMMARY

ROOF

1.

Location: Exterior Left **System:** Roof **Condition:** Rot observed on sheathing

Explanation: Our examination of the roof structure has revealed indications that moisture issues at the roof structure has resulted in rotting of the roof sheathing.

Impact Consequences: The design of the roof structure assumes all framing and support members are intact and bearing their contribution of loads and forces. A deteriorated area of roof sheathing can seriously compromise the integrity of the roof structure. A possible outcome of this condition is that the roof may not be capable of bearing heavy loads or forces without broader damage to the roof structure. Immediate investigation by a roof framing specialist is recommended.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Exterior Left **System:** Roof **Condition:** Asphalt roll roofing is old

Explanation: The shingle roof surface is displaying indicators that the protective roof covering is at or near the end of its service life.

Impact Consequences: As a result of a review of the roof covering the overall condition is such that the roof is deemed to be at or beyond its limits of its serviceable life. Extensive indicators of age are noted. Consideration should be given to replacing the roof covering; the ultimate failure of the roof covering in preventing water infiltration is unpredictable. Failing to replace the roof covering may result in damage to the structure and contents of the building.

Recommended Action: Monitor closely; consider replacing

[Click here to find out more about this item](#)

EXTERIOR

1.

Location: Exterior Front **System:** Exterior **Condition:** Damaged Metal Siding Components

Explanation: Damaged metal siding components are observed to be damaged.

Impact Consequences: Damaged components of the metal siding present opportunities for both water and pest intrusion into the building. Repair or replace damaged components.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

2.

Location: Throughout **System:** Exterior **Condition:** Rusty Metal Siding Components

Explanation: Metal siding components are observed to be rusty.

Impact Consequences: Rusty metal siding components may promote both water and pest intrusion into the subject property. Repair or replace rusty areas in order to restore the siding's intended function.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

3.

Location: Exterior Front **System:** Exterior **Condition:** Deteriorated Concrete Components of Exterior Stairs
Explanation: Exterior stairs display deterioration of concrete structural components
Impact Consequences: Repair the areas of deteriorated components on the exterior stairs in order to restore structural integrity and prevent trip hazards.
Recommended Action: Repair
[Click here to find out more about this item](#)

4.

Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway
Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.
Impact Consequences: Trip hazards are a safety concern requiring immediate attention.
Recommended Action: Repair
[Click here to find out more about this item](#)

5.

Location: Exterior Right **System:** Exterior **Condition:** Unsealed AC Condensate Drain Through Exterior Wall
Explanation: The penetration of the air conditioning condensate drain is not sealed.
Impact Consequences: Seal the drain line penetration in order to prevent pest and water infiltration.
Recommended Action: Repair
[Click here to find out more about this item](#)

6.

Location: Exterior Left **System:** Exterior **Condition:** Trip hazard(s) on walkway
Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.
Impact Consequences: Trip hazards are a safety concern requiring immediate attention.
Recommended Action: Repair
[Click here to find out more about this item](#)

STRUCTURE

1

Location: Exterior Right **System:** Structure **Condition:** Deteriorated or Damaged Beams
Explanation: Structural support beams are observed to be damaged or deteriorated.
Impact Consequences: Deteriorated or damaged structural beams should immediately be reviewed by a qualified contractor for proper repairs.
Recommended Action: Repair
[Click here to find out more about this item](#)

2

Location: Exterior Right **System:** Structure **Condition:** Foundation wall is cracked; minor
Explanation: Cracks in the foundation wall are observed during examination of the exterior of the building. At the time of inspection the crack(s) are regarded to be minor. Ascertaining the cause of a crack cannot be readily determined during a building inspection but are typically due to shrinkage of the concrete during curing settlement of soils below the footings pressure of soils against the foundation wall or from a physical shock seismic or hydrological event. At the time of inspection adverse effects are not observed.

Cracks that change in size and extent over time are an indication of settlement and should be reviewed by a foundation specialist and may require further evaluation by a soils and or structural engineer. Periodic monitoring is recommended to ascertain whether adverse effects are occurring. Note that a building inspection cannot predict whether an adverse consequence is likely to occur. For example a crack that shows no indication of current or past evidence of water leakage to the interior may leak in the future.

Recommended Action: Monitor

[Click here to find out more about this item](#)

3

Location: Exterior Right **System:** Structure **Condition:** Foundation wall is damaged

Explanation: An area of damage is noted in the foundation wall.

Impact Consequences: Damaged areas are susceptible to adverse conditions that may include deterioration of the foundation wall structural effects and moisture problems or water infiltration. As a minimum periodic examinations should be performed to observe for change and whether any adverse conditions are occurring. Advice from a foundation or structural specialist should be considered.

Recommended Action: Monitor; Consult Specialist

[Click here to find out more about this item](#)

4

Location: Exterior Right **System:** Structure **Condition:** Deteriorated or Damaged Beams

Explanation: Structural support beams are observed to be damaged or deteriorated.

Impact Consequences: Deteriorated or damaged structural beams should immediately be reviewed by a qualified contractor for proper repairs.

Recommended Action: Repair

[Click here to find out more about this item](#)

INTERIOR

1

Location: Lounge **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

2

Location: Lounge **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

3

Location: Lounge **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

4.

Location: Throughout **System:** Interior **Condition:** Typical Settlement of Concrete Floor

Explanation: The exposed concrete floor displays typical settlement cracks.

Impact Consequences: Settlement cracks should be monitored over time for change. Cracks larger than one quarter inch wide should be reviewed by a structural engineer.

Recommended Action: Review

[Click here to find out more about this item](#)

5.

Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.

Location: Storage **System:** Interior **Condition:** Evidence of pest entry.

Explanation: There is indication of pest entry into the interior of the building.

Impact Consequences: Pest infestation can pose health risks to the building occupants. A qualified pest control technician should be consulted for further review. Routine maintenance and pest control schedules should be followed to prevent further and future infestation.

Recommended Action: Service

[Click here to find out more about this item](#)

7.

Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content

intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

8.

Location: Office **System:** Interior **Condition:** Pest Damage Suspected

Explanation: Damage to interior components is suspected to be from pest entry

Impact Consequences: Interior components displaying signs of pest damage should be further investigated by a licensed pest control operator in order to determine the extent of damage as well as the proper treatment.

Recommended Action: Consult

[Click here to find out more about this item](#)

9.

Location: Storage **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

10.

Location: Kitchen **System:** Interior **Condition:** WET Wall Stain Plumbing Component Leak

Explanation: A stain on a wall surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active plumbing distribution or drain pipe leak.

Impact Consequences: The wall area noted should be investigated further by a licensed plumber in order to determine proper remedy and prevention of further water damage from the plumbing component. A health hazard may be present should the leak originate from a plumbing waste drain or if moisture accumulation has provided an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

11.

Location: Kitchen **System:** Interior **Condition:** WET Ceiling AC Component Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active air conditioning component leak.

Impact Consequences: Wet areas below air conditioning components can originate from simple condensation build up due to humidity within a confined space or active water leaks from the air conditioning condensate components. The area above the

ceiling should be investigated further by a licensed air conditioning contractor in order to determine the exact origin of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

12.

Location: Kitchen **System:** Interior **Condition:** Mold Suspected On Interior Surfaces

Explanation: Mold or Fungus is observed to be growing on interior surfaces.

Impact Consequences: The substance should be laboratory tested in order to determine if and what type of mold is present. Laboratory testing should be forwarded to a licensed Mold Remediator in order to determine proper cleaning and remedy.

Recommended Action: Repair

[Click here to find out more about this item](#)

13.

Location: Mens Restroom **System:** Interior **Condition:** Failed Flood Light Test

Explanation: The flood light failed to illuminate upon restricting the power source or using the test button.

Impact Consequences: Flood lights should be installed with a battery backup in case of power loss. Replace the battery or fixture in order to restore its intended function.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

14.

Location: Gift Shop **System:** Interior **Condition:** WET Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test high for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from an active roof leak.

Impact Consequences: The roof area above the ceiling should be investigated further by a licensed roofing contractor in order to determine the extent of the leak as well as the proper remedy. A health hazard may be present should the moisture accumulation provide an ideal environment for mold to grow. A separate line item deficiency will be noted within this report should the Inspector observe surface mold growth in the noted location.

Recommended Action: Repair

[Click here to find out more about this item](#)

INSULATION VENTILATION

1.

Location: Throughout **System:** Insulation Ventilation **Condition:** Damaged Interior Roof Decking Insulation

Explanation: The insulation attached to the interior roof deck is damaged.

Impact Consequences: Replace the damaged sections of roof decking insulation in order to restore the intended function.

Recommended Action: Replace

[Click here to find out more about this item](#)

2.

Location: Main Dining Room **System:** Insulation Ventilation **Condition:** Loose Interior Roof Deck Insulating Materials

Explanation: Interior roof deck insulation is not adequately secured.

prevent efficiency loss.

Recommended Action: Repair

[Click here to find out more about this item](#)

HEATING AND COOLING

1.

Location: Exterior Left **System:** Heating And Cooling **Condition:** Refrigerant Line Insulation Missing or Damaged

Explanation: The insulated covering for the refrigerant line is missing or damaged.

Impact Consequences: The insulated covering is installed on the refrigerant lines to increase efficiency of the unit and to reduce condensation that may cause water damage to surrounding areas. Consult a licensed HVAC technician for proper installation of refrigerant line coverings.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Storage **System:** Heating And Cooling **Condition:** Evaporator unit is damaged

Explanation: Physical damage is noted to the evaporator section of the air conditioner. Damage is often due to mishandling during cleaning and maintenance and can include damage to the coils fins or casing.

Impact Consequences: Damage may restrict the flow of air through the unit which will in turn reduce the efficiency of the unit. The effects of physical damaged should be monitored over time. It is suggested that a cooling specialist check the unit for functional issues and advise whether corrections are required.

Recommended Action: Review

[Click here to find out more about this item](#)

3.

Location: Storage **System:** Heating And Cooling **Condition:** Deteriorated Drip Pan

Explanation: Drip pan for condensation system is deteriorated.

Impact Consequences: Deteriorated condensate drip pans pose a risk of leaking. Leaks from drip pans can damage adjacent surfaces as well as promote mold growth. Consult a licensed air conditioning contractor for proper replacement of the drip pan.

Recommended Action: Replace

[Click here to find out more about this item](#)

4.

Location: Storage **System:** Heating And Cooling **Condition:** Evaporator unit is damaged

Explanation: Physical damage is noted to the evaporator section of the air conditioner. Damage is often due to mishandling during cleaning and maintenance and can include damage to the coils fins or casing.

Impact Consequences: Damage may restrict the flow of air through the unit which will in turn reduce the efficiency of the unit. The effects of physical damaged should be monitored over time. It is suggested that a cooling specialist check the unit for functional issues and advise whether corrections are required.

Recommended Action: Review

[Click here to find out more about this item](#)

PLUMBING

1.

Location: Lounge **System:** Plumbing **Condition:** Drainage system has unsealed openings

improperly sealed.

