



**Meeting Agenda
Thursday, November 6, 2025**

7:00 PM

REGULAR

**Cocoa Beach City Hall
2 South Orlando Ave.
Cocoa Beach, FL 32931**

WELCOME

A. COMMUNITY REDEVELOPMENT AGENCY (CRA)

1. Approve Downtown Cocoa Beach Community Redevelopment Agency Performance Measures & Standards 2025 Annual Report
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
2. Approve the September 18th, 2025 Special Meeting minutes for the CRA.
Staff Representative: City Clerk
Recommendation: Approve
3. Approve a Commercial Visual Improvement Grant in the amount of \$4,000 for Oceanwave Storage LLC, located at 124 S Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
4. Approve a Commercial Visual Improvement Grant in the amount of \$25,000 for Land and Sea Surf, LLC DBA Drifthouse, located at 350 N Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

Note: more than one member of the City Commission may be in attendance at the meeting and may participate in discussions.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by this Board, agency or meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a

verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk at (321-868-3286), no later than 4:00 p.m., at least 48 hours prior to the meeting.

DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY



PERFORMANCE MEASURES & STANDARDS 2025 ANNUAL REPORT



**DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY
BOARD MEMBERS**



**JEREMY
HUTCHERSON**



SKIP WILLIAMS



KEITH CAPIZZI

CRA CHAIR



TIM TUMULTY



JOSHUA JACKSON

CITY OF COCOA BEACH:

CITY MANAGER:

AJ Hutson



CRA ADMINISTRATOR: DEVAN TALY

FINANCE DIRECTOR: HANA JUMAN

REGISTERED AGENT AND CITY CLERK: KARIN GROOMS

MAULDIN & JENKINS CPA ADVISORS



Message From The Director

Dear Residents of Cocoa Beach,

We are delighted to provide an update on the endeavors and advancements of the Cocoa Beach City Community Redevelopment Agency (CRA) for 2025. This annual report serves to inform our community of our progress as it relates to our performance standards and measures.

This involves implementing the CRA plan in collaboration with the community and methodically executing these plans to improve the economic landscape. Throughout this year, significant transformations unfolded across our district.

Central to the CRA's mission is the enhancement of our community and gradually mitigating blighted conditions prevalent in certain areas. Whether refining existing concepts or devising innovative solutions, the CRA eagerly embraces its pivotal role in the City of Cocoa Beach.

Sincerely,

Devan Taly
City of Cocoa Beach
CRA Director



Agency Overview

Welcome! Thank you for your interest in the City of Cocoa Beach Community Redevelopment Agency. The primary function of the Cocoa Beach CRA is developing, supporting, and implementing the Downtown Cocoa Beach Community Redevelopment Plan.

The Board of County Commissioners adopted their resolution 08-128 on May 29, 2008, authorizing the City Commission to create a Downtown Cocoa Beach.

On November 19, 2009, the City Commission adopted resolution 2009-28, establishing the Downtown Cocoa Beach Redevelopment Agency.

The City Commission adopted the Downtown Community Redevelopment Plan in 2012.

The Downtown District Community Area consists of approximately 237 acres located in Cocoa Beach. Land uses in the Downtown District include residential, office, commercial/retail, light industrial, and green/open space.



VISION STATEMENT

The CRA shall promote redevelopment of the downtown area in a manner which embraces our historical place in the community and our desire to be economically sustainable, continually improving our overall quality of life.

THE CRA'S MISSION SHALL BE TO:

- Create a strong identity for the Downtown
- Promote a more walkable Village Center, connected to the larger community
- Support economic stability
- Promote and enhance the “surfing village” resort uses
- Protect residential neighborhoods from commercial intrusion, yet provide connectivity for walkability and sustainability
- Enhance downtown with a broader mix of uses
- Reinforce, preserve, and expand the unique building types and neighborhood characteristics
- Maintain and enhance public lands, open spaces, and public service/utilities to assure a good quality of life for the residents and visitors



GOALS & OBJECTIVES

The goals & objectives listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Goals:

- Embark on a redevelopment program to eliminate conditions impeding Cocoa Beach's sustainability and economic vitality.
- Undertake projects to reposition the City in the marketplace.
- Promote mixed uses to provide additional support to existing and new businesses and land development.
- Any and all additional programs, projects, and activities which may be identified by the DCBCRA that are consistent with the Downtown Cocoa Beach Community Redevelopment Plan.

Objectives:

- Eliminate blight conditions.
- Encourage expansion of stormwater systems and improvements to infrastructure.
- Encourage improvements to parking.
- Encourage improvements to landscaping and streetscape.
- Encourage improvements to promote pedestrian and bicycle safe infrastructure.







COMMUNITY ENGAGEMENT

Conduct special events, similar to farmer’s markets, art shows, cultural events, and other business functions to draw people to the downtown area and promote local businesses.

“Aid the downtown merchants in creating a Main Street Program”

In FY2025, the Cocoa Beach Main Street Program held multiple events in the downtown center of Cocoa Beach.

These events include:

- Friday Fests (3rd Friday of every month)
- Sip N Stroll
- Art Wave Fest
- Cocoa Beach Centennial Celebration
- And many others!



COMMUNITY ENGAGEMENT

In FY2025, the City of Cocoa Beach celebrated the 100th Year anniversary. The Cocoa Beach Centennial Celebration was hosted by the City and Cocoa Beach Main Street.

Founded on June 5, 1925, by visionary Gus Edwards, Cocoa Beach has grown from a quiet beachside town into an iconic community shaped by history, innovation, and a love for the sea.

Our event sponsors:

- Bowman
- Boys Electrical Contractors
- Connors Wealth Management
- Driftwood Capital
- HealthFirst
- Kast Construction
- Mead & Hunt
- Ron Jon Surf Shop
- Vose Law Firm, LLP
- W+J Construction



Cocoa Beach Main Street planned events, rallied amazing volunteers, and made sure it all went off without a hitch.

Our incredible City staff, who worked behind the scenes to keep everything running smoothly.

Our residents and neighbors, thank you for always showing up, making memories, and reminding us what makes Cocoa Beach so special. They are what the Centennial was really about.



New Major Projects Within CRA

- Destination Downtown Food Hall (2025)
- New City of Cocoa Beach City Hall & Centennial Square (2025)
- Dirty Birds Tiki Bar & Grill (2025-2026)



Prior Projects Within CRA

- City of Cocoa Beach Parking Garage (2019)
- City of Cocoa Beach Police Station (2021)
- City of Cocoa Beach Fire Station 51 (2015)
- Surfside Playhouse Improvements (2023-2024)
- The Surf Condo (2024)



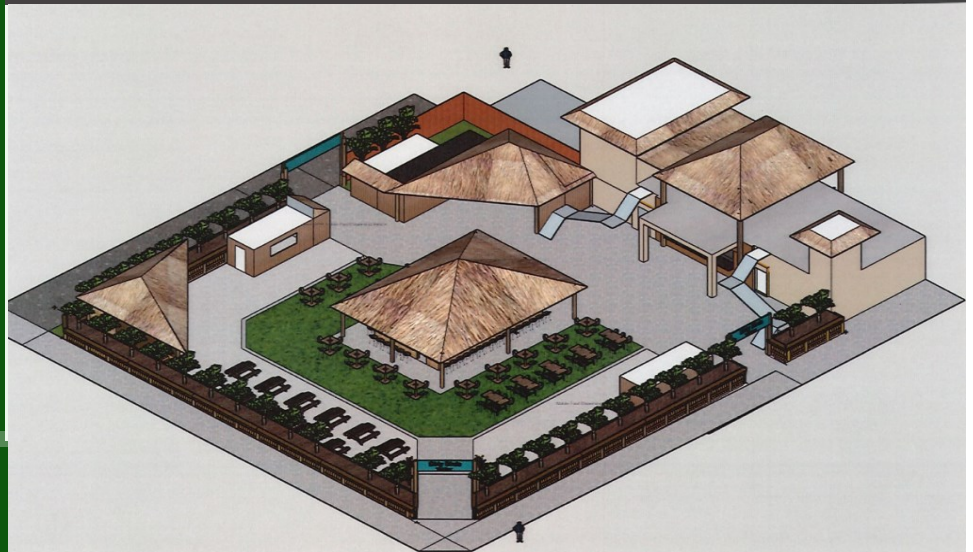
CRA CURRENT FAÇADE GRANT PROGRAMS

- Cocoa Beach Office Condo Association Façade
- Juice N Java Café Façade
- Catalyst Shop Façade
- Epic Board Sports Façade
- Dirty Birds Tiki Bar & Grill Façade
- Pointe Church Façade

The CRA Board Approved \$250,000 in Façade Grant funds for the FY2025 Budget.

Prior Façade Improvements in the CRA

- Coastal Market Parking Lot Improvements
- Woodland Business Center Stormwater Improvements



PERFORMANCE MEASURES

The performance measures listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Success of CRA Small Business Grant Programs:

“A need to enhance Downtown Cocoa Beach CRA Business Environment”

Upgrading existing retail and attract new retail, restaurants, dining, and entertainment venues through incentives and façade or property improvement upgrades. In FY2025, the CRA Board has approved 5 CRA Commercial Business’s located in the downtown area, totaling \$185,000 for our Façade Grant Program.

- Dirty Birds Tiki Bar & Grill \$50,000
- Catalyst Shop \$10,000
- Epic Board Sports \$40,000
- The Pointe Church \$50,000
- Dirty Birds Tiki Bar & Grill \$35,000

CRA Financial Contributions towards promotional/special events:

“Additional uses to Support Downtown Core and Surrounding Areas”

Expand the use, visibility, access, and availability of cultural, fine arts, sciences, library, performing arts, and other cultural assets into the redevelopment area. In FY2025, the CRA Board has approved \$25,000 for Cocoa Beach Main Street.

CRA Capital or Physical Improvements:

“ This new facility would activate the street and encourage more pedestrian uses in the immediate surrounding area”

In FY2025, the redevelopment of a new City Hall and Cocoa Beach Centennial Square shows the types of improvements undertaken by the Downtown Cocoa Beach Community Redevelopment Agency. The City is investing in its own community, invoking a sense of place and pride.





**City of Cocoa Beach
Downtown Cocoa Beach Redevelopment Agency
2025**

**CRA Board Approval November 6, 2025
City Commission Approval November 6, 2025**

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
SPECIAL MEETING
MINUTES**

September 18, 2025

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 6:30 PM.

B. NEW BUSINESS

1. Approve Resolution 2025-01 of the Downtown Cocoa Beach Community Redevelopment Agency, Cocoa Beach, Florida adopting a budget for the Fiscal Year Ending September 30, 2026
Staff Representative: Devan Taly, Deputy Finance Director/CRA, Hana Juman, Finance Director, A.J. Hutson, City Manager
Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. PUBLIC COMMENTS

No public comment.

D. ADJOURNMENT

The meeting was adjourned at 6:32 pm.

Karin Grooms
City Clerk, MPA

Keith Capizzi
Mayor-Commissioner

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Dan Dvorak, herin referred to as GRANTEE and 124 S Orlando Ave, herin referred to as "Property Owner"; located at 124 S Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program consistent with the CRA Redevelopment Plan; and\

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 124 S Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-15-01-34-3, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within that fiscal year, after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are

incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Four Thousand Dollars (\$ 4,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA

for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the property in the amount of any such Judgement.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, the venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or non-termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:	City of Cocoa Beach Downtown Community Redevelopment Agency Attn: City Manager 2 S Orlando Ave Cocoa Beach, Fl 32931
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GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 20__.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

**Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency**

APPLICANT INFORMATION

Applicant's Name: Dan Dvorak
Applicant's Corporate Name: Oceanwave Storage LLC
Applicant's Business Address: 124 S Orlando Ave, Cocoa Beach, FL 32931
Name of Business at Project Address: Oceanwave Storage LLC
City of Cocoa Beach Business Tax Receipt #: BTR 25-346
Federal Tax ID Number or Social Security #: 39-2356686
Applicant Phone #: 321-795-3196 Business Phone #: n/a
Applicant Email Address: dan@oceanwavestorage.com

Is Applicant the property owner or a tenant proposing the façade improvements?

