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**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 34-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, INC. (VICTORIA PAONESSA) FOR THAT CERTAIN PROPERTY KNOWN AS THE “COAST GUARD AUXILIARY BUILDING”, 351 SW FLAGLER AVENUE, STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a lease agreement between the City and The Pelican Café, Inc. (Victoria Paonessa) for that certain property known as the “Coast Guard Auxiliary Building”, 351 SW Flagler Avenue, Stuart, Florida. A copy of lease agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 13th day of February, 2006.

Commissioner Hutchinson offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner Krauskopf and upon being put to a roll call vote, the vote was as follows:

**CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL J. MORTELL, COMMISSIONER**

YES	NO	ABSENT
✓		
✓		
✓		
		✓

ATTEST:

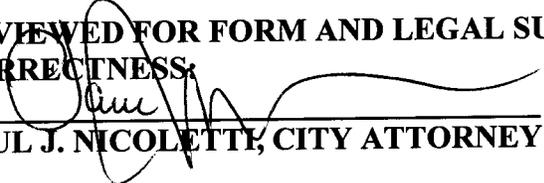


**CHERYL WHITE
CITY CLERK**

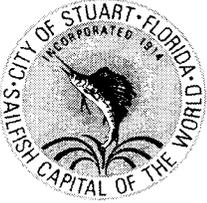


**CAROL S. WAXLER
MAYOR**

**REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:**



PAUL J. NICOLETTE, CITY ATTORNEY



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of April 1, 2006, by and between the City of Stuart, Florida, whose principal address is 121 South Flagler Avenue, Stuart, Florida 33494 its successors or assigns ("Landlord") and Pelican Café, Inc., 351 Flagler Avenue, Stuart, Florida, 34996, doing business as the "Pelican Cafe" ("Tenant").

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.01 Leased Premises: Landlord, for and in consideration of the covenants, conditions, agreements and stipulations contained in this lease agreement ("Lease") does hereby lease unto Tenant and Tenant does hereby take and hire from Landlord that certain building known as the "Coast Guard Auxiliary Building", 351 SW Flagler Avenue, Stuart, Florida, now existing ("Building") located at the northwesternmost end of Flagler Park ("Land") particularly described in **Exhibit "A"**, attached hereto. The Building and Land being leased hereunder are hereafter collectively referred to as the "Leased Premises."

1.02 Term: This Lease shall constitute a binding contract and agreement as of this date. The term, obligations to pay rent, rights to occupy and the other provisions concerning the Leased Premises, except where expressly stated otherwise, shall commence on the day and year the Leased Premises is first occupied by Tenant and shall continue for a period of five (5) years. This Lease may be renewed for one (1) additional five (5) year period at the option of the Tenant and one (1) additional five (5) year term provided both Tenant and Landlord mutually agree in writing.

1.03 Regulatory Approval: This Lease and Tenant's obligations hereunder are contingent upon Tenant obtaining such approvals, permits and consents as are legally required from those regulatory agencies, building permitting agencies or other bodies having jurisdiction over the Building. Tenant agrees to apply in good faith for such approvals, permits and consents within thirty (30) days hereof and to pursue the obtaining of such approvals, permits and consents with due diligence and good faith, and Landlord agrees to assist in connection therewith. In the event that Tenant does not obtain all such approvals, permits and consents within ninety (90) days and Tenant is not pursuing same, the Landlord may elect to terminate this lease and give notice thereof to Lessee within five (5) days thereafter.

ARTICLE II - RENT & MAINTENANCE

2.01 Rent:

A. Base Rent: Commencing one month after Tenant's certificate of occupancy is issued, rent payments shall commence. Throughout the term of this Lease, Tenant shall pay to Landlord, at the address set forth for notices under this Lease or at such other address as Landlord shall from time to time designate by notice given to Tenant as hereinafter provided as rental for the

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Leased Premises, in lawful money of the United States of America, a monthly rent payable in advance in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) plus applicable state sales tax or any other tax as may be hereinafter enacted and applicable to the rental revenue of this lease. The rent shall be adjusted annually on the anniversary date of the opening of the business, using the Consumers' Price Index for All Items in Miami-Fort Lauderdale (Series CUURA320SA0) for the month of December each year as promulgated by the Bureau of Labor Statistics of the United States Department of Labor using December, 2005 as a base, as shown in **Exhibit "B"** attached hereto.

B. Additional Monthly Compensation: In addition to the base rental set forth above in paragraph 2.01A, Tenant shall be responsible to pay Landlord additional rent equal to three percent (3%) of Tenant's gross sales, not including Florida Sales and Use Taxes collected, if any, derived from the Leased Premises. Said gross sales shall be determined on a monthly basis and shall be due and payable to Landlord on or before the fifteenth day of the following month. Along with the rent payment, the Tenant shall furnish a fully executed copy of the monthly Sales and Use Tax Return (DR-15CS), as submitted to the Florida Department of Revenue, as shown in **Exhibit "C"** attached hereto.

2.02 Maintenance:

A. Landlord and Tenant Maintenance: Landlord covenants to maintain, at its cost and expense, the exterior, structural and foundation components of the Building. Such maintenance shall specifically include the repair and replacement, if necessary, of the roof. Landlord shall not provide the repairs to the air conditioning, electrical and plumbing systems in the Building, provided however, the costs of maintaining the fixtures in the public restrooms in the Building shall be divided equally between Landlord and Tenant. Tenant's maintenance shall specifically include, but shall not be limited to the grease trap, all fixtures installed by the Tenant, all interior walls, ceilings, cabinets, and any built-in bars, exhaust fans, interior lighting, interior painting, air conditioning, restaurant appliances and equipment, tables, chairs, and other seating. Tenant shall promptly repair or replace all items that are the responsibility of the Tenant. Landlord's maintenance shall specifically include the paving, curbing and repair of all sidewalks, parking areas and driveways. Tenant shall promptly notify Landlord of any needed repairs to the Building systems or its structure that are the responsibility of Landlord hereunder. Landlord shall thereafter promptly commence and diligently pursue such repair work. In the event of an emergency, Tenant shall be reimbursed for the cost of making such emergency repairs which actually would have been the responsibility of Landlord.

B. Adjacent Areas of Flagler Park: The Leased Premises and areas immediately adjacent to the Leased Premises including adjacent park grounds within 30 feet of the building shall be maintained by the Tenant. Tenant shall also empty the trash cans in the immediate vicinity of the building and shall maintain good order in the park immediately adjacent to the Leased Premises. These areas shall be kept clean and orderly by the Tenant as though part of the Leased Premises. Any damage to Flagler Park, whether it be vandalism, weather related or brought about by any other cause shall be reported immediately to the Landlord.

C. Tenant Maintenance: Tenant covenants to keep in good order and maintain all portions of the Leased Premises which are not the responsibility of the Landlord.

ARTICLE III - INSURANCE

3.01 Tenant's Insurance:

Tenant is required to provide the following insurance coverage, and shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and such insurance has been approved by Landlord, nor shall the Tenant allow any contractor or subcontractor to commence work on this facility until all similar insurance required of those contractors or subcontractors has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

A. Loss Deductible Clause: Landlord shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Tenant and any contractor or subcontractor providing such insurance.

B. Worker's Compensation Insurance: Tenant shall obtain and maintain during the life of this contract, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Tenant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Tenant. Such insurance shall fully comply with the Florida Worker's Compensation Law. Any class of employee engaged in hazardous work under this contract who is not protected under the Worker's Compensation statute, shall be provided, and cause each subcontractor to provide adequate insurance, satisfactory to the Landlord for the protection of its employees not otherwise protected.

C. Commercial General Liability Insurance: Tenant shall maintain, and prior to the commencement of this contract, provide the City with evidence of Commercial General Liability insurance to include: 1) Premises/Operations, Products/Completed Operations and Personal/Advertising injury, with limits of not less \$1,000,000 per occurrence; 2) Fire Damage with limits of not less than \$100,000 per occurrence; 3) medical payments with limits not less than \$5,000.00 per person and 4) a General Aggregate limit of not less than \$2,000,000.00. In the alternative, the Tenant may substitute an All Risk Policy with not less than than \$2,000,000.00 in coverage.

The Tenant shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

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E. Tenant's Insurance: In addition to the foregoing, the Tenant will be required to maintain Fire & Casualty Insurance in the amount sufficient to cover the Tenant's contents, owned property and any improvements and betterments made to the building.

F. Liquor Liability Insurance: Tenant shall obtain and maintain Liquor Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

G. Certificates of Insurance: the Tenant upon notice of award will furnish the Landlord with a Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the City Attorney's Office. This certificate shall be dated and show:

The name of the insured Tenant, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

Statement that the Insurer will mail notice to the Landlord at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City of Stuart shall be named or additional named insured on all Insurance certificates.

H. Indemnification: Tenant hereby binds himself or itself to indemnify and save harmless Landlord from or on account of any injuries or damages, received or sustained by Tenant or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act-of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

ARTICLE IV - TAXES

4.01 Ad Valorem Taxes: Tenant shall pay when and as due ad valorem real or personal property taxes, if any, and all other taxes and special assessments which may be levied against the Leased Premises during Tenant's occupancy thereof. Special assessments, if any, shall be apportioned such that the Tenant shall be responsible for an amount calculated by multiplying the entire assessment by a fraction, the numerator of which shall be the number of whole months remaining on the current lease, and the denominator shall be 60 (months) [Tenant Payment = Total Assessed Amt x Remaining Months/ 60]; in the event that the lease shall be extended for

an additional five (5) year period, the Tenant shall be responsible to pay the entire assessment, as it comes due, or to reimburse the City, as applicable.

Example: Lease term starts on April 1, 2006; a Special Assessment in the total amount of \$8,000 is levied on April 1, 2008, and with 36 months remaining, the Lease term expires on 31 March 2011. The result follows:

$$36/60 \times \$8000 = \$4,800 \text{ Tenant Payment}$$

If the Lease is extended from April 1, 2011 to March 31, 2016, or for any subsequent extension, then the Tenant would pay the balance of \$3,200.

4.02 Credit for City Portion of Ad Valorem Taxes: Tenant shall receive a credit on rent for the month of November each year, in the amount of the City portion of the ad valorem tax bill if paid during the month of November. Notwithstanding this provision, the Tenant shall pay to the City, the full amount of the taxes due, within 10 days of being furnished a copy of the tax bill.

ARTICLE V - CONSTRUCTION, DELIVERY AND TENANT IMPROVEMENTS

5.01 Landlord's Improvements: Landlord warrants the premises to be free and clear of all liens for claims by mechanics and materialmen for and on account of labor and materials furnished in connection with any construction. Such warranty shall continue in full force and effect for the entire term hereof.

