

**Retail Space Lease  
Historic Depot Building**

THIS LEASE AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **City of Gainesville, Florida**, a municipal corporation under the laws of the State of Florida, whose address is P.O. Box 490, Station 6, Gainesville, Florida 32601 ("Landlord") and **Double 18, Inc.**, a Florida Corporation, whose address is 15 N. Main Street, Gainesville, Florida 32601 ("Tenant") (hereafter collectively "Parties"). In consideration of the mutual promises contained herein and other good and valuable consideration the parties agree as follows:

**SECTION 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant the Historic Depot Building and surrounding property as more specifically depicted in Exhibit A, attached to this Agreement and made a part hereof ("Premises"), located in Depot Park, and having an address of 201 Depot Ave, Gainesville, FL. The Premises include two buildings identified on Exhibit "A" as 1910 and 1860 ("Buildings") the attached deck, the gravel area, the concrete pad, and the Breezeway all as depicted on Exhibit "A."

**SECTION 2. USE/MAINTENANCE AND REPAIR.**

**A. Tenant Use.** Tenant shall use the Premises as follows: Depot Building Section 1910, as depicted in Exhibit A, shall be used as a general store serving pre-made foods, soft drinks, beer, wine, general store merchandise, and souvenirs. Tenant will not sell any tobacco products or e-cigarettes. Building Section 1860 and the surrounding deck and gravel area will be used as a restaurant, outdoor seating, and an entertainment area.

The Breezeway between Depot Building and Gainesville Train Depot shall be used as an entrance to Depot Park. Tenant may not close the Breezeway

**This Lease permits Tenant to sell beer and wine. Beer and wine may be consumed on the Leased Premises. Tenant shall take all necessary steps to prevent its Patrons from consuming beer and wine in the Depot Park.**

Should the Tenant desire to use the Premises for any other purpose, the use must be pre-approved in writing by Landlord, which approval may be granted or denied in the sole discretion of the Landlord.

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Except as provided in Section 16 of this Lease, Tenant agrees that Landlord has made no representations respecting the condition of the Premises; that Landlord has made no representations as to conformance with applicable laws respecting the condition of the Premises or the presence or absence of Hazardous Substances in, at, under, above or abutting the Premises; that no warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material have been given; and that no promise to decorate, alter, repair or improve the premises either before or after the execution hereof have been made by Landlord or its agents to Tenant unless the same are contained herein.

Tenant shall create no public nuisance nor allow a public nuisance to be created in or from the Premises, Building or Property. Tenant shall not store, manufacture or sell any explosives, flammables or other inherently dangerous substances, chemicals, things or devices from the Premises. Tenant shall not conduct any trade, business or occupation that is unlawful. Tenant shall maintain compliance with all relevant federal, state, and local laws, rules and regulations governing its business.

## B. Landlords Use.

1) Breezeway. The Breezeway located between Building 1860 and Building 1910 is a primary entrance to Depot Park. Tenant may not close or obstruct the Breezeway or in any manner prohibit the use of the Breezeway as an entrance to Depot Park.

2) Building 1860. A portion of Building 1860 is an open air space. The open air space will be used by Tenant as an entertainment and performance area. Tenant may rent the space to private individuals for events and performances. Landlord shall be permitted to utilize the open air portions of Building 1860 for events, up to ten (10) times per calendar year with five (5) business days' advance notice to Tenant, pending space availability and at mutually agreeable times and days.

## C. Maintenance and Repair.

1) Tenant Responsibilities. Tenant shall promptly notify Landlord of any damage, necessary repairs or maintenance. Tenant shall be responsible for maintaining the heating and air conditioning (HVAC) system, windows, interior walls, mechanical, electrical, plumbing, light fixtures, floor, and floor coverings in the condition that existed on the first day of the Lease term. Tenant shall be responsible for interior pest control. Tenant shall be responsible for routine repairs and maintenance of the HVAC systems, but not for replacement. Routine repairs are those repairs necessary to keep the HVAC systems in the same condition as existed on the first day of the Lease, and not exceeding \$500.00 per repair. Provided however, that all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Tenant, or the Tenant's employees, agents, licensees, tenants or invitees, shall be the responsibility of the Tenant. In addition, Tenant shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be removed from the Premises, or which may be placed thereon by Tenant. All such repairs shall be made in a good, workmanlike manner. In the event of Tenant's failure to make repairs within a reasonable period of time, or in the event that the repairs are inadequate in the sole judgment of the Landlord, the Landlord may elect to make such repairs and perform such maintenance and the Tenant shall pay to the Landlord, upon demand, the reasonable costs of such repairs and maintenance. Tenant shall maintain the Premises in a clean and sanitary condition by providing routine janitorial, pest prevention and trash removal services.

2) Green Building Standards. Environmental stewardship is a critical component of both the Depot Building and the Depot Park projects. The Depot Building, by re-using many of the building's original design features and incorporating innovative new technologies where appropriate, is expected to be extremely energy and water efficient, and is anticipated to achieve LEED Gold recognition. The project will serve as a model for seamlessly integrating economic development, historic preservation, and sustainability. As such, Tenant shall follow green practices to ensure a cleanly and non-toxic environment through proper chemical use and waste control. A draft of the green cleaning policy for the Building is provided in Exhibit "D". Landlord reserves the right to update the policy from time to time and Tenant shall comply with such policy at all times.

- 3) **Landlord Responsibilities.** Landlord shall be responsible for the maintenance and repair of the roof, exterior walls, structural portions of the building, and the replacement of the HVAC systems. Landlord shall be responsible for exterior pest control. All repairs not addressed herein and not caused by the acts, omissions or negligence of the Tenant or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of Landlord.

**D. Improvements to Building.** The parties acknowledge that, as of the Effective Date, the Building is an unfinished space and is not suitable for occupancy for Tenant's use as set forth above. Additionally, the Premises must be re-zoned to accommodate the uses Tenant intends to make of the property.

Prior to the Commencement Date stated in Exhibit "B" the Landlord, at no cost or expense to the Tenant, will complete exterior and interior renovations to the Building as necessary to provide a generic "shell" building. The Landlord ~~will develop~~ has developed the plans and specifications for the improvements in accordance with applicable City codes and regulations. ~~All improvements remain within the sole and complete discretion of the Landlord.~~ Prior to Tenant taking possession of the Premises, the Landlord shall provide "CRA Exterior Modifications," "1910 Renovation – CRA Portion," and "Kitchen Build-out – CRA Portion" all as more particularly described in Oelrich Construction, Inc.'s proposal dated June 2, 2016, attached to this Agreement and made a part hereof as Exhibit "E."

The Tenant is responsible for all further alterations, improvements and fixtures that it deems necessary to make the Premises suitable for its particular occupancy and needs, subject to the provisions in Section 9 of this Lease. Tenant shall be permitted to make "1910 Renovations – Tenant Portion," and "Kitchen Build-out – Tenant Portion" without additional approval of Landlord.

The Landlord shall provide a six (6) foot functioning hood exhaust within twelve (12) months, including all costs attributed to the installation of the six (6) foot hood exhaust. Tenant may install a hood exhaust larger than six (6) feet but Tenant shall be responsible for the additional cost of a larger hood and any other costs associated with the larger hood.

Additionally, prior to the Commencement Date, Landlord shall petition the governing body for the Premises to be re-zoned to support Tenant's uses. In the event the governing body does not re-zone the Premises, this Agreement shall automatically terminate and Landlord will reimburse Tenant for any expenses incurred in making improvements made to the building.

**E. No Improvements to Grounds.** Tenant shall not dig, excavate, install, construct, pave, or otherwise disturb the soil on the Premises unless Tenant receives prior written approval from Landlord and follows all protocol for handling contaminated soil. Tenant shall not cause stormwater to be retained on premises. Tenant shall not use groundwater from the Premises.

**F. Signage.** Tenant shall be permitted to install, at Tenant's expense, the maximum exterior and interior signage to be in compliance with Landlord's signage standards and all zoning and other laws and the requirements of all governmental and quasi-judicial governmental offices and agencies having jurisdiction over the Premises and shall be subject to the approval of Landlord, which shall not be unreasonably withheld.

**SECTION 3. TERM OF LEASE AND SURRENDER OF PREMISES.** Tenant shall lease the Premises for a period of five (5) years, commencing on August 1, 2016 and ending on July 31, 2021, unless earlier terminated as provided herein. Following the initial term, this Lease may be extended for two additional five year terms upon the terms and conditions contained in this Agreement, provided the Tenant is not then currently, or has not in the past been, in default under this Lease. Tenant shall notify the Landlord, in writing, not less than six (6) months prior to the expiration date of the Lease if the Tenant desires to exercise the extension option. On or before the date of expiration or termination of this Lease, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date of expiration or termination of this Lease will become the property of the Landlord. Upon termination of this Lease, Tenant agrees to deliver to Landlord all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear, and return to the Landlord all tangible personal property supplied by Landlord to Tenant other than Tenant's own personal property.

**SECTION 4. RENT.** Tenant agrees to pay base rent ("Base Rent") together with applicable sales tax as described in Exhibit "B", which is attached hereto and incorporated by reference. The Base Rent and sales tax referenced in Section 18 and any other charges, fees or amounts due from the Tenant to the Landlord under the terms of this Lease are hereinafter collectively referred to as "Rent." Tenant agrees to pay the Rent in advance on or before the first day of every month. If Tenant makes the monthly payment on or after the 10th day of the month, Landlord shall assess a late fee of 5% of the rent due for that month. The late fee is intended to compensate Landlord for administrative expenses associated with responding to late payment, and shall not be considered liquidated damages or interest. Non-payment or delay in the payment of Rent beyond thirty (30) days from the due date will be deemed a default of this Lease and shall be grounds for termination of this Lease by the Landlord. Payments shall be made to: City of Gainesville, Billing and Collections Office, 200 E. University Avenue, Station 46, Gainesville, Florida 32601.

**SECTION 5. UTILITIES.** Tenant agrees to obtain utility service from the utility providers approved by the Landlord for service at the site. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises and agrees to timely pay any and all charges for gas, water, sanitary sewer, electricity, telephone, solid waste and recyclables collection, and all other utilities. All utilities shall be accounts in the name of Tenant, and Landlord shall have no liability for the cost of such utilities, or for any damage, injury or inconvenience caused by interruption of utility service.

**SECTION 6. SECURITY DEPOSIT.** Upon execution of lease, Tenant will deliver to Landlord, first month's rent, inclusive of additional rent and sales tax, and security deposit equal to one month's base rent. The purpose of the security deposit is to secure the faithful performance by Tenant of all the provisions of this Lease. All or any portion thereof may, at the option of the Landlord, be applied to the curing of any default of Tenant. Landlord will refund the deposit to Tenant within 30 days of termination of this Lease less any expenses or costs incurred by Landlord in curing any default of Tenant, including but not limited to damage to Premises, failure to maintain or repair or outstanding debt.

**SECTION 7. INDEMNIFICATION AND INSURANCE.**

**A. Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord, its officers, employees, elected officials, agents, consultants, independent contractors, and any successors to Landlord's interest from and against all claims, demands, losses, damages, liabilities, suits, fines, and penalties and costs

(including attorney's fees) arising from the acts or negligence of Tenant, its employees, agents, licensees, patrons, guests and invitees.

**B. Tenant Insurance.** Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting Landlord and Tenant against liability for any accident, injury or damage on the Premises, in the Building or on the Property. Prior to the commencement date of this Lease, Tenant shall furnish to Landlord appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after 30 days prior written notice of such cancellation or material change to the Landlord. All required insurance products will name the Landlord as an additional insured.

Should Landlord determine that Tenant's operations present a risk of loss of damage greater than anticipated, then Tenant may be required to maintain greater insurance coverage different in scope of loss covered and amount of coverage. Landlord shall provide Tenant notice of the need for additional insurance and Tenant shall have thirty (30) days to acquire the additional insurance.

**C. Landlord Insurance.** Landlord shall maintain all risk property policy for the Historic Depot Building.

**D. Sovereign Immunity.** No provision(s) of this Lease shall be interpreted or deemed as a waiver of Landlord's sovereign immunity.

**E. Loss or Damage to Tenant's Property.** All personal property of any kind or description whatsoever in or on the Premises, the Building or on the Property, whether owned by Tenant or others, shall be at the Tenant's sole risk and Landlord shall not be liable for any damage done to or loss of such personal property. Landlord shall not be liable to Tenant because of any interruption of services or utilities, and such interruption or failure shall not relieve Tenant from the duty to pay the rent provided herein, or constitute or be construed as a constructive or actual eviction of Tenant. Tenant shall secure any insurance necessary to cover loss or damage to Tenant's property.

**SECTION 8. LICENSES, PERMITS AND COMPLIANCE WITH LAWS AND RULES.** Tenant shall, at Tenant's expense, obtain all necessary licenses and permits, which may be required for the conduct of Tenant's business. Tenant shall, at Tenant's own expense, observe and comply with all laws, ordinances, directives, orders, rules and regulations of all federal, state, municipal or other authorities having or claiming jurisdiction over the Premises, Tenant or the conduct of Tenant's business.

**SECTION 9. TENANT ALTERATIONS, IMPROVEMENTS AND FIXTURES.**

**A. Tenant alterations.** Tenant shall have the right to modify the interior of the premises in accordance with the standard trade dress of a general store/rental space/restaurant and bar operation. All modifications must be performed by a licensed building contractor and must be permitted through the governing jurisdiction. All modifications must be reviewed and approved by Landlord prior to Tenant commencing work, Landlord will not unreasonably withhold approval. Tenant shall do all modifications at its own expense. Any approved improvements or alterations shall not impair the safety or the appearance of the Premises or the Building.

Furthermore, if Tenant is unable to obtain comprehensive public liability insurance as required in Section 7.B., because of the design of the exterior of the building, Tenant shall have the right to modify the exterior of the premises in a manner consistent with the existing exterior of the Historic Depot Building. All modifications must be reviewed and approved by Landlord prior to Tenant commencing work. Landlord will not unreasonably withhold approval. Tenant shall do all modifications at its own expense. Any approved improvements or alterations shall not impair the safety or appearance of the Premises or the Building, nor shall it block the Breezeway.