Owner or Tenant

PROPERTY INFORMATION

Property Owner's Name: 124 S Orlando LLC
Property Owner's Mailing Address: 1625 Yount Dr, Merritt Island, FL 32952
Property Address: 124 S Orlando Ave, Cocoa Beach, FL 32931
Alt Number(s): _____
Name of Tenant(s): 1
Lease Expiration Date: 12/31/2035 Option to Extend: Yes No How Long: _____ Years
Property Manager: Dan Dvorak Phone: 321-795-3196 Email _____

1. Is the proposed project located in the current CRA? Yes No

Total Applicant Funds: \$4,000 Total Anticipated Grant Request: \$4,000

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

The grant will fund a professional mural on the exterior east and approximately 10' of the north façade. The mural, depicting vibrant coastal imagery of Cocoa Beach's heritage, will be painted by a professional artist, enhancing the area's aesthetic appeal, attracting visitors, and boosting local commerce.

2. Please describe the extent to which the existing building or on-site improvements are substantially

The existing building facade is plain and lacks visual appeal, characterized by a stark, rectangular exterior that does not contribute to the aesthetic vibrancy of Cocoa Beach. The unadorned surface fails to engage passersby or reflect the dynamic character of the community. While the structure remains functional, the facade's monotone color and lack of artistic elements make it substantially lackluster, diminishing its potential to enhance the surrounding area. A mural would transform this uninspiring exterior into a visually striking landmark, aligning with the city's goals for beautification and community pride.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

We will maximize the Redevelopment Agency's matching funds by contributing half to match the Agency's grant, fully funding the mural on our property. The mural, featuring coastal imagery of Cocoa Beach's heritage, will enhance the area's aesthetic and economic vitality, attracting visitors and supporting local commerce in line with CRA goals.

No reasonable alternative financing exists. Private loans have prohibitive interest rates, crowdfunding is unreliable, and our limited reserves are allocated to essential operations like payroll. The Agency's grant is critical to completing this high-impact façade improvement, ensuring a vibrant public art installation that benefits the community.

4. Please describe how you intend to maintain the improvements during the useful life of the

To maintain the mural during its useful life, we will apply a clear, UV-blocking sealant immediately after painting to protect against fading and weather damage. Regular inspections will ensure early detection of wear or damage. We will budget for periodic cleaning and touch-ups by a professional artist as needed, ensuring the mural remains vibrant and enhances Cocoa Beach's CRA district for years.

5. Current Number of Employees: Full-Time _____ Part-Time 1 Contract _____
 Number of Employees (Post Project Completion) Full-Time _____ Part-Time 1
 Contract _____

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
Mural	CRA & Business Owner	\$ 8,000
Sign Removal	Owner	\$ 2,000
Exterior Painting	Owner	\$ 9,800
		\$
		\$
		\$
		\$
Total Project Budget		\$ 19,800

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work or materials, which have been commenced or purchased prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started, or materials purchased, prior to the approval of the grant and the execution of the Agreement shall be the Applicant's responsibility and no funding will be granted towards that work or materials. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.



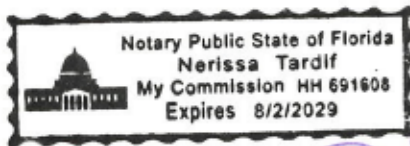
Signature of Applicant

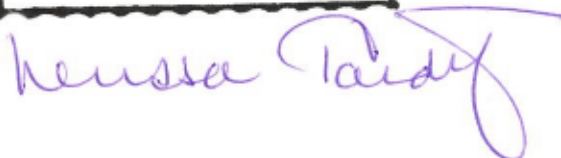
9/11/25
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me via physical presence or online notarization this 11 day of September 2025 by Nerissa Tardif (name of person acknowledging).

Personally Known OR Produced Identification
Type of Identification Produced





Attachment "1"
Legal Description of the Property

Lot Three (3), Block Thirty-four (34), COCOA BEACH, according to the Plat of said subdivision, recorded in Plat Book 3, Page 54, Public Records of Brevard County, Florida

The property is owned by:
124 S Orlando LLC

The property is being leased by:
Oceanwave Storage LLC

Both companies are owned by applicant:
Dan Dvorak

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is entered into on August 1, 2025, by and between:

Landlord: 124 S Orlando LLC, with a mailing address of 1625 Yount Dr, Merritt Island, FL 32952 ("Landlord"),

and

Tenant: Oceanwave Storage LLC, with a mailing address of 1625 Yount Dr, Merritt Island, FL 32952 ("Tenant").

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the property located at 124 S Orlando Ave, Cocoa Beach, FL 32931 ("Premises").

Term

This Agreement shall commence on August 1, 2025, and continue until December 31, 2035

Notices


All notices under this Agreement shall be sent via certified mail or email to the respective mailing addresses of the Landlord and Tenant as listed above.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

Landlord:



Dan Dvorak, MMBR
124 S Orlando LLC
Date: 8/1/2025

Tenant:



Dan Dvorak, MMBR
Oceanwave Storage LLC
Date: 8/1/2025

Not Required

Attachment "4"
Scope of work and tentative schedule of improvements



954-743-8652
desalvomurals@gmail.com

Location:
Oceanwave Storage
Cocoa Beach, FL

ESTIMATE

Description			Cost
Labor			\$6,300.00
Lift/Scaffolding			\$1,000.00
Accommodation			\$500.00
Sealant			\$200.00
		Subtotal	\$8,000.00
			\$0.00
		Total	\$8,000.00

★
SUMMER DESALVO
MURALS
★

Services and Artwork Agreement

This is a contract that documents our agreement, as follows:

1. Who: Oceanwave Storage (client) agrees to hire artist Summer DeSalvo (artist) to paint a Mural.
 2. What: The size of the Mural will be: Front/side The subject and details of the mural include: wave, logo, palm tree
 3. When: The Mural will be started on _____ and take approximately _____ days to complete.
 4. Where: The Mural will be painted at _____. You represent that you have the authority to retain me for this purpose.
 5. How Much: You agree to pay me a Fee of 8000 total for the Mural. 1/3 deposit of 2667 will be due 2 weeks prior to start date with a remainder of 5333 due at the completion of project.
- Change Orders: If you would like to change the scope of the Mural after we sign this contract, the cost of the mural will also be revised. We can agree to the new price by sending a confirming email, or we can amend this contract.
 - Cancellation: Because I may have turned down other work in order to keep my commitment to you, a deposit will not be returned after 2 weeks of start date.
 - Muralists records: I will be taking pictures of the finished Mural for my records and portfolio. I also ask that I sign the piece and put it up on my social media once complete.
 - Preparation: Please prepare your wall or surface by removing any debris, dust, spray down (if outdoors), etc. Patch holes, remove nails, remove outlet covers and make sure furniture is moved out of the way. I am not responsible for anything damaged if not moved.
- Some Things that I Guarantee; Some Things that I Don't: You are hiring me because you have seen some of my other work, either in person or on my website. While I am

working on your Mural, I guarantee you that I will give it my full artistic attention and effort. However, as much as I want you to be happy with the mural that I paint for you, I cannot and do not guarantee that this will be the case due to it being Art. Once I am finished with the Mural, as described above, you will owe me the balance due, without reduction or contingencies in case it does not turn out exactly as you anticipated. By signing below, you represent that you have read this contract and agree to all of the terms.

Client signature

Summer DeSalvo
Summer DeSalvo

Date

9/3/25
Date

*Payments can be made by: Cash, Card, Check, Zelle, or Venmo

*Make checks payable to Summer DeSalvo and sent to **27031 Forest Park Ave, Bonita Springs FL 34135**

*All credit card transactions require 3.5% tax

Deposit

1/3 of total due with this signed contract

Total for project \$ 8000

Deposit due now \$ 2667

(Circle form of payment)

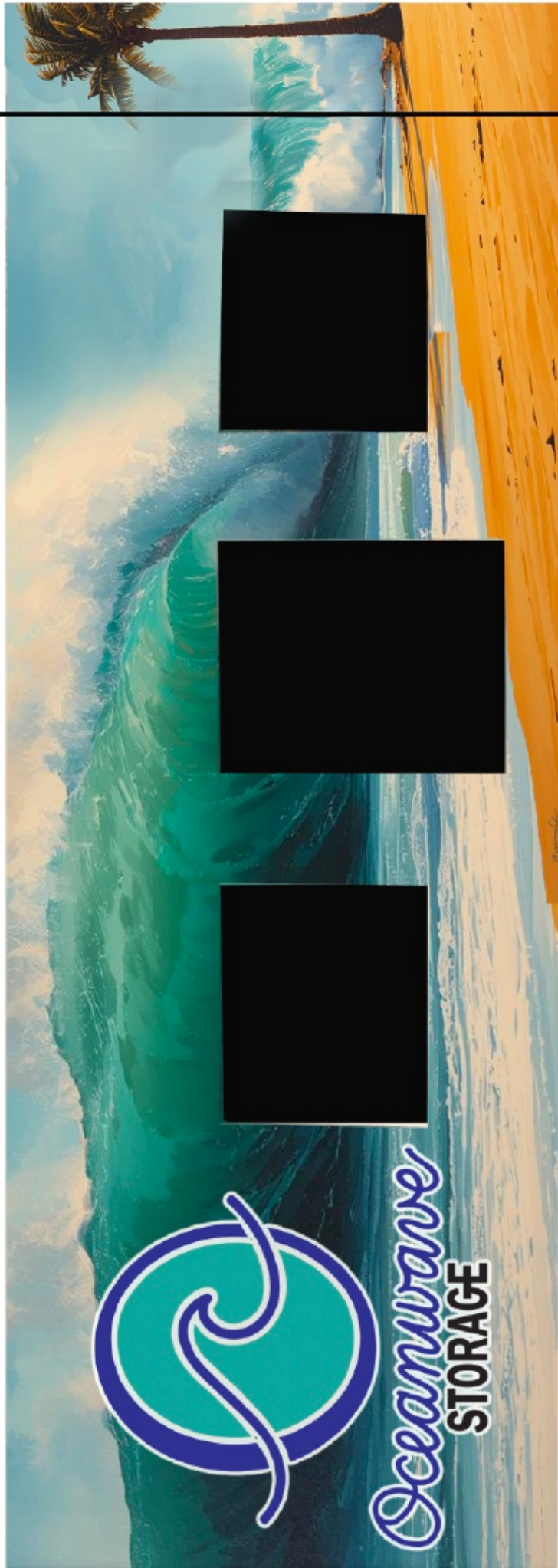
CASH CHECK ZELLE VENMO CARD

Sign (Client) _____

Sign (Artist) Summer DeSalvo

Date 9/3/25

SIDE WALL





STORAGE



Other Proposals


- Nova Studios
- Juvy Studios



Estimate

DATE: August 12, 2025
 Phone 407-591-0486
 novastudiosfl@gmail.com

TO: Amy Dvorak

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
QTY	DESCRIPTION	PRIC E per SQ/ FT	LINE TOTAL
	Cocoa Beach FL, 32931 650 sq/ft Wave Design on exterior wall including "Oceanwave Storage " including commercial Logo 	\$20 x Sq/ft	\$13,000
	20 sq/ft (simple design solid 2-d design) 35sq/ft (realistic wave design)	-- \$30 x sq/ft	\$ 19,500

	Materials/ a	n/	
			SUBTOTAL \$n/a
			SALES TAX n/a
			TOTAL n/a

Thank you for your business!