5.02 Tenant's Right to Enter: After the date hereof, Landlord shall afford Tenant reasonable access to the Leased Premises prior to Tenant's possession thereof for the purpose of inspection, measuring and installing or arranging for the installation of fixtures. By affording such prior access to Tenant, Landlord shall not be entitled to any rent nor shall any rent be accrued by reason of such access. Acceptance of possession by Tenant shall conclusively establish that Tenant has inspected the Leased Premises and accepts same as is.

5.03 Tenant Improvements: Tenant agrees to perform all improvements, at its own cost and expense, which are necessary to make the Building conform with Tenant's plans ("Tenant Improvements") as set forth in the plans and specifications approved by the Landlord and attached hereto as **Exhibit "D"**. Tenant shall not make any other alterations or improvements to the Leased Premises without prior written approval of the Landlord.

The Tenant Improvements shall be commenced by Tenant within ninety days (90) days following the issuance of the required permits therefor by the Landlord as the local zoning authority. The Tenant shall complete all construction and shall obtain a certificate of occupancy therefor on or before August 1, 2006. The Landlord may elect to terminate this Lease if construction of the tenant Improvements has not begun within ninety (90) days following the issuance of the required permits or if the Tenant Improvements are not substantially completed

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by August 1, 2006, or if the Tenant is not then diligently pursuing the completion of construction at that time. Tenant may elect to terminate this Lease in the event the Tenant Improvements are not completed and a certificate of occupancy issued therefor on or before August 1, 2006. Landlord shall cooperate and assist Tenant in connection with the issuance of all necessary permits and approvals for Tenant.

All alterations, decorations, partitions, awnings, additions and improvements, including any equipment vaults installed or made by Tenant, shall remain the property of Tenant during the term of this Lease provided, however, that at the termination hereof such alterations, decorations, additions and improvements which have not been permanently affixed to the Leased Premises may at Tenant's option either become the property of and belong to Landlord or Tenant may remove such from the Leased Premises, provided that Tenant restores the Leased Premises to a condition reasonably satisfactory to Landlord.

ARTICLE VI - RIGHTS, DUTIES AND LIABILITY OF TENANT AND LANDLORD

6.01 Utilities: Tenant shall pay all charges related to the use of gas, heating oil, sewer, water, electric, stormwater, collection and disposal of solid waste and other utility services and shall make all deposits for all utilities used on the Leased Premises. Tenant shall pay all costs and charges to hookup all utilities.

6.02 Delivery to Landlord Upon Termination: Tenant shall deliver up and surrender to Landlord possession of the Leased Premises upon the expiration of this Lease or its earlier termination under the terms hereof. The Leased Premises are to be in as good a condition and repair at the time of such surrender as at the rent commencement date of the term hereof (loss by fire, casualty, act of God, and ordinary wear and tear excepted).

6.03 Damage or Destruction of Leased Premises: In the event that the Leased Premises are damaged or destroyed by fire, windstorm, flood or other casualty, Landlord shall, within one hundred eighty (180) days after such casualty, fully restore the Leased Premises. If the Leased premises cannot be so restored within one hundred eight (180) days, then Tenant may terminate this Lease by notifying Landlord in writing. In such event, the proceeds of insurance shall be divided between Landlord and Tenant such that the Tenant shall receive the percentage thereof being the percentage of the remaining Lease Term.

In the event the Lease is not terminated, during any time that the Leased Premises are untenable due to causes set forth in this section, the Rent shall be abated until such time as the Leased Premises are once again fully restored. Insurance proceeds received by Landlord shall be applied to meet its obligation hereunder to an extent sufficient to restore the Leased Premises. The obligation of the Landlord to restore the Leased Premises shall be limited to the amount of the insurance proceeds received by the Landlord. In all cases of restoration by Landlord under this section, the Leased Premises shall be restored to substantially the prior existing condition, subject to such changes as Tenant may request, subject to Landlord's approval, provided that any

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such changes which increase the cost of restoration shall be at the sole cost and expense of Tenant.

6.04 Covenant of Quiet Enjoyment: For so long as Tenant pays all of the Rent and other charges required in this Lease and is not in material default under any of its obligations hereunder, Landlord agrees that Landlord will not permit the disturbance of nor interference with Tenant's peaceful and quiet possession and enjoyment of the Leased Premises during the term hereof.

6.05 Termination of Utilities and Services: Landlord shall not be liable to Tenant for the interruption of utility services for the Leased Premises except where such interruption is the result of Landlord's unreasonable delay in the making of necessary repairs or improvements or the result of the negligence, misconduct or default under this Lease of Landlord or of any agent of Landlord.

6.06 Assignment or Subletting: Tenant may freely assign its interest under this Lease, without prior consent of Landlord, to any parent, subsidiary or sister company of Tenant. Otherwise, assignment shall require the consent of the Landlord. Any sublease of any portion of the Leased Premises shall be first approved by the Landlord which will not be unreasonably withheld or delayed. A proposed assignment may be disapproved by the City in its sole discretion if not in the best interests of the City.

Any other assignment of this lease or any right or interest hereunder, voluntarily or by operation of law, or any subletting of the premises or any part thereof, shall be void and in such event Lessor may, at Lessor's option, terminate this lease. The assignment or sublease shall be valid, however, and Lessor shall have waived such option to terminate if, before the assignment or sublease, Lessor and the person or entity to which the premises or any part thereof is to be assigned or subleased reach agreement in writing that the character, credit and business of such person or entity is acceptable to Lessor under commercially reasonable standards and that the rent payable during the balance of the term under this lease with regard to the premises or that part thereof to be assigned or subleased shall be an amount equal to rents then being charged for usage comparable to the premises in size and location. A consent to any assignment of this lease, voluntarily or by operation of law, or to any subletting of premises shall apply only to the specific instance covered thereby. In any event, any assignment, subordination or attornment, even if consented to in writing by Lessor shall not relieve Lessee from its primary liability under this lease for the payment of rent or any other duty or obligation of this lease unless specifically agreed to in writing by Lessor. Any assignment or sublease shall be subject to all the terms and conditions of this lease.

6.07 Tenant's Liability for Defense of "Clear Title" and Landlord's Right to Reimbursement: Tenant has no authority to create any mechanic's lien for labor or material against the Land, Building or the Leased Premises. All persons contracting with Tenant who furnish any materials or services to the Leased Premises and all materialmen, contractors and

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laborers are hereby charged with notice that they must look to Tenant personally for payment for any such work done or material furnished during the term of this Lease. The Tenant shall hold the Landlord harmless and defend any such lien which may be filed and further, shall within ten (10) days of the filing of the lien transfer said lien to a bond pursuant to Chapter 713, Florida Statutes.

6.08 Governmental Laws, Regulations and Requirements: Tenant agrees, at its own cost an expense and through the term of this Lease, to comply promptly with all orders, rules, regulations and requirements of every kind and nature relating to compliance with the use or occupancy of the Leased Premises now or hereafter in force and effect, of federal, state, municipal or other governmental authorities.

6.09 Default and Remedies:

A. If Tenant defaults in the payment of rent or any other item to be paid by Tenant hereunder or in the performance of any other term, covenant, or condition of this Lease and such default shall not have been cured within thirty (30) days after receipt of written notice thereof by Landlord to Tenant, Landlord may reenter and take possession of the Leased Premises, terminate this Lease or pursue such other rights and remedies as are available to Landlord at law in equity.

B. If Landlord defaults by failure to perform as required under the terms and conditions of this Lease and such default is not cured within thirty (30) days of notice thereof, Tenant shall be entitled to seek any remedy available to it at law or equity for the satisfaction of said breach including the right to terminate this Lease to recover damages and incidental costs arising from said breach or the right to seek specific performance of Landlord of the terms and conditions as herein stated.

6.10 Landlord's Right of Entry: Landlord or any of its agents shall have the right to enter the Leased Premises upon reasonable advance notice during all reasonable hours to undertake such maintenance and to make such repairs, additions and alterations as are required of it, provided that such entries are made in full compliance with Tenant's security procedures and further, provided that Landlord shall refrain from performing such maintenance or making such repairs, additions or alterations as are required of Tenant until Tenant has failed to perform or make the same after twenty (20) days prior notice of the need and propriety thereof. Tenant also grants Landlord the right to enter the Leased Premises at any time in the event of an emergency to correct an emergency condition. In the event of any such emergency, Landlord shall observe and comply with Tenant's security practices. If Landlord becomes aware of any such emergency prior to Tenant's realization of such, Landlord shall give Tenant prompt notice of any emergency condition occurring on the Leased Premises. The Landlord shall have the right to show the property to prospective tenants during the final sixty (60) days of the lease.

6.11 Use of Leased Premises: Tenant shall use the Leased Premises for a small eating and drinking Café serving a limited menu, beer and wine. Tenant shall abide by all Federal

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Laws, State Statutes and Local Ordinances pertaining to the serving and sale of beer and wine beverages. Tenant shall assume all responsibility for any permits, licenses and fees pertaining to the operation of the Café.

Tenant shall not perform any acts or engage in any practices which may injure or damage the Leased Premises. The hours of operation shall be sunrise to sunset daily seven days per week. Changes to the normal hours of operation may be approved at the discretion of the City Manager.

Tenant specifically agrees not to have any live or recorded music or other noise that exceeds 60 DbA at a distance of 100' feet from its source, and to otherwise fully cooperate with the Landlord should the Landlord receive complaints regarding noise emanating from the Lease Premises.

6.12 Signs: Landlord agrees that Tenant shall have the right, at Tenant's cost and expense, to erect and maintain Tenant's standard signage advertising its business on the exterior of the Leased Premises provided that all such signs shall be erected and maintained in compliance with the requirements of all governmental departments having jurisdiction over the Leased Premises.

ARTICLE VII - EMINENT DOMAIN

7.01 Total Condemnation of Leased Premises: If the whole of the Leased Premises shall be taken or condemned by eminent domain or other condemnation proceedings, then the term of this Lease shall cease and terminate without further obligation for either party as of the date of such condemnation or eminent domain. In the event of such condemnation, the parties reserve their respective rights to claim their proportionate share of the proceeds.

7.02 Partial Condemnation of Leased Premises: In the event of a material condemnation of any part the Leased Premises which renders the Leased Premises unsuitable for the business of Tenant, the Tenant may terminate this Lease as of the date of such proceeding or remain in such portion of the Leased Premises as remains after such condemnation or taking.

In such cases, where the Leased Premises are not rendered unsuitable, Rent shall be reduced prorata based on the number of square feet remaining in the Leased Premises after such condemnation until such time as the Lease is terminated.