Impact Consequences: Unsealed openings may permit waste water leakage or flooding. Unsealed openings may result in sewer gases entering the building. The presence of sewer gas should be considered as a risk to health and if in sufficient density may present the risk of explosion. All unsealed openings in the drainage system should be sealed.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Lounge **System:** Plumbing **Condition:** Drainage system has unsealed openings

Explanation: An opening in the drainage system is observed to not be sealed or is improperly sealed.

Impact Consequences: Unsealed openings may permit waste water leakage or flooding. Unsealed openings may result in sewer gases entering the building. The presence of sewer gas should be considered as a risk to health and if in sufficient density may present the risk of explosion. All unsealed openings in the drainage system should be sealed.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.

Location: Womens Restroom **System:** Plumbing **Condition:** Toilet is loose

Explanation: The toilet is observed to be not securely affixed to the floor.

Impact Consequences: A toilet that is not securely attached may rock and result in damaging the seal between the toilet and its drainage flange. This condition may also result in breaking the porcelain flange near the securing bolts. Failure to correct can result in leakage with possible damage to the floor and interior elements.

Recommended Action: Repair

[Click here to find out more about this item](#)

ELECTRICAL

1.

Location: Exterior Front **System:** Electrical **Condition:** Electrical outlet does not work

Explanation: An electrical outlet is observed to be inoperative.

Impact Consequences: An outlet that is inoperative is an indication of a wiring error or defective device. In certain circumstances the condition may present the risk of electrical shock if the cause is due to a loose wire. Further investigation by a licensed electrician may be required in order to determine the cause.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Exterior Right **System:** Electrical **Condition:** Unterminated active wiring observed

Explanation: Wires are observed to be not terminated in a protective box and this wiring is active.

Impact Consequences: Active wiring should be properly terminated at a protective box panel or fixture. Exposed wire ends present the risks of electrical shock or fire. This condition is a safety concern and should be immediately rectified.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.

Location: Exterior Left **System:** Electrical **Condition:** Surge Suppression Requires Replacement

Explanation: The surge suppression device installed in the panel indicates it requires to be replaced.

Impact Consequences: An indicating light on the component is off at the time of the inspection. This is an indication that the unit may no longer be functioning and needs to be replaced. Consult a licensed electrician for proper installation of a new component.

Recommended Action: Replace

[Click here to find out more about this item](#)

4.

Location: Kitchen **System:** Electrical **Condition:** Evidence of water at electrical distribution or sub panel.

Explanation: An electrical panel or sub panel displays the presence of current or past water infiltration into the panel or to its exterior

Impact Consequences: Water infiltration into the panel or sub panel can cause rusting and corrosion of the panel its components and the overcurrent devices. Water may lead to short circuiting arcing and possibly fire in the panel. The indication or presence of water in the panel should be immediately investigated and repaired by an electrician. Failure to correct presents the risks of damage or present safety hazards.

Recommended Action: Consult Specialist

[Click here to find out more about this item](#)

5.

Location: Storage **System:** Electrical **Condition:** Wire connections are not performed in boxes

Explanation: Splices are observed wire runs. Splices are not permitted to be applied in locations outside of protective boxes.

Impact Consequences: To assure safe termination of connections and for protection of the wire connections for wire runs are required to occur in protective electrical boxes. This condition is a safety concern and should be immediately rectified. For safety wires that contain splices should be repaired such that conductors are properly joined inside of a suitable electrical box or the wire sections. should be replaced in its entirety.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.

Location: Office **System:** Electrical **Condition:** Detector [smoke fire or CO] is loose

Explanation: A smoke fire or carbon monoxide detector is observed to be not adequately secured at its present location.

Impact Consequences: A loose device may impair the operation of the detector and if connected to a 120V circuit may present a safety risk. As the detector is a safety device it is crucial that this device be installed in accordance with the manufacturer instructions. Immediate action should be taken to correct this condition to assure correct operation of this safety device.

Recommended Action: Repair

[Click here to find out more about this item](#)

7.

Location: Kitchen **System:** Electrical **Condition:** Electrical outlet is damaged

Explanation: An electrical outlet is observed to be damaged. The usual cause is due to impact or other forms of mechanical action to fracture the insulating body of the outlet.

Impact Consequences: An outlet that has been damaged may result in the internal contacts not being secured as required and the risk of short circuiting and arcing is now possible. Damaged outlets should be considered a safety hazard and should be

immediately replaced.

Recommended Action: Replace

[Click here to find out more about this item](#)

8.

Location: Kitchen **System:** Electrical **Condition:** Panel cover screws are missing on the electrical panel

Explanation: All screws for electrical panel covers should be installed to assure that the cover is properly located and securely attached. Screws used to secure the cover must be of the type supplied by the manufacturer which have tips that are blunted to prevent the piercing of wires when turning the screws into place.

Impact Consequences: The conditions should be deemed as a safety issue requiring corrective action by an electrician.

Recommended Action: Repair

[Click here to find out more about this item](#)

Professional Services Certification and Disclosure

I have personally made an inspection of the property that is the subject of this Report.

I do not have any undisclosed conflict of interest with the client, nor any undisclosed commissions, rebates, profits or other benefits resulting from the outcome of this assignment.

I have not accepted any disclosed or undisclosed commissions, rebates, profits, or other benefit from Real Estate Brokers, Agents, or any other parties having financial interest in the subject property.

This Inspection Firm, and the designated Inspector or Inspectors for this assignment, have not offered or provided any disclosed or undisclosed financial compensation directly or indirectly to any Real Estate Broker, Agent, or Real Estate Company for consideration of this assignment.

I have not and shall not communicate any information about this inspection to anyone except the named client without prior consent of the client, except where it may affect the safety of others or violate a law or statute.

I have not offered to perform any repairs to the subject property nor shall I accept or induce a referral fee from any contractor of which I refer a client for repairs.



Kross Inspectors

12155 Metro Parkway, 4

Fort Myers, FL, 33966

Phone: (877) 496-4662

Fax:

E-Mail: commercial@krossinspectors.com

Web: www.krossinspectors.com

Inspected by:

Kross Inspectors

Inspector's Signature:

Signature Date

4/24/2017

Inspector Education
Services

Commercial Certification

IES12012001,

Date: 1/20/2012

BUILDING INSPECTION REPORT

Report Number
907

Subject Property



631 Greene Street Fish
House

Key West, FL
33040

Client Information

Client Name Key West Historic Seaport

Inspection Details

Inspection Date: **04/24/2017**

Inspection Time: 9:00 AM

Inspection Conducted By



Kross Inspectors

12155 Metro Parkway, 4

Fort Myers, FL, 33966

Phone: (877) 496-4662

Fax:

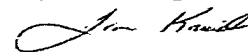
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Signature Date

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Property Inspection Report

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- 5 Interior Elements
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- 7 Heating and Cooling Systems
- 8 Plumbing System
- 9 Electrical System
- 10 Deficiency Summary

1

PROPERTY AND INSPECTION INFORMATION

SUBJECT PROPERTY

The Property located at:
631 Greene Street Fish House, Key West
was inspected on 04/24/2017 at approximately 9:00 AM

The style of this building is: Detached

The approximate year built is: 1949

Stories above grade: 2 Stories
The Approximate Living Area Is: 11000
The Approximate Building Area Is: 11000

AMBIENT CONDITIONS
Temperature: 83 Degrees
Clear
Light Wind

Location descriptions reference orientation as if viewing the property from the front, representing either facing the front entry door.

This Report is provided as information to the Client(s): Key West Historic Seaport

In attendance at the inspection were: Client
Tenant Employees

SCOPE OF INSPECTION

This Report is intended to provide the user with an overall assessment of the property condition and operability of certain mechanical systems as of the Inspection date.

A visual Inspection and physical testing of mechanical equipment as outlined within the Kross Inspectors Standards of Practice for Commercial Properties, otherwise known as the Scope has been performed on accessible components of the Exterior Site, Exterior Structure, Roof, Interior Elements, Heating and Cooling Systems, Insulation and Ventilation Systems, Plumbing Systems, and Electrical Systems.

The Inspection Procedures include incorporation of Standards as referenced by ASTM International E2018-15 for Property Condition Assessments.

The Scope of the assessment in detail may be found by visiting www.krossinspectors.com/sopcomm.

Kross Inspectors has performed a visual Inspection of property elements in order to report on abnormalities and damages, to be labeled as DEFICIENCIES within this Report.

The Inspection process may include use of equipment deemed necessary by the Inspector in order to complete the assignment. This equipment may include, but is not limited to: Electrical Testing and Measurement Devices, Moisture Measurement Devices, Thermal Imaging Cameras, Infrared Thermometers, etc.

Invasive or destructive devices and techniques are not utilized unless otherwise noted in addition to the Scope of the assignment and with prior written authorization by the property owner or owner responsible party.

The user of this Report should note that Limitations and Exclusions of Elements and Systems will always apply. These limitations and exclusions are listed within the Scope as well as within each section of this Report.

Due to Limitations and Exclusions as found within every Inspection, this Report should not be considered a warranty or guarantee regarding future performance of any system or element inspected.

The user of this report should note that the word "home" may appear in some fixed content within the report. For efficiency and accuracy, this report writing software has been utilized and some "static" content may not be altered by the author. In these cases, simply consider replacing the word "home" with "building" in order to place in proper context.

Deficiencies as observed in the course of inspection are noted within each element section and in the attached Deficiencies Report. The User of this inspection report should take into consideration the entire report when making decisions about the current condition of the subject property.

The following systems were inspected, with the full report describing the characteristics of these systems:

Roof System
Exterior Elements
Structural System
Interior Elements
Insulation and Ventilation Systems
Heating and Cooling Systems
Plumbing System
Electrical System

LIMITATIONS

Terms used within the Deficiency Report provide details of observations made in the course of the building inspection. In reporting an observation, the inspector is providing an opinion that the condition is considered to be a deficiency when the function or operation of the observed item does not meet the intended use or performance.

LOCATION: The physical location of the noted condition as observed by the inspector.

CONDITION: A description of the deficiency or condition observed.

EXPLANATION: A description of the nature of the deficiency.

IMPACT OR CONSEQUENCES: A description of impact of the condition to the property based on the system or component not meeting its intended function. Where applicable, a description of consequence for not taking action to correct the deficiency may be provided.

RECOMMENDED ACTION: The inspectors opinion for action by the building owner. Action statements may include:

Repair: the noted item or system should be repaired to restore it to its intended function or condition.

Replace: the noted item is deficient to a degree that actions for achieving intended performance will likely best be accomplished by replacing the affected item.

Review: the item should be reviewed by the building owner, possibly with input from other experts.

Monitor: the item should be monitored on a periodic basis, with action as appropriate to the degree of change over time.

Service: the noted item has an aspect of functionality that can be improved by servicing the item, with the intended result being to restore the item to its expected level of operation and functionality.

Install: the noted item is missing or not installed in a manner to achieve a required function or operation.