Muralist

32168

Thumbtack > See more pros > Juvy Studios LLC - Murals & Signs



Juvy Studios LLC - Murals & Signs

Exceptional 5.0 ★ (5)
Exceptional 5.0 (5)

Share

About Services Photos Reviews Credentials

About

Hey I'm Juvy! Visual artist, illustrator, graphic designer, and public artist. I run a one person creative studio dedicated to hand-painted signs & murals. My mission is to create unique and beautiful works of art that enrich the spaces where people live, work, and play. Essentially brightening lives one mural at a time! I treat every project as if it were my own, and give it 110%. Each artwork is one of a kind from your idea or sketch into a painted masterpiece. My average mural rate is \$20 per square foot, but projects vary on complexity and type of wall surface. Contact me today for a free quote.

Overview

- Hired 2 times
- Serves Cocoa Beach, FL
- Background checked
- 1 employee
- 1 year in business

Business hours

This pro hasn't listed their business hours.

\$50/On-site estimate

Latest message:

You: Thank you for the response. However, we will be going with another...

Message pro

How was working with this pro?



Terrible Poor Average Good Excellent

Selection of Chosen Muralist

The Commercial Visual Improvement Grant application for the proposed artistic mural includes a proposal from our selected muralist, chosen for their unique alignment with the project's requirements. The mural demands specialized artistic skills, a distinct creative vision, and proven experience in large-scale public art installations. After a thorough evaluation process, we selected this muralist because their expertise, portfolio, and collaborative approach best match the aesthetic and community objectives outlined by the Cocoa Beach Community Redevelopment Agency.

We contacted two other muralists to obtain additional proposals. However, their quotes were significantly more expensive, and they showed less willingness to collaborate on refining the mural concept to align with the project's cultural and visual goals. This prompted us to continue our search until we found our chosen muralist, whose demonstrated history of creating high-quality murals in similar contexts, combined with their cooperative spirit and competitive pricing, made them the ideal candidate. Their style and vision perfectly reflect the community's aspirations for this project.

We believe the selected muralist offers the best value and outcome for the project, delivering artistic excellence while meeting the goals of the grant program.

Schedule of Project Improvement

We anticipate starting the mural project in mid-November, or as soon as our grant request is approved. The artist estimates that this project will take three days of good weather to complete.

ATTACHMENT "5"

CVIP Real Property Owner Consent

STATE OF FLORIDA
COUNTY OF BREVARD

I, Daniel Dvorak, owner and/or authorized representative of 124 50-land LLC, also commonly known as 124 50-land hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Oceanwave Storage, the tenant and/or business owner.

I also hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

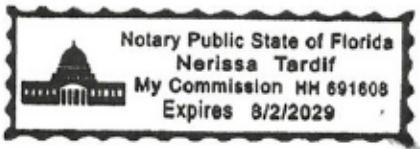
DATE this 11 day of September 2025 Authorized Signature: [Signature]

The foregoing instrument was acknowledged before me via physical presence or online notarization this 11th day of September 2025 by Nerissa Tardif (name of person acknowledging).

Personally Known OR Produced Identification
Type of Identification Produced

NOTARY SEAL:
Nerissa Tardif
Notary Public, State of Florida

My commission expires: 08/02/2029



CITY OF COCOA BEACH
2 SOUTH ORLANDO AVENUE
P.O. BOX 322430
COCOA BEACH, FL32932

BUSINESS TAX RECEIPT

Expires: September 30, 2026



Business Name : Oceanwave Storage LLC

Location addr : 124 ORLANDO AV S

Lic Nbr/Class : BTR-25-346

Issue date : September 8, 2025

Lic Fee : \$83.50

Total : \$93.50

Category : Real Estate

Comments :

State License : N/A

Oceanwave Storage LLC
1625 Yount Dr
Merritt Island, FL 32952

*Upon a change of ownership or location, Business
Tax Receipt should be transferred within 10 days.*
Development Services Department
321.868.3358

Official document, display business tax receipt in a conspicuous place

2

+This instrument prepared by
and please return to:

Edward L. Stahley, Esq.
150-D Fortenberry Road
Merritt Island, FL 32952

Property Appraiser's Parcel
I.D. No.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed the 15th day of
FEBRUARY, 2024, between DANIEL J. DVORAK and AMY
M. DVORAK as Co-Trustees of the DVORAK FAMILY TRUST DATED APRIL 20,
2005, whose address is 1625 Yount Drive, Merritt Island, FL 32952,
first party, to 124 S ORLANDO LLC, a Florida Limited Liability
Company, whose address is 1625 Yount Drive, Merritt Island, FL
32952, second party.

(Wherever used herein the terms "first party" and "second
party" include all the parties to this instrument and the
heirs, legal representatives, and assigns of individuals,
and the successors and assigns of corporations, wherever
the context so admits or requires.)

WITNESSETH, That the first party, for and in consideration of
the sum of TEN (\$10.00) DOLLARS, in hand paid by the second
parties, the receipt whereof is hereby acknowledged, does hereby
remise, release, and quit claim unto the second party forever, all
the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of
land, situate, lying and being in the County of BREVARD, State of
Florida, to-wit:

Lot Three (3), Block Thirty-four (34), COCOA
BEACH, according to the Plat of said
subdivision, recorded in Plat Book 3, Page 54,
Public Records of Brevard County, Florida.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS
DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF
ANY TITLE SEARCH OR TITLE INFORMATION.

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

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Oceanwave Storage LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u> S </u> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 1625 Yount Dr	Requester's name and address (optional)
	6 City, state, and ZIP code Merritt Island, FL 32952	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
OR									
Employer identification number									
3	9	-	2	3	5	6	6	8	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 9/8/25
------------------	------------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT made the 1 day of October, 2017 (the "Effective Date"), by and between [redacted] whose mailing address is [redacted] Orlando Ave., Cocoa Beach, FL 32931, ("Landlord"), and Land and Sea Surf, LLC a Florida Limited Liability Company, joined by Jesse Aaron Hunter whose mailing address is 205 2nd Street N #101 Cocoa Beach FL 32931 And Cheyne James Dean 746 S Orlando Ave #604 Cocoa Beach FL 32931 ("Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, conditions and covenants set forth below.

NOW, THEREFORE, in consideration of the rents hereinafter reserved and all of the terms, conditions, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. **DEMISED PREMISES**: Landlord hereby rents and demises to Tenant, and Tenant hereby hires, leases and takes from Landlord the ground floor of the building situated at and on that certain real property situated in Brevard County, Florida, with a street address of 350 N Orlando Ave., Cocoa Beach, FL 32931 ("demised premises" or "leased premises"), being a certain portion (but not all) of the property legally described as:

Lot 7, Block 104, Cocoa Beach, according to the Plat thereof, recorded in Plat Book 9, Page 18 Public Records of Brevard County, Florida.

2. **COMMENCEMENT DATE**: July 1, 2020 (the "Commencement Date").

3. **TERM**: The term of this Lease shall be for one (5) year term commencing on the Commencement Date.

4. **RENTAL**:

a. **Rental Payment**: Tenant agrees to pay to Landlord for the rental of the demised premises, in advance, without set off or deduction, at the address of the Landlord set forth herein, or at such other place as the Landlord may from time to time designate in writing, the following sums:

(1) The base rent payments shall commence July 1, 2020 being the Commencement Date. In the five (5) year term of this lease, the rent shall be in the amount of \$3,500.00 per month annualized in the amount of FORTY TWO THOUSAND

AND NO/100TH DOLLARS (\$42,000.00) which shall be referred to as the "Base Monthly Rent." The Base Monthly Rent, plus sales tax (which shall be Tenant's sole responsibility and currently State of Florida sales tax is 0% per month, plus Brevard County's additional sales tax currently 0% and these figures will change from time to time in accordance with County and State of Florida Sales Tax Rates), shall be payable to Landlord and to the State of Florida on or before the 5th day of each month, in the amount set forth below:

Base Monthly Rent	\$ 2,500.00
Sales tax (0%)	\$ 0
Monthly CAM (estimated)	700.00
Total	\$ 4200.00

Commencing 01/01/2021, Base Monthly Rent will escalate by three percent (3%) annually as set forth in paragraph 5, Rent Escalation, below .

(2) Tenant shall pay Landlord the sum of TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS (\$2,500.00) as a security deposit simultaneous with execution of this Lease, to be held as a non-interest-bearing security deposit for the full and faithful performance at each and every provision of this lease by Tenant, his employees, agents, guests or invitees. Said security deposit shall be returned to Tenant, without interest, upon proper expiration of this lease and delivery of possession of the Premises to the Landlord in a clean and like condition as when received, normal wear and tear excepted. In the event that Landlord finds it necessary to assess any charge against the security deposit, the Tenant shall be entitled to receive written notice of the amount and reason for such charges. Tenant understands that if there are damages beyond reasonable wear and tear, its liability is not limited to the amount of the security deposit. It is further understood that under no circumstances is this security deposit to be used for, or considered to be part of, any rent due. Upon the expiration of this Lease, or any extension thereof, if the option to renew is not exercised, the security deposit without interest shall be refunded to Tenant within thirty (30) days from final lease termination date.

(3) Tenant will pay the rent herein reserved at the times and in the manner aforesaid, and should said rent herein provided at any time remain due and unpaid for a period of five (5) days after same shall become due, Landlord may impose and collect a late charge of Ten (10%) percent of that portion of the payment which remains past due. If said rent continues to be unpaid beyond said five-day period, Landlord may, at Landlord's option, exercise Landlord's rights provided herein, in addition to any other remedies afforded Lessor by law.

(4) The parties hereto agree that this Lease is intended to be a triple-net lease wherein Tenant agrees to pay monthly its pro rata share all real estate taxes, insurance (as supplied by Landlord) based upon the percentage of the total square footage occupied by tenant as described herein. (described in 4.a.(3), 4.a.(4), 4.a.(5) and 4.a.(6) below), and maintenance on the property including but not limited to plumbing, electrical, HVAC (heating, ventilation and air conditioning), windows and doors, (“Additional Rent”) in addition to any normal fees that are expended under this Lease such as rent, sales tax, utilities, etc. Tenant shall further be 100% responsible to Landlord for any additional taxes and insurance and any other cost or increase in cost that the Landlord may incur due to tenant’s buildout.

(5) Tenant must, at its own expense during the Lease Period, keep all improvements, fixtures, equipment, and merchandise on the Leased Premises insured against loss or damage by fire or theft with extended coverage, if obtainable at a price not to exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per year. In addition to coverage for fire and theft, insurance will cover direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of not less than the full fair insurable value of the Leased premises and items insured. The insurance is to be carried by one or more insurance companies licensed to do business in Florida. The insurance policy or policies must name both Landlord and Tenant as named insureds. The policies must provide that any proceeds for loss or damage to buildings, structures, or improvements are payable solely to Landlord, who will use the sum for repair and restoration purposes. The policy or policies must also provide that any proceeds for loss or damage to fixtures, equipment or merchandise are payable solely to Tenant, who will use the sum to repair or replace the lost or damaged fixtures, equipment, or merchandise, to ensure Tenant's continued operation on the premises. The insurance policy or policies must name Landlord and Tenant as named insureds.

(6) **Liability Insurance.** Tenant, at its own expense, must provide and maintain in full force and effect during the lease term liability insurance in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy must cover Landlord as well as Tenant and must be with one or more insurance companies authorized to transact business in Florida and approved by Landlord. Proof of such insurance must be provided to Landlord, and Landlord must be named as a party to be notified in case of cancellation thereon.