ARTICLE VIII - MISCELLANEOUS

8.01 Entire Agreement: This Lease contains the entire agreement between the parties hereto. It may be modified only by an agreement in writing signed by both Landlord and Tenant.

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8.02 Address for Notice and Rent: Notices to Tenant under this Lease shall be addressed to Tenant and mailed or delivered to Pelican Cafe, Inc., c/o Victoria Paonessa, 442 S.E. Robalo Court, Stuart, Florida 34996. Notice to Landlord under this Lease shall be addressed to Landlord and mailed or delivered to the City Manager, City of Stuart, 121 South Flagler Avenue, Stuart, Florida 34994. All Rent due under this Lease delivered to Landlord at the above address and all notices under this Lease shall be given by registered or certified mail, return receipt requested, at the addresses set out above (unless the party to receive such sums or such notice has given the other party prior written notice of a new address for such purpose, in which case the new address shall be used). In the case of notices, the date of such registry shall be considered the date of the giving of notice.

8.03 Landlord and Tenant Defined: The terms Landlord and Tenant as herein contained shall include the singular and/or plural, the masculine, feminine and/or neuter, and heirs, representatives and/or assigns wherever the context so requires or admits.

8.04 No Waiver: No waiver by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall be deemed to imply or constitute a waiver of such term, covenant or condition or of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent or other amounts due hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular amount so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount and no such payment by Tenant of any rents due hereunder shall be deemed a waiver of any preceding breach by Landlord. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord to Tenant unless such waiver be in writing. The rights and remedies created by this Lease are cumulative and are not intended to be exclusive. The use of one remedy under this Lease shall not be taken to exclude or waive the right or use of another and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

8.05 Costs: If either party shall at any time be in default hereunder and if the other party shall in its discretion deem it necessary to engage an attorney to enforce any rights and obligations hereunder, the prevailing party to the action will be reimbursed for all reasonable expenses incurred, including but not limited to court costs and attorney's fees at both the trial and appellate levels.

8.06 Force Majeure: In the event that either party to this Lease shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature which is not the fault of the party so delayed in performing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period of the

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performance of any such delay act shall be extended for a period equivalent to the period of such delay.

8.07 Examination of Lease: Submission of this instrument for examination or signature by Tenant constitutes neither a reservation of, nor an option for, a lease and this instrument shall not become effective as a lease (or otherwise) until execution and delivery by both Landlord and Tenant.

8.08 Captions and Section Numbers: The article numbers, captions and section numbers appearing in this Lease are inserted only as a matter of convenience and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the articles, captions or sections of this Lease nor in any way affect this Lease.

8.09 Brokers: Landlord and Tenant represent and warrant each to the other that it has dealt with no broker, agent or other person in connection with this leasing transaction and that no broker, agent or other person brought about this leasing transaction other than as set out below and each agrees to indemnify the other against and to hold harmless from any and all claims by any other broker, agent or other person claiming a commission (or other form of compensation) by virtue of having dealt with Landlord or Tenant with regard to this leasing transaction. The provisions of this section shall survive the termination of this Lease.

8.10 Invalidity of a Portion of Lease: If any clause or provision of this Lease is or becomes illegal, unenforceable or otherwise invalid because of present or future laws or any rule or regulation of any governmental body or entity effective during its term, then the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

8.11 Terms Binding on Successors in Interest: The respective rights and obligations hereunder shall inure to and be binding upon the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees and successors in interest of Landlord and shall also inure to and be binding upon the permitted assigns and successors in interest of Tenant.

8.12 Exclusive Use of Leased Premises: The City shall not lease the property described herein to any other party except Tenant for the term of this agreement.

ARTICLE IX - OPTION TO RENEW

9.01 Option to Renew: The Landlord and Tenant may mutually agree to an extension of the term of this Lease. In such event the rent shall be subject to the mutual negotiations of the parties.

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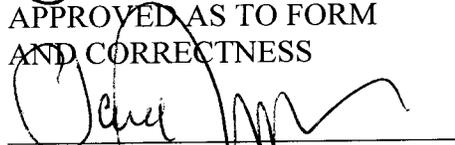
IN WITNESS WHEREOF the parties hereto have executed and delivered this Lease in two (2) counterparts on the day and year first above

ATTEST:



Cheryl White, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS



Paul J. Nicoletti, City Attorney

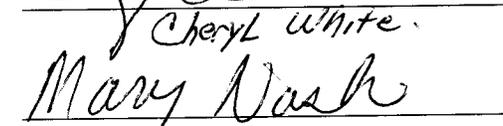
LANDLORD
CITY OF STUART, FLORIDA



Carol S. Waxler, Mayor

WITNESSES:



Cheryl White.


MARY NASH.

TENANT
PELICAN CAFÉ, INC.,
a Florida corporation

By: 

Victoria Paonessa, President

Lease Agreement - City of Stuart, Florida and Pelican Café, Inc.

“EXHIBIT A”
LEGAL DESCRIPTION

STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET; STUART, FLORIDA 34994

(561) 288-7176

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF LOT 2, BLOCK 1, PLAT OF KITCHING'S ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 86, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND THE NORTHEAST LINE OF A 185 FOOT WIDE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AS SHOWN ON SAID PLAT OF KITCHING'S ADDITION AND ALSO BEING THE SOUTHWEST LINE OF A 20 FOOT WIDE COUNTY ROAD RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE RUN NORTH 47°00'41" WEST FOR 332.41 FEET TO THE POINT OF BEGINNING.

THENCE RUN SOUTH 49°27'25" WEST FOR 24.29 FEET TO A POINT; THENCE RUN NORTH 40°32'35" WEST FOR 110.16 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER, SAID MEAN HIGH WATER LINE BEING APPROVED BY THE FLORIDA DEPARTMENT OF NATURAL RESOURCES ON OCTOBER, 1988; THENCE RUN SOUTH 80°57'27" EAST ALONG SAID MEAN HIGH WATER LINE FOR 38.56 FEET TO A POINT; THENCE RUN NORTH 40°32'35" WEST FOR 4.20 FEET TO A POINT; THENCE RUN NORTH 49°27'25" EAST FOR 20.20 FEET TO A POINT; THENCE RUN SOUTH 74°33'09" EAST FOR 1.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 78.00 FEET, A CHORD BEARING OF NORTH 47°20'27" EAST, AND A CHORD DISTANCE OF 24.36 FEET; THENCE RUN NORTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°58'09" FOR AN ARC LENGTH OF 24.46 FEET TO A POINT; THENCE DEPARTING AFOREMENTIONED MEAN HIGH WATER LINE RUN SOUTH 40°32'35" EAST FOR 84.93 FEET TO A POINT; THENCE RUN SOUTH 49°27'25" WEST FOR 45.91 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING IN THE CITY OF STUART AND CONTAINING 6231.58 SQUARE FEET MORE OR LESS

NOTE: THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS:

A. PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF DESCRIPTION.

B. REPRODUCTIONS OF THIS DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

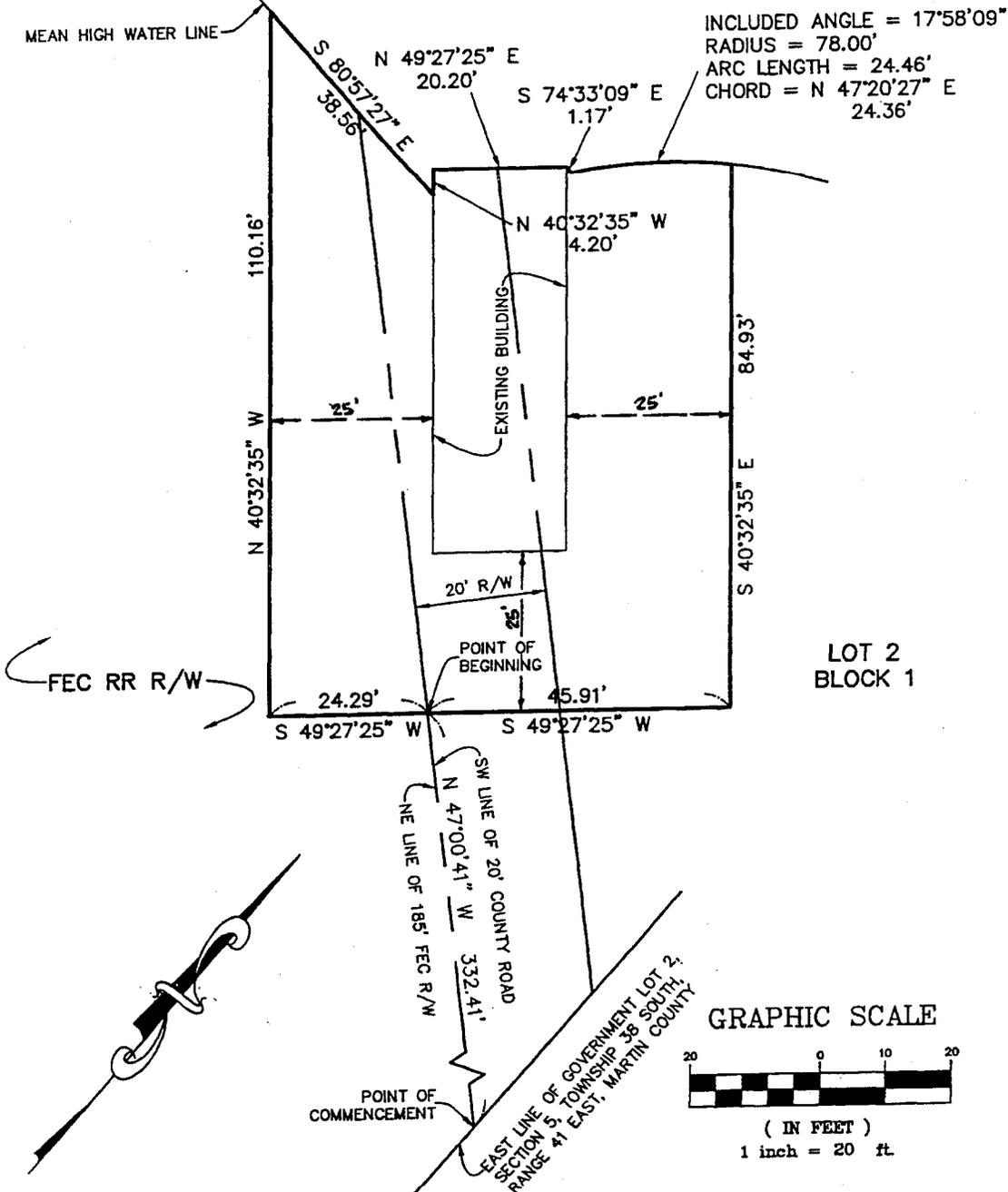
FILE: 443-24.dwg

JOB #:	443-24-01
DRAWN BY:	P.M.Z.
CHECKED BY:	S.J.B.
DATE:	7/2/99
SCALE:	N/A
SHEET:	1 OF 2

STEPHEN J. BROWN, INC.
 SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
 619 EAST 5TH STREET, STUART, FLORIDA 34994

LICENSED BUSINESS NUMBER: 6484
 (561) 288-7176

ST. LUCIE RIVER



INCLUDED ANGLE = 17°58'09"
 RADIUS = 78.00'
 ARC LENGTH = 24.46'
 CHORD = N 47°20'27" E
 24.36'

NOT A BOUNDARY SURVEY
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA

FILE: 443-24.dwg

JOB #:	443-24-01
DRAWN BY:	P.M.Z.
CHECKED BY:	S.J.B.
DATE:	7/2/99
SCALE:	1"=20'
SHEET:	2 OF 2

Lease Agreement – City of Stuart, Florida and Pelican Café, Inc.