Adjust: the noted item requires an adjustment to achieve its intended operation and function.

Complete: the noted item is partially completed in terms of installation, with further work required to achieve completion.

Remove: an item requires removal as it constitutes an aspect not required.

Consult Specialist: the nature of an observation is such that the services or opinion of a specialist is required. The inspector defers opinions of the condition to that of an expert or specialist with specific qualifications, training, and knowledge of the noted condition.

2 ROOFING SYSTEM

FUNCTION

The roof components of the building are designed to be a primary protection barrier for water intrusion to the interior building spaces. This barrier is designed to provide protection from adverse affects of exterior climate conditions. The roof components are comprised of the installed roof covering materials, the roof structure, roof ventilation, and roof drainage. The combination of materials and the installation design affect the life expectancy and performance of the roof. Frequent reviews of the roof components are necessary.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the roof components includes a review of roof characteristics such as: roof surface materials, roof design, estimated age of roof covering, roof drainage systems, roof penetrations, and associated roof elements such as chimneys, skylights, exhaust fans, and roof structure ventilation. Certain limitations and exclusions may apply to the inspection of the roof components such as: limited access to structural components, limited safe viewing access, detection of leaks which require specific events to occur, and items specifically excluded as noted within the Scope of Inspection.

SYSTEM CHARACTERISTICS:

LOCATION	ROOF COVER	SLOPE	AGE	INSPECTION METHOD
Main	Concrete Deck	Flat	Approx Ground 1949	
Flat Fish House	Roll Roof	Flat	10-15	Walked on Surface(s)
Pump House	Metal	Medium	5-10	Ladders at Roof Edge Walked on Surface(s)

ROOF PENETRATIONS

Roof Vents:
Roof

Plumbing Stack:
Multiple

Chimneys:
None

Skylights:
None

Electrical Masts:

ROOF DRAINAGE

Soffits: Concrete and Wood

Fascia:
Concrete and Wood

Gutters And Downspouts:
Aluminum

Gutter Discharge Location
Above Grade

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
None

ROOF SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some isolated areas of concern.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Right **System:** Roof **Condition:** Fascia wood is rotted

Explanation: The condition of the fascia is such that wood rot and deterioration has occurred.

Impact Consequences: Rotted wood at fascias is an indication that the ability of the fascia to protect against water infiltration and pest entry has been compromised. All rotted and deteriorated wood at fascias should be removed and replaced. Failure to correct this condition may result in costly repairs to adjacent areas damaged as a result of loss of protection.

Recommended Action: Replace

[Click here to find out more about this item](#)

2.



Location: Exterior Rear **System:** Roof **Condition:** Deteriorated Concrete Roof Deck

Explanation: The concrete roof deck is deteriorated.

Impact Consequences: Deteriorated sections of the concrete roof deck should be refinished in order to increase life expectancy.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

3.



Location: Exterior Front **System:** Roof **Condition:** Gutter is damaged

Explanation: Damage is noted at the roof edge gutter. Damaged gutters may prevent the controlled drainage of water from roof areas as intended.

Impact Consequences: Gutters are a key component in the controlled drainage of run-off water away from the building exterior elements. Gutters that do not perform as intended may result in saturation of soils near the foundation which in turn can result in basement moisture or leakage issues. Repair should include repairing or replacing damaged sections of gutters and assuring that water freely flows and drains from the gutter.

Recommended Action: Repair or replace

[Click here to find out more about this item](#)

4.



Location: Exterior Front **System:** Roof **Condition:** Water ponding on roof surface is observed

Explanation: Active water ponding is observed on the roof surface. Poor roof surface drainage increases the risk of leakage and can reduce the life expectancy of the roof.

Impact Consequences: Flat and low-slope roofs should be sufficiently sloped such that all water will drain from its surface. Water that ponds on the surface will add to the weight loading at the affected area which will over time enlarge this area and compound the problem. Leaks are most likely to occur at seams that are immersed in water. Correction to the roof surface profile is required. A roofing specialist should be consulted to assess for current condition and for requirements and costs for remedial action.

Recommended Action: Replace consult specialist

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Periodic roof examinations are suggested, with attention to monitoring for missing or damaged shingles, and deterioration over time. A visual examination of all roof surfaces should be done as part of your twice-yearly exterior maintenance activities.

Your roof areas should be checked after storms and major rainfall to ensure deterioration or damage has not occurred to roof cover, drainage components, flashings, and penetrations.

3

EXTERIOR ELEMENTS

PURPOSE

The exterior components of the building are designed to be a protection barrier for interior components. This barrier is designed to provide protection from adverse affects of climate conditions and intrusion from pests as well as overall building security.

ADA Compliance and Phase I Environmental Site Assessments are provided under separate cover when requested by Client in addition to the Scope of this assignment.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the exterior components includes a review of exterior characteristics including: the exterior walls, walkways, parking lots, common areas, water retention areas, drainage, curbing, and any site conditions that affect the exterior components of the building. Items noted within this section are based on observations as performed within the Scope of the Inspection assignment. Certain limitations and exclusions may apply to the inspection of the exterior components such as: viewing constraints by vegetation, attached structures, stored items, parked vehicles, and other visual impairing obstacles; restricted access; and confined entry or hazards, of which compromises the safety of those performing the assessment.

SYSTEM CHARACTERISTICS:

Wall Claddings(s)

Exterior Wall Finishes:
Stucco

Porches, Decks, Stairs, & Patios

Porches & decks:
Front

Exterior Wall Trim

Wood
Stucco

Exterior Stairs:
Wood

Roof Edge Drainage

Soffits: Concrete and Wood
Fascia: Concrete and Wood
Gutters: Aluminum
Downspouts: Aluminum
Downspout Discharge: Above
Grade

Exterior Stair/Deck Railings:
Wood
Metal

Hardscapes:
Concrete

Retaining Walls:
Concrete
Common Element

Garage & Driveway

Garage Style:
Garage N/A

Doors & Windows:

Garage Doors:
N/A

Window Styles
Single Hung

Garage Door Operator:
N/A

Window Sash Material:
Wood

Driveway: Common Element Interlock	Metal Window Glaze Features: Single Glazing
<u>Lot grading & Drainage:</u> Storm Drain At Front	Exterior Door Styles Single Sliding
	Door Materials: Metal Glass

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Foundation: Shrubs, Greenery Obstruct Viewing

Foundation: Visual Restriction Due to Stored Items

Walls: Shrubs, Greenery Obstruct Viewing

EXTERIOR ELEMENTS ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some areas of deferred maintenance observed.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway

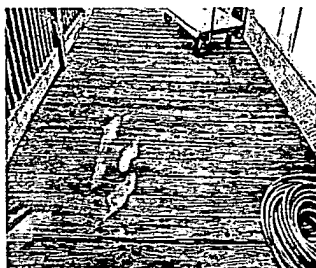
Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Exterior Front **System:** Exterior **Condition:** Deck boards are deteriorated

Explanation: Deck boards are deteriorated and are in need of replacement.

Impact Consequences: The primary purpose of deck boards is to provide a sound and sturdy surface for foot traffic. Boards subject to rot and deterioration may break through and may result in fall hazards. Individual boards with end or excessive edge rot should be replaced; all boards should be capable of bearing traffic without excessive flexing. Where individual boards are deteriorated these boards should be replaced to reduce the risk of injury.

Recommended Action: Replace

[Click here to find out more about this item](#)

3.



Location: Exterior Right **System:** Exterior **Condition:** Rot observed on wood elements

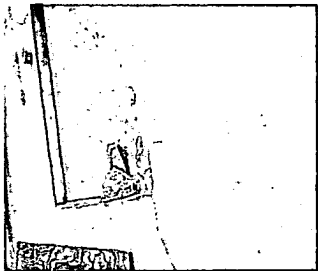
Explanation: Wood elements that display rot should be replaced

Impact Consequences: Rot in wood is an indication of excessive moisture and insufficient drying over time. Failing to replace the affected wood will most often result in further wood deterioration over time, and will often result in water damage to wall areas behind the wood elements. Rotting wood provides an attractive environment for insects. The cause(s) for the wood rot should be understood and corrected as part of the remedial actions, thus preventing future recurrence of this condition.

Recommended Action: Replace

[Click here to find out more about this item](#)

4.



Location: Exterior Rear **System:** Exterior **Condition:** Foundation wall is damaged

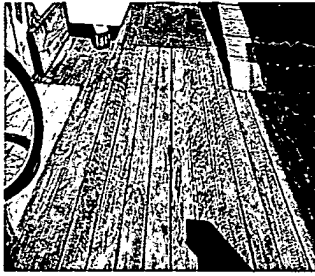
Explanation: An area of damage is noted in the foundation wall.

Impact Consequences: Damaged areas are susceptible to adverse conditions that may include deterioration of the foundation wall structural effects and water infiltration. As a minimum periodic examinations should be performed to observe for change and whether any adverse conditions are occurring. Advice from a foundation or structural specialist should be considered.

Recommended Action: Monitor; Consult Specialist

[Click here to find out more about this item](#)

5.



Location: Exterior Front **System:** Exterior **Condition:** Deck surface is bouncy

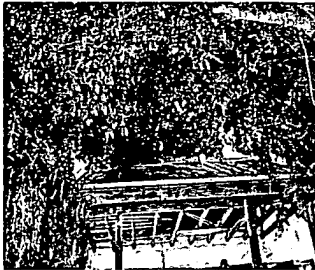
Explanation: When traversing the deck surface the deck surface has areas where noticeable bounce is observed.

Impact Consequences: Decking should provide a sound and sturdy surface for foot traffic. Bounce in the deck surface is an indication there is either insufficient support under the decking joist span is too great the deck boards are not adequately secured or there is insufficient end support at individual deck boards. Over time extra stress on the boards may result in premature deterioration and they may fracture and fail under load. To establish a safe and durable deck surface the cause of the bounce should be investigated and corrections applied to improve the sturdiness of the decking. Review by a framing contractor is suggested.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.



Location: Exterior Front **System:** Exterior **Condition:** Tree branches are too near to the roof surface

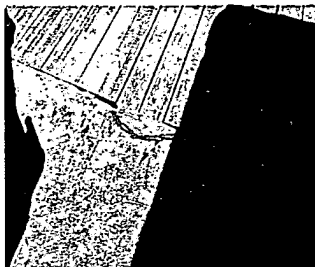
Explanation: Roof surfaces can be damaged by tree branches in close proximity to the roof cover.

Impact Consequences: Tree branches in contact with the roof surface will abrade the roof cover. Where the roof is heavily shaded by tree branches and leaves moss growth may occur as moisture is retained at the roof surface; flat roofs are particularly vulnerable to this condition as evaporation from the surfaces is restricted. Leaves and debris from trees will also clog the roof drainage system. Trees not only are buildings to many pests they also provide ready access to areas normally difficult for them to access such as roofs chimneys soffits vents etc. As a guide the maximum outermost branches of a mature tree should be no closer than 10Ft. (3m) from any surface of the building.