(7) **Casualty Insurance.** Throughout the Lease Term, Tenant shall keep or cause to be kept insurance against loss or damage by fire, explosion, vandalism, malicious mischief, wind and all other hazards customarily included in an all-risk extended coverage insurance policy in an amount equal to the full replacement cost of the premises

and other related improvements. Tenant covenants that any proceeds from the aforementioned casualty insurance policy shall be used to rebuild or restore the Premises. The insurance policy or policies must name Landlord and Tenant as named insureds.

(8) **Remedy for Failure to Provide Insurance.** Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates when Landlord delivers possession to Tenant or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to immediate reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest to accrue thereon at the rate of eighteen (18%) percent annually from the date of payment by Landlord until reimbursement in full.

5. **RENT ESCALATION.** Base Monthly Rent shall increase at the rate of three percent (3%) per year.

6. **RENT DEFAULT:** If any sum of rent due under the terms of this Lease is not paid within five (5) days after its due date, the provisions of paragraph 17, **DEFAULT** set forth below shall apply.

7. **ALTERATIONS, REPAIRS AND MAINTENANCE.**

a. Except as provided herein, no alterations or additions shall at any time be made by Tenant without Landlord's prior consent, which consent shall not be unreasonably withheld. If Landlord shall give its consent, all work, repairs, and alterations made by Tenant shall be done in a good and workmanlike manner and in compliance with any applicable governmental rule and regulations and the costs thereof shall be paid by Tenant in cash or the equivalent, so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises. All work must be performed by licensed and insured contractors. Except as otherwise provided herein, any alterations shall immediately become the property of the Landlord subject only to the use of same by Tenant during the terms of this Lease. All Lease Hold improvements equipment shall remain the property of Tenant, subject to any liens or encumbrances thereof

b. Tenant shall not commit or suffer to be committed any waste or nuisance upon the leasehold premises.

c. Nothing contained in this agreement shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the demised

premises or upon or in the building or improvements thereof; it being agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made to the demised premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Landlord nor the demised premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work or material furnished to the demised premises or any part thereof. Tenant shall upon request of Landlord deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this paragraph. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material to the premises and building or any part thereof. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or any building or improvement thereof, or against Landlord, (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within fifteen (15) days after the date of filing thereof, cause the same to be canceled and discharged of record, or furnish Landlord with a surety bond issued by a surety company reasonably satisfactory to Landlord, protecting Landlord from any loss because of nonpayment of such lien claim, and further, shall indemnify and save harmless the Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney fees, resulting thereupon or by reason thereof.

d. Tenant will not permit any mechanic's lien or liens to be placed on either the premises, equipment or improvements on the premises. If a mechanic's lien is filed on the premises, equipment, or on improvements to the premises, Tenant will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises (including expenses and interest incurred in such amounts) will be due from Tenant to Landlord. Such amount must be repaid to Landlord immediately upon rendition of written notice, along with interest at eighteen (18%) percent annually until repaid in full.

e. Landlord's interest in the premises is not subject to mechanics' liens for improvements made or contracted for by Tenant. Tenant must give written notification of this lease provision to all contractors making any improvements on the premises, including the initial build out.

f. Tenant agrees to make the improvements in Schedule I (attached). (Schedule I is list of improvements by Tom of Lifestyle Builders)

8. USE OF PREMISES. Tenant shall use the premises as a retail apparel,

accessories, surf sale of related merchandise. Tenant agrees not to sell or rent stand up paddleboards, windsurf boards, kite boards, kites, foils, kayaks and hard goods and accessories related to the sports of stand up paddleboarding, kiteboarding, foiling, kayaking and windsurfing. Tenant also agrees not to rent surf boards, boogie boards, paddle boards, paddles, kayaks or bicycles. Tenant agrees not to sell paddle board eco tours.

9. INDEMNITY AND LIABILITY INSURANCE: Tenant agrees to and does hereby indemnify and save Landlord harmless against any and all claims and demands, and the defense thereof, arising from the conduct or management of the business conducted by Tenant in the demised premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this agreement or from any act or negligence of Tenant, its agents, contractors, servants and employees, in or about the demised premises. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

10. NO WAIVER. No delay or omission of the exercise of any right by Landlord shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more failures to enforce any covenant, term or condition of this agreement by Landlord shall not be deemed waived or varied because of Landlord's failure or delay in taking advantage of any default, and Landlord's acceptance of any payment from Tenant with knowledge of any default shall not constitute a waiver of Landlord's rights to respect to such default or any other requirement of this agreement. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to Landlord.

11. END OF TERM. Upon the termination of this agreement, Tenant shall quit and surrender to Landlord the demised premises, "broom clean" in good order and condition (as applicable to improvements, if any), ordinary wear and damage by the elements excepted. Tenant shall surrender all keys, codes, and other access devices for the rented premises to Landlord at the place then fixed for payment of the rent. Tenant shall remove all property of Tenant as directed by Landlord and failing so to do, Landlord may cause all of the said property to be removed at the expense of Tenant and stored in a storage warehouse or facility and Tenant hereby agrees to pay all costs and expense thereby incurred. Tenant's obligations to observe or perform this covenant shall survive the termination of the terms of this agreement.

12. RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as constituting the Landlord to be a partner of Tenant in the, conduct of Tenant's business, or as creating the relationship of principal and agent or joint venture between the parties hereto, it being the intention of

the parties hereto that the relationship between them is and shall at all times during the term of this agreement be and remain that of Landlord and Tenant only.

13. TENANT'S SIGNS: Tenant shall have the right to maintain signs on the demised premises. The signs shall conform in every way with the rules and regulations of the building department having jurisdiction and with any law or ordinance of the state, county, and municipality (if applicable), and Tenant agrees to and does hereby indemnify and hold Landlord harmless from all claims by reason of the maintenance of the signs. Tenant shall be responsible for obtaining signage approvals. No sign shall be erected without first obtaining the written consent of Landlord as to design, materials and placement.

14. UTILITIES: Tenant shall be responsible for paying all charges assessed for utilities provided to the subject premises and for the payment of all deposits which may be required by the various providers of utilities. Tenant shall inform the utility providers that Tenant is the responsible party for utility payments no later than the Commencement Date. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, gas, electric current for light and power, telephone, sewerage, or any other service.

15. DAMAGES BY FIRE OR CASUALTY AND HAZARD INSURANCE:

a. If the premises are damaged by fire or other insured casualty to the extent of less than one-half ($\frac{1}{2}$) of the replacement value thereof, and the same did not occur through any act or failure to act on the part of Tenant, this Lease shall remain in full force and effect, and the Landlord shall promptly repair such damage, and in that event, there shall be a proportionate abatement of rent for so much of the premises as may be untenable during the period of repair or restoration. If the premises are damaged by fire or other casualty to the extent of more than one-half ($\frac{1}{2}$) of the replacement value thereof, or if such damage is due to any act or failure to act on the part of Tenant, this lease shall terminate at the option of Landlord upon written notice given within thirty (30) days after such occurrence. If this option is not exercised by Landlord, then this Lease shall continue in full force and effect, and the Landlord shall promptly repair such damage at its expense, and in that event, there shall be a proportionate abatement of rent for so much of the premises as may be untenable during the period of restoration.

b. Tenant shall be responsible for providing fire, flood, windstorm, and extended perils casualty insurance coverage on the building improvements and furnishings, naming Landlord as an additional insured and as discussed in paragraph 4, Rental, above.

16. ACCESS TO PREMISES/LANDLORD'S EASEMENT: Landlord expressly

reserves for itself and its representatives the following rights:

a. Landlord should have to give 5 day notice in writing unless and emergency to enter the demised premises at reasonable times and without unreasonable interference with Tenant's business to examine or make such repairs, additions, or alterations as it may deem necessary for the safety, improvement or preservation thereof, of the building;

b. To enter the demised premises for the purpose of exhibiting the premises to prospective purchases or tenants within one (1) month of the expiration or sooner termination of the Lease;

c. To enter and decorate, remodel, repair, alter or otherwise prepare the premises for occupancy during or after the time Tenant abandons or vacates the premises or otherwise defaults hereunder.

17. DEFAULT:

a. Landlord lawfully may, at its option, immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and the Landlord may immediately, or at any time thereafter, re-enter and resume possession of the premises and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity or by force or otherwise, without being liable for prosecution or any damages therefor, if any of the following events shall occur (notwithstanding any waiver of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance).

(1) Tenant shall default in the payment of any rent or other payments required of Tenant, or any part thereof, and if such default shall continue for five (5) days after the payment shall be due;

(2) Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed; and if Tenant shall fail to cure said default within Ten (10) days after written notice of said default from Landlord;

(3) Any person shall levy upon, take, or attempt to take this leaseholder interest or any part thereof upon execution, attachment or other process of law;

(4) The premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of thirty continuous (30) or more days;

(5) This Lease or any interest herein shall by operation of law evolve

upon or pass to any person or persons other than Tenant; or

(6) There is a filing of any petition or adjudication in the bankruptcy or other debtor's proceeding by or against the Tenant or if a receiver is appointed.

b. If Tenant shall default as provided for herein, the Landlord may, instead of terminating the Lease, in the alternative, retake possession of the demised premises on the account of the Tenant. No such re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease. The Landlord may re-let the whole or any part of the premises for a period equal to, or greater or less than, the remainder of the term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to re-let the premises, or in the event of such reletting, for failure to collect the rent thereunder. In the event of the Landlord so taking possession for the account of the Tenant, the Landlord may receive the rent for said premises on such reletting, applying the same first to such expenses as the Landlord may be put to in re-entering and reletting the same and then to the payment of the rent due by these presents, and the balance, if any to be paid over to the Tenant, who shall remain liable for any deficiency. It is specifically agreed that among the expenses to which any rent collected by the Landlord for the account of Tenant may be applied are the following:

(1) Reasonable attorney fees, paralegal fees and costs incurred by the Landlord in recovering possession of the premise.

(2) All reasonable costs and charges for the clean-up and care of the premises.

(3) An amount equal to all expenses incurred by the Landlord in connection with the reletting of the premises or any part thereof; including broker's commissions, advertising expenses, and the cost of repairing, renovating or repairing the premises; all of which amounts of expense set forth in above, the Tenant agrees to pay to the Landlord and same shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs and charges shall have been incurred; and notwithstanding any retaking possession by Landlord for the account of Tenant, Tenant shall be and remain liable for the amount of all minimum rent, additional rent and other charges required to be paid by the Tenant under this Lease, less the rent, if any collected by the Landlord on reletting the premises.

18. **ATTORNEY FEES:** In the event any litigation arises as a result of this Lease, the prevailing party shall be entitled to collect all reasonable attorney fee, including paralegal

fees, and costs, and fees and costs for appellate proceedings.

19. LIEN FOR RENT: It is specifically agreed between the parties hereto that Landlord shall have a lien for rent and additional rent and any other monies payable under this agreement, upon all of Tenant's tangible and intangible property, including without limitation machinery, fixtures and equipment at any time located upon or about the leasehold premises. In this regard, this Lease shall also be considered as a security agreement under Article 9 the Uniform Commercial Code as adopted by the State of Florida.

20. HOLDOVER TENANT: If the tenant occupies the premises after expiration of the lease term then the tenant agrees to pay double monthly base rent until such time the tenant vacates. This paragraph shall not be considered as an extension to the lease and landlord shall have all remedies available at law to evict and collect money damages from the tenant as a holdover tenant.

21. TENANT'S EQUIPMENT: Subject to any liens thereon, Tenant shall have the right to remove from the premises at the end of the term of this Lease all equipment and fixtures which are owned by Tenant, provided, however, if Tenant is in default of the terms of this Lease, Tenant shall not remove any such equipment or fixtures until all of Tenant's obligations under this Lease and the Landlord's lien has been fully satisfied.

22. NOTICES: All notices to be given under the terms of this agreement shall be in writing and shall either be served personally by process server or sent by prepaid, certified or registered mail to the address of the parties set out above.