**B. Fixtures.** All fixtures installed by Tenant in the Premises including lighting, molding, and any other article permanently affixed to the floor, wall or ceiling of the Premises shall become the property of Landlord and shall be surrendered with the Premises at the termination or expiration of this Lease. However, Landlord may direct Tenant, at Tenant's expense, in writing to remove any or all fixtures installed by Tenant on the Premises and to repair, at Tenant's expense, all damage caused by such removal and to return the Premises to its original condition, reasonable wear and tear excepted.

**C. Construction Liens Prohibited.** Tenant shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against Landlord or the Property by, against, through, or under Tenant or its contractors. Tenant shall notify its contractors that Landlord's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Tenant. Landlord's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Tenant. If any such lien or claim is filed, Tenant shall cause the same to be discharged within twenty (20) days of the filing of the lien.

#### **SECTION 10. DEFAULT/LANDLORD'S RIGHTS AND REMEDIES.**

**A. Default.** Tenant shall be deemed in default under this Lease if Tenant fails to pay within thirty (30) days of the due date any Rent or other charges provided for in this Lease; fails to observe or perform any other term, condition, covenant or obligation of this Lease within 10 days of notice to do so; abandons the Premises; and/or fails to immediately cure any potentially hazardous conditions that Tenant, Tenant's employees, agents, licensees, patrons, guests or invitees have created.

**B. Remedies.** Upon a Tenant default, Landlord shall be entitled to immediately terminate this Lease and to recover from Tenant all unpaid Rent and additional charges due up to and including the date of termination as well as any additional sums provided by law (including attorneys' fees and costs) for which Tenant is liable or for which Tenant has agreed to pay Landlord. If Landlord terminates this Lease for breach or default, Landlord may re-enter the Premises at any time at Landlord's discretion. Tenant agrees, following termination of the Lease, to immediately surrender the Premises to Landlord and to deliver to Landlord all keys to the Premises and to deliver to Landlord any other property supplied by Landlord and not owned by Tenant. In the event Tenant defaults, Tenant agrees to pay the Landlord's attorney's fees and all other costs and expenses resulting from the default. In addition to the statutory remedies and lien, Landlord shall have a lien for the payment of Rent upon the fixtures and equipment of Tenant located in the Premises. This lien may be enforced upon the nonpayment of Rent and additional charges by the taking and sale of such property in the same manner as allowed by law in the case default under a chattel mortgage.

**SECTION 11. BANKRUPTCY.** If, at any time during the term of this Lease, there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition

in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, this Lease shall be canceled and terminated. Tenant agrees to notify Landlord in writing within 24 hours of any such filing. In the event of bankruptcy by Tenant, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of the Premises, but shall forthwith quit and surrender the Premises.

**SECTION 12. PROPERTY DAMAGE OR OTHER CASUALTY/CONDEMNATION.**

**A. Release of Landlord.** Landlord is hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Premises or the Building or from any damage or injury resulting from any cause whatsoever. In addition, Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building or the Premises, the interruption of the use of the Premises, or the termination of this Lease by reason of any damage or destruction of the Premises.

**B. Right to Terminate.** In the event that the Premises are totally destroyed or so damaged by fire or other casualty, and the damage cannot be repaired or restored within a reasonable length of time, (as Landlord may determine in the exercise of its sole discretion) Landlord shall have the right to terminate this Lease.

**C. Right to Restore.** If the damage is partial, such that the Premises can be restored to their former condition within a reasonable time, (as Landlord may determine in the exercise of its sole discretion) Landlord may at its option, restore the Premises with reasonable promptness, reserving the right to enter upon the Premises for that purpose. Landlord reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Building of which the Premises is a part, even though such entry may have the effect of rendering the Premises or some portion thereof temporarily unavailable for occupancy. In such event, the rent shall be apportioned and suspended during the time that Landlord is in possession, taking into account the proportion of the Premises rendered unavailable for occupancy and the duration of Landlord's possession. If a dispute arises as to the amount of rent due under this clause, Tenant agrees to pay the full amount claimed by Landlord, though Tenant shall retain the right to proceed by law to recover any disputed rent payment.

**D. Condemnation.** If during the term of this Lease, or any extension or renewal thereof, all of the Premises is taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the un-expired portion of the lease, effective as of the date of the taking of the Premises. If less than all of the Premises is taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not terminate unless either party, at its option, terminates the Lease by giving written notice thereof to the other party. The date of termination shall be the date the condemning authority takes title. In the event that the Lease continues in effect following partial condemnation, Landlord shall, at its sole expense, restore and reconstruct the Premises to make same reasonably tenantable and suitable for the use for which the Premises is leased. The Rent payable hereunder during the reconstruction period shall be reduced in proportion to the reduction in square footage of the Premises available for Tenant's use during the reconstruction period. Tenant hereby assigns and transfers to Landlord any claim it may have to

compensation for damages as a result of condemnation proceedings; under no circumstances shall Tenant share in any such compensation for damages.

**SECTION 13. NO WAIVER OR BREACH.** Any failure or neglect by Landlord to assert or enforce any rights or remedies after any breach or default by Tenant shall not prejudice Landlord's rights or remedies with regard to any existing or subsequent breaches or defaults.

**SECTION 14. BURDEN, BENEFIT, AND APPLICABLE LAW.** This Lease shall be binding on and inure to the benefit of the respective successors and assigns of the Landlord and of Tenant. This Lease shall be construed according to the laws of the State of Florida, venue in Alachua County, Florida. This Lease may be modified only in writing signed by the parties or their respective successors in interest.

**SECTION 15. HAZARDOUS SUBSTANCES/ENVIRONMENTAL LAWS.** Except as may be permitted in writing by Landlord, the storage, use or disposal of Hazardous Substances is prohibited on the Premises, Building or Property. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof). Should the Landlord grant such permission, Tenant must supply Landlord Material Safety Data Sheets for all Hazardous Substances used, stored or disposed of by Tenant. In addition, Tenant must comply with all OSHA, EPA and other federal, state or local requirements regarding Hazardous Substances. Tenant hereby indemnifies and holds Landlord and Landlord's officers, managers, agents and employees harmless from and against, and shall reimburse Landlord and Landlord's officers, managers, agents and employees for any and all "Losses" (as hereinafter defined) arising from, out of or as a consequence directly or indirectly, of the release or presence of any Hazardous Substance on the Premises which first occurs during the Term of this Lease, whether foreseeable or unforeseeable, and whether or not known to Tenant, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substance and the preparation of any closure or other required plans, all costs of determining whether the Premises are in compliance and causing the Premises to be in compliance with all applicable environmental laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Landlord by reason of any violation of any applicable environmental law which occurs, or has occurred, upon the Premises during the Term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, it being expressly understood and agreed that to the extent Landlord and Landlord's officers, directors, shareholders, managers, members, agents and employees, or any of them are strictly liable under any applicable statute or regulation pertaining to the protection of the environment, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. "Losses" shall mean any and all loss, claims, liability, damages, and injuries to person, property or natural resources, cost, expense, action or cause of action.

Tenant shall comply with all environmental laws throughout the term of this Lease. Tenant hereby covenants and agrees that all obligations of Tenant under this Section shall survive any termination of the Lease, it being further understood and agreed that the rights of Landlord under this Section shall be in addition to any other rights and remedies under this Lease or at law in equity.



**SECTION 16. BROWNFIELD DESIGNATION – ENVIRONMENTAL CONTROLS.**

**A. Brownfield Designation and Environmental/Remedial Action at or near the Site.** The Parties acknowledge that Depot Park, including the Premises, is a designated Brownfield Area under Section 376.80, Florida Statutes (the "Florida Brownfield Act") based on documented soil and groundwater impacts from offsite releases of manufactured gas plant wastes and onsite releases of industry-related heavy metals and organic contaminants. Tenant acknowledges that certain environmental assessments and remedial actions have been and are being undertaken in Depot Park at or near the Premises and that those environmental assessments and remedial actions were associated with 1) coal tar contamination associated with the former manufactured gas plant located; 2) petroleum contamination associated with the former MCB Oil (aka Gas Depot) property; 3) arsenic and polycyclic aromatic hydrocarbons associated with the use of Depot Park as a railroad train depot; 4) chlorinated volatile organic compound contamination associated with the former Rinker property located in the northeast corner of Depot Park; and 5) coal tar and petroleum contamination associated with the Poole Roofing property north of Depot Avenue. Environmental assessment and remedial action documentation relating to these five referenced properties are available for Lessee's review through the FDEP.

Depot Park is the subject of a 2002 Brownfield Site Rehabilitation Agreement ("BSRA") between the Landlord and Florida Department of Environmental Protection (FDEP). In addition, Landlord has entered into a Consent Order with the FDEP, Case No. 88-0539, dated the 28th day of September, 1992 (the "Consent Order"), and the Landlord has agreed to implement certain corrective actions to remediate the site, including the Premises, as provided in the BSRA and obligated under the Consent Order. Specifically, the corrective actions the Landlord implemented pursuant to the BSRA and Consent Order obligated the Landlord to remove coal tar contamination and to place two feet of clean soil on the Premises, to maintain the two feet of clean soil, and to record a restrictive covenant with respect to the Premises ("DRC").

The City represents and warrants that the City has completed the removal of the coal tar and the construction of a cap consisting of two feet of clean fill and Engineering Controls on the Premises in accordance with regulatory requirements, the Consent Order, and the BSRA. The City will faithfully perform any further corrective actions that are required under the BSRA and Consent Decree with respect to the Premises and has completed construction of all stormwater improvements outside the Leased Premises required for use of the Premises as contemplated herein.

**B. Other remediation activities.** The City's remediation activities at Depot Park are on-going as of the Effective Date. After the City's successful completion of all remediation required by the Consent Order and the BSRA, the City will seek to obtain from FDEP a Site Rehabilitation Completion Order (SRCO) for the Site, including the Leased Premises, pursuant to Paragraph 16 of the BSRA. In obtaining the SRCO, the Landlord may be required to record restrictive covenants similar to Exhibit "C." In the event FDEP requires joinder by the Tenant of the Restrictive Covenants, Tenant shall agree to and sign off on the restrictive covenants. If the restrictive covenants contain any additional terms than included in Exhibit "C," which adversely impact Tenant's uses listed in Section 2 above, Tenant may terminate this Agreement.

**C. Property Condition.** The Tenant is leasing the Premises in its physically "as is" condition. The Tenant acknowledges that it has made, or has had an opportunity to make, a thorough and complete inspection of the Premises as necessary to fully inform itself of its condition and suitability for its intended uses subject to the terms of this Lease. Subject to compliance with this Lease and any restrictive covenants in place, the Tenant shall have no liability for historic soil and groundwater

contamination, if any, impacts present on the Premises as of the Effective Date, unless the Tenant, after becoming aware of such impacts, takes action (other than typical site development activities associated with the Project) that materially exacerbates or otherwise materially increases the threat that such soil and/or groundwater conditions create to human health or the environment.

**SECTION 17. NOISE.** Noise levels created by Tenant or its employees, agents, licensees, patrons, guests or invitees must not exceed the applicable limit as provided in Chapter 15, City of Gainesville Code of Ordinances.

**SECTION 18. TAXES.** In addition to sales tax provided at Section 4, Tenant agrees to pay all intangible taxes assessed as a result of Tenant's operation, use and occupancy of Premises or personal property on Premises. Landlord agrees to pay all ad valorem taxes assessed on the Premises.

**SECTION 19. NON-DISCRIMINATION.** Tenant will not discriminate against any person upon the basis of race, religion, color, marital status, sex, natural origin, sexual orientation, disability or age, in either employment or with regard to services, as applicable, in accordance with any federal, state and local laws.

**SECTION 20. RELATIONSHIP WITH LANDLORD.** Tenant shall not use any trademark, service mark, trade name or other indicia of the Landlord, nor shall Tenant hold itself out as having any business affiliation with the Landlord other than a landlord-tenant relationship, and upon direction of the City Manager, the Tenant shall issue public disclaimers to that effect.

**SECTION 21. DAYS AND NOTICE.** Any reference in this Lease to days shall mean calendar days. All notices, demands or communications of any kind which may be required or desired to be served, given or made by Landlord shall be sufficient if delivered in person or sent through the United States mail, certified or registered, return receipt requested, addressed to the parties as follows:

LANDLORD:  
City Of Gainesville  
City Manager  
P.O. BOX 490, Station 6  
Gainesville, Florida 32601.

TENANT:  
Double 18, Inc.  

---

15 N. Main Street  
Gainesville, Florida 32601

Either party may change the address to which subsequent notices shall be sent. Any notice given hereunder to Tenant shall be deemed delivered if it is properly addressed.

**SECTION 22. QUIET ENJOYMENT.** Tenant, upon paying the rent and performing the covenants and agreements of this Lease, shall quietly have, hold, and enjoy the Premises and all rights granted Tenant in the Lease during the term hereof.

**SECTION 23. RIGHTS AND REMEDIES CUMULATIVE.** All rights and remedies of the parties hereto shall be cumulative and shall not be construed to exclude any other rights or remedies allowed by law consistent with the terms and conditions hereof.

**SECTION 24. POSSIBILITY OF RADON GAS.** Pursuant to Florida law, Tenant is hereby advised as follows: **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of

radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Section 404.056(5), Florida Statutes (2006))

**SECTION 25. SUBLETTING AND ASSIGNMENT.** Upon prior approval of the City Manager, the Tenant may sublet a portion of the Building provided the sublet Tenant agrees to the terms and conditions of this Agreement. The Tenant may rent the open air space for events, performances, and private parties. The Tenant shall not sublet or assign its entire interest in the Premises without prior approval of the Landlord.

**SECTION 26. ENTRY.** Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice, or immediately in the event of emergency, to examine the same and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part. During the three (3) months prior to the expiration date of the term of this Lease or any renewal term, Landlord may exhibit at the Premises the usual notices "TO LET" or "FOR RENT", which notices Tenant shall permit to remain thereon undisturbed. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

**SECTION 27. BROKERS.** The Parties agree that no broker has been involved in this transaction with the exception of Front Street Commercial Real Estate Group.