Recommended Action: Remove

[Click here to find out more about this item](#)

7.



Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway

Explanation: Uneven surface conditions in the walkway present the risk of tripping for

persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Exterior elements should be inspected at least twice a year (spring and fall) to assess for items requiring repair or maintenance. This includes all exterior surface finishes; trims and flashings; eavestrough and downspouts; soffits and fascias; porches, decks and stairs; sidewalks and driveways; doors and windows; and roofs. Be particularly vigilant for conditions that may result in pest or water infiltration.

4 STRUCTURAL SYSTEM

PURPOSE

The structural components of the building are designed to support weight loads and outside forces placed on the building. The structural components may be comprised of the foundation elements, floor support structure, wall support structure, and roof support structure. Structure materials and design have an adverse affect on how the structure performs under certain conditions such as high winds, rain, earth movement, and changing weight loads.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the structural components includes a review of systems such as foundation elements, flooring support, and roof support. Certain limitations and exclusions may apply to the inspection of the structural components such as: limited access to structural systems, limited safe viewing access, detection of leaks which require specific events to occur, and items specifically excluded as noted within the Scope of Inspection. The user should also note that the typical Inspector does not provide engineering or architectural services, unless specifically noted within the Scope of Inspection. Some items noted within may require further examination and the opinion of a structural engineer or architect. Such opinions shall be delivered under cover separate from this Report.

ACCESS TO INSPECTED AREAS:

ATTIC HATCH ACCESS LOCATION(S)	CRAWL SPACES
NA	NA

SYSTEM CHARACTERISTICS:

GRADE LEVEL/SUB-GRADE ELEMENTS

Foundation Walls:
Poured Concrete

Basement Floor:
NA

Crawl Space:
NA

Roof Style:
Hip
Flat

Roof Structure:
Stick Framed
Concrete Deck

Roof Sheathing:
Concrete Deck

WALL AND FLOOR STRUCTURE

Exterior Walls:
Block
Poured Concrete

Floor Sheathing:
Poured Concrete and Plywood

Beams:
Tie Beam
Poured Concrete

Beam Support:
Foundation
Poured Concrete

Columns:
Poured Concrete

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Exterior Walls Have Objects Obstructing View
Interior Floors Are Finished
Interior Walls Are Finished
Insulation Is In Place
Stored Items

STRUCTURAL SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some isolated areas of concern noted.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Exterior Rear **System:** Structure **Condition:** Exterior masonry wall has deteriorated mortar

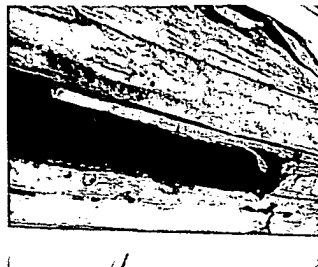
Explanation: The mortar in the masonry wall is observed to be in a deteriorated condition. As mortar is a mixture of cement sand and water there is a broad range of performance characteristics of the mortar. As such the ability of the mortar to withstand the deteriorative effects of the conditions to which it is exposed will vary broadly. The current observed condition of the brick wall is such that the degree of deterioration warrants considerations for repair.

Impact Consequences: Mortar will deteriorate over time. When mortar deteriorates such that the mortar is cracked eroded or missing and such that further deterioration would reduce the integrity of the wall repairs should be performed. Minor repairs often involve pointing or removing and replacing areas of deteriorated mortar without disturbing the bricks. Where deterioration is more severe then more intensive work is required to repair the wall which often involves removing and rebuilding brickwork. Obviously the longer the delay in repairing the wall will increase the amount and expense of repair. Left uncorrected mortar deterioration can result in collapse of the masonry wall.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Storage **System:** Structure **Condition:** Deteriorated or Damaged Beams

Explanation: Structural support beams are observed to be damaged or deteriorated.

Impact Consequences: Deteriorated or damaged structural beams should

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Foundation cracks are noted. Minor cracks are a typical result of settlement. Monitor closely for indication of water infiltration, as well as change in size and extent over time. Note that further investigation and action by a foundation specialist may be required.

The condition of the foundation should be checked twice a year (spring and fall) for indication of change, movement, or deterioration. In addition, look for evidence of moisture infiltration, dampness, and mold.

5 INTERIOR ELEMENTS

PURPOSE

The Interior components are designed to provide suitable finished areas within the building for occupant use. Typical components of the interior finished spaces are flooring materials, wall materials, ceiling materials, and door materials.

These components should work in concert in order to provide a functional use of the building interior spaces.

Additional components of the Interior inspection may include fire safety equipment and vertical transport systems.

ADA Compliance and Phase I Environmental Site Assessments are provided under separate cover when requested by Client in addition to the Scope of this assignment.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the interior components includes a review of interior walls, ceilings, doors, windows, cabinets, and flooring. Should the Scope of Inspection provide for it, the Inspector may also test appliances and other ancillary systems if properly and safely installed within the building. Certain limitations and exclusions may apply to the inspection of the interior components such as: limited or restricted access, obstacles such as furniture or storage, and other items specifically excluded by the Scope of Inspection.

SYSTEM CHARACTERISTICS:

Interior Finishes:

Interior Wall Finishes: Drywall
Poured Concrete
Paneling

Interior Door Styles:
Flat Slab

Ceiling Finishes:
NA

Interior Stairs:
Museum

Floor Finishes:
Vinyl Tiles
Carpet
Ceramic Tile

Cabinetry:
NA

Common Walls:
Poured Concrete
Drywall

Fire Places

Fire Place Type:
NA

NA

Chimney Details:
NA

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Items not included in this inspections are:

Security
Telephone

Obstructed interior elements include:
Surfaces Under Floor Coverings
Furniture
Storage
Finished Interior Surfaces

INTERIOR ELEMENTS ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some areas of deferred maintenance observed.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Museum **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

Periodic inspection of your attic is suggested, to examine for evidence of water infiltration, as evidenced by water stains, rot or mold. Examination after heavy rainstorms is suggested as

the best opportunity to view current issues.

6

INSULATION AND VENTILATION SYSTEMS

PURPOSE

The Insulation and Ventilation components are designed to reduce heat loss in cold climates and heat gain in warm climates. The insulation component is a system of materials which provide a thermal blanket and vapor barriers for the building. The ventilation component is a system of materials and possibly mechanical devices designed to control the flow of air. Both components help control the interior atmosphere for the building occupants.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the insulation and ventilation components includes a review of installed insulation materials, vapor barriers, ventilation materials, and installed mechanical ventilation devices. Certain limitations and exclusions may apply to the inspection of the insulation and ventilation components such as: limited or restricted access points, examination in locations considered unsafe for the Inspector, and inoperable devices due to power restrictions.

ACCESS TO INSPECTED AREAS:

ATTIC HATCH ACCESS LOCATION(S)	CRAWL SPACES
NA	NA

SYSTEM CHARACTERISTICS:

Insulated Spaces

Attic Insulation:
Fiberglass Batt

Mehcanical Ventilation:
Kitchen

Attic Estimated R Value:
R-9 to 22

Air Make-Up:
None

Attic Vapor Barrier:
Polyethelene

Attic Ventilation:
Roof

Foundation Wall Insulation:
NA

Foundation Wall R Value:
NA

Foundation Vapor Barrier:
NA

Crawl Space Insulation:
NA

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Foundation Has finished surfaces

Foundation Has storage obstructions

INSULATION AND VENTILATION ASSESSMENT SUMMARY:

Overall Average Condition Considering Age. Some isolated areas of concern noted.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

OBSERVATIONS & SUGGESTIONS:

Be conscious of air quality: molds need moisture to grow. Any signs of water leaks to the interior should be immediately addressed. Monitor indoor humidity; keeping relative humidity below 50% is suggested.

Additional Comment By Inspector:

7

HEATING AND COOLING SYSTEMS

PURPOSE

The primary purpose of the Heating and Cooling system is to provide a comfortable interior building atmosphere. Systems used to provide this controlled environment may include Central Heating and Cooling Split or Package Systems, Chilled Water Systems, and Heat Pumps.

These systems are comprised of many separate elements such as: operation controls, condensing units, evaporator units, central chilling systems, air supply ducts, air return ducts, registers, filters, zone thermostats, etc.

The purpose of the Inspection is to determine if installed systems operate under use of normal controls and if investigation of abnormalities by a qualified technician may be required.

As the Inspection is a limited assessment of a type of system prone to failure without notice, this report is not intended to be a warranty or guarantee of future performance. Manufacturer Warranties and current Maintenance Contracts in the possession of the current property owner should be taken into consideration as well.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the heating and cooling systems includes a review of heating and cooling characteristics including: fuel sources utilized, operation of the installed systems using normal controls, and installed associated equipment. Certain limitations and exclusions may apply to the inspection of the installed heating and cooling systems such as: energy source restrictions, inoperable or damaged controls, restricted control access, exterior climate conditions, safety hazards observed, and missing components required to operate the system.

SYSTEM CHARACTERISTICS:

Heating

Heating Design: Central Forced Air

Energy Source: Electric

Connection Location: Rear

Heating System Details

Manufacturer Comment:

Multiple Units. See mechanical inventory Report.

Model:

Multiple Units. See mechanical inventory Report.

Serial:

Multiple Units. See mechanical inventory Report.

Age in Years:

10-15

Capacity:

0 to 59,000

Efficiency:

Conventional

Air Filter location:

Fresh Air Supply:

None

Exhaust:

NA

Cooling System Details

Cooling Design: Central

Manufacturer Comment:

Multiple Units. See mechanical inventory Report.

Model:

Multiple Units. See mechanical inventory Report.

Serial:

Multiple Units. See mechanical inventory Report.

Age:

10-15

Capacity Comment:

Multiple Units. See mechanical inventory Report.

Efficiency:

Conventional

Filter Location:

Outside Blower

HEATING AND COOLING ACCESSORIES

NA

RESTRICTIONS:**Heating Restrictions**

At the time of inspection, the following restrictions applied to the examination of the heating system:

System Off - Seasonal

Air Conditioner In Use

Cooling Restrictions

At the time of inspection, the following restrictions applied to the examination of the cooling system:

System Observed Operational

HEATING AND COOLING ASSESSMENT SUMMARY:

Overall Good Condition.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

OBSERVATIONS & SUGGESTIONS:

To ensure safe operation of the key components of the heating, cooling, and ventilation systems, annual service by a qualified specialist is recommended.

A visual inspection has revealed that the unit is due for its annual cleaning and maintenance.

Annual cleaning and maintenance will prolong the life of the installed components and increase energy efficiency.

Filters that are part of your heating/cooling system should be checked periodically, and cleaned or replaced when required.

8 PLUMBING SYSTEM

PURPOSE

The plumbing system is designed to provide for the water service and waste water management needs of the building as well as irrigation for the exterior site elements. The water supply and waste management systems installed may be of a private source such as a well and septic system, or may be provided through public utilities. The source of water management is identified within this section of the Report.