23. CAPTIONS: The paragraph captions contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs and are in no way to be construed as a part of this agreement.

24. DEFINITIONS: Words of any gender used in this agreement shall be held to include any other gender. Words in the singular shall be held to include the plural when the sense requires.

25. EXCULPATION: Tenant agrees that Tenant shall look solely to Landlord's interest in the property on which the demised premises are located for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or order.

26. INSURANCE AND DAMAGE TO TENANT'S PROPERTY: All personal property placed or stored in the premises shall be at the risk of the Tenant or the owner thereof, and Tenant assumes all risks of any damage to Tenant's property that may occur

by reason of water or the bursting, obstruction or leaking of any pipes or wastewater about said premises, or from any act of negligence of any co-tenant or other occupants or visitors of or onto the building of which the premises be a part, or of any other person, fire or hurricane, or other act of God, or from any cause whatsoever. Tenant, for its own protection may carry insurance on the personal property owned by Tenant but, in any event, Landlord shall have no obligation to Tenant in this regard.

27. ENTIRE AGREEMENT: This agreement contains the entire and only agreement between the parties concerning the demised premises and no prior oral or written statements or representations, if any, of any party hereto or any representative, of any party hereto, not contained in this instrument, shall have any force or effect other than the option contract mentioned herein. This agreement shall not be modified in any way except in writing executed by Landlord and Tenant.

28. SUCCESSORS IN INTEREST: All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, legal and personal representatives, successors and assigns. In the event Landlord or any successor owner of the demised premises shall convey or otherwise dispose of the demised premises, all liabilities and obligations of Landlord or such successor-owner as Landlord under this agreement shall terminate upon such conveyance or disposal and written notice thereof to Tenant.

29. SUBORDINATION: Tenant agrees that this agreement shall, at Landlord's option, at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by Landlord and Tenant agrees, upon demand and without cost, to execute such instruments as may be required to further effectuate such subordination.

30. RECORDING: This Lease shall not be recorded in the public records of any county.

31. RESTRICTIONS: Tenant agrees to comply with any and all declarations, bylaws, rules, regulations, and other restrictive or governing documents appurtenant to the rental premises. Tenant agrees that it has been provided copies of same and is solely responsible for compliance with same.

32. GOVERNING LAW, VENUE, FORUM: The laws of the State of Florida shall govern this Lease. Venue for all legal proceedings concerning this Lease shall be in the Eighteenth Judicial Circuit Court in Brevard County, Florida. This Lease shall not be construed either for or against Tenant or Landlord, but shall be construed in accordance with the general tenor of the language to reach a fair and equitable result.

33. EMINENT DOMAIN: If the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi -public use or purpose (or

sold to such an authority pursuant to a threat of such taking), and the taking or sale shall render the Property untenable to Tenant's purpose, this Lease shall terminate on the date possession is delivered to the condemning authority. Tenant will be responsible for all of the rent as heretofore set forth to the date of such taking or purchase, after which date the rent herein reserved shall be reduced proportionately as the usable area of the remaining leased space on the Property compares to the usable area of the leased space before such taking or purchase. In no event shall Tenant have any claim to any award made as a result of a condemnation, taking, or sale in lieu of condemnation, nor shall Tenant have any claim against Landlord for the value of any unexpired Term of this Lease.

34. RADON GAS: Radon gas 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 public health unit._

35. HAZARDOUS MATERIALS:

a. By the term "Hazardous Materials," it is meant:

(1) "Hazardous Materials" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and otherwise amended from time to time and interpreted in regulations issued thereunder;

(2) "Hazardous Waste" as that term is defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time and interpreted in the regulations issued thereunder;

(3) "Chemical Substance" as that term is defined in the Toxic Substances Control Act, as amended from time to time and interpreted in regulations issued thereunder, specifically including, without limitation, polychlorinated biphenyls; and

(4) Any other material whose nature and/or quantity of existence, use, manufacture or effect renders it subject to Federal, state or local laws or regulation, investigation, remediation or removal.

b. In the event Hazardous Materials, including, but not limited to asbestos, are discovered on or about the leased premises (and the presence of Hazardous Materials on the leased premises were not caused by the Tenant) and Tenant reasonably determines that the presence of such Hazardous Materials and/or any remedial actions taken with

respect to such Hazardous Materials will materially interfere with Tenant's use and enjoyment of the leased premises or present a potential health hazard to persons using the leased premises. Tenant may terminate this Lease effective upon the date specified in a written notice from Tenant to Landlord. The foregoing right of termination shall be Tenant's exclusive remedy against Landlord with respect to such Hazardous Materials; provided, however, that nothing contained herein shall diminish or impair the obligations of Landlord under Subparagraph (d) below.

c. Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's personal representatives, successors and assigns, from and against any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, custodial action requirements, enforcement actions of any kind, which may be asserted against Landlord, and all costs and expenses incurred in connection therewith, arising out of the presence or suspected presence on or under the leased premises of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under, or from the leased premises, which condition exists during the term of this Lease, as the same may be extended, and which are (1) caused by Tenant; or (2) any activity carried on or undertaken on or off the leased premises during the term of this Lease, as the same may be extended, whether by Tenant or any employees, agents, contractors or subcontractors of Tenant, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials located in, on, or under the leased premises.

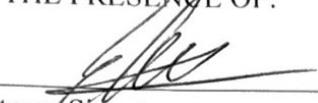
d. Landlord agrees to indemnify, defend and hold harmless Tenant, Tenant's personal representatives, successors and assigns, from and against any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, which may be asserted against Tenant, and all costs and expenses incurred in connection therewith, arising out of (1) the present or suspected presence on or under the leased premises of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the leased premises, **which condition exists during the term of this Lease, as the same may be extended, and which are caused by Landlord;** or (2) any activity carried on or undertaken on or off the leased premises during the term of this Lease, as the same may be extended, whether by Landlord or all employees, agents, contractors or subcontractors of Landlord, in connection with the handling, treatment, removal, storage, decontamination, clean up, transport or dispense of any Hazardous Materials located in, on, or under the leased premises.

e. The provisions of this Section shall survive the termination of this Lease.

36. **AUTHORITY.** If Tenant is a corporation or limited liability company or other organization, it shall provide minutes of the meeting authorizing Tenant to enter into this Lease Agreement with Landlord prior to moving into the leased premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness Signature

Edward Herrera


Print Witness Name



Witness Signature

JAN GIBBS

Print Witness Name



Witness Signature

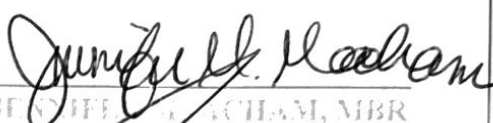
Gabe Larracas


Print Witness Name

Witness Signature

Print Witness Name
GUARANTY

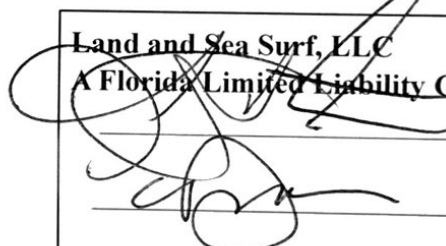
LANDLORD:

4TEAM XYZ, LLC
By 

JENNIFER MEACHAM, MBR
By 

JONATHAN MEACHAM, MBR

TENANT:

Land and Sea Surf, LLC
A Florida Limited Liability Company


By: Jesse Aaron Hunter (President) and
By Cheyne James Dean (VP)

FOR GOOD CONSIDERATION, and as an inducement for TEAM XYZ, LLC ("Landlord"), to enter into that certain Commercial Lease Agreement with Land and Sea Surf, LLC a Florida Limited Liability Company ("Tenant"), it is hereby agreed that the undersigned Jesse Aaron Hunter And Cheyne James Dean ("Guarantors") does hereby guaranty to Landlord the prompt, punctual and full payment of all monies now or hereinafter due Landlord from Tenant, and full compliance with all terms and conditions of that certain Commercial Lease Agreement entered into simultaneously with this Guaranty.

Until termination, this guaranty is limited to the performance by Tenant of that certain Commercial Lease Agreement and compliance with all terms and conditions thereof, as to amount, duration, and performance and shall remain in full force and effect until all terms and conditions of the Commercial Lease Agreement are performed in full for 30 months of on time payments.

The obligations of the undersigned shall be at the election of Landlord, shall be primary and not necessarily secondary to the Tenant under that Commercial Lease Agreement.

The guaranty hereunder shall be unconditional and absolute until all performance and sums secured by this guaranty are fully performed and paid.

DRIFT HOUSE
350 N ORLANDO AVE.
COCOA BEACH, FL

ID SECTION:
 18" DEEP FABRICATED ALUMINUM CABINET WITH INTERNAL ALUMINUM ANGLE FRAME CONSTRUCTION "DRIFT HOUSE" COPY AND LOGO SILHOUETTES COMPUTER ROUTED OUT OF 1/8" THICK ALUMINUM BACKGROUNDS
 ROUTED OPENINGS BACKED WITH 3/16" THICK TRANSLUCENT FLAT WHITE ACRYLIC
 ACRYLIC TO HAVE TRANSLUCENT APPLIED VINYL OVERLAYS

ILLUMINATION:
 ROUTED OUT SECTION IN ID CABINET BACK LIT WITH INTERNAL WHITE "LED" LIGHTING

MESSAGE UNIT:
 DISPLAY TO BE A SINGLE SIDED "WATCHFIRE" 2'x5' (VIEWABLE AREA) FULL COLOR, RGB LED DISPLAY TO HAVE ALUMINUM ANGLE BOX FRAME AND TO BE MOUNTED TO VERTICAL STEEL SUPPORT POLE

POLE COVER:
 DIMENSIONAL POLE COVER FABRICATED OUT OF 1/8" THICK ALUMINUM SHEET WITH INTERNAL ALUMINUM ANGLE FRAME WELDED CONSTRUCTION, PREPPED AND WRAPPED IN HIGHGRADE "CONTROLTAC" DIGITALLY PRINTED MULTICOLORED VINYL DECORATION