**SECTION 28. INTERPRETATION.** The terms and provisions hereof shall be construed and interpreted without regard to which party may have drafted it.

**SECTION 29. SEVERABILITY.** The Lease consists of this document and any Exhibits attached hereto. If any section, sentence, clause or phrase of this Lease is held to be invalid or unenforceable by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Lease.

**SECTION 30. MEMORANDUM OF LEASE.** A Memorandum of this Lease shall be recorded in the Public Records of Alachua County, Florida by the Tenant, at its sole cost, within five (5) days of execution of same.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

TENANT:

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of Double 18, Inc., a Florida Corporation, and who has acknowledged that he has executed the same on behalf of the company, and that he/she was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Affix Stamp

Signed, sealed and delivered  
In the presence of the following witnesses:

**LANDLORD:**  
**City Of Gainesville**

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

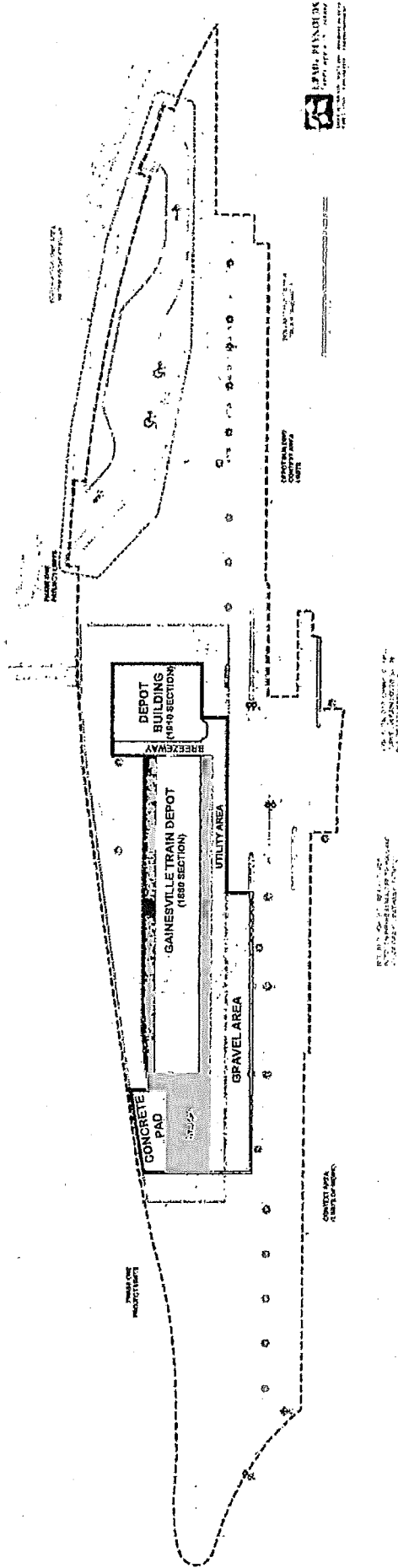
\_\_\_\_\_  
Notary Public, State of Florida

Reviewed as to form and legality:

\_\_\_\_\_  
City Attorney's Office

Exhibit "A"

# Historic Depot Building Leasable Area (boundary shown in red)



**Exhibit "B"****RENT SCHEDULE**

THIS RENT SCHEDULE is a material part of that certain Lease by and between the **City of Gainesville, Florida**, a municipal corporation under the laws of the State of Florida ("Landlord") and **Double 18, Inc.**, a Florida Corporation for the Premises located at 200 and 201 Depot Ave as more completely described in the Agreement:

Base Rent and Sales Tax

|                             |                          |
|-----------------------------|--------------------------|
| A) Premises                 | Approx. 6,150.0 sq. ft.  |
| B) Security Deposit         | \$ 3,900                 |
| C) Rent Commencement Date   | Depot Park Grand Opening |
| D) Base Rent plus sales tax |                          |

| <u>Initial Term Year</u> | <u>Monthly Base Rent</u> | <u>Annual Base Rent</u> |
|--------------------------|--------------------------|-------------------------|
| 1                        | \$3,679                  | \$44,150                |
| 2                        | \$4,450                  | \$53,398                |
| 3                        | \$5,220                  | \$62,645                |
| 4                        | \$5,991                  | \$71,893                |
| 5                        | \$6,762                  | \$81,140                |

|                      |                |
|----------------------|----------------|
| E) Initial Term      | Five (5) Years |
| F) Commencement Date | August 1, 2016 |
| G) Expiration Date   | July 31, 2021  |
| H) Extensions        |                |

The rental rates during the Extensions shall be computed based upon the Tenant's sales for the twelve (12) months preceding the date on which Tenant must notify Landlord of Tenant's intent to exercise Tenant's option to renew. Landlord hereby grants unto Tenant the option and privilege to extend this Lease for up to two (2) terms of five (5) years each, at the following rental rates plus sales tax.

## Exhibit "B" continued

|               | Sales Revenue<br>Less Than \$1M |               | Sales Revenue<br>Exceeds \$2M |               | Sales Revenue<br>Exceeds \$3M |               | Sales Revenue<br>Exceeds \$4M |  |
|---------------|---------------------------------|---------------|-------------------------------|---------------|-------------------------------|---------------|-------------------------------|--|
| Lease<br>Year | Total<br>Rent                   | Total<br>Rent | Total<br>Rent                 | Total<br>Rent | Total<br>Rent                 | Total<br>Rent | Total<br>Rent                 |  |
| 6             | \$ 82,763                       | \$ 85,000     | \$ 90,000                     | \$ 95,000     |                               |               |                               |  |
| 7             | \$ 84,418                       | \$ 86,700     | \$ 91,800                     | \$ 96,900     |                               |               |                               |  |
| 8             | \$ 86,107                       | \$ 88,434     | \$ 93,636                     | \$ 98,838     |                               |               |                               |  |
| 9             | \$ 87,829                       | \$ 90,203     | \$ 95,509                     | \$ 100,815    |                               |               |                               |  |
| 10            | \$ 89,585                       | \$ 92,007     | \$ 97,419                     | \$ 102,831    |                               |               |                               |  |
| 11            | \$ 91,377                       | \$ 93,847     | \$ 99,367                     | \$ 104,888    |                               |               |                               |  |
| 12            | \$ 93,205                       | \$ 95,724     | \$ 101,355                    | \$ 106,985    |                               |               |                               |  |
| 13            | \$ 95,069                       | \$ 97,638     | \$ 103,382                    | \$ 109,125    |                               |               |                               |  |
| 14            | \$ 96,970                       | \$ 99,591     | \$ 105,449                    | \$ 111,308    |                               |               |                               |  |
| 15            | \$ 98,909                       | \$ 101,583    | \$ 107,558                    | \$ 113,534    |                               |               |                               |  |

provided, however, that written notice of the exercise of option shall be given by Tenant to Landlord at least six (6) months before the expiration of the initial term, and as to the exercise of any subsequent options, at least six (6) months before the expiration of the preceding renewal term. Time is of the essence as to all such notices of exercise of any options to renew. The option can be exercised only in the event that all rents then due shall have been fully paid and all covenants, agreements, provisions, terms and conditions of this Lease on the part of Tenant to be performed, kept and observed, have been performed, kept and observed, and Tenant has not at any time during the Term been in default in any of the terms of this Lease and is not otherwise in default in any of the terms of this Lease at the time Tenant elects to exercise this option, or at the commencement of the respective extended renewal term.

|                     |                |
|---------------------|----------------|
| Security Deposit    | \$3,900        |
| 1st Month's Rent    | <u>\$3,900</u> |
| Total Due @ Signing | \$7,800        |

Total Amount Paid: \$

Received by: \_\_\_\_\_

Date: \_\_\_\_\_



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2994738 10 PG(S)  
May 23, 2016 02:00:22 PM  
Book 4432 Page 798  
J. K. IRBY, Clerk Of Circuit Court  
ALACHUA COUNTY, Florida

## Exhibit "C"



This instrument prepared by, or  
under supervision of:

William L. Pence, Esquire  
BAKER & HOSTETLER LLP  
SunTrust Center Suite 2300  
200 South Orange Avenue  
Orlando, Florida 32801  
407-649-4000

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 17<sup>th</sup> day of March, 2016, by City of Gainesville, a municipal corporation, whose principal office is located at 200 E. University Avenue, Suite 402, Gainesville, Florida 32627 (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Alachua, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property");

B. The Restricted Property comprises a portion of the FDEP Facility known as the "Depot Park Site." FDEP Project Identification Numbers for the Depot Park Site include COM\_223909, COM\_69589, and the Brownfield Area Identification Number is 3F010001002.

C. The discharge of certain contaminants ("Contaminants") on and/or near the Restricted Property is documented, in part, in the following documents that are incorporated by reference:

1. Depot Park Site, Western Railroad Corridor, Gainesville, Alachua County, Florida, FDEP Contract No.: HW526, dated February 2009, prepared by MACTEC Engineering and Consulting, Inc.;

2. Remedial Action Plan Modification for Poole Roofing and Initial Remedial Action Plan for Former CSXT Parcel, dated March 2008, prepared by Environmental Consulting and Technology, Inc. ("ECT");
3. RAPMOD Addendum, dated November 10, 2008, prepared by ECT;
4. Remedial Action Plan Modification for Former CSXT Parcel Phase 2 Source Removal, dated February 2009, prepared by ECT;
5. Brownfield Site Rehabilitation Agreement entered into between Grantor and FDEP dated September 17, 2002; and
6. Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, reference number 88-0539.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that was previously identified on and/or near the Restricted Property. These reports confirm that contaminated groundwater and/or soil as defined by Chapter 62 of the Florida Administrative Code exists on the Restricted Property.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure to any Contaminants present on the Restricted Property, to reduce or eliminate the possibility that the applicable remedies are disturbed and to reduce or eliminate the threat of migration of any such Contaminants

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

**NOW, THEREFORE**, in compliance with all applicable Florida and federal environmental laws and regulations, and to induce FDEP to enter into the Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:

**a. GROUNDWATER USE RESTRICTIONS**

- i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the

Restricted Property, other than monitoring wells pre-approved in writing by FDEP. Additionally, there shall be no construction of stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without the prior written approval from FDEP in addition to any authorizations required by FDEP and the applicable Water Management District.

- ii. For any dewatering activities, a plan approved by FDEP must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

**b. SOIL RESTRICTIONS**

- i. The area of soil contamination located on the Restricted Property has been permanently covered with a minimum of two (2) feet of clean and uncontaminated soil ("Soil Cap") that prevents human exposure (hereinafter referred to as the "Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") relating to the Restricted Property, dated March 15, 2016, prepared by Geosyntec Consultants, has been approved by FDEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control, the criteria for determining when the Engineering Control has failed, and includes a soil management plan and a health and safety plan. The parties acknowledge that construction of improvements on the Restricted Parcel is contemplated, and that portions of the Soil Cap will be replaced, in whole or in part, with asphalt, concrete or building foundation during construction. No such construction shall be undertaken without the prior written consent of FDEP and all such construction shall comply with the ECMP and any other limitations imposed by FDEP.
- ii. Excavation and construction deeper than two (2) feet below land surface is not prohibited on the Restricted Property, provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements and the ECMP. Nothing contained herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective representatives, successors and assigns.
4. GRANTOR hereby grants to FDEP a right of entry upon and access at all reasonable times to the Property with prior notice to GRANTOR for the purpose of monitoring the restrictions contained herein.
5. GRANTOR hereby reserves unto itself, the full right of ingress and egress on, over, under, across and through the Restricted Property as is necessary to enforce, operate, inspect and confirm compliance with this Declaration or otherwise perform GRANTOR's obligations under that certain Consent Order entered into by FDEP and GRANTOR, dated September 28, 1992, or that certain Brownfield Site Rehabilitation Agreement entered into between GRANTOR and FDEP dated September 17, 2002.
6. It is the intention of GRANTOR that the restrictions and conditions contained in this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property in perpetuity, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR and FDEP, and to any and all persons or entities hereafter having any right, title, or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its rights in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of any rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP, as provided in paragraph 7 hereof. This Declaration may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any of all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
7. To ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

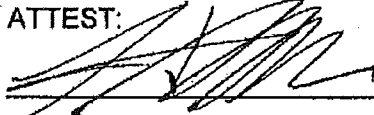
8. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records Alachua County, Florida. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Restricted Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenants described in this Declaration.

*{Remainder of page intentionally left blank; signature page(s) to follow}*

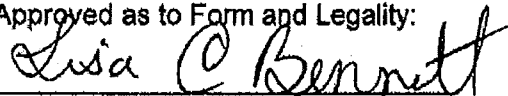
IN WITNESS WHEREOF, GRANTOR has executed this instrument, this 17<sup>th</sup>  
day of March, 2016.

GRANTOR

CITY OF GAINESVILLE

ATTEST:  
  
Kurt Lannon, Clerk of the Commission

By:   
Anthony Lyons, Interim City Manager

Approved as to Form and Legality:  
  
Lisa Bennett, Assistant City Attorney II

Signed, sealed and delivered  
in our presence as witnesses:

Witness:  Date: 3/17/16

Print Name: Sharon D. Williams

Witness:  Date: 3-17-16


Print Name: KAREN E PRUSS

STATE OF FLORIDA  
COUNTY OF Holmes

The foregoing instrument was acknowledge before me this 17 day of March,  
2016, by Anthony Lyons, in his capacity as the Interim City Manager  
of the City of Gainesville.