Additional reporting on water components of the building fire safety system may be included within this section as well.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the plumbing system includes a review of system characteristics including: the water service type, main shut off type and location, water distribution materials, plumbing fixtures, waste drainage materials, and a review of the installed water heating equipment. If provided for in the Scope of Inspection, the Inspector may provide further reporting for installed water conditioning and softening equipment. Certain limitations and exclusions may apply to the inspection of the plumbing system such as: limited access to installed components, restricted water service to the building, concealed components of the system, and restricted fuel source to the water heating system. Other restrictions may apply as outlined within the Scope of Inspection.

SYSTEM CHARACTERISTICS:

Water Supply System

Service Type:Public

Meter Pick-up Location: Front

Water Meter Location: Front

Water Connection Location: Front

Main Shut Off Location: Front

Service Supply Material: Copper

Hose Bib Locations:

Right Wall

Left Wall

Front

Hose Bib Types:

Standard

Distribution System:

Locations Served: Prep Room and Restroom

Distribution Material: Copper
Plastic

Drainage and Venting System

Sanitary Drain Connection:Sanitary

Sanitary Drain Material:PVC

Fixture Drain Materials:PVC

Drain Types:Floor

Trap

Condensate

Water Heaters(s)

Make	Model#	Serial#	Type	Fuel	Shut-off	Age	Size	Venting	Location
Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	Tank	Electricity	At Heater Disconnect	Multiple Units. See mechanical inventory Report.	Multiple Units. See mechanical inventory Report.	NA	In Closet

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:
Concealed water distribution pipes not inspected

PLUMBING SYSTEM ASSESSMENT SUMMARY:

Overall Average Condition Considering Age.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

OBSERVATIONS & SUGGESTIONS:

Operate all shut off valves at least twice a year to ensure valves operate and to prevent the valve mechanisms from seizing over time.

9 ELECTRICAL SYSTEM

PURPOSE

The electrical system is designed to provide for the electrical needs of the building. This includes providing the metering of the electrical supply, the distribution of electrical supply to areas in the building, installed safety features, and circuit protection. Further extensions of the electrical system include lighting fixtures, switches, and outlets installed to meet the needs of the building occupants.

INSPECTION PROCESS

As provided by report documentation and included within the Scope of Inspection, the inspection of the electrical system includes a review of system characteristics including: the electrical service and related items, main disconnect type and location, electrical panels and sub panels, branch circuit protection, system ground, electrical outlets and switches, ground fault and arc fault protection, electrical fixtures, and distribution wiring. Further reporting may be included for testing the installed safety devices such as smoke detectors and carbon monoxide detectors. Items noted within this section are based on observations as performed within the Scope of the Inspection assignment. Certain limitations and exclusions may apply to the inspection of the electrical system such as a review of: remote control devices, security system and components, low voltage wiring and components, and other components not considered part of the primary electrical system. Technically exhaustive methods are not typically included in the inspection methods such as measurement of amperage, voltage, and continuity. Other restrictions placed on the Inspector during the assignment may include restricted service, inaccessibility to controls, inoperable or damaged components, and time constraints may restrict the Inspector from making a full evaluation of the electrical system.

SYSTEM CHARACTERISTICS:

Electrical Service

Meter Location:
Right Wall
Electrical Service Size: 600 Amps

Electrical Service Voltage:

120/240 Volts

Service Type:

Underground Cable

Service Material:

Concealed

Arc Fault Outlets:

NA

Safety Devices

Smoke Detectors: Each floor

Carbon Monoxide detectors:

NA

Main Disconnect

Main Disconnect Location:

Right Wall

Main Disconnect Size: Three 200 Amps

Main Disconnect Type:

Circuit Breaker Disconnect

System Ground Location:

At grounding stake/pad

Distribution Wiring

Wire Type: Copper

Grounded

Electrical Outlets:

Outlets Type(s):3-Prong

GFI Protected Outlet Locations:

Exterior

Main Panel

Panel Location:

Fish House

Panel Size:

200 Amps

Circuit Protection:

Circuit Breakers

Sub Panels

Panel Location:

Fish House

Panel Size:

200 Amps

Circuit Protection:

Circuit Breakers

RESTRICTIONS:

At the time of inspection, the following restrictions applied to the examination of this system:

Main electrical disconnect was not operated

Wiring that is concealed is not inspected

ELECTRICAL SYSTEM ASSESSMENT SUMMARY:

Overall Good Condition. Some isolated areas of concern.

DEFICIENCY SUMMARY:

(Deficiencies noted for this element are outlined below. If no deficiencies are observed, the following section is blank.)

1.



Location: Storage **System:** Electrical **Condition:** Damaged or Missing Cover Plate
On Junction Box

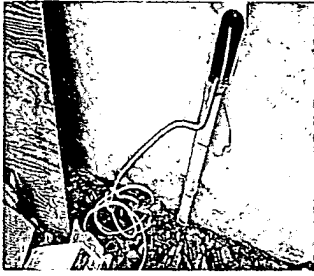
Explanation: A protective cover plate is observed to be damaged or missing from an electrical junction box.

Impact Consequences: A cover plate for junction box is required to reduce the risk of electrical shock. A suitable cover plate should be immediately installed for safety.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.



Location: Exterior Rear **System:** Electrical **Condition:** Unterminated active wiring observed

Explanation: Wires are observed to be not terminated in a protective box and this wiring is active.

Impact Consequences: Active wiring should be properly terminated at a protective box panel or fixture. Exposed wire ends present the risks of electrical shock or fire. This condition is a safety concern and should be immediately rectified.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.



Location: Exterior Front **System:** Electrical **Condition:** Damaged or Missing Cover of Exterior Electrical Outlet

Explanation: Electrical outlets installed in outdoor locations require protection from water entry and contaminants.

Impact Consequences: An outlet with a missing or damaged cover when in an outdoor location is subject to damage and deterioration if its weathertight protection has been compromised. Receptacles displaying damage or deterioration should be immediately replaced and a suitable cover installed.

Recommended Action: Repair

[Click here to find out more about this item](#)

4.



Location: Exterior Front **System:** Electrical **Condition:** Tree Branches Too Near To Service Cable or Mast

Explanation: Clearance of the service cable or mast appears to be insufficient.

Impact Consequences: Trees should be cleared away from the electrical service cable and entrance in order to prevent damage or hazards during high wind storms. Consult the local power company for proper correction.

Recommended Action: Adjust

[Click here to find out more about this item](#)

5.



Location: Attic **System:** Electrical **Condition:** Conduit Not Properly Connected

Explanation: The conduit as installed is not properly connected to a panel or junction box.

Impact Consequences: Connect the conduit to a junction box or panel in order to prevent damage to wiring and avoid electrical shock hazards.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.



Location: Museum **System:** Electrical **Condition:** Open Knock Outs Of Junction Box

Explanation: The junction box is observed to have missing or open knock outs.

Impact Consequences: These openings are designed to allow distribution of wiring to other components. When not connected to a conduit the openings should be sealed in order to prevent hazards.

Recommended Action: Repair

[Click here to find out more about this item](#)

OBSERVATIONS & SUGGESTIONS:

It is recommended that the main disconnect and circuit breakers be operated (turned off and on) periodically, to exercise these protective devices. Suggested frequency for this maintenance activity is once or twice a year. Circuit breakers that are not periodically operated may over time fail to operate to specifications.

Ground Fault Circuit Interrupt [GFCI] outlets should be tested in accordance with manufacturer's recommendations, to confirm these devices are operable and providing protection. Failure to operate periodically may result in the mechanical components of these devices becoming sticky or inoperable, thus not providing the intended personal protection. If uncertain about the frequency of testing, the suggested frequency of testing is once per month.

10 DEFICIENCY SUMMARY

ROOF

1.

Location: Exterior Right **System:** Roof **Condition:** Fascia wood is rotted

Explanation: The condition of the fascia is such that wood rot and deterioration has occurred.

Impact Consequences: Rotted wood at fascias is an indication that the ability of the fascia to protect against water infiltration and pest entry has been compromised. All rotted and deteriorated wood at fascias should be removed and replaced. Failure to correct this condition may result in costly repairs to adjacent areas damaged as a result of loss of protection.

Recommended Action: Replace

[Click here to find out more about this item](#)

2.

Location: Exterior Rear **System:** Roof **Condition:** Deteriorated Concrete Roof Deck

Explanation: The concrete roof deck is deteriorated.

Impact Consequences: Deteriorated sections of the concrete roof deck should be refinished in order to increase life expectancy.

Recommended Action: Repair or Replace

[Click here to find out more about this item](#)

3.

Location: Exterior Front **System:** Roof **Condition:** Gutter is damaged

Explanation: Damage is noted at the roof edge gutter. Damaged gutters may prevent the controlled drainage of water from roof areas as intended.

Impact Consequences: Gutters are a key component in the controlled drainage of run-off water away from the building exterior elements. Gutters that do not perform as intended may result in saturation of soils near the foundation which in turn can result in basement moisture or leakage issues. Repair should include repairing or replacing damaged sections of gutters and assuring that water freely flows and drains from the gutter.

Recommended Action: Repair or replace

[Click here to find out more about this item](#)

4.

Location: Exterior Front **System:** Roof **Condition:** Water ponding on roof surface is observed

Explanation: Active water ponding is observed on the roof surface. Poor roof surface drainage increases the risk of leakage and can reduce the life expectancy of the roof.

Impact Consequences: Flat and low-slope roofs should be sufficiently sloped such that all water will drain from its surface. Water that ponds on the surface will add to the weight loading at the affected area which will over time enlarge this area and compound the problem. Leaks are most likely to occur at seams that are immersed in water. Correction to the roof surface profile is required. A roofing specialist should be consulted to assess for current condition and for requirements and costs for remedial action.

Recommended Action: Replace consult specialist

[Click here to find out more about this item](#)

EXTERIOR

1.

Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway

Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Exterior Front **System:** Exterior **Condition:** Deck boards are deteriorated

Explanation: Deck boards are deteriorated and are in need of replacement.

Impact Consequences: The primary purpose of deck boards is to provide a sound and sturdy surface for foot traffic. Boards subject to rot and deterioration may break through and may result in fall hazards. Individual boards with end or excessive edge rot should be replaced; all boards should be capable of bearing traffic without excessive flexing. Where individual boards are deteriorated these boards should be replaced to reduce the risk of injury.

Recommended Action: Replace

[Click here to find out more about this item](#)

3.

Location: Exterior Right **System:** Exterior **Condition:** Rot observed on wood elements

Explanation: Wood elements that display rot should be replaced

Impact Consequences: Rot in wood is an indication of excessive moisture and insufficient drying over time. Failing to replace the affected wood will most often result in further wood deterioration over time, and will often result in water damage to wall areas behind the wood elements. Rotting wood provides an attractive environment for insects. The cause(s) for the wood rot should be understood and corrected as part of the remedial actions, thus preventing future recurrence of this condition.

Recommended Action: Replace

[Click here to find out more about this item](#)

4.