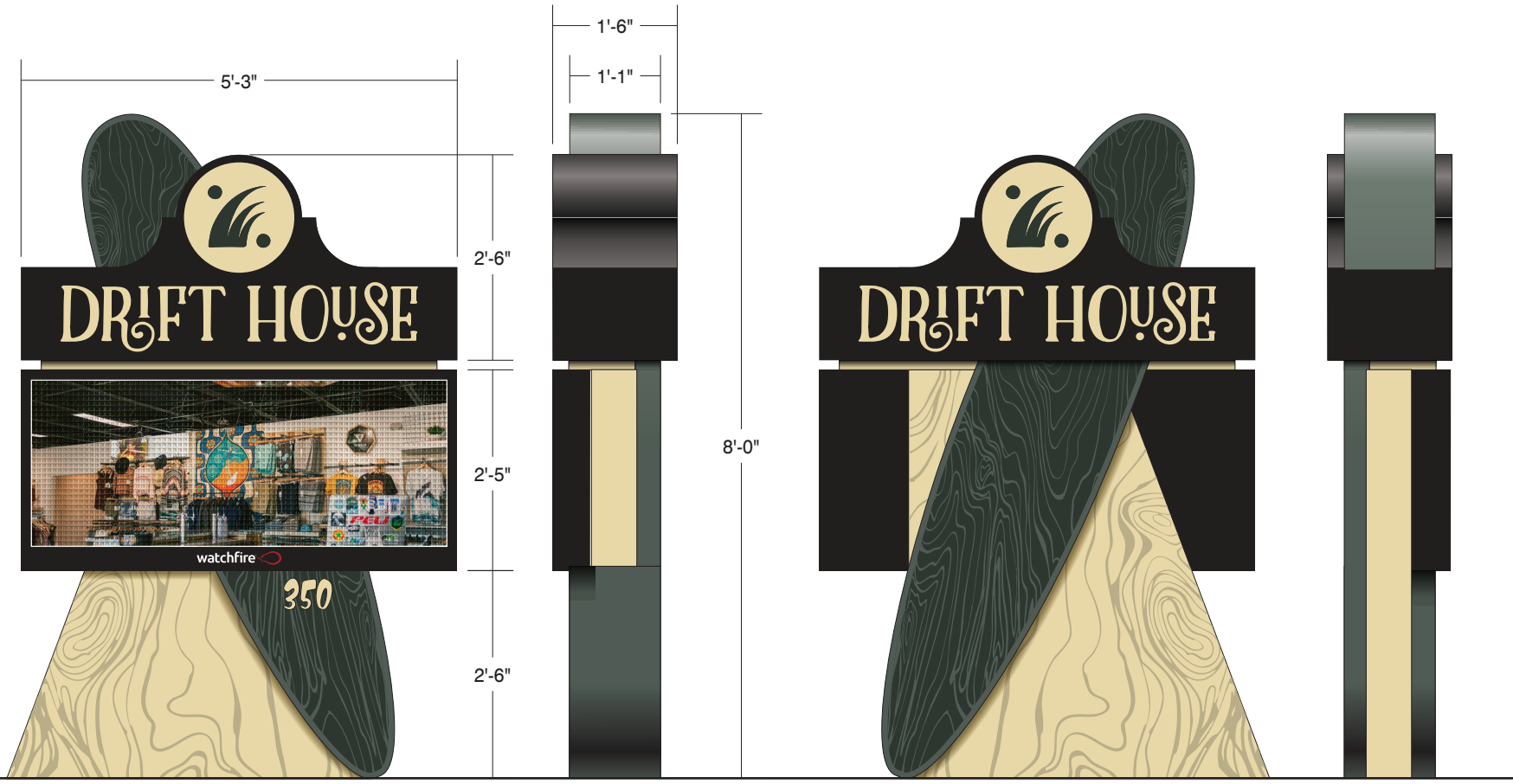
INSTALLATION:
 SIGN INSTALLED ON SINGLE VERTICAL STEEL SUPPORT POLE WITH DIRECT BURIAL CONCRETE FOUNDATION

NOTE: EXISTING SIGN SUPPORT STRUCTURE AND FOUNDATION TO BE REMOVED AND REPLACE WITH NEW SIGN, SUPPORT POLE AND FOUNDATION

IF EXISTING SUPPORT POLE AND FOUNDATION TO BE USED IF IN GOOD CONDITION



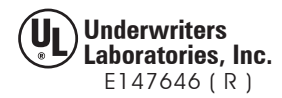
3M™ MCS™ Warranty



FRONT (NORTH FACING SIDE)

BACK (SOUTH FACING SIDE)

- BLACK SEMI-GLOSS (CABINET)
- DK. GREEN (BOARD) #2f3731
- ACCENT GRAIN (BOARD) #4f5b53
- IVORY (COVER) #e8d9a9
- ACCENT GRAIN (COVER) #baae88



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2675 Kirby Circle N.E. Palm Bay Fl., 32905 (321) 727-7324 FAX (321) 951-2466

CUSTOMER DRIFT HOUSE	DESIGN NO. 48297	CUSTOMER APPROVAL	DATE
SALES REP. AMANDA A.	DESIGNER WAYNE	SCALE AS SHOWN	DATE 9 - 26 - 25

www.Art-Kraft.com
 ArtKraftSigns

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Land and Sea Surf LLC DBA Drifthouse, herin referred to as GRANTEE and "Property Owner"; located at 350 N Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program consistent with the CRA Redevelopment Plan; and\

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The Property Owner, Land and Sea Surf LLC DBA Drifthouse, is the owner of the property located at 350 N Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-DC-104-7, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within that fiscal year, after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict

between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Twenty Five Thousand Dollars (\$ 25,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the

program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the property in the amount of any such Judgement.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, the venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or nation termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE’s completion of the Project, the City Manager may administratively extend the completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:	City of Cocoa Beach Downtown Community Redevelopment Agency Attn: City Manager 2 S Orlando Ave Cocoa Beach, Fl 32931
------	---

GRANTEE:	_____

Property Owner:	_____

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 20__.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida







DRIFT HOUSE

350















DRIFT
HOUSE

CLOTHING- SNEAKERS
& MORE IN STORE
OPEN 11-8

& MORE IN STORE
OPEN 11-8
STEAKERS





DRIFT HOUSE



EAST COAST CONSTRUCTION SD INC

819 N Atlantic Ave • Cocoa Beach, FL 32931-3168 • Phone: 7724131393
 License Number CBC1257979
 www.eastcoastconstructionsd.com

Team XYZ LLC Cheyne Dean
 Phone: 321-501-4804

Job Address:
 350 N Orlando Ave.
 Cocoa Beach, FL 32931

Print Date: 10-1-2025

DRIFT HOUSE FRONT OF BUILDING REMODEL

PROJECT INCLUDES ALL MATERIALS AND LABOR

PLEASE SEE BELOW OPTIONS ABOVE THE COST OF THIS PROPOSAL.

- 1) AZTEC FACADE: TO PROVIDE AND INSTALL A SOLD COLOR AZTEC FACADE ADD \$7,299.50 TO THIS PROPOSAL.
- 2) 316 POLISHED STAINLESS: TO PROVIDE AND INSTALL A 316 POLISHED STAINLESS CABLE RAILING ADD \$6,245.50 TO THIS PROPOSAL.

GENERAL CONDITIONS

Items	Description	Price
Building Permit	Building permit - Obtaining a building permit for your project. Includes all required inspections and Building department fees.	\$1,542.25
Port o John monthly rental fee	Port o John monthly rental fee Includes Delivery, Weekly Cleaning and Pick up. Location to be discussed and approved by Homeowner prior to delivery.	\$271.25
Dumpster Rental, Delivery and Tonnage Fees	Dumpster, Includes all applicable rent and dump fees. Includes Delivery, Pick-up, Transportation. Includes new mandatory assessed Tonnage fees Location to be discussed and approved by Homeowner prior to delivery.	\$1,395.00
Job Site Daily Cleaning	Jobsite Daily Cleaning Daily broom cleans and yard debris inspections will happen at the end of each work day. At the end of each day the jobsite will be inspected by the site project manager. (No Charge East Coast Will Cover The Cost)	\$0.00

GENERAL CONDITIONS Total: \$3,208.50

DEMO AND REPAIR FENCE PICKETS

Items	Description	Price
Demolition	Demolish/ Remove 1 Existing wood Facade 2-Damaged Fence Pickets	\$1,798.00
Fence	Provide and Install fence pickets at broken or damaged areas.	\$773.45

DEMO AND REPAIR FENCE PICKETS Total:

\$2,571.45

CONCRETE LIGHT POLE PADS

Items	Description	Price
Pole Light Footer Pads	Wind Proof Pole Light Footer Pads - Install rebar and pour new footers for new Light Poles.	\$6,682.50

CONCRETE LIGHT POLE PADS Total:

\$6,682.50

STUCCO

Items	Description	Price
Stucco	Stucco Installation. Includes all materials and labor. Match existing finish. 1 - Scratch coat or base coat. Install 3/8 Thick of the scratch coat. 2- Brown Coat. Install brown coat 3/8 Thick over the scratch coat. 3 - Finish Coat. Install the 1/8 Thick Finish Coat over the brown Coat.	\$8,525.00

STUCCO Total:

\$8,525.00

PAINTING

Items	Description	Price
Exterior Painting (Front and Fence)	Exterior Painting To Include. Front of Building and Fence. 1-Pressure Clean with anti-mold treatment whole front and fence (Included) 2- Caulk all Windows Doors and lights fixtures, Stucco Bands and Trim with Sherwin Williams Shermax Caulking. 3- Prime w/ Sherwin Williams Loxon Stucco Masonry Conditioner to prevent chalking and All Prime to wood surfaces to prep surface for final coats.	\$6,212.50

Items	Description	Price
	4- Apply 2 coats with Sherwin Williams Latitude Exterior Acrylic Latex Satin, spray, and backtroll.	
Paint Materials (Exterior)	Provide- Sherwin Williams Primer- Loxon/All prime Topcoat - Super Paint Satin Sher-Max Caulking And Misc prep materials.	\$1,702.68

PAINTING Total: \$7,915.18

ELECTRICAL

Items	Description	Price
Electrical Parking lot light pole	Provide and install 3 each 15ft in ground fiberglass black pole LED Black light top-with turtle safeguard Photocell-120VAC.	\$18,367.50
Electrical Install low voltage perimeter lights	Provide and install low voltage perimeter lights 50ft RGBW LED light strips and track. Low voltage dimmer and Low voltage driver 18/2 wiring.	\$18,290.00
6" LED color tunable WIFI light	Electrical - 6" LED color tunable WIFI light. Provide and American Lighting Uses Spectrum App on phone for control Fully dimmable Fully configurable to color	\$2,873.70
Lighting Hub	Install American lighting hub. Wireless hub to be used with LED lights.	\$798.25
Dusk/Dawn Timer Switch	Dusk/Dawn Timer Switch. Includes setup Lighting control.	\$399.13

ELECTRICAL Total: \$40,728.58

FLOORING PATCH

Items	Description	Price
Tile Flooring Patch	Flooring Patch up to 6 broken tiles.	\$928.45

FLOORING PATCH Total: \$928.45

RAILING

Items	Description	Price
Cable Railing	54 Linear Feet Cable Railing 2 separate railings consist of 2x2 square balusters and stainless-steel cables. Complete raw 6061 Aluminum frame. an 8" counter ledge with 1.5" broke and rounded ends all around for drinks or lounging.	\$14,139.97

RAILING Total: \$14,139.97

CUSTOMER DISCOUNT

Items	Description	Price
DISCOUNT 5% OFF FOR PREFERRED CUSTOMERS	EAST COAST CONSTRUCTION SD 5% OFF PROJECT DISCOUNT FOR PREFERRED CUSTOMERS.	-\$4,834.98

CUSTOMER DISCOUNT Total: **-\$4,834.98**

Total Price: \$79,864.65

WE THE UNDERSIGNED, have read, understand and agree to each of the provisions of this proposal. We also understand that a Renovation Contract will follow this Formal Proposal outlining the entire agreement, general conditions, specifications, allowances, finish schedule and payment draw schedule. The contract document will represent the entire agreement of both parties. This Formal Proposal will be attached to the Renovation Contract and incorporated into it as Exhibit A.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:





ESTIMATE

DW Building Solutions LLC
3201 Chica St
Cocoa, FL 32926-3774

daniel@advantage321.com
+1 (321) 302-0392



Bill to
Cheyne/Jesse
Drifthouse
350 N Atlantic Ave
Cocoa Beach, FL 32931

Ship to
Cheyne/Jesse
Drifthouse
350 N Atlantic Ave
Cocoa Beach, FL 32931

Estimate details

Estimate no.: 1017
Estimate date: 09/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Sales	Store front modifications or Repairs. *Replace Front wooden Tongue and Groove with a composite Maintenance free product. *Removal or Repair of planter box. *Repair and repaint fence on south side of parking lot. *Stucco repairs and repaint upper front area with Drifthouse sign. Customer to make paint selection. *Lighting allowance for store front. (\$3,000 allowance) *Install cable railing at edge of front walkway store entrance. **Any required permitting or paperwork will be at customer expense and will be a direct pass thru. Advantage Construction will support as needed for permitting or planning. ***Painting of Parapet upper store front area may require removal of Drifthouse signage, removal to be customer responsibility. ****Reconfiguring the south fence to a horizontal type and painting would be and additional \$3,600.	1	\$29,087.00	\$29,087.00
2.	Sales	Install two parking lot lights. This is an allowance, final price to be determined once final placement and quantity is determined.	1	\$7,500.00	\$7,500.00

*Provide and install LED Lights on 10' poles.