“EXHIBIT B”

CONSUMERS’ PRICE INDEX

News

For Release:
8:30 A.M., ET, Wednesday,
January 18, 2006

BUREAU OF LABOR STATISTICS
SOUTHEASTERN REGIONAL OFFICE
ATLANTA, GEORGIA
TELEPHONE: 404-331-3415
Request Document 9141

CONSUMER PRICE INDEX (1982-84=100) December 2005

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change	Percent change	Index	Percent change	Percent change
		Dec 04	Nov 05		Dec 04	Nov 05
		Dec 05	Dec 05		Dec 05	Dec 05
U.S. City Average						
All items (1982-84=100)	196.8	3.4	-0.4	192.5	3.5	-0.5
All items (1967=100)	589.4	-	-	573.3	-	-
Food and beverages	193.2	2.3	0.2	192.5	2.2	0.2
Housing	198.3	4.0	-0.1	194.2	4.2	-0.1
Shelter	225.6	2.6	0.1	219.2	2.7	0.1
Rent of primary residence	220.5	3.1	0.2	219.7	3.1	0.3
Apparel	117.5	-1.1	-3.3	117.2	-1.2	-3.1
Transportation	172.7	4.8	-1.7	171.6	5.0	-1.8
Medical care	328.4	4.3	0.1	328.2	4.4	0.1
Recreation 1/	109.7	1.1	-0.1	107.1	0.9	-0.1
Education & communication 1/	115.3	2.4	0.0	112.6	1.9	-0.1
Other goods and services	317.3	3.1	0.3	326.6	3.4	0.4
South						
All items (1982-84=100)	190.1	3.7	-0.3	187.2	3.8	-0.4
All items (Dec 1977=100)	308.4	-	-	303.2	-	-
Food and beverages	190.8	2.3	0.2	189.6	2.2	0.2
Housing	182.5	4.4	0.1	181.2	4.7	0.1
Apparel	130.9	0.5	-1.8	131.1	0.4	-1.7
Transportation	171.2	5.6	-1.7	169.2	5.8	-2.0
Medical care	316.3	3.6	-0.1	317.6	3.6	-0.1
Recreation 1/	110.0	0.9	0.0	107.5	0.8	0.0
Education & communication 1/	112.3	2.4	0.1	109.5	2.1	0.2
Other goods and services	303.5	3.0	0.5	309.0	3.0	0.6
		Percent change			Percent change	
	Index	Dec 04	Oct 05	Index	Dec 04	Oct 05
		Dec 05	Dec 05		Dec 05	Dec 05
Atlanta						
All items (1982-84=100)	188.7	3.0	-2.7	187.2	3.1	-3.1
All items (1967=100)	569.2	-	-	566.0	-	-
Food and beverages	198.3	1.0	-0.2	195.5	0.9	-0.1
Housing	186.0	4.8	-0.8	183.3	4.2	-0.7
Apparel	109.3	-2.8	-2.8	112.8	-2.6	-1.6
Transportation	162.5	3.3	-11.2	162.4	4.4	-12.9
Medical care	331.6	-1.2	0.2	326.6	-1.2	0.2
Recreation 1/	112.7	4.4	0.1	107.6	4.4	-0.1
Education & communication 1/	104.7	0.5	-0.1	103.1	0.9	0.0
Other goods and services	290.9	2.7	0.9	318.2	3.4	1.3
Miami						
All items (1982-84=100)	197.4	4.7	-0.7	195.5	4.8	-1.0
All items (Nov 1977=100)	318.1	-	-	317.6	-	-
Food and beverages	201.4	1.5	0.0	200.2	1.3	0.0
Housing	195.6	6.5	1.1	194.3	6.5	1.0
Apparel	148.9	9.8	-4.7	159.4	8.2	-3.9
Transportation	180.3	4.8	-5.5	178.2	4.9	-6.0
Medical care	319.8	7.2	0.4	321.8	6.8	0.4
Recreation 1/	110.5	-0.8	-2.4	108.5	-0.6	-2.4
Education & communication 1/	107.4	1.8	0.0	111.1	3.7	0.1
Other goods and services	249.4	-0.2	0.0	241.8	0.6	0.2

1/ Indexes on a December 1977=100 base

Data not available

Internet address: <http://www.bls.gov/ro4/home.htm>

Fax-on-demand number is 404-331-3403.



**U.S. Department
of Labor**
**Bureau of Labor
Statistics**

Southeast BLS Information Office in Atlanta



www.bls.gov

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61 FORSYTH STREET, SW, ROOM 7T50
ATLANTA, GEORGIA 30303
TELEPHONE: 404-331-3415
Internet address:
<http://www.bls.gov/ro4/home.htm>

Fax-on-Demand: (404) 331-3403
Request document: 9141

CONSUMER PRICE INDEX (1982-84=100) December 2005						
Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Dec 04 Dec 05	Nov 05 Dec 05		Dec 04 Dec 05	Nov 05 Dec 05
U.S. City Average						
All items (1982-84=100)	196.8	3.4	-0.4	192.5	3.5	-0.5
All items (1967=100)	589.4	-	-	573.3	-	-
Food and beverages	193.2	2.3	0.2	192.5	2.2	0.2
Housing	198.3	4.0	-0.1	194.2	4.2	-0.1
Shelter	225.6	2.6	0.1	219.2	2.7	0.1
Rent of primary residence	220.5	3.1	0.2	219.7	3.1	0.3
Apparel	117.5	-1.1	-3.3	117.2	-1.2	-3.1
Transportation	172.7	4.8	-1.7	171.6	5.0	-1.8
Medical care	328.4	4.3	0.1	328.2	4.4	0.1
Recreation 1/	109.7	1.1	-0.1	107.1	0.9	-0.1
Education & communication 1/	115.3	2.4	0.0	112.6	1.9	-0.1
Other goods and services	317.3	3.1	0.3	326.6	3.4	0.4
South Region						
All Items (1982-84=100)	190.1	3.7	-0.3	187.2	3.8	-0.4
All Items (Dec 1977=100)	308.4	-	-	303.2	-	-
Food and beverages	190.8	2.3	0.2	189.6	2.2	0.2

Housing	182.5	4.4	0.1	181.2	4.7	0.1
Apparel	130.9	0.5	-1.8	131.1	0.4	-1.7
Transportation	171.2	5.6	-1.7	169.2	5.8	-2.0
Medical care	316.3	3.6	-0.1	317.6	3.6	-0.1
Recreation 1/	110.0	0.9	0.0	107.5	0.8	0.0
Education & communication 1/	112.3	2.4	0.1	109.5	2.1	0.2
Other goods and services	303.5	3.0	0.5	309.0	3.0	0.6
	Index	Percent change		Index	Percent change	
		Dec 04	Oct 05		Dec 04	Oct 05
		Dec 05	Dec 05		Dec 05	Dec 05
Atlanta						
All items (1982-84=100)	188.7	3.0	-2.7	187.2	3.1	-3.1
All items (1967=100)	569.2	-	-	566.0	-	-
Food and beverages	198.3	1.0	-0.2	195.5	0.9	-0.1
Housing	186.0	4.8	-0.8	183.3	4.2	-0.7
Apparel	109.3	-2.8	-2.8	112.8	-2.6	-1.6
Transportation	162.5	3.3	-11.2	162.4	4.4	-12.9
Medical care	331.6	-1.2	0.2	326.6	-1.2	0.2
Recreation 1/	112.7	4.4	0.1	107.6	4.4	-0.1
Education & communication 1/	104.7	0.5	-0.1	103.1	0.9	0.0
Other goods and services	290.9	2.7	0.9	318.2	3.4	1.3
Miami-Fort Lauderdale						
All items (1982-84=100)	197.4	4.7	-0.7	195.5	4.8	-1.0
All items (Nov 1977=100)	318.1	-	-	317.6	-	-
Food and beverages	201.4	1.5	0.0	200.2	1.3	0.0
Housing	195.6	6.5	1.1	194.3	6.5	1.0
Apparel	148.9	9.8	-4.7	159.4	8.2	-3.9
Transportation	180.3	4.8	-5.5	178.2	4.9	-6.0
Medical care	319.8	7.2	0.4	321.8	6.8	0.4
Recreation 1/	110.5	-0.8	-2.4	108.5	-0.6	-2.4
Education & communication 1/	107.4	1.8	0.0	111.1	3.7	0.1
Other goods and services	249.4	-0.2	0.0	241.8	0.6	0.2
1/ Indexes on a December 1997=100 base. - Data not available.						

Lease Agreement – City of Stuart, Florida and Pelican Café, Inc.

“EXHIBIT C”

SALES AND USE TAX RETURN

(DR-15CS



Sales and Use Tax Return

DR-15CS
R. 01/06

Please complete this return.
Attach your check or money order and mail to:

Florida Department of Revenue
5050 W. Tennessee Street
Tallahassee, FL 32399-0120

Make certain you read the instructions for each line
before completing any of your 2006 sales tax returns.