Commission Expires: 2-19-18

  
Signature of Notary Public

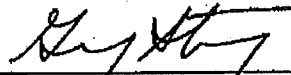
Helen J. Harris  
Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. FF 094219

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
By:

Approved as to form by:



GREGORY STRONG, Director

NORTHEAST DISTRICT  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256-7590

Toni L. Sturtevant

Toni Sturtevant, Asst. General Counsel  
FDEP - Office of General Counsel

Signed, sealed, and delivered in  
in the presence of:



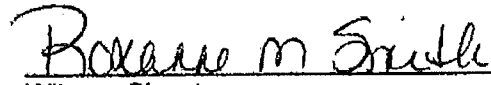
Witness Signature

V. D. BARGER Ford

Printed Name

5-9-16

Date



Witness Signature

Roxanne M. Smith

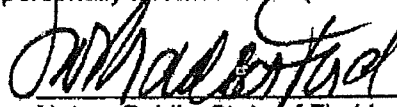
Printed Name

5-9-16

Date

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of May,  
2016, by GREGORY STRONG, who is personally known to me.



Notary Public, State of Florida at Large



Victoria Badger Ford  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FP007381  
Expires 8/21/2019

Exhibit "A"

**SKETCH OF LEGAL DESCRIPTION  
IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA  
(NOT A BOUNDARY SURVEY)**

**Description: (by surveyor) Cade Museum Lease Parcel at Depot Park**

A part of lands described in O.R.B. 2427, page 2468 (Parcel 1) and O.R.B. 2427, page 2468 (Parcel 2) and O.R.B. 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida; lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of said Section 8, and run thence South 89°34'31"West, along the north line of said Section, a distance of 497.00 feet to the south right-of-way line of Depot Avenue; said point being on a non-tangent curve, concave northerly, having a radius of 416.00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30"West - 12.82 feet; thence southwesterly, along said curve and along said south right-of-way line, an arc distance of 12.82 feet; thence South 50°05'55"West, along said south right-of-way line, a distance of 6.87 feet; thence South 76°39'49"West, along said south right-of-way line, a distance of 108.40 feet; thence South 13°20'11"East, along said south right-of-way line, a distance of 33.29 feet to the south right-of-way line of a F.D.O.T. taking for State Road No. 329 (a.k.a. South Main Street); thence South 51°37'50"West, along said south right-of-way line, a distance of 150.81 feet to the East right-of-way line of said South Main Street; thence South 15°55'10"West, along said east right-of-way line, a distance of 23.20 feet to the Point-of-Beginning of the herein described parcel; thence continue South 15°55'10"West, along said east right-of-way line, a distance of 344.45 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 2781.79 feet, a central angle of 04°44'11" and a chord bearing and distance of South 13°34'17"West - 229.90 feet; thence southwesterly, along said curve and along said East right-of-way line, an arc distance of 229.90 feet to the northwest corner of lands described in O.R.B. 2482, page 359 (FCT Parcel #2), said public records; thence South 83°26'52"East, along the north line of said O.R.B. 2482, page 359 (FCT Parcel #2) and along the north line of lands described in O.R.B. 2462, page 359 (FCT Parcel #3), said public records, a distance of 169.28 feet; thence North 14°18'03"East, a distance of 307.98 feet; thence North 45°00'00"East, a distance of 21.90 feet; thence North 46°02'42"West, a distance of 12.87 feet; thence North 14°18'03"East, a distance of 211.42 feet; thence North 73°17'34"West, a distance of 161.07 feet to the said Point-of-Beginning.

Containing 2.159 Acres, more or less.

**Description: (by surveyor) Cade Museum Maintenance Easement at Depot Park**

A part of lands described in O.R.B. 2427, page 2468 (Parcel 1) and O.R.B. 2427, page 2468 (Parcel 2) and O.R.B. 2409, page 1797 (Parcel 1), all of the public records of Alachua County, Florida; lying in Section 8, Township 10 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:


Commence at the northeast corner of said Section 8, and run thence South 89°34'31"West, along the north line of said Section, a distance of 497.00 feet to the south right-of-way line of Depot Avenue; said point being on a non-tangent curve, concave northerly, having a radius of 416.00 feet, a central angle of 01°45'56" and a chord bearing and distance of South 78°43'30"West - 12.82 feet; thence southwesterly, along said curve and along said south right-of-way line, an arc distance of 12.82 feet; thence South 50°05'55"West, along said south right-of-way line, a distance of 6.87 feet; thence South 76°39'49"West, along said south right-of-way line, a distance of 108.40 feet; thence South 13°20'11"East, along said south right-of-way line, a distance of 33.29 feet to the south right-of-way line of a F.D.O.T. taking for State Road No. 329 (a.k.a. South Main Street); thence South 51°37'50"West, along said south right-of-way line, a distance of 150.81 feet to the east right-of-way line of said South Main Street; thence South 15°55'10"West, along said east right-of-way line, a distance of 23.20 feet to the Point-of-Beginning of the herein described easement; thence run North 15°55'10" East, along said east right-of-way line, a distance of 10.58 feet; thence, leaving said right-of-way line, run North 77°23'37" East, a distance of 29.33 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 55.50 feet, a central angle of 119°24'15" and a chord bearing and distance of South 77°28'38" East - 95.84 feet; thence southeasterly, along said curve, an arc distance of 115.66 feet; thence South 55°28'01" East, a distance of 93.63 feet; thence South 14°47'36" East, a distance of 8.82 feet; thence S34°31'59"W a distance of 14.09 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 66.00 feet, a central angle of 84°50'48" and chord bearing and distance of South 07°53'25" East - 89.05 feet; thence southerly, along said curve, an arc distance of 97.74 feet; thence South 48°46'17" East, a distance of 13.13 feet; thence South 78°34'12" West, a distance of 73.46 feet; thence South 10°35'20" East, a distance of 8.52 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 58.16 feet, a central angle of 85°44'52" and a chord bearing and distance South 14°32'27" West - 79.14 feet; thence southerly, along said curve, an arc distance of 87.04 feet; thence South 07°26'29" West, a distance of 32.85 feet; thence South 30°16'17" West, a distance of 78.16 feet; thence South 02°49'31" East, a distance of 39.59 feet; thence South 17°48'00" East, a distance of 35.44 feet; thence South 53°25'13" East, a distance of 39.87 feet; thence South 58°40'41" West, a distance of 16.89 feet; thence North 59°12'02" West, a distance of 34.67 feet; thence North 30°46'01" West, a distance of 19.83 feet; thence North 12°47'27" West, a distance of 47.87 feet; thence North 14°18'03" East along said west line, a distance of 126.78 feet; thence North 45°00'00"East, a distance of 21.90 feet; thence North 46°02'42"West, a distance of 12.87 feet; thence North 14°18'03"East, a distance of 211.42 feet; thence North 73°17'34" West, a distance of 161.07 feet to the Point-of-Beginning.

Containing 0.401 acres, more or less.

**ABBREVIATIONS**

A.K.A. = ALSO KNOWN AS  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
NO. = NUMBER  
O.R.B. = OFFICIAL RECORDS BOOK

**CADE MUSEUM AT DEPOT PARK  
PROPOSED LEASE PARCEL &  
MAINTENANCE EASEMENT**

|  |  |  |
|--|--|--|
| <p>Prepared By:</p>  <p><b>JBrown</b><br/>Professional Group Inc<br/>CIVIL ENGINEERING • LAND SURVEYING • PLANNING</p> <p>5530 NW 43rd Street • Gainesville, Florida 32606<br/>PHONE: (352) 375-8999 • FAX: (352) 375-0833<br/>E-MAIL: contact@jbrgroup.com</p> | <p>THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS &amp; MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> | <p><b>CERTIFIED TO:</b></p> <p>CITY OF GAINESVILLE<br/>CADE MUSEUM FOUNDATION INC.</p> |
|  | <p>Florida License No. LS6708<br/>Certificate of Authorization No. LB8031</p>  | <p>NICHOLAS DIGRUTTOLO, P.S.M.<br/>Professional Surveyor &amp; Mapper</p>              |
| <p>NOT VALID WITHOUT THE SIGNATURE &amp; ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR &amp; MAPPER</p>  |  |  |



**SKETCH OF LEGAL DESCRIPTION**  
IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA  
(NOT A BOUNDARY SURVEY)

**NOTE:**  
SEE PAGE 3 OF 3 FOR LINE AND CURVE TABLES

DEPOT AVENUE

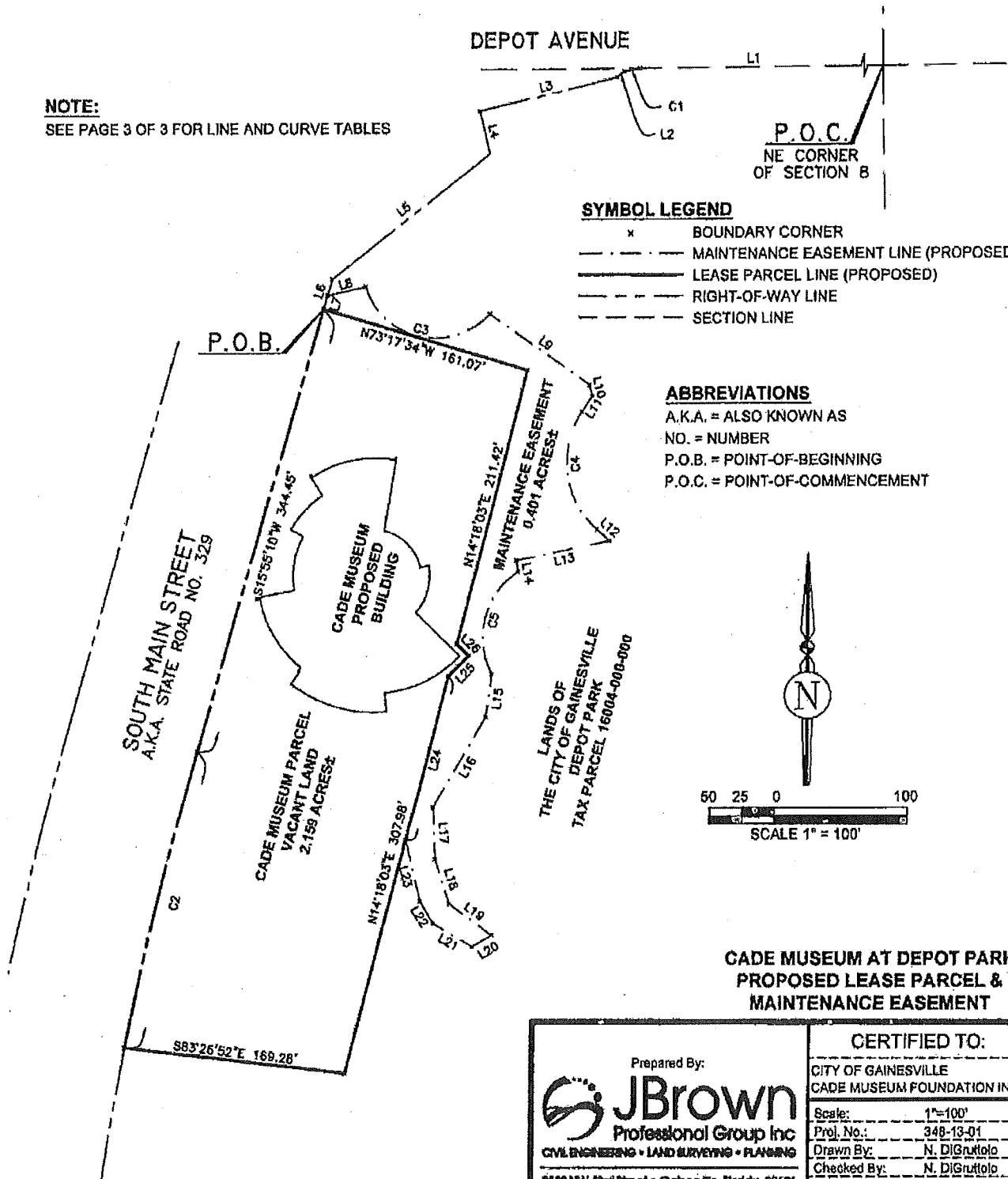
P.O.C.  
NE CORNER  
OF SECTION 8

**SYMBOL LEGEND**


- x BOUNDARY CORNER
- - - MAINTENANCE EASEMENT LINE (PROPOSED)
- LEASE PARCEL LINE (PROPOSED)
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE

**ABBREVIATIONS**

- A.K.A. = ALSO KNOWN AS
- NO. = NUMBER
- P.O.B. = POINT-OF-BEGINNING
- P.O.C. = POINT-OF-COMMENCEMENT



**CADE MUSEUM AT DEPOT PARK  
PROPOSED LEASE PARCEL &  
MAINTENANCE EASEMENT**

|  |                             |               |
|--|-----------------------------|---------------|
| Prepared By:<br><br><b>JBrown</b><br>Professional Group Inc<br>CIVIL ENGINEERING • LAND SURVEYING • PLANNING<br>5630 NW 43rd Street • Gainesville, Florida 32605<br>PHONE: (352) 376-6999 • FAX: (352) 376-0633<br>EMAIL: contact@jbrgroup.com | <b>CERTIFIED TO:</b>        |               |
|  | CITY OF GAINESVILLE         |               |
|  | CADE MUSEUM FOUNDATION INC. |               |
|  | Scale:                      | 1"=100'       |
|  | Proj. No.:                  | 348-13-01     |
|  | Drawn By:                   | N. DiGruttolo |
| Checked By:  | N. DiGruttolo               |               |
| Document Name:   | 348-13-01-SD1               |               |
| Document Date:   | 2/23/2016                   |               |
| Sheet:   | 2 of 3                      |               |