*Includes underground electrical from the existing post and concrete base or footings to support poles.

Total

\$36,587.00

Note to customer

This estimate is based on the information currently available and is subject to change upon further site evaluation and final project scope confirmation. Please contact us with any questions regarding the details of this proposal.

Accepted date

Accepted by

DOUBLE-SIDED MONUMENT

JOB SPECIFICATIONS:

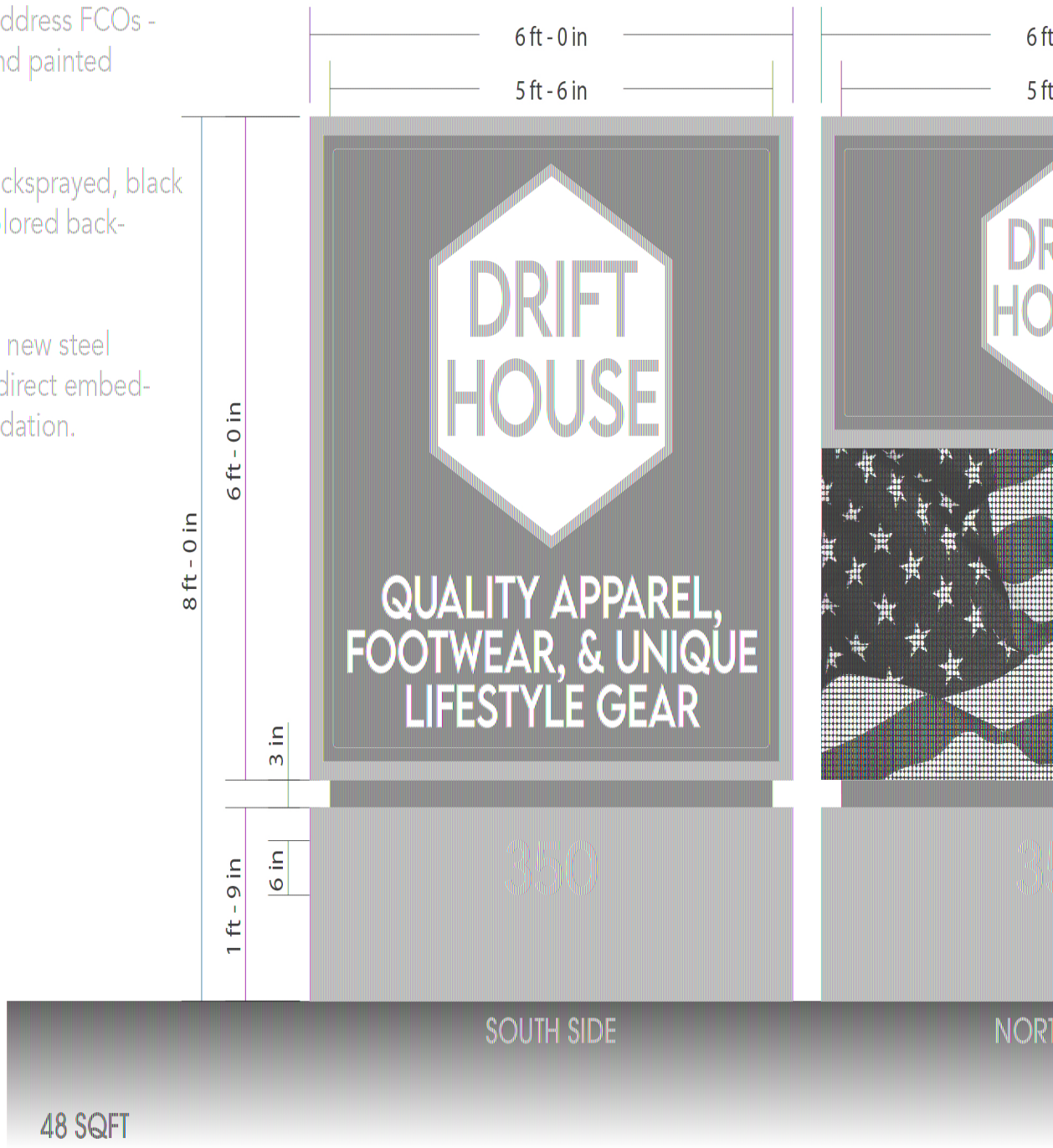
Remove existing sign. Cut support pole at grade and backfill with concrete.





Manufacture & install One (1) new monument sign with backsprayed (painted) pan-formed LED-illuminated main ID faces and a single-sided 6mm 3' X 8' EMC.

Fabricated aluminum base with 1/2" thick acrylic address FCOs - all to be primed and painted designated colors.

Pan faces to be backsprayed, black and white logo, colored background.

Install new sign on new steel support pole into direct embedded concrete foundation.



COLOR SCHEDULE	
	PAINT BLACK
	PAINT WHITE
	PAINT MP 9910 "OLIVACEOUS"
	PAINT SW 6150 "UNIVERSAL KHAKI"

48 SQFT

580 GUS HIPP BLVD. ROCKLEDGE, FL 32955 TEL: 321-636-5116 FAX: 321-636-0402

Customer: Drift House

Address: 350 N Orlando Ave., Cocoa Beach, FL 32931

Designer: REAGAN Sales: Marshall Date: 9-23-25

File Name: Drift House New Monument

kendalSIGNS
DESIGN • FABRICATION • INSTALLATION

SIGNAT

LISTED
MET
Complies with
UL 48



DESIGN • FABRICATION • INSTALLATION

PROPOSAL / CONTRACT

Customer: Drift House	Contact: Cheyne Dean
Billing: 350 N Orlando Ave, Cocoa Beach, FL 32931	Phone: (321)501-4804
Jobsite: 350 N Orlando Ave, Cocoa Beach, FL 32931	Email: cheyne@drifthouse.com
Project: Monument Sign w/ 6mm EMC Option A Backsprayed Faces	Date: 9/23/2025

SCOPE OF WORK:

Monument Sign w/ 6mm 3'x6' Electronic Message Center (EMC) \$26,570.00

Manufacture and install one (1) double sided, internally illuminated freestanding monument sign with single sided 6mm EMC on one side, 6'-0" x 6'-0", 36sf overall sign area, install at 8' overall sign height. Fabricated aluminum angle frame and skin construction, 3/16" pan formed clear acrylic faces with backsprayed (painted) graphics/copy, internally illuminated with white LED's. Sign base to be fabricated aluminum with 1/2" thick routed acrylic flat cut out (FCO) numbers "350" stud mounted flush to base. Electronic Message Center (EMC) to be single sided on North side of sign, borderless design (edge to edge) 3'-0" x 6'-0", 18sf active viewing area, 6mm pixel pitch, full color (RGB) LED's, 144x288 pixel matrix, 41,472 pixel count, wireless communication and cloud based software. All primed and painted acrylic polyurethane enamel. Install sign on new steel support pole in direct embedded concrete foundation. Includes hookup to existing (or new by other) electrical circuit within 6ft of sign if available at time of install. New sign location to be adjacent to existing sign location with 5ft setback from property line. Remove existing sign, haul off and dispose, cut support pole at grade and backfill with dirt, does not include excavation/removal or existing sign footer.

EMC Includes Five (5) Year Parts & Onsite Labor Warranty.

Bollards \$2,875.00

Manufacture and install two (2) concrete filled 6in aluminum bollards, 48" tall. Painted safety yellow. Install in direct embedded concrete footers on either side of new monument sign.

NOTES:

Sign electrical requirements 120-240v compatible, one (1) dedicated 20amp circuit for EMC (constant power), one (1) 20amp circuit for main ID LED illuminated portion to be connected to customer lighting timer or photo sensor. If new timer required to be supplied and installed by others. Includes hookup to existing electric or new supplied by others within 6ft of sign location if available at time of sign installation.

Permit acquisition \$350.00
 Engineering \$200.00
 Actual permit fee from the city or county billed at cost upon completion - TBD

3% fee applied to credit card transactions.

50% Deposit: \$16,028.08

Sales Tax: **\$2,061.15**

Total: \$32,056.15

RESPECTFULLY SUBMITTED BY: Marshall Stanton **E-MAIL:** marshall@kendalsigns.com

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center is subject to a 60% deposit. Balance due upon installation. Any payments not received in a timely manner by Kendal Signs, shall bear interest from the due date at the rate of 18% per annum, with a \$50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Client's failure to submit prompt final payment following installation as per plan shall constitute default. The client / buyer agrees to pay all cost in the event of default of payment by the client / buyer, including reasonable attorney's fees. The client / buyer hereby grants Kendal Signs the right of entry into and on the property of the client / buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage.

Notes: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon crew's arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (ex: coquina, rock, large roots, water, pipes, etc.) or fascia's (ex: steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and / or overall appearance. **Pricing is valid for 60 days from date listed on proposal.**

Product Warranty: Kendal Signs' standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE

PRINTED NAME

SIGNATURE

580 Gus Hipp Blvd., Rockledge, FL 32955

(321) 636-5116

www.kendalsigns.com



PROPOSAL

Art-Kraft Sign Company, Inc.

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIR. NE., PALM BAY, FL. 32905

WWW.ART-KRAFT.COM

PH: 321.727.7324

Proposal Submitted To

Job Name & Location

Contact Name

Date

Phone

Cell

Sales Rep

E-Mail

Designer

Design Number(s)

Project Number (IF APPLICABLE)

Invoicing Contact Name (IF APPLICABLE)

Invoicing Contact E-Mail (IF APPLICABLE)

P.O. Number (IF APPLICABLE)

Sub Total

Sales Tax ()

Tax Exempt FORM REQUIRED

Proposed Cost

EXPIRES 30 CALENDAR DAYS FROM RECEIPT UNLESS FULLY EXECUTED AND RETURNED TO AKS BY CLIENT. DOES NOT INCLUDE ANY "OPTION" OR "OPTIONAL" COSTS

Req. Deposit

Art-Kraft Sign Company, Inc. (AKS) ("Contractor") hereby proposes to furnish ALL labor and materials to complete in accordance with the below specifications for the total sum as shown above. Payment terms are as follows: The client shall provide a NON-REFUNDABLE deposit of (50%) of the total cost upfront upon signing this agreement. The remaining balance shall be paid in full at the time of completion of installation and/or prior to shipping of completed project/asset. Associated permit and engineering fees will be billed as extra at AKS cost PLUS cost to obtain. AKS liability for any claims arising from the service(s) provided shall be limited to the total amount paid by the client under this agreement. The Contractor shall not be liable for any indirect, incidental, or consequential damages. Art-Kraft Sign Company, Inc. ensures that its employees are fully covered by workers' compensation insurance as mandated by law."

For more information and complete terms/conditions, please visit WWW.ART-KRAFT.COM/TERMS

AKS Rep. Name

AKS Representative Signature x *Amanda Armstrong*

All Major Credit Cards Accepted

Subject to 3.5% Service Fee



PERMITTING AND ENGINEERING FEES BILLED AS EXTRA AT AKS COST PLUS COST TO OBTAIN

PRIMARY ELECTRICAL CONNECTION and/or PRIMARY ELECTRICAL PERMIT PROVIDED BY OTHERS.