Certificate Number: **SALES AND USE TAX RETURN** HD/PM Date: / / DR-15 R. 01/06

Florida	1. Gross Sales	2. Exempt Sales	3. Taxable Amount	4. Tax Collected																													
A. Sales/Services																													
B. Taxable Purchases	Include use tax on Internet / out-of-state untaxed purchases →		.	.																													
C. Commercial Rentals																													
D. Transient Rentals																													
E. Food & Beverage Vending																													
Transient Rental Rate: _____ Surtax Rate: _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Collection Period</td> <td style="width: 15%;">5. Total Amount of Tax Collected</td> <td style="width: 70%; text-align: center;">.</td> </tr> <tr> <td></td> <td>6. Less Lawful Deductions</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>7. Total Tax Due</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>8. Less Est Tax Pd / DOR Cr Memo</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>9. Plus Est Tax Due Current Month</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>10. Amount Due</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>11. Less Collection Allowance</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>12. Plus Penalty</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>13. Plus Interest</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>14. Amount Due with Return</td> <td style="text-align: center;">.</td> </tr> </table>	Collection Period	5. Total Amount of Tax Collected	.		6. Less Lawful Deductions	.		7. Total Tax Due	.		8. Less Est Tax Pd / DOR Cr Memo	.		9. Plus Est Tax Due Current Month	.		10. Amount Due	.		11. Less Collection Allowance	.		12. Plus Penalty	.		13. Plus Interest	.		14. Amount Due with Return	.
Collection Period	5. Total Amount of Tax Collected	.																															
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	12. Plus Penalty	.																															
	13. Plus Interest	.																															
	14. Amount Due with Return	.																															
Name: _____ Address: _____ City/ST/ZIP: _____																																	

Due:
Late After:
 Check here if payment was made electronically.

Do Not Write in the Space Below

0100 0 20069999 0001003031 7 4999999999 0000 5

Certificate Number: **SALES AND USE TAX RETURN** HD/PM Date: / / DR-15 R. 01/06

Florida	1. Gross Sales	2. Exempt Sales	3. Taxable Amount	4. Tax Collected																													
A. Sales/Services																													
B. Taxable Purchases	Include use tax on Internet / out-of-state untaxed purchases →		.	.																													
C. Commercial Rentals																													
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E. Food & Beverage Vending																													
Transient Rental Rate: _____ Surtax Rate: _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Collection Period</td> <td style="width: 15%;">5. Total Amount of Tax Collected</td> <td style="width: 70%; text-align: center;">.</td> </tr> <tr> <td></td> <td>6. Less Lawful Deductions</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>7. Total Tax Due</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>8. Less Est Tax Pd / DOR Cr Memo</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>9. Plus Est Tax Due Current Month</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>10. Amount Due</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>11. Less Collection Allowance</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>12. Plus Penalty</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>13. Plus Interest</td> <td style="text-align: center;">.</td> </tr> <tr> <td></td> <td>14. Amount Due with Return</td> <td style="text-align: center;">.</td> </tr> </table>	Collection Period	5. Total Amount of Tax Collected	.		6. Less Lawful Deductions	.		7. Total Tax Due	.		8. Less Est Tax Pd / DOR Cr Memo	.		9. Plus Est Tax Due Current Month	.		10. Amount Due	.		11. Less Collection Allowance	.		12. Plus Penalty	.		13. Plus Interest	.		14. Amount Due with Return	.
Collection Period	5. Total Amount of Tax Collected	.																															
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	10. Amount Due	.																															
	11. Less Collection Allowance	.																															
	12. Plus Penalty	.																															
	13. Plus Interest	.																															
	14. Amount Due with Return	.																															
Name: _____ Address: _____ City/ST/ZIP: _____																																	

Due:
Late After:
 Check here if payment was made electronically.

Do Not Write in the Space Below

0100 0 20069999 0001003031 7 4999999999 0000 5

Lease Agreement - City of Stuart, Florida and Pelican Café, Inc.

“EXHIBIT D”
IMPROVEMENT PLANS AND SPECIFICATIONS

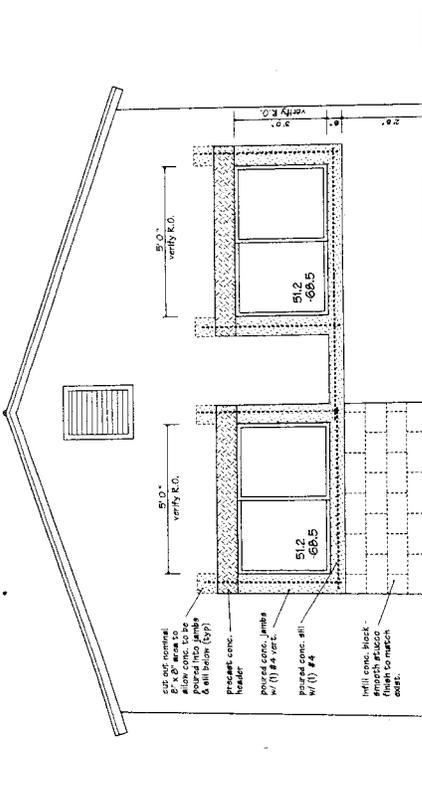
Lease Agreement - City of Stuart, Florida and Pelican Café, Inc.

“EXHIBIT D”
IMPROVEMENT PLANS AND SPECIFICATIONS

John M. Foster - Architect
 1205 Ridge Avenue N.E., Ft. Pierce, Florida 34932
 (772) 370-9464 - Florida Registration No. 05111

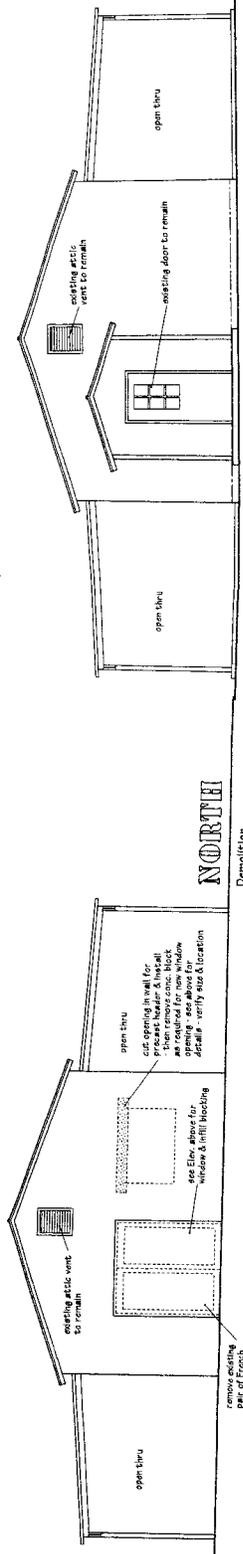
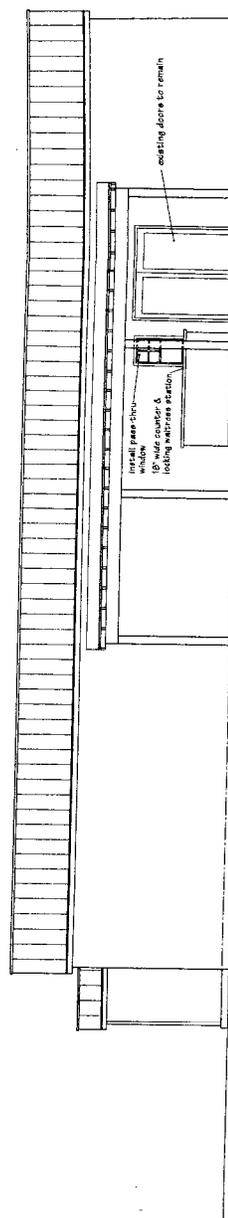
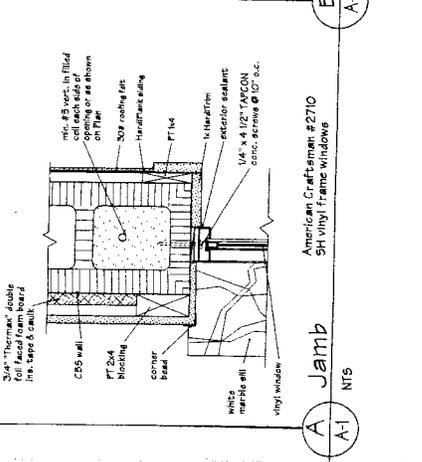
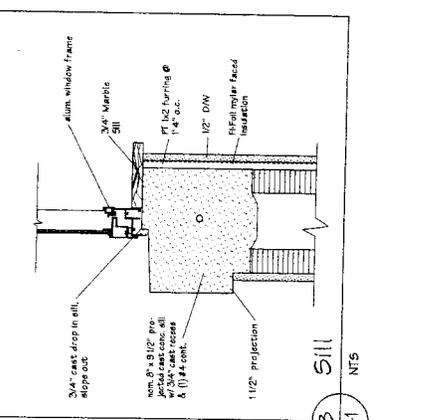
Rev	By	Description
02/27/06	JMF	Revised for Permit Review

These drawings are instruments of service prepared by the Architect under the authority of the Florida Board of Architecture. The project for which they are prepared shall not be used for any other project without the written consent of the Architect. All rights reserved.



NORTH ELEV. Scale - 1/2" = 1' 0"
 FBC 140 mph, Exposure "C"

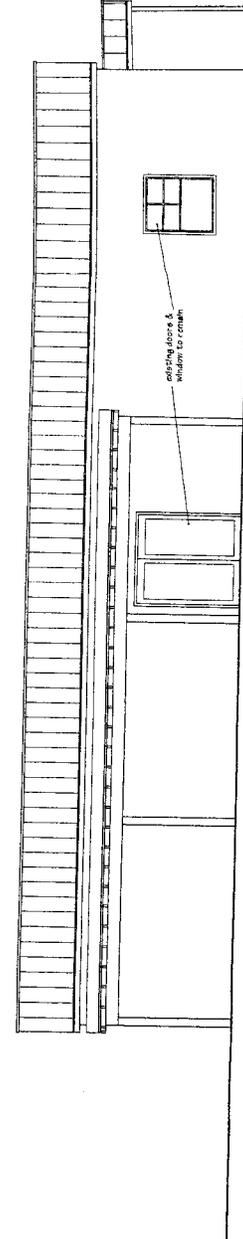
EAST ELEVATION Scale - 1/4" = 1' 0"