**SKETCH OF LEGAL DESCRIPTION**

IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA  
(NOT A BOUNDARY SURVEY)

| Curve Table |         |          |            |              |                 |
|-------------|---------|----------|------------|--------------|-----------------|
| Curve #     | Length  | Radius   | Delta      | Chord Length | Chord Direction |
| C1          | 12.82'  | 416.00'  | 1°45'56"   | 12.82'       | S78° 43' 30"W   |
| C2          | 229.96' | 2781.79' | 4°44'11"   | 229.90'      | S13° 34' 17"W   |
| C3          | 115.66' | 55.50'   | 119°24'15" | 95.84'       | S77° 28' 38"E   |
| C4          | 87.74'  | 66.00'   | 84°50'48"  | 89.05'       | S7° 53' 25"E    |
| C5          | 87.04'  | 58.16'   | 85°44'52"  | 79.14'       | S14° 32' 27"W   |

| Parcel Line Table |         |             |
|-------------------|---------|-------------|
| Line #            | Length  | Direction   |
| L1                | 497.00' | S89°34'31"W |
| L2                | 6.87'   | S50°05'55"W |
| L3                | 108.40' | S76°39'49"W |
| L4                | 33.29'  | S13°20'11"E |
| L5                | 150.81' | S51°37'50"W |
| L6                | 23.20'  | S15°55'10"W |
| L7                | 10.58'  | N15°55'10"E |
| L8                | 28.33'  | N77°23'37"E |
| L9                | 93.63'  | S55°28'01"E |
| L10               | 8.82'   | S14°47'36"E |
| L11               | 14.09'  | S34°31'59"W |
| L12               | 13.13'  | S48°46'17"E |
| L13               | 73.46'  | S78°34'12"W |

| Parcel Line Table |         |             |
|-------------------|---------|-------------|
| Line #            | Length  | Direction   |
| L14               | 8.62'   | S10°35'20"E |
| L15               | 32.85'  | S7°26'29"W  |
| L16               | 78.16'  | S30°16'17"W |
| L17               | 39.59'  | S2°49'31"E  |
| L18               | 35.44'  | S17°48'00"E |
| L19               | 39.87'  | S63°25'13"E |
| L20               | 16.89'  | S58°40'41"W |
| L21               | 34.67'  | N59°12'02"W |
| L22               | 19.83'  | N30°46'01"W |
| L23               | 47.67'  | N12°47'27"W |
| L24               | 126.78' | N14°18'03"E |
| L25               | 21.80'  | N45°00'00"E |
| L26               | 12.87'  | N46°02'42"W |

**CADE MUSEUM AT DEPOT PARK  
PROPOSED LEASE PARCEL &  
MAINTENANCE EASEMENT**

|   |  |
|---|--|
| Prepared By:<br><br><b>JBrown</b><br>Professional Group Inc<br>CIVIL ENGINEERING • LAND SURVEYING • PLANNING<br>8630 NW 43rd Street • Gainesville, Florida 32606<br>PHONE: (352) 376-0999 • FAX: (352) 378-0633<br>E-MAIL: contact@jppgroup.com | <b>CERTIFIED TO:</b>                                     |
|   | CITY OF GAINESVILLE<br>CADE MUSEUM FOUNDATION INC.       |
|   | Scale: N/A   |
|   | Proj. No.: 348-13-01                                     |
|   | Drawn By: N. DiGruttolo                                  |
|   | Checked By: N. DiGruttolo                                |
|   | Document Name: 348-13-01-SD1<br>Document Date: 2/23/2016 |
| Sheet: 3 of 3   |  |

## Exhibit D

### LEED Cleaning Manual – Depot Building

#### Statement of Purpose

The City of Gainesville, the Gainesville Community Redevelopment Agency, and Gainesville Regional Utility are committed to improving the quality of life of Gainesville's citizens in Depot Park. The Depot Building is an integral piece of the park system and as such requires the same attention to environmental responsibility. It is the intention of this manual to set forth a procedure that will ensure a cleanly and non-toxic environment through proper chemical use and waste control.

#### Performance Standard





All products/chemicals provided and used will be Green Seal certified.




- \_ The undiluted product shall not be toxic to humans.*
- \_ The undiluted product shall not contain any ingredients that are carcinogens or are known to cause reproductive toxicity.*
- \_ The undiluted product shall not be corrosive to the skin or eyes.*
- \_ The undiluted product shall not be a skin sensitizer.*
- \_ The undiluted product shall not be combustible.*
- \_ The product shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor air quality.*
- \_ The product shall not be toxic to aquatic life.*
- \_ Each organic ingredient in the products used shall exhibit ready biodegradability.*
- \_ The product as used shall not contain more than 0.5% by weight or total phosphorus.*
- \_ The primary packaging shall be recyclable or the manufacturer shall provide for returning and refilling of their packages.*
- \_ The product must be a concentrate.*
- \_ Manufacturers shall identify any fragrances on their MSD sheets. Any ingredient added to the product as a fragrance must follow guidelines as interpreted by the international fragrance association.*
- \_ The product shall not contain alkyl phenol ethoxylates, dibutyl phthalate heavy metals, ozone-depleting compounds or optical brighteners.*
- \_ The product shall not be tested on animals.*

A calibrated chemical dispenser installed in the building will ensure that proper mixtures are used. All chemicals will be made available through calibrated mixtures only, regarding spray cleaners, bowl cleaners, glass cleaners, and floor cleaners, etc. Hand cleaners, dish soaps, and spot removers, tissue and hand towel paper products will also meet Green Seal standards.

#### Procedural Requirements and Training

All custodial staff will be instructed in the proper use of all products to conform to the manufacturer's instructions, insuring maximized health and economic benefits of the program. All custodial staff will be made aware of restricted non-compliance chemical use. Chemical data information regarding each chemical used will be posted in binders in the custodial chemical dispensing areas. As part of that presentation the staff will be trained in cleaning procedures and product use.

| Product   | Used For                                     |   |
|---|--|---|
| Spartan Clean by Peroxy®<br>(003504)                  | Restroom Fixtures/ Tile<br>Floors/Tile Walls |    |
| Spartan BioRenewables® Glass<br>Cleaner 18 (483502)   | Glass Windows/Mirrors                        |   |
| Brulin TerraGreen Neutral<br>Cleaner for Sealed Wood  | Finished Wood Flooring                       |  |
| Spartan TriBase® Multi Purpose<br>Cleaner 17 (483002) | Wood Walls- Bead Board/Board<br>and Batten   |  |

|  |                            |   |
|--|----------------------------|---|
| Simple Green Crystal Industrial Strength Cleaner/Degreaser | Kitchen Equipment/Surfaces |  |
| No Chemical Product  | Unfinished Wood Flooring   |   |
| Kleenex Cassettes (KCC91565)                               | Hand Soap                  |  |
| Scott High Capacity Hard Roll Towels KCC02000              | Paper Towels               |  |
| Scott Coreless JRT Jr. Jumbo Roll (KCC07006)               | Toilet Paper               |   |
|  |                            |   |
|  |                            |   |

## **Restroom Cleaning Procedures**

### **Equipment Required:**

- Clean by Peroxy
- Safety goggles for mixing of chemicals
- Rubber gloves for handling chemicals
- Wet floor caution signs and/or caution tape
- Paper towels or absorbent cloths
- HEPA Filtered Industrial Vacuum
- Dry Dust Mop
- Manual Sweeper
- Toilet brushes
- Mop Bucket (with Water)

### **Daily Procedure:**

1. Display "restroom closed" sign on the entrance door.
2. Fill soap dispensers with hand soap.
3. Fill all towel, toilet tissue, and hand soap dispensers.
4. Remove debris from all toilets and urinals.
5. Follow the instructions for daily tile floor and tile wall cleaning.
6. Use the Clean by Peroxy dilution to spray urinals, toilets, sinks, counters, and chrome & brass fixtures.
7. While the areas sprayed with Clean by Peroxy are soaking, clean the mirrors and stainless steel with the BioRenewables® Glass Cleaner 18
8. Use brushes and cloths to wipe down and scrub all fixtures sprayed with Clean by Peroxy.
9. Flush the toilets and urinals.

## **Tile Cleaning Procedures (for floors and walls)**

### **Equipment Required:**

- Clean by Peroxy
- Safety goggles for mixing of chemicals
- Rubber gloves for handling chemicals
- Wet floor caution signs
- Walk Behind Floor Scrubber (for kitchen use)
- HEPA Filtered Commercial Vacuum
- Dry Dust Mop
- Manual Sweeper
- Mop Bucket (with Water)
- Grout brushes
- Rotary brushes

### **Daily Procedure:**

1. Sweep, dry mop, and/or vacuum to remove loose dirt.
2. Display wet floor signs.
3. Spray the tile floor and tile walls with Clean by Peroxy dilution
4. Mop with water only.
5. When floor is completely dry, remove the wet floor signs.

### **Weekly Procedure:**

1. Sweep, dry mop, and/or vacuum to remove loose dirt.
2. Display wet floor signs.
3. Spray the floor with Clean by Peroxy dilution. Pay particular attention to the floors, wall areas, and grout lines where soil/urine/ mold has built up.
4. Use the walk behind floor scrubber. only if tile in kitchen
5. Use a mop, rotary brush and grout brushes to scrub the floors and walls
6. When floor is completely dry, remove the wet floor signs.

### **Window Cleaning Procedures**

#### **Equipment Required:**

- Biorenewables Glass Cleaner
- Safety goggles for mixing of chemicals
- Rubber gloves for handling chemicals
- Lint free cloth or paper towel

#### **Weekly Procedure:**

1. Use a lint free cloth to remove loose dirt from mullions.
2. Spray the cloth with Biorenewables Glass Cleaner and wipe glass surfaces. Do not spray glass surface due to overspray on painted wood mullions.

### **Finished Wood Floor and Wall Cleaning Procedures**

#### **Equipment Required:**

- TerraGreen Neutral Sealed Wood Floor Cleaning Soap
- Safety goggles for mixing of chemicals
- Rubber gloves for handling chemicals
- Wet floor caution signs and/or caution tape
- HEPA Filtered Industrial Vacuum
- Lint free cloth or paper towel
- Mop Bucket
- Dry Mop

#### **Daily Procedure:**

1. Vacuum surface to remove loose dirt
2. Clean any small spills or hardened debris with a lint free cloth or paper towel and water.

#### **Weekly Procedure**

1. Display "area closed" sign on the entrance doors.
2. Vacuum floor surface and use attachments to vacuum any chair rail, corners, baseboards or ledges that catch dirt, dust, and debris.
3. Only mop floor with water on a damp mop. Do not overly saturate the mop with liquid as the wood floors are not equipped to handle excessive water.
4. When the floor is completely dry, remove "area closed" sign.

**\*\*Do not remove any writing or drawing from the interior walls\*\***

#### **As Needed**

1. Display "area closed" sign on the entrance doors.
2. Vacuum floor surface and use attachments to vacuum any chair rail, corners, baseboards or ledges that catch dirt, dust, and debris.

3. Mix TerraGreen Neutral Sealed Wood Floor Cleaning Soap per specifications.
  4. Only mop floor with solution on a damp mop. Do not overly saturate the mop with liquid as the wood floors are not equipped to handle excessive water. DO NOT rinse with water.
  5. When the floor is completely dry, remove "area closed" sign.
- \*\*Do not remove any writing or drawing from the interior walls\*\***

---

### **Kitchen Equipment Cleaning Procedures**

#### **Equipment Required:**

- Simple Green Crystal Industrial Strength Cleaner/Degreaser
- Safety goggles for mixing of chemicals
- Rubber gloves for handling chemicals
- Lint free cloth or paper towel

#### **Daily Procedure:**

- Use a lint free cloth to remove dirt from crevices
- Use the Simple Green Crystal Industrial Strength Cleaner/Degreaser to wipe down all equipment and surfaces

---

### **Unfinished Wood Flooring and Rafter Cleaning Procedures**

#### **Equipment Required:**

- HEPA Filtered Industrial Vacuum
- Telescopic Duster

#### **Daily Procedure or as needed:**

1. Use the telescopic duster to remove any debris or cob webs from rafters.
  2. Use the HEPA Filtered Industrial Vacuum over surface using small attachments to remove any debris from corners and baseboards.
- \*\*Do not remove any writing or drawing from the interior walls\*\***





June 9, 2016

Cindi K Harvey  
CRA Project Manager  
802 NW 5<sup>th</sup> Ave., Suite 200  
Gainesville, FL 32601

**Re: Depot Building – Pop a Top Build-out  
Project Budget**

Cindi:

Oelrich Construction, Inc. is pleased to present this budget for renovations at Depot Building per building walkthrough held on May 23rd, Floor Plan Sketch by Scott Shillington and Equipment Load Calc by Scott Shillington.

At this time we have examined the existing building as it pertains to the potential build-out. Based on the description given, we have developed an open book estimate to identify the costs involved with this project. This estimate is our interpretation of the information provided and includes many clarifications as listed below. The only major concern at this time is access for new utilities. The existing floor is solid and will not allow new underground rough-in so all items must be installed using the attic space and existing walls. If we are not able to chase the existing walls then we plan to surface mount electrical items.

**The total budget for all items is:**

One Hundred Seven Thousand Seven Hundred Forty Eight Dollars..... \$ 107,748.00

Also as a part of the budget we have separated the areas as discussed:

CRA Exterior Modifications..... \$ 23,582.00

- Fence panels to close crawl space, access gate on South side
- Includes cost to add new wood stair to match existing stair on NW corner. The new stair will not be as wide but will resemble the construction type.
- Sand and paint handrail
- Exterior paint touch-up

1910 Renovation – CRA Portion..... \$ 20,290.00

- Cost to upgrade electrical service panel in the 1910 space
- Provide and install panic hardware for one opening
- Entire permit cost for the 1910 building renovation
- Builders risk insurance for the 1910 renovation
- Design fees for the 1910 renovation

1910 Renovations – Tenant Portion..... \$ 21,896.00

- Includes cost to cut new interior openings as shown in attached sketch. The in wall conditions are not known at this time, so the size of these openings could change.
- Includes cost to flip existing door swing and add new door hardware as required
- Interior touch-up painting as needed.

275 NW 137th Drive  
Suite A  
Jonesville, Florida 32669  
oelrichconstruction.com

352-745-7877

CGC1510579



- Install new power outlet locations as required per the sketch provided.