Location: Exterior Rear **System:** Exterior **Condition:** Foundation wall is damaged

Explanation: An area of damage is noted in the foundation wall.

Impact Consequences: Damaged areas are susceptible to adverse conditions that may include deterioration of the foundation wall structural effects and water infiltration. As a minimum periodic examinations should be performed to observe for change and whether any adverse conditions are occurring. Advice from a foundation or structural specialist should be considered.

Recommended Action: Monitor; Consult Specialist

[Click here to find out more about this item](#)

5.

Location: Exterior Front **System:** Exterior **Condition:** Deck surface is bouncy

Explanation: When traversing the deck surface the deck surface has areas where noticeable bounce is observed.

Impact Consequences: Decking should provide a sound and sturdy surface for foot traffic. Bounce in the deck surface is an indication there is either insufficient support under the decking joist span is too great the deck boards are not adequately secured or there is insufficient end support at individual deck boards. Over time extra stress on the boards may result in premature deterioration and they may fracture and fail under load. To establish a safe and durable deck surface the cause of the bounce should be

by a framing contractor is suggested.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.

Location: Exterior Front **System:** Exterior **Condition:** Tree branches are too near to the roof surface

Explanation: Roof surfaces can be damaged by tree branches in close proximity to the roof cover.

Impact Consequences: Tree branches in contact with the roof surface will abrade the roof cover. Where the roof is heavily shaded by tree branches and leaves moss growth may occur as moisture is retained at the roof surface; flat roofs are particularly vulnerable to this condition as evaporation from the surfaces is restricted. Leaves and debris from trees will also clog the roof drainage system. Trees not only are buildings to many pests they also provide ready access to areas normally difficult for them to access such as roofs chimneys soffits vents etc. As a guide the maximum outermost branches of a mature tree should be no closer than 10Ft. (3m) from any surface of the building.

Recommended Action: Remove

[Click here to find out more about this item](#)

7.

Location: Exterior Front **System:** Exterior **Condition:** Trip hazard(s) on walkway

Explanation: Uneven surface conditions in the walkway present the risk of tripping for persons traversing the walkway.

Impact Consequences: Trip hazards are a safety concern requiring immediate attention.

Recommended Action: Repair

[Click here to find out more about this item](#)

STRUCTURE

1

Location: Exterior Rear **System:** Structure **Condition:** Exterior masonry wall has deteriorated mortar

Explanation: The mortar in the masonry wall is observed to be in a deteriorated condition. As mortar is a mixture of cement sand and water there is a broad range of performance characteristics of the mortar. As such the ability of the mortar to withstand the deteriorative effects of the conditions to which it is exposed will vary broadly. The current observed condition of the brick wall is such that the degree of deterioration warrants considerations for repair.

Impact Consequences: Mortar will deteriorate over time. When mortar deteriorates such that the mortar is cracked eroded or missing and such that further deterioration would reduce the integrity of the wall repairs should be performed. Minor repairs often involve pointing or removing and replacing areas of deteriorated mortar without disturbing the bricks. Where deterioration is more severe then more intensive work is required to repair the wall which often involves removing and rebuilding brickwork. Obviously the longer the delay in repairing the wall will increase the amount and expense of repair. Left uncorrected mortar deterioration can result in collapse of the masonry wall.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Storage **System:** Structure **Condition:** Deteriorated or Damaged Beams

Explanation: Structural support beams are observed to be damaged or deteriorated.

Impact Consequences: Deteriorated or damaged structural beams should immediately be reviewed by a qualified contractor for proper repairs

[Click here to find out more about this item](#)

INTERIOR

1.

Location: Museum **System:** Interior **Condition:** DRY Ceiling Stain Roof Leak

Explanation: A stain on a ceiling surface is observed to test low for moisture content using moisture meters or thermal imaging camera. The source of the moisture intrusion is suspected to be from a past roof leak which may or may not have been repaired.

Impact Consequences: In observing the water staining the Inspector suspects the leak may have been from a past roof leak. The stained ceiling area should be replaced or repaired in order to provide a clean surface in which a reoccurrence of the problem may be readily visible. It should be noted that certain conditions may be required for the leak to activate such as heavy rains. Ongoing monitoring as part of routine maintenance of this area is recommended.

Recommended Action: Review

[Click here to find out more about this item](#)

ELECTRICAL

1.

Location: Storage **System:** Electrical **Condition:** Damaged or Missing Cover Plate On Junction Box

Explanation: A protective cover plate is observed to be damaged or missing from an electrical junction box.

Impact Consequences: A cover plate for junction box is required to reduce the risk of electrical shock. A suitable cover plate should be immediately installed for safety.

Recommended Action: Repair

[Click here to find out more about this item](#)

2.

Location: Exterior Rear **System:** Electrical **Condition:** Unterminated active wiring observed

Explanation: Wires are observed to be not terminated in a protective box and this wiring is active.

Impact Consequences: Active wiring should be properly terminated at a protective box panel or fixture. Exposed wire ends present the risks of electrical shock or fire. This condition is a safety concern and should be immediately rectified.

Recommended Action: Repair

[Click here to find out more about this item](#)

3.

Location: Exterior Front **System:** Electrical **Condition:** Damaged or Missing Cover of Exterior Electrical Outlet

Explanation: Electrical outlets installed in outdoor locations require protection from water entry and contaminants.

Impact Consequences: An outlet with a missing or damaged cover when in an outdoor location is subject to damage and deterioration if its weathertight protection has been compromised. Receptacles displaying damage or deterioration should be immediately replaced and a suitable cover installed.

Recommended Action: Repair

[Click here to find out more about this item](#)

4.

Location: Exterior Front **System:** Electrical **Condition:** Tree Branches Too Near To Service Cable or Mast

Explanation: Clearance of the service cable or mast appears to be insufficient

Impact Consequences: Trees should be cleared away from the electrical service cable and entrance in order to prevent damage or hazards during high wind storms. Consult the local power company for proper correction.

Recommended Action: Adjust

[Click here to find out more about this item](#)

5.

Location: Attic **System:** Electrical **Condition:** Conduit Not Properly Connected

Explanation: The conduit as installed is not properly connected to a panel or junction box.

Impact Consequences: Connect the conduit to a junction box or panel in order to prevent damage to wiring and avoid electrical shock hazards.

Recommended Action: Repair

[Click here to find out more about this item](#)

6.

Location: Museum **System:** Electrical **Condition:** Open Knock Outs Of Junction Box

Explanation: The junction box is observed to have missing or open knock outs.

Impact Consequences: These openings are designed to allow distribution of wiring to other components. When not connected to a conduit the openings should be sealed in order to prevent hazards.

Recommended Action: Repair

[Click here to find out more about this item](#)

Professional Services Certification and Disclosure

I have personally made an inspection of the property that is the subject of this Report.

I do not have any undisclosed conflict of interest with the client, nor any undisclosed commissions, rebates, profits or other benefits resulting from the outcome of this assignment.

I have not accepted any disclosed or undisclosed commissions, rebates, profits, or other benefit from Real Estate Brokers, Agents, or any other parties having financial interest in the subject property.

This Inspection Firm, and the designated Inspector or Inspectors for this assignment, have not offered or provided any disclosed or undisclosed financial compensation directly or indirectly to any Real Estate Broker, Agent, or Real Estate Company for consideration of this assignment.

I have not and shall not communicate any information about this inspection to anyone except the named client without prior consent of the client, except where it may affect the safety of others or violate a law or statute.

I have not offered to perform any repairs to the subject property nor shall I accept or induce a referral fee from any contractor of which I refer a client for repairs.



Kross Inspectors

12155 Metro Parkway, 4

Fort Myers, FL, 33966

Phone: (877) 496-4662

Fax:

E-Mail: commercial@krossinspectors.com

Web: www.krossinspectors.com

Inspected by:

Kross Inspectors

Inspector's Signature:

Signature Date

4/24/2017

Inspector Education
Services

Commercial Certification

IES12012001,

Date: 1/20/2012

KEY WEST BIGHT COMMERCIAL DOCKAGE AGREEMENT

This Agreement is made between the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter referred to as "CRA"), and the person or entity named below (hereinafter referred to as "Owner").

Owner is identified as follows:

D.L. #: _____

Name(s): _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

City/State/Zip: _____

Email: _____

Business Address: _____

Business Phone: _____

City/State/Zip: _____

Emergency Contact/Phone: _____

Corporate documents furnished: _____

Partnership documents furnished: _____

Notice Address (Leave blank if same as above):

Home Address: _____

Home Phone: _____

City/State/Zip: _____

Cell Phone: _____

Type of Vessel: **Commercial** (describe) _____

Name of Owners Representative (if any): _____

Address: _____

Home Phone: _____

City/State/Zip: _____

Cell Phone: _____

Name of Vessel: _____ Passenger Capacity: _____

Overall length: _____ Beam: _____ Draft: _____

Registration: _____ Documentation: _____

Type: P _____ Gas _____ Diesel _____

Carrier of Insurance on Vessel: _____

Address: _____

In consideration for the covenants and condition hereinafter set forth, CRA and Owner agree as follows:

1. Purpose

In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as _____. Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owner's vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owner's vessel may cause to other vessels in the Marina.

2. Dockage Space

The certain dockage space to be used by Owner is identified as berth _____ on Pier _____ in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Marina Manager of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels. Owner agrees to vacate his/her slip for special events such as Race Week, if requested to do so by CRA.

CRA will make best efforts to relocate the Owner within the marina during this period. If the CRA is unable to provide a temporary slip for the tenant, the tenant shall vacate the marina immediately and shall be entitled to:

- (a) A proportionate adjustment in the monthly rent; and
- (b) Return to the slip in the Marina at the conclusion of the event.

3. Term

The term of this Agreement shall commence on the _____ day of _____, 201__, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This Agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this Agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this Agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use

CRA shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the marina for more than 24 hours duration shall notify the CRA's dockmaster at least 24 hours in advance of departure.

5. Rental Rate

The monthly rental rate is \$_____ per month plus applicable sales tax of \$_____ for a total of \$_____ for dockage space, plus \$1.00 per passenger the vessel is rated to carry. This amount is subject to adjustment by the CRA. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Owner agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein.

6. Deposit

Owner shall deposit a sum equal to one month's slip rental as security for damage, utilities and/or rents. The deposit shall be held by the CRA and may be commingled with other CRA and City of Key West funds. Any remaining balance of the deposit shall be paid to Owner by CRA only after deposit funds have been applied to any outstanding balance owed by Owner to CRA.

7. Payments Due

Rental payments are due and payable monthly in advance, by the first day of each calendar month. Payment may be made at the Key West Bight offices, 201 William Street, Key West Florida, between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, holidays excluded. Payments may be mailed to Key West Bight Marina, P.O. 1409, Key West, Florida, 33041-1409.

8. Late Payments

Any rental payment not received by CRA by 4:00 p.m., the 5th day of the month is subject to a fifteen (15) percent penalty charge.