NORTH

SOUTH

Demolition



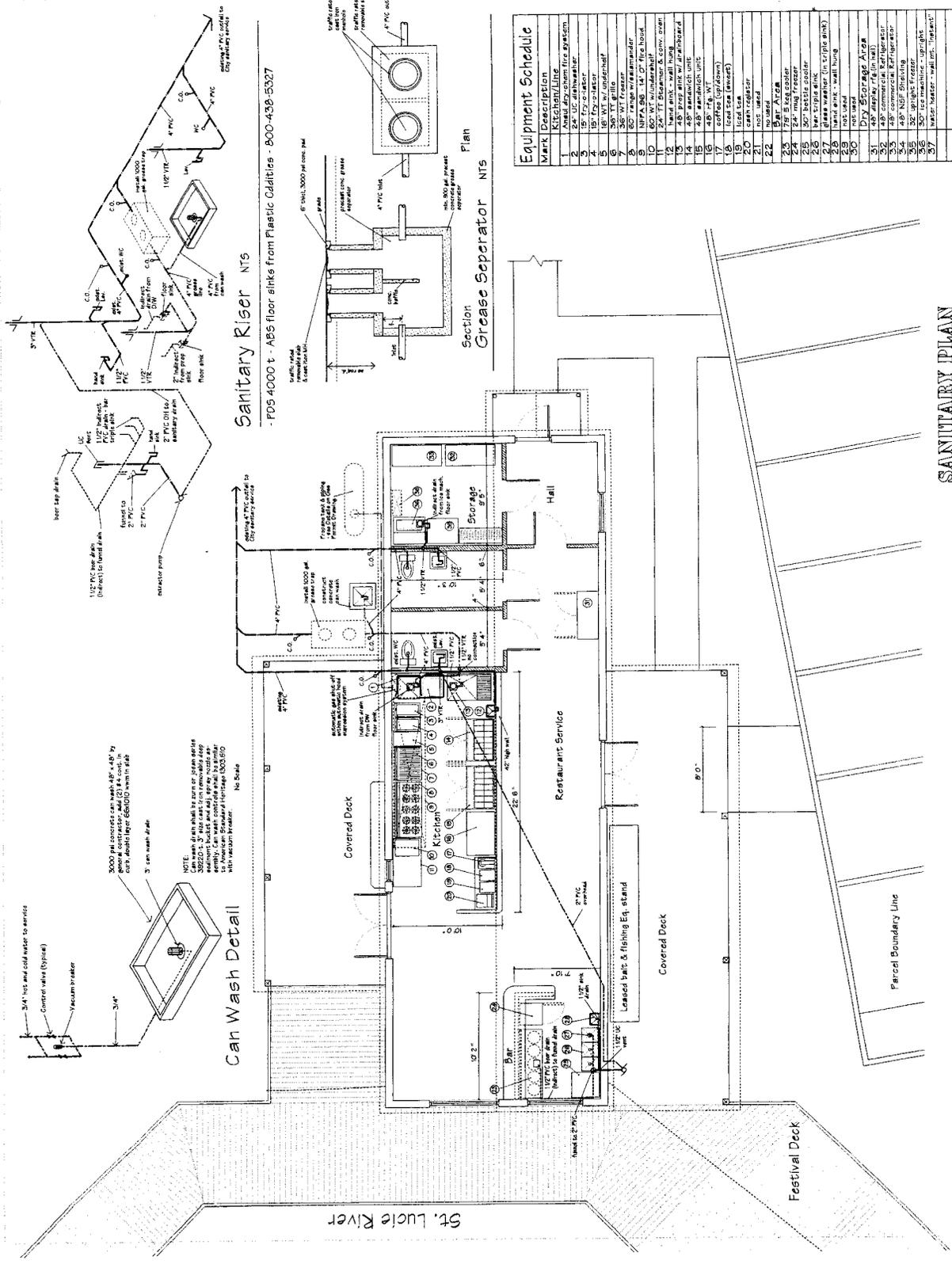
WEST ELEVATION scale - 1/4" = 1' 0"

These drawings are instruments of service prepared by the Architect under the terms of the contract for which they are prepared. They shall not be used for any other project or purpose without the written consent of the Architect. All other reserved.

John M. Foster - Architect
 1725 S.W. 2nd St., Suite 1000, Ft. Lauderdale, Florida 33304
 (954) 562-1000
 Date: 07/20/08
 Project: Island for Palm Beach
 Division: Mechanical

Reconstruction of Building
PILICAN CAFE
 Stuart, Florida

Sheet
M-1
 of 2



Mark	Description
1	1/2" PVC floor drain
2	24" UC dishwasher
3	15" Fry-o-ator
4	15" Fry-o-ator
5	30" FT grill
6	30" FT grill
7	30" FT grill
8	30" FT grill
9	30" FT grill
10	60" FT Dishwasher & conv. oven
11	24" FT Dishwasher & conv. oven
12	12" vent sink - wall hung
13	12" vent sink - wall hung
14	48" stainless steel unit
15	48" stainless steel unit
16	48" stainless steel unit
17	48" stainless steel unit
18	48" stainless steel unit
19	48" stainless steel unit
20	48" stainless steel unit
21	48" stainless steel unit
22	48" stainless steel unit
23	48" stainless steel unit
24	48" stainless steel unit
25	48" stainless steel unit
26	48" stainless steel unit
27	48" stainless steel unit
28	48" stainless steel unit
29	48" stainless steel unit
30	48" stainless steel unit
31	48" stainless steel unit
32	48" stainless steel unit
33	48" stainless steel unit
34	48" stainless steel unit
35	48" stainless steel unit
36	48" stainless steel unit
37	48" stainless steel unit

SANITARY PLAN
 Scale - 1/4" = 1' 0"

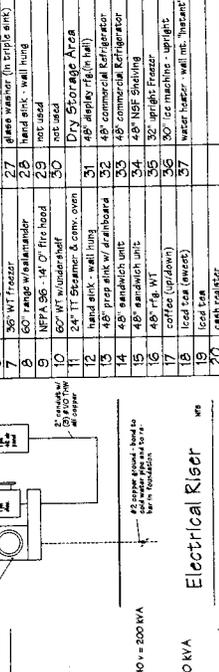
Light Fixture Schedule

Mark	Description	Finish	Vmounting	Remarks
A	Granger 30551	White	40"	Emergency lighting
B	Granger 30551	White	40"	Emergency lighting
C	Granger 30551	White	40"	Emergency lighting
D	Granger 30551	White	40"	Emergency lighting
E	Granger 30551	White	40"	Emergency lighting
F	Granger 30551	White	40"	Emergency lighting

Notes:
 1. Granger 30551 - 20' x 40' recessed fluorescent fixture.
 2. Granger 30551 - 20' x 40' recessed fluorescent fixture.
 3. Granger 30551 - 20' x 40' recessed fluorescent fixture.
 4. Granger 30551 - 20' x 40' recessed fluorescent fixture.
 5. Granger 30551 - 20' x 40' recessed fluorescent fixture.
 6. Granger 30551 - 20' x 40' recessed fluorescent fixture.

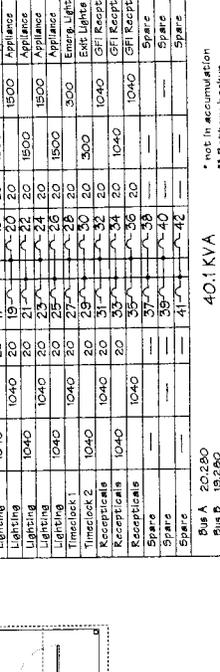
Equipment Schedule

Mark	Description	Mark	Description
1	24" JC dishwasher	21	not used
2	18" Fry-o-lator	22	not used
3	18" Fry-o-lator	23	78" 3 log cooler
4	18" Fry-o-lator	24	24" ring freezer
5	18" Fry-o-lator	25	30" bottle cooler
6	36" TT grill	26	bar tripple sink
7	36" TT grill	27	glass washer (in tripple sink)
8	60" range w/hood	28	hand sink - wall hung
9	NFPA 36 - 1/4" O' fire hood	29	not used
10	60" range w/hood	30	not used
11	24" TT Strainer & conv. oven	31	Dry Storage Area
12	hand sink - wall hung	32	48" display rig (in line)
13	48" prep sink w/ drainboard	33	48" commercial Refrigerator
14	48" sandwich unit	34	48" NSF Shelving
15	48" sandwich unit	35	32" upright freezer
16	48" Fry-o-lator	36	30" ice machins - upright
17	coffee (up/down)	37	water heater - wall mt. "thermat"
18	load tea (teasets)	38	not used
19	load tea	39	not used
20	cash register	40	not used



Lighting Schedule

Mark	Description	Finish	Vmounting	Remarks
A	Granger 30551	White	40"	Emergency lighting
B	Granger 30551	White	40"	Emergency lighting
C	Granger 30551	White	40"	Emergency lighting
D	Granger 30551	White	40"	Emergency lighting
E	Granger 30551	White	40"	Emergency lighting
F	Granger 30551	White	40"	Emergency lighting



Panel A

Load	Watts A	Watts B	Panel A	Panel B
A/C Cond.	2520	2520	40	1
Trucks up	500	500	20	5
Air Fan #1	500	500	20	7
Air Fan #2	500	500	20	9
Lighting	1040	1040	20	11
Lighting	1040	1040	20	13
Lighting	1040	1040	20	15
Lighting	1040	1040	20	17
Lighting	1040	1040	20	19
Lighting	1040	1040	20	21
Lighting	1040	1040	20	23
Lighting	1040	1040	20	25
Lighting	1040	1040	20	27
Lighting	1040	1040	20	29
Lighting	1040	1040	20	31
Lighting	1040	1040	20	33
Lighting	1040	1040	20	35
Lighting	1040	1040	20	37
Lighting	1040	1040	20	39
Lighting	1040	1040	20	41
Lighting	1040	1040	20	43
Lighting	1040	1040	20	45
Lighting	1040	1040	20	47
Lighting	1040	1040	20	49
Lighting	1040	1040	20	51
Lighting	1040	1040	20	53
Lighting	1040	1040	20	55
Lighting	1040	1040	20	57
Lighting	1040	1040	20	59
Lighting	1040	1040	20	61
Lighting	1040	1040	20	63
Lighting	1040	1040	20	65
Lighting	1040	1040	20	67
Lighting	1040	1040	20	69
Lighting	1040	1040	20	71
Lighting	1040	1040	20	73
Lighting	1040	1040	20	75
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Lighting	1040	1040	20	107
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Lighting	1040	1040	20	115
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Lighting	1040	1040	20	119
Lighting	1040	1040	20	121
Lighting	1040	1040	20	123
Lighting	1040	1040	20	125
Lighting	1040	1040	20	127
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Lighting	1040	1040	20	383
Lighting	1040	1040	20	385
Lighting	1040	1040	20	

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: February 13, 2006 Prepared by: Mary Nash

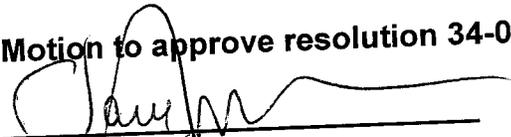
Resolution No. 34-06

Title of Item: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, INC. (VICTORIA PAONESSA) FOR THAT CERTAIN PROPERTY KNOW AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA.

Summary Explanation/Background Information on Agenda Request:

See attached resolution and agreement 34-06.

Motion to approve resolution 34-06.