Kitchen Build-out – CRA Portion..... \$ 35,566.00

- Patch roof as required
- Includes cost to level floor and install new VCT flooring with base, to install new acoustical ceilings, and to install FRP panels on four kitchen walls.
- Includes cost to lower existing fire sprinkler heads to match new acoustical ceilings level.
- Includes cost to connect potable water to existing toilets.
- Includes labor cost to add one regular sink, one 3 bowl dish washing sink, and one floor drain.
- Lower existing fire sprinklers
- Lower existing HVAC registers
- Includes six new light fixtures and outlets as required
- Permit for kitchen build out
- Builders risk for kitchen build out
- Design fees for kitchen build out

Kitchen Build-out – Tenant Portion.....\$ 6,415.00

- Hand sink, and 3 compartment sink
- Coordinate MEP connections

We appreciate the opportunity to be a part of this project and we look forward to its successful completion. Please feel free to contact me at any time if you have any questions.

Sincerely,

Joshua P. Blackford  
Principal/Project Manger

275 NW 137th Drive  
Suite A  
Jonesville, Florida 32669

oelrichconstruction.com

352-745-7877

CGC1510579



# Depot Building Renovations

Oelrich Construction, Inc.

Budget

June 9, 2016



**OELRICH**  
CONSTRUCTION  
INC.

| Item Description                    | Qty | Unit | subcontractor |        | Kitchen CRA | Kitchen Tenant | 1910 CRA | 1910 Tenant | Exterior Modifications | Totals |
|-------------------------------------|-----|------|---------------|--------|-------------|----------------|----------|-------------|------------------------|--------|
|                                     |     |      | unit price    | amount |             |                |          |             |                        |        |
| <b>General Conditions</b>           |     |      |               |        |             |                |          |             |                        |        |
| Weekly Cost                         | 4   | wks  | 4,000         | 16,000 | 7,300       | 1,200          | 500      | 2,500       | 4,500                  | 16,000 |
| <b>BP-5A Misc. Metals</b>           |     |      |               |        |             |                |          |             |                        |        |
| Building skirting, TBD              | 460 | lf   | 17            | 7,820  |             |                |          |             | 7,820                  | 7,820  |
| <b>BP-6A Rough Carpentry</b>        |     |      |               |        |             |                |          |             |                        |        |
| Cut/patch wall openings             | 1   | ls   | 3,168         | 3,168  |             |                |          | 3,168       |                        |        |
| Wood stairs at Cafe                 | 1   | ls   | 5,000         | 5,000  |             |                |          |             | 5,000                  |        |
| Plywood Floor Fasten                | 433 | ls   | 4             | 1,732  | 1,732       |                |          |             |                        | 9,900  |
| <b>BP-6D General Trades</b>         |     |      |               |        |             |                |          |             |                        |        |
| Flip Front Door                     | 1   | ea   | 550           | 550    |             |                |          | 550         |                        | 550    |
| <b>BP-7B Roofing and Sheetmetal</b> |     |      |               |        |             |                |          |             |                        |        |
| Patch roof penetration              | 1   | ls   | 550           | 550    | 550         |                |          |             |                        | 550    |
| <b>BP-8B Doors and Hardware</b>     |     |      |               |        |             |                |          |             |                        |        |
| Door hardware                       | 1   | ea   | 500           | 500    |             |                | 500      |             |                        | 500    |
| <b>BP-9B Flooring</b>               |     |      |               |        |             |                |          |             |                        |        |
| Level/float floors                  | 433 | sf   | 3             | 1,299  | 1,299       |                |          |             |                        |        |
| VCT - Kitchen                       | 433 | sf   | 2             | 866    | 866         |                |          |             |                        |        |
| Base                                | 98  | lf   | 2             | 196    | 196         |                |          |             |                        | 2,361  |
| <b>BP-9C Acoustical Ceiling</b>     |     |      |               |        |             |                |          |             |                        |        |
| ACT, Vinyl                          | 433 | sf   | 5             | 2,165  | 2,165       |                |          |             |                        | 2,165  |
| <b>BP-9D Painting</b>               |     |      |               |        |             |                |          |             |                        |        |
| Misc. touch ups                     | 1   | ls   | 600           | 600    |             |                | 600      |             |                        |        |
| Exterior Paint Touchup              | 1   | ls   | 1,200         | 1,200  |             |                |          |             | 1,200                  |        |
| Handrail                            | 260 | lf   | 3             | 780    |             |                |          |             | 780                    | 2,580  |
| <b>BP-10A Specialties</b>           |     |      |               |        |             |                |          |             |                        |        |
| FRP panels                          | 800 | sf   | 4             | 3,200  | 3,200       |                |          |             |                        | 3,200  |



# Depot Building Renovations

Oelrich Construction, Inc.

Budget  
June 9, 2016



| Item Description                      | Qty   | Unit | subcontractor |        | Kitchen CRA   | Kitchen Tenant | 1910 CRA      | 1910 Tenant   | Exterior Modifications | Totals         |
|---------------------------------------|-------|------|---------------|--------|---------------|----------------|---------------|---------------|------------------------|----------------|
|                                       |       |      | unit price    | amount |               |                |               |               |                        |                |
| <b>BP-15A Mechanical</b>              |       |      |               |        |               |                |               |               |                        |                |
| Lower Existing HVAC                   | 4     | ea   | 250           | 1,000  | 1,000         |                |               |               |                        | 1,000          |
| <b>BP-15B Plumbing</b>                |       |      |               |        |               |                |               |               |                        |                |
| Regular Sink                          | 1     | ea   | 2,100         | 2,100  | 1,750         | 350            |               |               |                        |                |
| 3 bowl dish washing Sink              | 1     | ea   | 3,600         | 3,600  | 2,900         | 700            |               |               |                        |                |
| Floor drains                          | 1     | ea   | 750           | 750    | 750           |                |               |               |                        |                |
| Portable water to toilets             | 2     | ea   | 750           | 1,200  | 1,200         |                |               |               |                        |                |
| Trench Floor                          | 25    | lf   | 50            | 1,100  | 1,100         |                |               |               |                        |                |
| Water Heater                          | 1     | ls   | 1,250         | 1,250  | 1,250         |                |               |               |                        | 10,000         |
| <b>BP-15C Fire Protection</b>         |       |      |               |        |               |                |               |               |                        |                |
| Modify fire sprinklers to new ceiling | 4     | ea   | 350           | 1,400  | 1,400         |                |               |               |                        | 1,400          |
| <b>BP-16A Electrical</b>              |       |      |               |        |               |                |               |               |                        |                |
| Electrical                            | 1,697 | sf   | 15            | 25,455 |               | 3,000          | 12,455        | 10,000        |                        | 25,455         |
| Subtotal                              |       |      |               |        | 28,658        | 5,250          | 13,455        | 16,818        | 19,300                 | 83,481         |
| Contingency                           | 10%   |      |               |        | 2,866         | 525            | 1,346         | 1,682         | 1,930                  | 8,348          |
| Subtotal                              |       |      |               |        | 31,524        | 5,775          | 14,801        | 18,500        | 21,230                 | 91,829         |
| Builders Risk Insurance               |       |      |               |        |               |                |               | 1,224         |                        | 1,224          |
| Payment and Performance Bond          |       |      |               |        |               |                |               |               |                        |                |
| General Liability Insurance           | 0.98% |      |               |        | 309           | 57             | 145           | 181           | 208                    | 900            |
| Permit                                |       |      |               |        |               |                | 1,500         |               |                        | 1,500          |
| Design Fee                            |       |      |               |        | 500           |                | 2,000         |               |                        | 2,500          |
| Subtotal                              |       |      |               |        | 32,333        | 5,832          | 18,446        | 19,905        | 21,438                 | 97,953         |
| CM Fee                                | 10%   |      |               |        | 3,233         | 583            | 1,845         | 1,991         | 2,144                  | 9,795          |
| <b>Total</b>                          |       |      |               |        | <b>35,566</b> | <b>6,415</b>   | <b>20,290</b> | <b>21,896</b> | <b>23,582</b>          | <b>107,748</b> |

Top & Top  
General Store

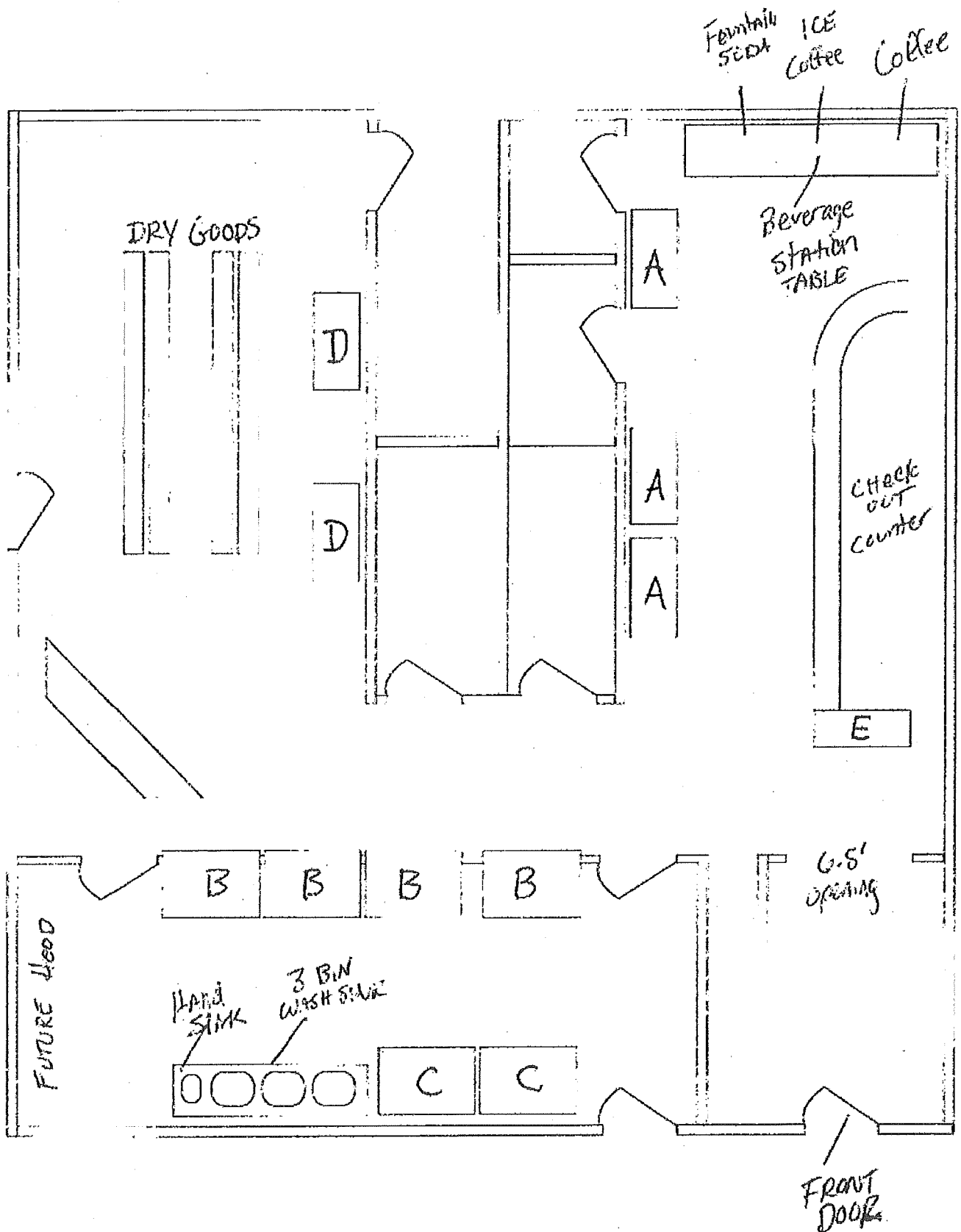
Scott Shillington  
Double E Inc.  
352 514 8021

## Good to know

- Coolers are lettered-any spec's are in following pages
- Front opening to 6.5'
- FRONT DOOR HINGED OPPOSITE SIDE
- Hold Decision to be made later

## EXTRA Electrical / Plumbing Needs


- 3 circuits needed behind Check out Counter
- 3 circuits needed by Beverage STATION TABLE
- 2 coolers "A" need outlets
- 2 coolers "B" need outlets
- 1 cooler "D" needs outlet
- Plumbing in/out to Beverage Station table
- Plumbing in/out to Kitchen 3 bin Sink



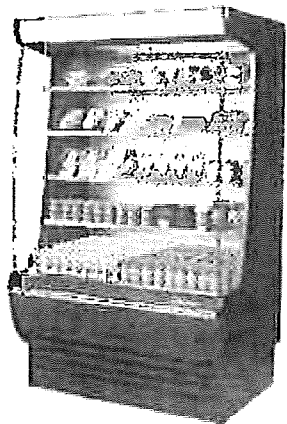
REFRIGERATOR MANUFACTURER  
**Turbo air**  
 more durable, efficient, beautiful

4184 E. Conant St.  
 Long Beach, CA 90808  
 Tel. 310-900-1000  
 Fax. 310-900-1077  
 www.turboair.com

Project : \_\_\_\_\_  
 Model # : \_\_\_\_\_  
 Item # : \_\_\_\_\_  
 Available WH : \_\_\_\_\_  
 Approver : \_\_\_\_\_