Terms and Conditions: By signing this proposal form, the client agrees to enter into a legally binding contract with Art-Kraft Sign Company, Inc. ("Company") for the services described in this proposal. The client acknowledges that they have read, understood, and agreed to these terms and conditions. **Scope of Work:** Art-Kraft Sign Company, Inc. agrees to provide the product as shown on reflected drawing # and specified. **Payment Terms:** The client shall pay Art-Kraft Sign Company, Inc. the total cost as outlined in the payment schedule provided above. Cost does not include any additional unforeseen circumstances, site issues, remanufacturing (unless covered by warranty) extra trips to site, and any additional resources not outlined above. ALL ADDITIONAL COSTS NOT OUTLINED ABOVE WILL BE OUTLINED AND APPROVED PRIOR TO COMPLETION OF SCOPE AND BILLING. Proposed and Accepted cost subject to change due to economical impacts at anytime without notice. **INVOICED COST DUE AT TIME OF INSTALLATION. PERMIT FINAL INSPECTIONS DO NOT CONSTITUTE A DELAY. Intellectual Property:** All intellectual property rights, including copyrights and trademarks, associated with the work produced by Art-Kraft Sign Company, Inc. shall remain the sole property of the Company unless otherwise specified in writing. **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the project. This obligation shall continue even after the termination of the agreement. **Termination:** Either party may terminate the agreement in writing for any reason. In the event of termination, the client shall be responsible for paying for services rendered up to the termination date - COST TO TERMINATE WILL BE DETERMINED BY AKS. **Limitation of Liability:** Art-Kraft Sign Company, Inc.'s liability for any claims arising from the services provided shall be limited to the total amount paid by the client under this agreement. The Company shall not be liable for any indirect, incidental, or consequential damages. **Governing Law and Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the United States. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the 18th Judicial Circuit Courts located in Brevard County, FL. **Entire Agreement:** This proposal form, along with any attachments or addenda, constitutes the entire agreement between Art-Kraft Sign Company, Inc. and the client, superseding any prior agreements or understandings. **Digital Signature Disclaimer:** Art-Kraft Sign Company, Inc. acknowledges and accepts digital signatures in accordance with the Florida Uniform Electronic Transaction Act (F.S. 668.50-668.56). By providing a digital signature on any document related to this agreement, the signee agrees to the terms set forth at www.art-kraft.com/terms

Customer Signature

X
Type Full Name

DRIFT HOUSE @ 350 N. ORLANDO
AVE



**Community Redevelopment Agency (CRA)
Commercial Visual Improvement
Program Overview**

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

The City of Cocoa Beach established its Community Redevelopment Area (CRA) in 2009 to promote the revitalization and redevelopment of properties located within the CRA district in order to improve the economic and social conditions of the City of Cocoa Beach. In an effort to increase awareness, economic productivity, and aesthetics within Cocoa Beach, the City launched a grant program to assist property owners with making improvements to their commercial properties. The funds are dedicated to making improvements to commercial properties located in the CRA district.

PROGRAM DETAILS

- Designed to help reduce urban blight.
- Helps bring properties up to City code standards.
- Provides financial assistance for exterior improvements ONLY. (For example interior improvements are not eligible).
- Property improvements already completed or already begun are not eligible for reimbursement. Materials for the improvements already purchased are also not subject to reimbursement. Please wait until a grant is formally approved by the CRA Board before expending funds for which you wish reimbursement.
- Reimbursement of up to 50 percent of costs — up to a maximum CRA contribution of \$25,000 of a project's renovation/upgrade/construction costs.
- All applications provided to the CRA Administrator must be approved by the CRA Board for approval. Only completed applications, including all supporting documentation, will be accepted and presented to the CRA Board.
- Owner must pay for soft costs, (including architect, engineer, permitting, etc.) These costs are not reimbursable.
- CRA funding is available annually by fiscal year budget cycle. The city will begin accepting applications for this program on October 1st of each year. Applications for funding may be made only from October 1st to January 1st of each fiscal year. After January 1st, further applications for that fiscal year will no longer be accepted due to budget constraints and timing of project scope.
- Funds will be allocated at the sole reasonable discretion of the CRA Board. Only one grant award per property (based on Tax ID number) shall be allowed in any one fiscal year. Factors which shall be considered in the award of grants shall include, but not be limited to:
 - I) the order of requests (get your request in early);
 - II) availability of funds;
 - III) the impact of the improvement on the overall look of the CRA area; and
 - IV) whether grants have been previously awarded for that property in previous fiscal

years with the intent being to spread grants throughout the CRA properties and not to award additional grants for properties that have already received CRA grants to the detriment of grant applications submitted to benefit properties that have not already received CRA grants in previous fiscal years.

TIME FRAME:

- Application process takes approximately 30 calendar days once all necessary documents and materials are received from the applicant. Then the application will be presented to the CRA Board for final approval.
- Reimbursement of funds takes approximately 30 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, (“funding paperwork”) are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)
- Project must be completed and all funding paperwork presented and reimbursement requested and disbursed by September 1 of the same fiscal year as when approved.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff.

REQUIREMENTS:

- To be eligible, the property must be located within the Community Redevelopment Area. It also must be zoned TC-Town center or CR-Cottage Row.
- The property must be commercial (non-residential) or mixed-use. Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- The improvements must be visible from a street, or public right-of-way.
- The property, property owner and applicant must be free of all judgement liens and all mortgage and property tax obligations must be current.
- No residential uses are eligible for this program.
- Work must result in a combination of exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; landscaping improvements, stormwater improvements, and any external improvements required to bring a building/property up to code.
- All improvements must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA.
- Professional consulting services provided by General Contractors, Engineers, Architects, and Design Consultants must be licensed in the State of Florida, as applicable, but their fees are not reimbursable.
- Demolition of obsolete structures or signage improvements may be considered for funding when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not qualify unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties that are not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses not in compliance with current zoning ordinances of the City of Cocoa Beach.

APPLICANT/PROPERTY OWNER REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills, liens, or debts to the City of Cocoa Beach or the CRA.
- No currently active code enforcement cases against the property.
- Show proof of a current City of Cocoa Beach Business Tax Receipt for both the property owner and tenant, as applicable.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If a tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Board meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Receive CRA Board approval before beginning work. Costs for any work started prior to this approval will not be eligible for reimbursement.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. The CRA reserves the right to refuse payment for any change orders not authorized by the CRA Board prior to construction commencement or for any work not specifically approved by the CRA Board.
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- All documents signed by owner or tenant applicant. Corporate entity must show person has the authority to sign for the corporation.
- List of proposed improvements with estimated project costs.
- Notarized & signed CVIP Real Property Owner Consent form. (Landlord completes if property is not owned by the applicant).
- Copy of current City of Cocoa Beach Business Tax Receipt for property owner and tenant, as applicable.
- Copy of property owner's deed.
- If a tenant, lease with at least five years occupancy remaining.
- Landlord's current tenant list or leasing plan, if applicable.
- Completed W-9 form.
- All applicable contractor bids.

- High-quality “before” images of property from all sides/angles.
- High-quality images of renderings of proposed project.
- Three written contractor bids for all work being done or justification for why only one or two bids submitted.

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency

APPLICANT INFORMATION

Applicant's Name: CHEVNE DEAN

Applicant's Corporate Name: LAND AND SEA SURF, LLC DBA DRIFT HOUSE

Applicant's Business Address: 350 N. ORLANDO AVE COCOA BEACH FL 32931

Name of Business at Project Address: DRIFT HOUSE

City of Cocoa Beach Business Tax Receipt #: BTR-20-488

Federal Tax ID Number or Social Security #: 47-4497713

Applicant Phone #: 321 613 3240 Business Phone #: 321 613 4043

Applicant Email Address: CHEVNE@DRIFTHOUSE.COM

Is Applicant the property owner or a tenant proposing the façade improvements?

Owner or Tenant

PROPERTY INFORMATION

Property Owner's Name: TEAM XYZ, LLC

Property Owner's Mailing Address: 358 N. ORLANDO AVE COCOA BEACH FL 32931

Property Address: 350 N. ORLANDO AVE COCOA BEACH FL 32931

Alt Number(s): _____

Name of Tenant(s): LAND AND SEA SURF, LLC DBA DRIFT HOUSE

Lease Expiration Date: 7/1/2031 Option to Extend: Yes No How Long: _____ Years

Property Manager: OWNER/JENN Phone: 1205 4782689 Email _____

1. Is the proposed project located in the current CRA? Yes No

Total Applicant Funds: \$100,000 Total Anticipated Grant Request: \$25,000

1. Please provide a description of the Proposed Improvements. Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)

- ' NEW ROADSIDE SIGNAGE, UP TO CURRENT CODE WITH L.E.D. DISPLAY
- ' REPAIR + REPAINT BROKEN FENCING ALONG SOUTH SIDE OF PARKING LOT
- ' REMOVE / REPLACE CORRODED WOOD FACIA ON FRONT OF BUILDING WITH CORROSION RESISTANT OPTION
- ' ADD LIGHTING TO PARKING LOT

2. Please describe the extent to which the existing building or on-site improvements are substantially

WOOD ROT THROUGHOUT OUR ROAD SIGN WITH METAL PARTS RUSTED OUT, FENCING IS BROKEN AND FADED. STOREFRONT WOOD FACIA IS ROTTED AND FALLING OFF, AS WELL AS FADED FROM SUN AND SALT. BUILDING ROOF FACIA IS FADED AND SHOWS EXTREME WEAR/TEAR.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

LIKE MANY OF OUR NEIGHBORING LOCAL BUSINESSES, WE ARE NOT SEEING HUGE INCREASES IN INCOME TO DEVOTE TO THESE NECESSARY AND OVERDUE REPAIRS AND UPGRADES. OUR PROJECT ESTIMATES BETWEEN \$60 - 75K AND A CITY GRANT WOULD MAKE THIS MUCH MORE ATTAINABLE.

4. Please describe how you intend to maintain the improvements during the useful life of the

OUR SOLE FOCUS TO REPAIR AND IMPROVE THE FRONT OF OUR BUSINESS IS TO USE MAINTENANCE-FREE OPTIONS THAT ARE DESIGNED FOR USE IN OUR CORROSIVE ENVIRONMENT.

5. Current Number of Employees: Full-Time 7 Part-Time 3 Contract 0
 Number of Employees (Post Project Completion) Full-Time 7 Part-Time 3
 Contract 0

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
NEW ROADSIDE SIGN	BANK LOAN	\$ 28,000 - 33,000
REPAIR, REPAINT	BANK LOAN	\$ 32,000
		\$
		\$
		\$
		\$
		\$
Total Project Budget	\$ 65,000 BANK LOAN	\$ 65,000

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work or materials, which have been commenced or purchased prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started, or materials purchased, prior to the approval of the grant and the execution of the Agreement shall be the Applicant's responsibility and no funding will be granted towards that work or materials. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.


[Signature]
Signature of Applicant

9/8/25
Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me via physical presence or online notarization this 8 day of September, 2025, by Chaune Dean (name of person acknowledging).

Personally Known OR Produced Identification
Type of Identification Produced

 **Nicholas A. LaSpina Jr.**
Comm.: HH 706134
Expires: Aug. 7, 2029
Notary Public - State of Florida

[Signature]

ATTACHMENT "5"

CVIP Real Property Owner Consent

STATE OF FLORIDA
COUNTY OF BREVARD

I, Jennifer Meacham, owner and/or authorized representative of Team XYZ LLC, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Land and Sea Surf LLC the tenant and/or business owner.

I also hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive facade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the facade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 8th day of September. Authorized Signature: Jennifer M. Meacham

The foregoing instrument was acknowledged before me via physical presence [checked] or online notarization [] this 8 day of September, 2025, by Jennifer Meacham (name of person acknowledging).

Personally Known [] OR Produced Identification [checked]
Type of Identification Produced FL DRIVERS LICENSE

NOTARY SEAL:
[Signature]
Notary Public, State of Florida

Nicholas A. LaSpina Jr.
Comm.: HH 706134
Expires: Aug. 7, 2029
Notary Public - State of Florida

My commission expires: 08/07/29