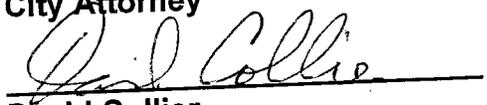


Paul J. Nicoletti

City Attorney

2-8-06

Date

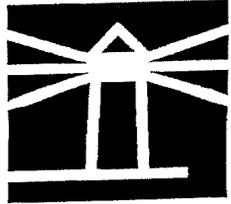


David Collier

City Manager

2/8/06

Date



SCRIPPS HOWARD

SCRIPPS TREASURE COAST NEWSPAPERS

The Stuart News
The Port St. Lucie News

1939 S. Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA

COUNTY OF MARTIN; COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, S. Darlene Mailing, who on oath says that she is Classified Inside Sales Manager of the Stuart News and the Port St. Lucie News, a daily newspaper published at Stuart in Martin County, Florida; that the attached copy of advertisement was published in the Stuart/Port St. Lucie News in the following issues below. Affiant further says that the said Stuart/Port St. Lucie News is a newspaper published in Stuart in said Martin County, Florida, with offices and paid circulation in Martin County and St. Lucie County, Florida, and that said newspapers have heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin and St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Stuart News has been entered as second class matter at the Post Offices in Stuart, Martin County, Florida and Ft. Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

<u>Customer</u>	<u>Ad Number</u>	<u>Pub Date</u>	<u>Copyline</u>	<u>PO #</u>
CITY OF STUART	922180	01/28/2005	RFP 2005-30	

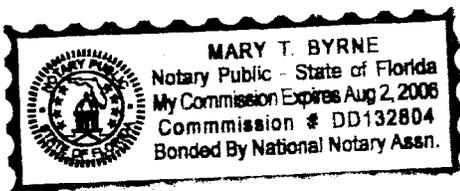
Subscribed and sworn to me before this date:

JANUARY 28, 2005

S. Darlene Mailing

Mary T. Byrne

Notary Public



REQUEST FOR
PROPOSALS
RFP Number 2005-30
amended
Lease & Operation of a
facility to provide food &
beverages at 351 Flagler
Avenue

The City of Stuart, Florida is accepting proposals from qualified persons or firms for the lease and operation of the City owned Building at 215 S.W. Flagler Avenue for Food and Beverage Services to serve patrons of Flagler Park, Southpoint Anchorage and the Fishing Pier.

INSTRUCTIONS TO SUBMITTING FIRMS OR INDIVIDUALS

All proposals must be submitted with, 1 original and 5 copies, in a sealed envelope, plainly marked on the outside with the description: "RFP 2005-30 Lease & Operation of a facility to provide food & beverages at 351 Flagler Avenue". Proposals shall be submitted together with any and all supporting documentation enclosed. A complete RFP package, which contains all the necessary information, may be obtained at the City's Public Works Department, Contract Administrator's Office at 101 SW Flagler Avenue, Stuart, Florida, at no cost. Telephone: (772) 288-5308.

Proposals from individuals and firms will be received at the Contractor's Administrator's Office, 101 S.W. Flagler Avenue, Stuart, Florida

34994, until 2:30 P.M. local time on Wednesday, February 23, 2005. Submittals may be either mailed or hand delivered to the Office of the Contracts Administrator prior to the above deadline. Proposals will be publicly opened and read aloud at the appointed time and date, or as soon as possible thereafter. In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this bid opening who needs a special accommodation, should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday. It is the responsibility of the bidder to assure that proposals are received in the Office of the Purchasing Agent not later than the specified time and date. Submittals received after this date and time will not be accepted or considered and will be returned to the respondent unopened. No telegraph or facsimile submissions will be considered. No submissions will be accepted or received in any other office.

There will be a non-mandatory pre-submittal conference in the City Hall Annex Conference Room, 101 SW Flagler Avenue, Stuart, Florida at 1:30 PM on Friday, February 11, 2005. Pursuant to the require-

PROPOSAL
to
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Original



Pelican Café

215 S.W. Flagler Avenue
Stuart, Florida 34994
Ph: (772) 221-Pelican

Submitted by
VICTORIA PAONESSA
442 SE Robalo Court
Stuart, Florida 34996
Home (772) 223-1033 / Cell: (772) 631-7276

INDEX

Letter of Transmittal

Description of Alterations, Modifications or Changes Proposed by Respondent

Description of Operating Facility:

- Complete listing of quantities, kind and type of stock and related items to be sold (Dry goods, foods, beverages, etc.)
- Sample Menu
- Specialized equipment to be used
- Days and hours of operation
- Accessories and related items for sale
- After hours and holiday availability
- Other operational information

Resume

Terms of Lease of Facility

VICTORIA PAONESSA

442 SE Robalo Court
Stuart, Florida 34996

Home (772) 223-1033 / Cell: (772) 631-7276

February 23, 2005

Commissioners
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

RE: Proposal for Pelican Café
Flagler Park

Dear Commissioner(s)

My family arrived in Stuart in 1969 and operated the Pelican Hotel till 1970, after which ran the All Sweet Bakery in Jensen Beach from 1972 until 1990. As you can see by my extensive Resume I have continued my career in the service industry from 1969 to the present.

It has been my life long dream to operate my own dining establishment. My proposal is to succeed at this endeavor by retaining the integrity of this historic building. I foresee a small eating and drinking Café offering a limited, but unique menu. The decor and menu will reflect the works of local artists and the history of our area; a casual atmosphere to enjoy the beauty of the scenic St. Lucie River.

I look forward to helping host any City sponsored event and to assist the City with all waterfront activities. I believe my experience, knowledge and work ethic will be a great asset in a successful partnership between the City and myself.

Sincerely,



Victoria Paonessa

enclosure: Proposal
Resume
Menu

DESCRIPTION
OF
ALTERATIONS, MODIFICATIONS OR CHANGES

Phone 772-337-4838
Fax 772-337-0747

Project: Pelican Cafe
Owner: Victoria Paonessa
Stuart, Florida

Dear Victoria,

It was a pleasure meeting you and we are looking forward to being able to work with you on your new project. PVD Development has received a preliminary design which has been provided to us by John Foster, the architect. Based on this information we have formatted a projected cost proposal for your review. Since there has been no actual working drawing provided at this time, this cost is only projected and therefore the actual cost may vary from this written proposal.

PVD Development will provide the following trades:

PLUMBING- Handicap accessible bathrooms, sinks to be used for food preparation, water and sewer lines (in the building only), grease trap (installed).
ELECTRICAL- Will provide sub-panel for additional 100 AMP service, light fixtures, hookup for equipment (walk in cooler, electric deep fryers, A/C, etc.) Anything pertaining to the existing building that would be required to bring it up to code. Alarm, Fire and Security to be provided by others.
CARPENTRY- Counter tops, windows, doors, framing, drywall, acoustical ceiling.
CONCRETE- Trenching, slab for cooler.
STUCCO- Patch and repair around all new openings.
FLOORING- In new bathroom (to be determined)
WINDOWS- Low impact rated windows.
HVA/C- Install new 2 1/2 Ton system.
WALK IN COOLER- Insulated walk in cooler with compressor.

The following exclusions shall apply:

ELECTRICAL- Core and bore or trench beyond 5'0" of building.
PLUMBING- Core and bore or trench beyond 5'0" of building.
STRUCTURAL- Repairs to the existing foundation or walls of the perimeter of the building. (Observed stress related separation in mortar joints.)
ROOF- PVD Development was informed that there are probable leaks in the roof.
FIRE AND ALARM- As stated previously, to be done by others.

The projected cost for PVD Development to execute the above mentioned scope of work shall be \$70,000.00. Again, it was a pleasure meeting you and we are excited and looking forward to working together with you on this project. Please feel free to contact us at any time should you have any questions.

Sincerely,

Allan David Kellerman

COMPLETE LISTING OF QUANTITIES, KIND AND TYPE OF STOCK

AND

RELATED ITEMS TO BE SOLD (Dry goods, foods, beverages, etc.)



Pelican Café



Take out or Dine next to the Scenic St. Lucie River
Sunrise to Sunset

Menu

Sunrise Munchee's

Bagels
Muffins
Coffee
Juice

Salads

House of Refuge
Manatee

Pelican Specialty's

Caboose Burger - All the Way
Outrigger Chix
Potsdamn Dog
Heritage Wrap
City of Stuart Burger
Seymour Gideon Bucket of Shrimp
Poor Bob's Fishy
Pelican Delight - Chef's Choice

Sides

Haney Wedges
Lyrical Fruit Salad



Kid's
Peanut Butter & Jellyfish Sand
Grilled Cheese in Paradise

Drinks
Soda
Coffee
Iced Tea
Juice
Shakes
Beer
Wine

Join us for
HAPPY HOUR
Sunset Munchees
&

Music at the Tiki Bar
Bucket of Shrimp
Conch Fritters
Fried Calamari
Smoke Fish Dip



A Bucket of Beer

Host a Birthday Party in the Park

Hours of Operation - Sunrise to Sunset
215 SW Flagler Ave., Stuart, Florida 34994
(772) - 221-Pelican

Sysco Order Guide Report-Order By Category

MA: Missano, Gene
 Company No: 032
 Customer No: 196832
 Customer Name: ZMAC'S GROCERY
 Phone No: 772-597-3466 X
 Terms: CASH ONLY ON DELIVERY-NO CHEC
 Address1: 16968 SW CHARLESTON AVE
 Address2:
 Address3:
 City: INDIANTOWN
 State: FL
 Zip Code: 34956-3837
 Ship To Customer#:

Company Name: SYSCO Food Services of
 Order#: 3193
 Date Entered: 2/28/2005 1:43:53PM
 Date Sent: 2/28/2005 1:44:32PM
 Delivery Date: 3/1/2005 12:00:00AM
 PO#:
 Inv.Instruction1:
 Inv.Instruction2:
 Inv.Instruction3:
 Inv.Instruction4:
 Routing Instruction1:
 Routing Instruction2:
 Routing Instruction3:
 Routing Instruction4:

SUPC	Description	Pack	Size	Brand
------	-------------	------	------	-------

DAIRY PRODUCTS

9035429	CHEESE AMER 120 DELI SLI YFI	4 /	5 LB	BBRL
8626624	CHEESE SWISS SNDWCH CUTOnly/ CHEF	8#AVG		BREWSTR
6037071	MILK CHOCOLATE SINGLE SERVE 2%	12 /	14 OZ	HERSHEY