**Vertical Open Display Cases** *Euro Deep Glass Side Panel / Solid Side Panel*

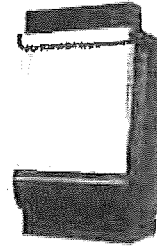


**TOM-48-DX**



**TOM-48-DX-SP-A**

**Model : TOM-48-DX  
 TOM-48DX-SP(A)**



W/ NIGHT CURTAIN



Self-cleaning condenser system

**FEATURES & BENEFITS**

- **Modern design**  
 By harmonizing curvature and rigidity, our modern style product designs are user-friendly while maintaining the highest product visibility and aesthetics.
- **LED lighting interior display system**  
 Brighter and longer lasting LED lights provide attractive, enhanced illumination compared to fluorescents. It saves energy by producing less heat, while maximizing the visibility in the display area.
- **Self-cleaning condenser system**  
 The accumulation of dust on the condenser causes the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to the contents of the stored products in refrigerators. The self-cleaning condenser system keeps the condenser clean and prevents system failure by automatically brushing daily.
- **Solid side panels used to ensure durability**  
 (TOM-DX-SP(A) models)
- **Interior materials available in two standards**  
 (TOM-DX-SP(A) models)  
 Stainless steel interior for sanitary purposes or black coated interior with mirrored sides for maximized display effects.
- **Environmentally friendly, efficient refrigeration system**  
 Turbo Air's refrigerators are designed with oversized and balanced environmentally friendly R-404A (CFC Free) refrigeration. These include large evaporators and condensers for faster cooling and balanced temperature throughout the cabinet.
- **Attractive, elegant, glass sided Euro design**  
 Glass front shield and side walls optimize the merchandiser's display effects of fresh salads, sandwiches, desserts and beverages. Its elegant contemporary euro design will enhance any store application.
- **Energy saving night curtain standard**
- **Designed to enhance impulsive sales**  
 Ideal for eye-catching displays and convenient access with fast service in high traffic area.
- **Non-peel, durable anti-rust coating on the exterior reduces fingerprints**
- **Standard back-guard improves airflow**
- **Optional security cover available**
- **Foamed with polyurethane, high-density cell insulation (CFC free)**
- **300 series stainless steel interior standard including back wall, shelves and deck pans**
- **Perforated interior back wall and top for improved airflow**
- **Front air intake and rear air discharge**



| Model                        | CU.FT. | # of Shelves | HP | AMPS | Crated Weight (lbs.) | L x D x H (inches)   |
|------------------------------|--------|--------------|----|------|----------------------|----------------------|
| TOM-48-DX<br>TOM-48-DX-SP(A) | 27.0   | 4            | 1  | 16.5 | 727                  | 48 x 34 1/4 x 78 7/8 |



# Vertical Open Display Cases

Extra Deep  
Glass Side Panel / Solid Side Panel

Model : TOM-48-DX / TOM-48DX-SP(A)

| ELECTRICAL DATA         |                  |
|-------------------------|------------------|
| Voltage                 | 115 VAC          |
| Plug Type               | ① NEMA 5-20P     |
| F.L. Load Amperes       | 16.5             |
| Compressor HP           | 1                |
| Refrigerant             | R-404A           |
| DIMENSIONAL DATA        |                  |
| Net Capacity cu. ft.    | 27.0             |
| Ext. Length Overall in. | 48 1/2 (1230 mm) |
| Ext. Depth Overall in.  | 34 1/2 (876 mm)  |
| Ext. Height Overall in. | 69 1/2 (1768 mm) |
| Int. Length Overall in. | 45 1/4 (1159 mm) |
| Int. Depth Overall in.  | 29 1/2 (752 mm)  |
| Int. Height Overall in. | 45 1/2 (1159 mm) |
| Net Weight lbs.         | 752              |
| Gross Weight lbs.       | 787              |
| # of Shelves            | 4                |
| Self Size               | 48 x 34 1/2      |

Design and specifications subject to change without notice.  
As with any product, please read the instructions carefully for proper use and safety.  
\*Depth does not include 1-5/8" for safety bar and 1-1/8" for rear bumper.

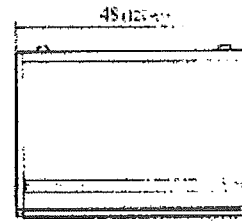
■ **WARRANTY : 2 Year Parts and Labor Warranty**  
Additional 3 Year Warranty on Compressor

- Simple plug-in installation
- Patented self-contained system, no plumbing required
- Standard color comes in black only
- Recommended operating conditions

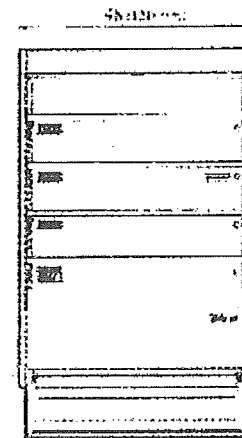
TGM models are designed to operate in an environment where the temperature is normally above and below 75°F and 55°F, respectively. Units should not be installed near HVAC vents, fans or doorways that will disrupt the air circulation and compromise the function of the cabinet. Air output models will not most efficiently when completely loaded with product.

## PLAN VIEW

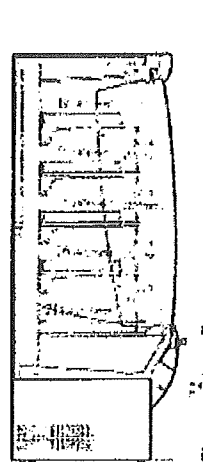
(unit : inch)



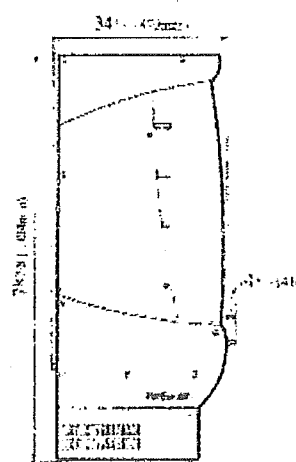
PLAN VIEW



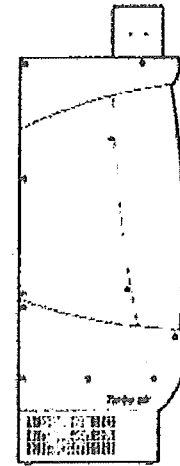
FRONT VIEW



SIDE VIEW - INSIDE



SIDE VIEW



SIDE VIEW w/Security Cover

Ver. 2/15/11



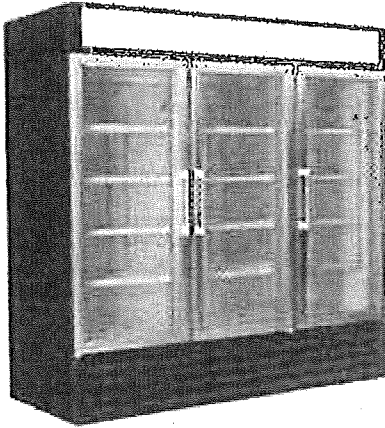
■ Turbo Air : 800-621-0022 ■ GK : 800-590-5519  
■ Warranty : 800-381-7770 ■ AC : 888-890-1002







## Master-Bilt 78" Fusion 3-Glass Door Reach-In Merchandiser Cooler 72cf - MBGR70H



This item is brand new shipped directly from the manufacturer with full warranty. Please note reference only.

Item: Master-Bilt 78" Fusion 3-Glass Door Reach-In Merchandiser Cooler 72cf

Model: MBGR70H

### Features

- Front glass door merchandiser
- 72 cubic feet
- 78" wide
- (3) Sealed-in gasketing glass doors
- Dual overhead fluorescent lights
- 1/2" adjustable heavy-duty wire shelves
- White interior & black exterior
- Temperature range 32 to 40°F
- Bottom-mounted evaporator refrigeration
- 9 1/2" condenser coils plug
- Adjustable leveling legs
- 1" gasket
- 3-3/4" hp
- 115/230V
- NEMA 4-1XP
- cULus ETL listed

### Warranty:

- 3 year parts & labor warranty
- 5 year compressor part warranty

### Specifications

SKU: 164156  
 Manufacturer: Master-Bilt  
 Model: MBGR70H  
 Weight: 620 lbs  
 Width: 78"  
 Depth: 33 1/2"  
 Height: 79 1/2"  
 Powered by: 115 volts  
 Phases: 1  
 Spec Sheet

**MB MASTER-BILT**  
 Refrigeration Solutions



### FREE SHIPPING !!!

on Master-Bilt Fusion  
 Does not include L\*Gate Fee or Reseller Delivery Fee. \*Inland

Valid only for Customers within the 48 Contiguous States

Zip Code

Shipped from warehouse  
 New Albany, MS 38850

Customer Pick Up NOT AVAILABLE

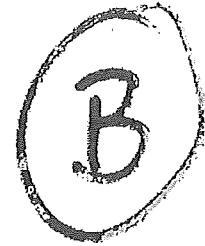
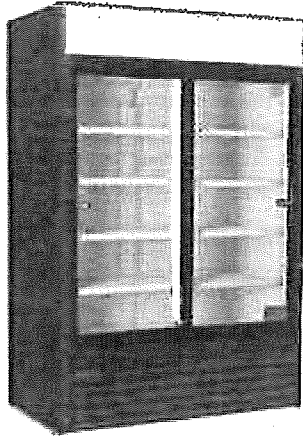
### Other Related Items from ACityDiscount



MSRP  
 \$9,450.47

See more items related to

## Master-bilt MBGR48S 54" Two-Sect 115v



(https://d3106fm4bdurh.cloudfront.net/products/050/050-  
image may not depict product dimensions or accessories.

### Master-bilt MBGR48S Description

This Master-Bilt Fusion™ series refrigerated merchandiser uses a self-contained bottom mount refrigeration system control the flow of refrigerant, to providing consistent cooling. The temperature range of this merchandiser is 32 to 40 degrees F. The double pane glass door with transparent thermal insulation film makes for more efficient cooling. The top graphic panel is lit by fluorescent lights, and the interior is lit by fluorescent bulbs placed vertically, so all items receive even illumination.

#### Standard Features and Benefits:

Fusion™ series

48-cu. ft. storage capacity

Self-contained bottom mount refrigeration system

Capillary tubes for controlled refrigerant flow

R-134a refrigerant

32 - 40 degree F temperature range

4 adjustable vinyl-coated shelves

Double pane glass door has a layer of transparent thermal insulation film in between the panes to maintain temperature efficiently, while maintaining lightweight

Self-closing with hold open feature

Top graphic panel backlit by fluorescent lights

Vertical fluorescent lighted interior evenly illuminates the interior

Steel interior is white painted with low ODP polyurethane insulation

Black painted steel exterior resists denting

Overall Dimensions: 28-1/2 in. W x 33-1/4 in. D x 79-in. H

115 V/60 Hz/ 1-ph, 1/3 HP, 3.9 A

cULus and ETL listed

Fusion Glass Door Merchandiser, 48 cubic feet, 53-1/4" W, (2) self-closing sliding glass doors, dual overhead fluorescent adjustable heavy duty wire shelves, white interior & black exterior, temperature range 32 to 40 F, bottom mount self-closing 9.8' cord with molded plug, adjustable leveling legs, 115V/60/1, 1/2 hp, NEMA 5-15P, 10.0 amps, UL, cUL, ETL

\*The warranty will not be honored for residential or non-commercial use of any Commercial Equipment.

## Master-bilt MBGR48S Specifications

PDF Spec Sheet (<http://static.katomcdn.com/pdf/050-MBGR48S.pdf>)

|                            |                         |
|----------------------------|-------------------------|
| <b>Manufacturer</b>        | <b>Master-bilt</b>      |
| <b>Compressor Location</b> | <b>Bottom Mount</b>     |
| <b>Cubic Feet</b>          | <b>48</b>               |
| <b>Door Design</b>         | <b>Sliding</b>          |
| <b>Exterior Finish</b>     | <b>Black</b>            |
| <b>Height (in)</b>         | <b>79</b>               |
| <b>Sections</b>            | <b>2</b>                |
| <b>Shelving Type</b>       | <b>Wire</b>             |
| <b>Specialty Options</b>   | <b>Lit Signage Area</b> |
| <b>Specialty Options</b>   | <b>Painted Sides</b>    |
| <b>Voltage</b>             | <b>115/60/1</b>         |
| <b>Width (in)</b>          | <b>54</b>               |
| <b>Weight</b>              | <b>474.00</b>           |



**TRUE FOOD SERVICE EQUIPMENT, INC.**

2001 East Terra Lane • O'Fallon, Missouri 63366  
 (636)240-2400 • Fax (636)272-2408 • (800)325-6152 • Intl Fax# (001)636-272-7546  
 Parts Dept. (800)424-TRUE • Parts Dept. Fax# (636)272-9471 • www.truemfg.com

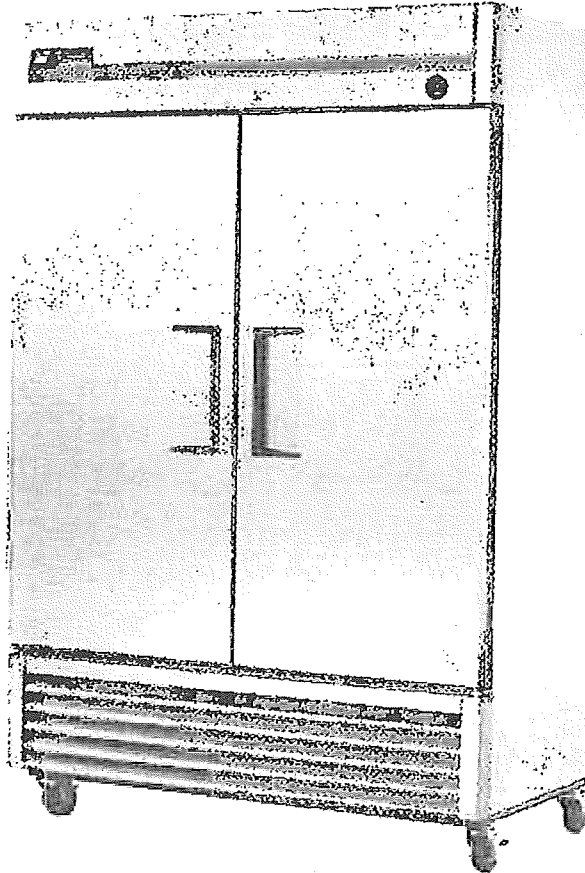
Project Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Item #: \_\_\_\_\_  
 Model #: \_\_\_\_\_



AIA # \_\_\_\_\_  
 SIS # \_\_\_\_\_

Model:  
**T-49**

**T-Series:**  
 Reach-In Solid Swing Door Refrigerator



Scan code for video

**T-49**

- ▶ True's solid door reach-in's are designed with enduring quality that protects your long term investment
  - ▶ Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.
  - ▶ Oversized, factory balanced refrigeration system holds 33°F to 38°F (5°C to 3.3°C) for the best in food preservation.
  - ▶ Stainless steel solid doors and front. The finest stainless available with higher tensile strength for fewer dents and scratches.
  - ▶ Adjustable, heavy duty PVC coated shelves
  - ▶ Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Bottom mounted units feature:**
- ▶ "No stoop" lower shelf.
  - ▶ Storage on top of cabinet.
  - ▶ Compressor performs in coolest, most grease free area of kitchen.
  - ▶ Easily accessible condenser coil for cleaning.

lick here to buy now!