9. Notice to Owner

Owner agrees that notice of the actions or intention of CRA is binding upon Owner if delivery by certified mail is attempted at the address provided by Owner in the beginning of this Agreement or if hand delivery is attempted at the address by an authorized employee of the CRA, or if posted on the vessel.

10. Changes in Information

Owner agrees to deliver to CRA, c/o Key West Bight Marina, 201 William Street, Key West, Florida, written notice of any change in any of the information furnished by the Owner in this Agreement. Such notice may be mailed by certified mail, return receipt requested, to Key West Bight Marina, P.O. Box 1409, Key West, Florida, 33041-1409. All such changes must be in writing, and CRA is not responsible for any notices given by Owner verbally or by telephone.

11. Default, Removal, Sale

Prompt and timely delivery of all payments due for the use of rented dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Owner to comply with each of said terms shall constitute a default by Owner and shall give CRA the right at its option to terminate this Agreement and any license Owner may have hereunder. CRA may so terminate by mailing to Owner a notice of termination in the manner provided by Paragraph 9 above at least three (3) days prior to the effective date of termination. CRA may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If Owner fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 9, CRA shall have the right at its option:

a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of CRA both the vessel and any other personal property of Owner found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of CRA and Owner hereby designates CRA as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that CRA and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. Owner hereby releases and relieves CRA and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Owner further agrees to pay all costs incurred by CRA in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and

b) to pursue any remedy provided by state or federal law; and

c) to sell the vessel at a nonjudicial sale pursuant to Florida Statutes Section 328.17. The provisions of this statute for nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to CRA.

d) Non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

12. Lien, Attorneys Fees

Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by CRA in the collection of any unpaid sums due under this Agreement or by Owner's default in performance of any of the conditions or covenants stated herein or in the Rule and Regulations governing the dockage space and adjacent premises. Owner agrees that CRA shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of CRA caused by Owner or the vessel.

13. Release, Indemnity

This Agreement is for berthing space only, and such space is to be used at the sole risk of Owner. Owner hereby agrees that CRA shall not be liable for the care, protection or security of the vessel, its appurtenances or contents, or of any of Owners personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure,

windstorm, hurricane, rains or other calamities. Owner agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CRA is not responsible for injuries to persons or property occurring on CRA's property. Owner, personally and for its family, heirs, and assigns, and any other parties in interest, hereby releases and agrees to hold CRA harmless from all liability to them for personal injury, loss of life, and property damage. Owner, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify CRA for all liability for personal injury, loss of life, and property damage to Owner, family, heirs, assigns, agents, employees, invitees and guests caused by fault of Owner including other guests and vessels in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with Owner's vessel, motors and accessories while it is on or near CRA's property including the rented space, or while it is being moved, or docked; (2) loss or damage to Owners vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. Owner further agrees to indemnify CRA for all damages or losses caused by or arising from fault of Owner's vessel and appurtenances, personal property, guests, passengers, family or invitees including other guests and vessels in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorneys fees, including appellate attorneys fees, reasonably incurred by CRA; provided, however that CRA shall give Owner written notice of any such claim within time to reasonably allow Owner to appear and defend or pay and discharge such claim. At its option, CRA may defend against such claims and by so doing shall not waive or discharge Owner from its obligations to defend and indemnify as herein contained.

14. Insurance

Owner agrees that CRA is not in any way an insurer of Owner's vessel, property, family, invitees, employees, agents, passengers or guests. Owner of a vessel operated for commercial use hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this Agreement, and all extensions of the term of this Agreement. This policy shall protect CRA and Owner from all liability for injury to any persons or property which may arise in connection with the conduct of Owner, its agents, invitees, passengers, guests, or employees and operation of Owner's vessel and equipment. The minimum limits of such policy shall be \$300,000 for any one person or occurrence. Said policy shall specifically provide that CRA is to be notified in the event of cancellation, termination, or renewal. Owner agrees to furnish CRA with a certificate of insurance or copy of the policy, each of which shall on its face show the foregoing information and name the CRA of Key West as a named insured under the policy.

15. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of the Agreement at CRA's request, Owner shall furnish to CRA for its review an original or certified copy of proof of ownership of the vessel. Proof shall consist of an original or certified copy of a state registered title to the vessel or documentation by the United States Coast Guard.

In all cases, the name of the managing director, partner or operator of the business shall be furnished to the CRA. If the individual identified as the managing director, partner, or operator of the vessel changes, notice shall be given to the Marina Manager or Key West Bight Manager in writing, addressed as provided in Paragraph 10. A change of managing partner, managing director or operator of the vessel and business is subject to approval by the Key West Bight Management District Board.

Except as provided herein, this dockage Agreement is not transferable to a new owner; nor shall the slip transfer to a new owner of the vessel without the prior consent of the Key West Bight Management District Board. In the event that both the business and the vessel are sold by Owner to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses, transfer of title to the vessel, transfer of telephone number and credit card operations, and provided that said purchaser meets all qualifications required under this Agreement, the purchaser shall have the option of entering into a new dockage Agreement for the subject berth upon the same terms and conditions as are offered at the time by CRA to other Owners.

If Owner is a corporation, partnership or other business entity, the names of all persons owning an interest and the percentage of ownership shall be submitted in writing to the CRA. If Owner is a corporation, partnership or other business entity, any proposed sale or transfer of any percentage of such interest therein shall be submitted in writing to CRA prior to the transfer. The sale or transfer of any such interest without prior notice to CRA shall constitute a material breach of this Agreement. The sale of 51% or more of the stock in a corporation to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board. The sale of a partnership interest constituting 50% or more of the partnership shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board.

Upon change of ownership or a controlling interest in a corporation or a partnership, as described herein, requiring approval of the Key West Bight Management District Board, Owner shall pay to the CRA a transfer fee of \$400.00.

16. Person Signing

The person signing below as an individual or in a corporate capacity, does hereby certify that the description of the above vessel is correct and that he/she is or is authorized to act on behalf of the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.

17. Dockage to Signer and Particular Vessel Only; Partners and Shareholders Bound

Owner agrees that part ownership of the vessel does not in any way create for CRA any obligation to furnish dockage space to any partner or share holder other than the original partners or shareholders entering into this Agreement, or to any vessel other than that described herein, whether or not the partnership or corporation is dissolved for any reason whatsoever. In the event of dissolution of a partnership or corporation, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

18. Government Laws and Marina Regulations

Owner agrees to comply with all federal, state, and local laws pertinent to any subject matter of this Agreement, including but not limited to those pertaining to marinas and boating. Owner further agrees to comply with all Marina Rules and Regulations, which are hereby incorporated and by reference made a part hereof, and which may be established from time to time by CRA. Owner further agrees to abide by all amendments to said regulations duly established by CRA during the term of this Agreement; provided, however, that CRA shall afford Owner 15 days written notice, delivered in accordance with Paragraph 9 above, prior to implementing any such duly enacted amendments.

Owner agrees that any emergencies involving the vessel will be handled at the CRA's discretion, and the Owner shall bear all expenses and risks of such an emergency. In the event of an emergency in the Owners absence, the CRA is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the Owner and shall constitute a lien upon the subject vessel until paid in full.

19. Peaceable Use

Owner agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of CRA and its agents and employees, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. Owner further agrees to do no act which impedes or disrupts the orderly operation of the marina or any portion of it, including but not limited to marina management, operation and revenues.

20. Sanitation Device

Owner's vessel shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. Such device shall be not less than 15 gallons in capacity. CRA reserves the right to board and inspect Owner's vessel to determine compliance.

21. Owners Inspection

Owner acknowledges having inspected the dockage space assigned from time to time by this Agreement, and hereby accepts it in "as is" condition for berthing the above-described vessel. Owner agrees that CRA makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including CRA's negligence, to persons or property on CRA's property or marina premises.

22. CRA Inspection

Owner agrees that CRA shall have the right, upon 24 hours notice, to enter the vessel and dockage space during reasonable hours in order to determine whether Owner is in full compliance with the terms of this Agreement and all applicable laws and regulations.

23. Owners Insolvency, Dissolution, Death, Incompetence

If Owner becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, or is dissolved, dies or becomes legally incompetent, CRA is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. CRA may elect to accept rent from any receiver, trustee, or other judicially-appointed officer during said term without affecting CRA's rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

24. Assignment

Owner's rights under this Agreement shall not be assigned or transferred other than by approval by the Key West Bight Management District Board.

25. Termination

This Agreement shall be terminated upon any one of the following conditions:

- (a) By Owner's written notice to CRA at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month;
- (b) By CRA's written notice to Owner, pursuant to Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month of election to terminate.
- (c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above; provided, however, that Owner shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 9, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and CRA shall not be required again to issue a warning. CRA shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.
- (d) By the dock becoming unserviceable for any reason; CRA may, but shall not be obligated to provide Owner with other available dockage space on an equal basis with other similarly situated Owners.
- (e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of CRA's Manager, the City Manager of the City of Key West or designee;
- (f) By Owner's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the CRA of Key West governing the Key West Bight Marina. Dockmaster is the authorized representative of CRA and the City of Key West.
- (g) Owner agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina.
- (h) Owner agrees to remove all of Owner's equipment and possessions (including dock boxes) upon termination of this Agreement.

26. Homeland Security

Owner understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the State of Florida, Federal Department of Homeland Security or the United States Coast Guard; and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible to perform, then the Agreement shall terminate.

27. Prior Agreements Terminated

Execution of this Agreement by the signatures of Owner and the Manager for the CRA shall operate to terminate any and all prior Agreements, contracts and leases between the parties hereto.

28. Time; CRA's Rights Cumulative

Time is of the essence of this Agreement. Owner agrees that CRA's rights under this Agreement are cumulative, and that CRA's failure to exercise any such right shall not operate to forfeit any of those rights.

29. Headings Not Part of Agreement

CRA and Owner agree that any heading which, labels any paragraph herein is for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Dockage Agreement on the dates indicated.

Owner: _____

For CRA: _____

Signature and Title if Corporation

Signature

Date: _____

Date: _____

I hereby acknowledge receipt of the Rules and Regulations for the Marina.

Owner: _____

Date: _____

MARINA RULES AND REGULATIONS FOR THE KEY WEST BIGHT MARINA

Updated February 28, 2017

DEFINITIONS

- **Lessor:** The City of Key West or its designee including Marina Manager and Dockmaster
- **Lessee:** Agreement holder at the Key West Bight Marina
- **Marina:** The Key West Bight Marina which includes the waters within Key West Bight leased by the Lessor from the State of Florida and the docks/structures/uplands owned by the Lessor
- **Marina Manager:** Person designated by Port and Marine Services Director to manage Key West Bight Marina.
- **Dockmaster:** Marina staff member responsible for day-to-day operations of Key West Bight Marina.
- **Vessel:** means every description of watercraft or houseboat used or capable of being used as a means of transportation on water

Lessee also agrees to abide by and observe all new or modified rules and regulations established from time to time by Lessor with respect to the operation of the Marina.