**1-866-285-1252**

**ROUGH-IN DATA**

Chart dimensions rounded up to the nearest 1/2" millimeters rounded up to next whole number. Specifications subject to change without notice.

| Model | Doors | Shelves | Cabinet Dimensions (Inches) (mm) |               |                |            | HP                       | Voltage    | Amps       | NEMA Config. | Cord Length (total ft.) (total m) | Crated Weight (lbs.) (kg) |
|-------|-------|---------|----------------------------------|---------------|----------------|------------|--------------------------|------------|------------|--------------|-----------------------------------|---------------------------|
|       |       |         | L                                | D             | H*             | HP         |                          |            |            |              |                                   |                           |
| T-49  | 2     | 6       | 54 1/2<br>1375                   | 29 1/2<br>750 | 78 3/4<br>1991 | 1/2<br>1/2 | 115/60/1<br>230-240/50/1 | 9.1<br>5.4 | 5-15P<br>A | 9<br>2.74    | 425<br>193                        |                           |

\* Height does not include 5" (127 mm) for castors or 6" (153 mm) for optional legs.

A Plug type varies by country.

3/13 Printed in U.S.A.

APPROVALS:

AVAILABLE AT:

Model:  
**T-49**

**T-Series:**  
Reach-In Solid-Swing Door Refrigerator



**STANDARD FEATURES**

**DESIGN**

- True's commitment to using the highest quality materials and over sized refrigeration systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

**REFRIGERATION SYSTEM**

- Factory engineered, self-contained, capillary tube system using environmentally friendly (CFC free) 134A refrigerant.
- Extra large evaporator coil balanced with higher horsepower compressor and large condenser; maintains 33°F to 38°F (3°C to 3°C) for the best in food preservation.
- Sealed, cast iron, self-lubricating evaporator fan motor(s) and larger fan blades give True reach-ins a more efficient low velocity, high volume airflow design. This unique design ensures faster temperature recovery and shorter run times in the busiest of food service environments.
- Bottom mounted condensing unit positioned for easy maintenance. Compressor runs in coolest and most grease free area of the kitchen. Allows for storage area on top of unit.

**CABINET CONSTRUCTION**

- Exterior - Stainless steel front. Anodized quality aluminum ends, back and top.
- Interior - attractive, NSF approved, white aluminum liner. Stainless steel floor with coated corners.
- Insulation - entire cabinet structure and solid doors are foamed-in-place using Ecocrate, A high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).

- Welded, heavy duty steel frame rail - black powder coated for corrosion protection.
- Frame rail fitted with 4" (102 mm) diameter stem castors - locks provided on front set.

**DOORS**

- Stainless steel exterior with white aluminum liners to match cabinet interior. Doors extend full width of cabinet shell. Door locks standard.
- Lifetime guaranteed recessed door handles. Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to ensure permanent attachment.
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

**SHELVING**

- Six (6) adjustable, heavy duty PVC coated wire shelves 24 3/8" L x 22 3/8" D (624 mm x 569 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pillars made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

**LIGHTING**

- Incandescent interior lighting - safety shielded. Lights activated by rocker switch mounted above doors.

**MODEL FEATURES**

- Exterior temperature display.
- Evaporator is epoxy coated to eliminate the potential of corrosion.
- NSF-7 compliant for open food product.

**ELECTRICAL**

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 15 amp dedicated outlet. Cord and plug set included.

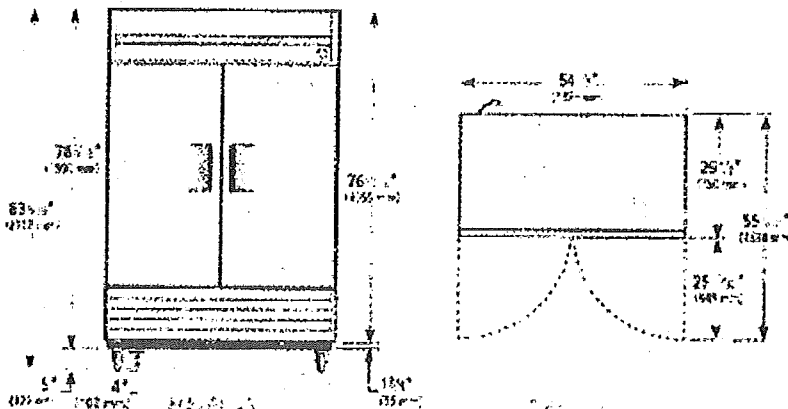


115/60/1  
NEMA-5-15R

**OPTIONAL FEATURES/ACCESSORIES**

- Upcharge and lead times may apply.
  - 230 - 240V / 50 Hz.
  - 6" (153 mm) standard legs.
  - 6" (153 mm) seismic/ranged legs.
  - Alternate door hinging (factory installed).
  - Additional shelves.
  - Half door bun tray racks. Each holds up to eleven 18" L x 26" D (456 mm x 661 mm) sheet pans (sold separately).
  - Full door bun tray racks. Each holds up to twenty-two 18" L x 26" D (456 mm x 661 mm) sheet pans (sold separately).
  - Remote cabinets (condensing unit supplied by others; system comes standard with 404A expansion valve and requires R404A refrigerant. Consult factory technical service department for BTU information. All remote units must be hard wired during installation.

**PLAN VIEW**



**WARRANTY**  
Three year warranty on all parts and labor and an additional 2 year warranty on compressor (U.S.A. only)

METRIC DIMENSIONS POUNDED UP TO THE NEAREST WHOLE MILLIMETER  
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

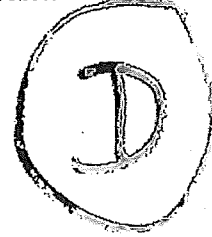
| Model | Elevation | Right   | Plan    | 3D      | Back |
|-------|-----------|---------|---------|---------|------|
| T-49  | TFRV36R   | TFEY03S | TFEY02P | TFG7953 |      |

**TRUE FOOD SERVICE EQUIPMENT**

2001 East Terra Lane • O'Fallon, Missouri 63366 • (636) 260-2800 • Fax (636) 773-2400 • (800) 375-6157 • Int'l. Fax: (001) 636-773-7526 • [www.trueusa.com](http://www.trueusa.com)

# WebstaurantStore

<http://www.gotowebstore.com/902TOM50SB>



## Turbo Air TOM-50SB Black 50" Slim Line Horizontal Air Curtain Display Case - 8.7 Cu. Ft.

Item: #902TOM50SB MFR: #TOM-50SB

Each Only

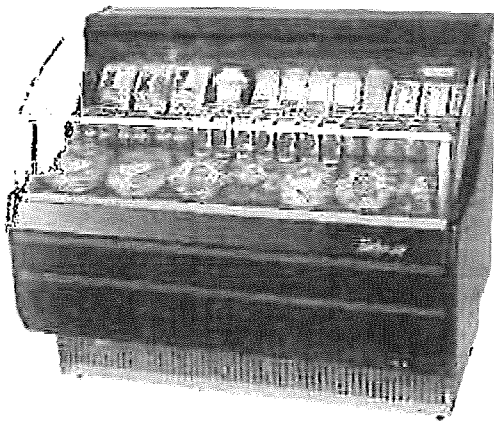
# \$5,031.58

To see our price

**Add to cart or login.**

*(You can remove it at any time.)*

[Why do we do this?](#)



### Features:

- ✓ Self-cleaning condenser system helps prevent service calls
- 400010921751 New
- Shipping: Usually Ships in 3-4 Business Days
- ✓ 8.7 cu. ft. of space with three shelves
- ✓ 1/2 hp compressor circulates R-134A refrigerant
- ✓ 120V



UPC Code:

Condition:


**Turbo air****SPECS**

|                     |   |
|---------------------|---|
| Width               | 50 3/4 Inches                           |
| Depth               | 34 5/8 Inches                           |
| Height              | 41 1/2 Inches                           |
| Interior Width      | 48 3/8 Inches                           |
| Interior Depth      | 24 Inches                               |
| Interior Height     | 13 Inches                               |
| Amps                | 11 Amps                                 |
| Hertz               | 60                                      |
| Phase               | 1                                       |
| Voltage             | 115                                     |
| Wattage             | 1,265 Watts                             |
| Capacity            | 8.7 cu. ft.                             |
| Color               | Black                                   |
| Compressor Location | Bottom Mounted                          |
| Features            | LED Lighting<br>Self Cleaning Condenser |
| Front Style         | Open-Air                                |
| Horsepower          | 1/2 HP                                  |
| Installation Type   | Floor Model                             |
| Number of Shelves   | 3                                       |
| Service Type        | Self Service                            |

**Details****Warranty Info**

Warranty does not apply to, and Turbo Air is not responsible for, any warranty claims made on products sold or used outside of the continental United States, Alaska, and Canada.  
**RESIDENTIAL USERS:** The right is reserved to deny shipment for residential usage; if this occurs, you will be notified as soon as possible.

**Resources**

 [Restaurant Equipment Certification Marks Explained](#)

An excellent addition to any grocery store, deli, or self-serve area, the Turbo Air TOM-50SB black 50" Slim Line horizontal air curtain display case keeps contents at safe holding temperatures while letting you increase impulse sales of your most popular foods!

This unit features Turbo Air's revolutionary self-cleaning condenser system, which automatically cleans the condenser by moving a rotating brush up and down across its surface 2-3 times per day. Not only does this process eliminate the need for your employees to manually clean the condenser every few weeks, but it prevents dust from building up on the coils. In turn, this reduces the stress on the compressor and the risk of it breaking down, resulting in fewer maintenance calls and higher overall energy efficiency. This air curtain display case features 8.7 cu. ft. of space and three shelves to hold everything from pre-made sandwiches to bottled beverages. And because it is designed for high-traffic areas, you can be sure this display case can stand up to the rigors of repeated every-day use.

- Oversized refrigeration system utilizes a 1/2 hp compressor and circulates R-134a refrigerant for optimum cooling
- High density polyurethane insulation helps maintain low temperatures to conserve energy
- Perforated back, top, and back guard improve air flow
- Stainless steel construction for outstanding durability
- LED internal lighting lasts longer and enhances illumination compared to fluorescent lights
- Non-peel, anti-rust exterior coating

- Elegant euro glass design

- 120V

**Overall Dimensions:**

Width: 50 3/4"

Depth: 34 5/8"

Height: 41 1/2"

**Interior Dimensions**

Width: 48 3/8"

Depth: 24"

Height: 13"

Capacity: 8.7 cu. ft.

**This Item Ships via Common Carrier.** For more information and tips to help your delivery go smoothly, click [here](#).



**ETL Sanitation**

This item meets the sanitation standards imposed by the ETL, a division of the Intertek Group.



**ETL US & Canada**

This item meets the electrical product safety standards imposed by the ETL, a division of the Intertek Group, for use in the United States and Canada.

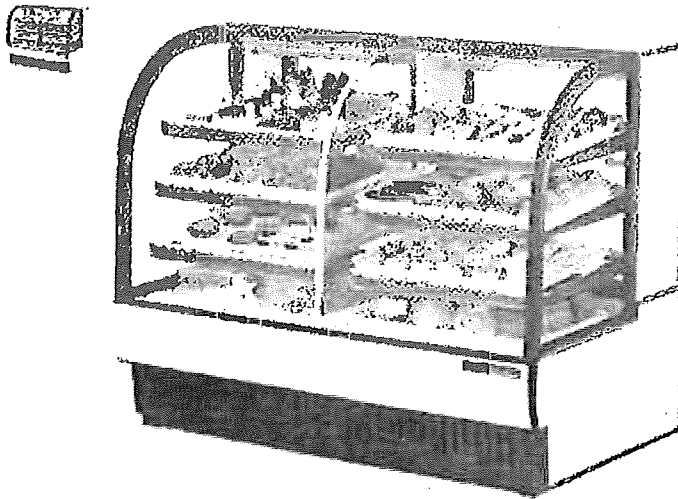


**5-15P**

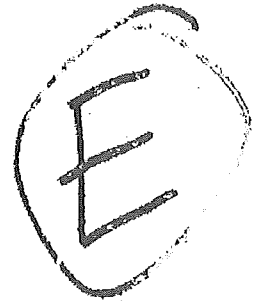
This unit comes with a NEMA 5-15P plug.

**Get paid to review  
this product!**

## True TCGDZ-59 59" Full Service Bal 115v



(<https://d3d6frh4bdurh.cloudfront.net/products/598/598-115v-60/1-14.0-amps-9-foot-cord-nema-5-20p-made-in-usa>)  
Image may not depict optional configurations or accessories.



### True Refrigeration TCGDZ-59 Description

Curved Glass Dry/Refrigerated Bakery Case, dry/refrigerated, self-contained, 50-7/8"L, glass ends, (6) adjustable ca shelves, fluorescent interior lights, stainless steel top, white interior, (2) sliding glass rear doors, white aluminum lami 115v/60/1, 14.0 amps, 9' cord, NEMA 5-20P, MADE IN USA

\*The warranty will not be honored for residential or non-commercial use of any Commercial Equipment.

### True Refrigeration TCGDZ-59 Specifications

PDF Spec Sheet (<http://static.katomcdn.com/pdf/598-TCGDZ59.pdf>)

|                    |  |
|--------------------|--|
| Manufacturer       | True Refrigeration                       |
| Access             | Full Service                             |
| Door Type          | Sliding                                  |
| Finish             | White                                    |
| Height (in)        | 48                                       |
| Length (in)        | 59                                       |
| Number of Levels   | 4  |
| Shelving Type      | Wire                                     |
| Specialty Options  | Stainless                                |
| Style              | Curved Glass                             |
| Voltage            | 115/60/1                                 |
| Refrigeration Type | Refrigerated Left/Non-Refrigerated Right |
| Warranty           | 3 year parts & labor / 5 year compressor |