RULES AND REGULATIONS

1. Any waterborne vehicle or structure entering the Marina is under jurisdiction of the Lessor, shall be berthed as directed and must meet the following criteria:
 - Must have a valid registration
 - Must be under their own power and navigable
2. Vessels in the Marina or wishing to come into the Marina must be in a good and safe condition and present a clean, orderly appearance and be maintained in a seaworthy fashion.
3. The Lessor shall have the right to inspect all vessels in the Marina including performing a marine survey to determine seaworthiness, their adherence to all local, state and federal regulations and marine sanitation device (MSD) regulations and reserves the right to evict vessels that are not meeting the requirements. Vessel owners will be given a maximum of 30-days to correct the deficiency unless additional time is approved by the Port and Marine Services Director.
4. No vessels within the Marina shall be operated in excess of the established speed limit of idle speed and no wake.
5. All vessels shall be tied up to Marina piers in a manor acceptable to the Lessor, or they may be removed. The Lessor reserves the right to properly secure any vessel to Marina piers and assess a service fee for doing so. No rafting of vessels is allowed at the Marina without prior approval from the Lessor.

6. The Lessor may authorize transfer of vessels from one berth to another and reserves the right to reassign berths to Lessee as may be necessary
7. No persons will be allowed to reside permanently aboard any vessel berthed in the Marina unless they have a liveaboard dockage agreement or have been approved by the Lessor to do so, and are paying a liveaboard fee for each person living on the vessel.
8. Liveaboard vessels shall be Lessee occupied only. No renting, subleasing or caretaking is permitted. Vessel shall remain unoccupied when Lessee is not present.
9. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose and other debris shall be placed where specified by the Lessor. No pumping of oil from bilge is allowed. Lessee shall be responsible for the actions and conduct of their guests.
10. No cleaning product containing bleach, phosphates or petroleum products shall be used on the exterior of any vessel or floating home, nor will these products be discharged upon the waters of the Marina.
11. Lessee shall be responsible for the actions and conduct of their guests. Disorder or indecorous conduct by a Lessee, occupant or visitors, which may offend a reasonable person, cause damage to property or harm the reputation of the Marina will be cause for an eviction. Noise will be kept to a minimum at all times.
12. All Lessees or their visitors will abide by the Marina's Clean Marina Designation and accompanying rules and regulations.
13. No swimming, diving or fishing is permitted within the Marina with the exception of entering the water to accomplish necessary repair work that has been approved by the Lessor.
14. Advertising and/ or solicitation of business on commercial vessels is subject to existing zoning laws and applicable Lessor ordinances.
15. No commercial activity by any Lessee will be allowed on Marina property or on vessels docked at the Marina without the prior approval of the Lessor.
16. Lessees will not be allowed to have two (2) vessels in a slip unless the second vessel is a dinghy that can be stored on-board.
17. All vessels using holding tanks must be pumped out on a regular basis.
18. Commercial Lessees are allowed one (1) white fiberglass or molded plastic dock box not to exceed 6' 2" long, 27 inches deep and 30 inches high. The Lessor will request in writing that the slip Lessee remove any non-conforming dock boxes. In the event the Lessee does not remove non-conforming dock boxes within 24 hours of written notice staff will remove the non-conforming dock box. Dock boxes must be bolted to the dock with the approval of

Lessor. Hazardous materials of any nature may not be stored in dock boxes. In the event of a storm, Lessee agrees to remove anything stored in the dock box that may be harmful to people, the Marina, sea life, or water quality.

19. Commercial Lessees will be allowed a sign that is pre-approved and complies with the signage standard for the Marina. The Lessor will request in writing that the slip Lessee remove any non-conforming signs. In the event the Lessee does not remove non-conforming signs within 24 hours of written notice, Lessor will remove the non-conforming signs.
20. Lessee desiring to convert dock in any manner such as adding extra padding or buffer strips or installing mooring arms, or to make any use of utilities, must first secure the written permission of the Lessor and said Lessee may be required to pay additional charges for additional services or facilities. Improvements placed on the docks by the Lessee become the property of the Lessor when the space is vacated.
21. In general, an Lessee may do minor work on their own vessel if such work does not interfere with the rights and privileges of the other persons but an Lessee may not use the services of any other dealer, mechanic, craftsman or other person on the premises of Lessor without first securing prior approval of the Lessor. All work not minor in nature shall be approved by the Lessor before commencement. The use of electric sanders is prohibited. Generally major maintenance and repair will not be allowed at the Marina.
22. Docks, piers and Harbor Walk are to be kept clear at all times. No personal gear including but not limited to signs, tables, chairs, bicycles, umbrellas, pumps, generators, coolers etc. will be stored or kept on the docks at any time.
23. Use of non-rated UL power/extension cords in the Marina is prohibited. Non-rated UL power/extension cords will be removed immediately by the Lessor.
24. Recreational vessels with dockage agreements shall be non-liveaboard. Lessees of recreational vessels may reside on the vessel for up to eight (8) days a month maximum. Only Lessees can reside on the vessel during those days. Other people staying on the vessel without the Lessee present is not allowed.
25. Lessees with pets will not let the animals disturb other Lessees in any way and pets will be cleaned up after when walked. All pets will be leashed when off Lessee's vessel.
26. Any vessel which may sink in the Marina shall either be re-floated or removed by the Lessee within 72 hours or a fine of \$100.00 per day shall be levied. As a result of a storm event the Lessor will work with the Lessee to allow a reasonable amount of time for the vessel to be refloated or removed as long as the Lessee takes measures to prevent pollution liability within 48 hours after the storm event.

**STATE OF FLORIDA
COUNTY OF MONROE**

PUBLIC NOTICE

Lease Renewal Negotiations -
Florida Straits Conch Company, Inc.
DBA Conch Republic Seafood Company

Pursuant to Section 2-941 of the Code of Ordinances of the City of Key West, Florida, notice is hereby given that the Community Redevelopment Agency (CRA) of the City of Key West shall commence lease negotiations for the renewal of the existing lease dated April 2, 1997 by and between the (CRA) of the City of Key West as Landlord and Florida Straits Conch Company, Inc. as tenant, pertaining to the property located at 631 Greene Street, Key West, FL. Any request for information shall be directed to M. Wilbarger at the City of Key West, P.O. Box 1409, Key West, FL, 33040, or via email to mwilbarger@cityofkeywest-fl.gov

Published this 30th day of October, 2016
By: James Scholl, City Manager, City of Key West

October 30, 2016 Key West Citizen

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Commercial Printing
Direct Mail

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Printing / Main Facility
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Key West, FL
33040-1800
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Fax 305-294-0768
citizen@keywest.com

Internet Division
Tel 305-292-1880
Fax 305-294-1699
sales@keywest.com

Upper Keys Office
91731 Overseas Hwy
Tavernier, FL 33070
Tel 305-853-7277
Fax 305-853-0556
freepress@floridakeys.com

authority personally appeared Paul Clarin, who on
lisher of the Key West Citizen, a daily newspaper
in Monroe County, Florida; that the attached copy of
legal notice in the matter of

Public Notice

vs - Conch Republic Seafood Co.

newspaper in the issue(s) of

October 30, 2016

heretofore been continuously published in said Monroe County, Florida every day, and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

Sworn and subscribed before me this 3 day of October, 2016

Notary Public:



Dawn Kawzinsky
Expires: 1/4/2020



Notary Seal

Personally Known x Produced Identification
Type of Identification Produced



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

FLORIDA STRAITS CONCH COMPANY

Filing Information

Document Number P96000101099
FEI/EIN Number 65-0739763
Date Filed 12/16/1996
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 11/17/1998

Principal Address

631 GREENE STREET
KEY WEST, FL 33040

Changed: 04/20/1999

Mailing Address

Kerry Gunther
872 Sweetwater Island Circle
Longwood, FL 32779

Changed: 03/16/2016

Registered Agent Name & Address

GUNTHER, JEFFREY C
Jeffrey C. Gunther
872 Sweetwater Island Circle
Longwood, FL 32779

Name Changed: 01/08/2015

Address Changed: 03/16/2016

Officer/Director Detail

Name & Address

Title President, Director

GUNTHER, JEFFREY C
Jeffrey C. Gunther

872 Sweetwater Island Circle
Longwood, FL 32779

Title Secretary, Treasurer

GUNTHER, KERRY A

Kerry A. Gunther

872 Sweetwater Island Circle
Longwood, FL 32779

Title Director

ROLLINGS, DEAN E

Dean E. Rollings

P.O. Box 1199

Port Townsend, WA 98368

Title Director

Perkins, William A

William A. Perkins

7990 SW 175th Street

Palmetto Bay, FL 33157

Title Director

Reed, James W

James W. Reed

1475 Winton Road

Mt. Pleasant, SC 29464

Annual Reports

Report Year	Filed Date
2015	01/08/2015
2016	03/16/2016
2017	03/10/2017

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<u>11/17/1998 -- REINSTATEMENT</u>	View image in PDF format
<u>12/01/1997 -- REINSTATEMENT</u>	View image in PDF format
<u>12/16/1996 -- DOCUMENTS PRIOR TO 1997</u>	View image in PDF format
<u>12/13/1996 -- Domestic Profit Articles</u>	View image in PDF format

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P96000101099

Entity Name: FLORIDA STRAITS CONCH COMPANY

Current Principal Place of Business:

631 GREENE STREET
KEY WEST, FL 33040

FILED
Mar 10, 2017
Secretary of State
CC5137316708

Current Mailing Address:

KERRY GUNTHER
872 SWEETWATER ISLAND CIRCLE
LONGWOOD, FL 32779 US

FEI Number: 65-0739763

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GUNTHER, JEFFREY C
JEFFREY C. GUNTHER
872 SWEETWATER ISLAND CIRCLE
LONGWOOD, FL 32779 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JEFFREY C. GUNTHER

03/10/2017

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, DIRECTOR
Name GUNTHER, JEFFREY C
Address JEFFREY C. GUNTHER
 872 SWEETWATER ISLAND CIRCLE
City-State-Zip: LONGWOOD FL 32779

Title SECRETARY, TREASURER
Name GUNTHER, KERRY A
Address KERRY A. GUNTHER
 872 SWEETWATER ISLAND CIRCLE
City-State-Zip: LONGWOOD FL 32779

Title DIRECTOR
Name ROLLINGS, DEAN E
Address DEAN E. ROLLINGS
 P.O. BOX 1199
City-State-Zip: PORT TOWNSEND WA 98368

Title DIRECTOR
Name PERKINS, WILLIAM A
Address WILLIAM A. PERKINS
 7990 SW 175TH STREET
City-State-Zip: PALMETTO BAY FL 33157

Title DIRECTOR
Name REED, JAMES W
Address JAMES W. REED
 1475 WINTON ROAD
City-State-Zip: MT. PLEASANT SC 29464

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KERRY A. GUNTHER

SECRETARY/TREASURER 03/10/2017

Electronic Signature of Signing Officer/Director Detail

Date