MEATS

5193222	BEEF GRND PTY CH 80/20 RND FRS	24 /	8 OZ	FIREIMP
1737535	FRANK ALL BEEF NY STY 8X1 N/C	4 /	5 LB	BBRLSUP

SEAFOOD

6252399	CALAMARI RING SQD BRD ITAL STY	1 /	6 LB	SYS CLS
2438513	COD FIL BRD RAWCRNCHY 4OZ	1 /	10 LB	FISHERY
9092230	COD FIL PUB BRD 8 OZ	1 /	10 LB	BIGBOBS
1984699	CONCH FRTRR RAW BTR	Only/	5 LB	NEPTUNE
8792202	CONCH MEAT 100% CLEANEDOnly/		5 LB	PACKER
2367779	DIP SMOKED FISH	2 /	5 LB	ATLANTS
4788998	SHRIMP BASKET BRD POUCH	24 /	8 OZ	SYS REL

SUPC Description Pack Size Brand

POULTRY

7660939 CHICKEN BRST PRCK W\GRILL40/ 4 OZ HORMEL
MRK
9746173 CHICKEN WING 1&2 SUPER 8 / 5 LB PIERCE
JMBO
7287758 CORN DOG ALL MEAT HNY 72/ 4 OZ SYS CLS
BTR CN

FROZEN

6686570 BAGEL ASST PARBKD 4 OZ 12/ 6 CT BBRLCLS
UNSLI
2296457 BATTER MUFFIN 6 / 3 LB BKRSCLS
BAN/WALNUT TUBE
2296424 BATTER MUFFIN BLUEBERRY 6 / 3 LB BKRSCLS
TUBE
6796585 BATTER MUFFIN CAPP CHOC 6 / 3 LB PILLSBY
CHUNK
2296408 BATTER MUFFIN LEMON 6 / 3 LB BKRSCLS
POPPY TUBE
1517028 BATTER MUFFIN ORANGE 6 / 3 LB PILLSBY
BLOSSOM
6279426 BREAD WHITE CNTRY 10/ 24 OZ BBRLCLS
BTRMILK 14SL
2626760 BUN HAMBURGER SESAME 5" 8 / 8CT SYS CLS
0124677 BUN HOT DOG 6" 1.7OZ 10/ 12 CT SYS CLS
3990892 PATTY VEGETABLE VEGAN 48/ 3.4 O MOONROS
OPTI CHC
5072186 POTATO SWEET TRIM FRIES 6 / 2.5 L LAMB
3/8"
7398696 POTATO WEDGE ORIG BTR 6 / 5 LB SYS IMP
8072795 WRAP TORTILLA GRCL HERB 6 / 12 CT BBRLCLS
12"
8072654 WRAP TORTILLA TOMATO 6 / 12 CT BBRLCLS
BASIL 12"

CANNED AND DRY

5508031 CHIP POTATO BBQ KCM LSS 60/ 1.5OZ LAYS
5509591 CHIP POTATO RIDGED REG 60/ 1.5OZ RUFFLES
BIG GRB
6889125 CRANBERRY DRIED CRAISINS 1 / 10 LB OCNSPRY
5005327 DRESSING CAESAR W/EGG 4 / 1 GAL SYS IMP
7769797 DRINK FRUIT ORANGINA 24/ 16 OZ YOO HOO
7468515 DRINK FRUIT PUNCH 24/ 20 OZ GATRADE
WIDFMOUTH PI
8007858 DRINK ICE TEA LMN CAN 24/ 11.5 ARIZONA

SUPC	Description	Pack	Size	Brand
8007874	DRINK ICE TEA RASP CAN	24/	11.5	ARIZONA
2728889	DRINK LEMONADE YEL CANS	24/	16 OZ	ARIZONA
1606490	JUICE ORANGE PEI	24/	10 OZ	TROPICANA
4029500	KETCHUP PACKET (SYS/HNZ)	100/	9 GM	SYS CLS
5605449	KETCHUP SQUEEZE BOTTLE PLASTIC	24/	14 OZ	HEINZ
4122594	MUSTARD PACKET	100/	1/5 O	HEINZ
4006664	MUSTARD SPICY BROWN	24/	8 OZ	GULDEN
7850597	SAUCE BBQ DIPPING CUP	100/	1.5OZ	HELLMAN
7850837	SAUCE CHEESE BLUE DIPPING CUP	100/	1.5OZ	HELLMAN
7849839	SAUCE CHILI ANCHO CHIPOTLE CUP	100/	1.5OZ	HELLMAN
7850308	SAUCE GARLIC RSTD DIP CUP	100/	1.5OZ	HELLMAN
7849912	SAUCE MUSTARD HNY DIP CUP	100/	1.5OZ	HELLMAN
7850639	SAUCE TARTAR DIPPING CUP	100/	1.5OZ	HELLMAN
4099925	SODA COCA COLA CLASSIC	24/	12 OZ	COCACOL
4187357	SODA COKE DIET	24/	12 OZ	COCACOL
5558333	SODA CREAM	24/	12 OZ	DR BRNS
4146387	SODA ROOT BEER	24/	12 OZ	A&W
5360359	SODA SPRITE	24/	12 OZ	SPRITE

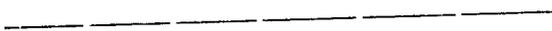
PRODUCE

3412962	FRUIT MIX / GRAPE JUICE	4 /	1 GAL	SYS IMP
1908318	LETTUCE ICEBERG PREMIUM PLTIZD	1 /	24 CT	SYS NAT
7021678	LETTUCE ROMAINE CHOPPED FRSH	6 /	2 LB	SYS IMP
3629433	LETTUCE SPRING MIX CONV PLLW	1 /	3 LB	SYS CLS
1094721	ONION YELLOW FRESH	50#/	JUMBO	SYS IMP
9692898	POTATO KNISHE JR.	30/	COUNT	BLRIDGE
1763432	TOMATO BULK 5X6 FRESH	1 /	25 LB	SYS IMP

DISPENSER BEVRG

1151570	COFFEE DECAF FLVR FLTR PK	80/	.9 OZ	FOLGERS
---------	---------------------------	-----	-------	---------

SUPC	Description	Pack	Size	Brand
7448988	COFFEE GRND SPEC DFI TVFTR PK	112/	1.4 O	MAX HSE



SPECIALIZED EQUIPMENT TO BE USED

Gas Range
Gas Grill
Fry
Food Well
Cooler
Sandwich Prep Table
Ice Machine
Work Table Small Slicer

DAYS AND HOURS OF PROPOSED OPERATION

Sunrise to Sunset

ACCESSORIES AND RELATED ITEMS FOR SALE

Historical Art Work by Local Artists
T-Shirts
Hats

AFTER HOURS AND HOLIDAY AVAILABILITY

City Sponsored Events
Holidays

Birthday Parties
Sunset Celebrations
Tiki Bar with Outdoor Music

Perks

Children Events for Flagler Recreation Center
City Employee Benefits

VICTORIA PAONESSA

442 SE Robalo Court

Stuart, Florida 34996

Home (772) 223-1033 / Cell: (772) 631-7276

OBJECTIVE: Open and run a Downtown Café where I can utilize my 29 years professional experience and proven skills in the restaurant business.

CAREER HISTORY:

- 1992 - Present **FLAGLER GRILL**, Stuart, Florida
Dining Room Manager
- Customer relations
 - Oversee staff, hire, train, terminate employees
 - Open and closing duties
 - Order food and beverage
 - Inventory control
 - Daily computer input
- 1993 - 1994 **T.A. VERN'S**, Stuart, Florida
General Manager responsible for opening new restaurant
- Hired and trained staff
- 1991 - 1992 **LUNA'S ITALIAN RESTAURANT**, Stuart, Florida
Dining Room Manager
- Same responsibilities as Flagler Grill
- 1986 - 1987 **MR. LAFF'S RESTAURANT**, Stuart, Florida
Server
- 1983 - 1985 **FROGGY'S**, Stuart, Florida
Bartender
- 1980 - 1983 **FRANCES LANGFORD'S OUTRIGGER RESTAURANT**, Jensen Beach, Florida
Server
- 1976 - 1980 **WAYSIDE INN**, Jensen Beach, Florida
Server

CERTIFICATION:

2000 **Certified Safe Food Handler**

REFERENCES:

Paul Daly
Flagler Grill
(772) 221-9517

Don Lloyd
Former Owner Flagler Grill
(772) 221-3333

Danny Horton
288-0550

STATEMENT OF TERMS FOR LEASE

OF

FACILITY

February 28, 2005

City Commissioners
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Proposal for Pelican Café, Flagler Park, City of Stuart, FL (the "Property")

Dear Commissioners:

The purpose of this letter is to set forth a proposal to lease the above referenced Property, currently known as the "Snook Nook", on the terms and conditions contained in this letter. The terms and conditions of this proposal are subject to the execution of a lease satisfactory to both parties.

The undersigned, Victoria Paonessa, her successors or assigns ("Lessee") shall enter into a lease of the Property with the City of Stuart ("Lessor"). The terms and conditions of the proposed lease shall include, but not necessarily be limited to, the following:

1. **Premises.** The Premises shall consist of that certain area located within Flagler Park currently known as the "Snook Nook" containing approximately 1,000 square feet (including porches and decks) located within the City of Stuart.
2. **Term.** The initial lease term shall be for five (5) years.
3. **Renewal Options.** Lessee shall have the option to renew the term for two (2) additional 5-year terms.
4. **Rental.**
 - a. Rent shall commence on the Commencement Date (as described below) and shall be due and payable during the term of the lease. The monthly base rental for the term shall be \$1,200.00, (or the annual sum of \$14,400.00).

b. In addition to the base rental set forth in paragraph 4(a) above, Lessee shall be responsible to pay Lessor additional rent equal to three percent (3%) of Lessee's gross sale derived from the premises. Said gross sales shall be determined on a monthly basis and shall be due and payable to Lessor on or before the 15th day of the following month.

c. In addition to the rent set forth in paragraph 4(a) and 4(b) above, Lessee shall be responsible for any and all sales tax, together with any utilities servicing the premises.

5. **Title.** Lessor represents and warrants to Lessee that Lessor has fee simple title ownership to the Property.

6. **Commencement Date.** The Commencement Date under the lease shall be the earlier of (i) that date upon which Lessee takes occupancy of the premises and opens for business, or (ii) July 1, 2005 (the "Commencement Date").

7. **Broker.** Each party represents to the other that neither party has dealt with any real estate broker, salesman or agent in connection with this transaction. Each party agrees to indemnify the other against any claims for commissions, payments or fees from a party claiming to have dealt with the indemnifying party in connection with the lease of the Premises, excluding Broker.

8. **Assignment.** The formal lease shall provide that Lessee may not assign the lease, except to an entity of which Lessee is the controlling party, without the consent or approval of Lessor, which approval may be unreasonably withheld.

9. **Authority of Lessor.** The party signing on behalf of Lessor hereby represents and warrants to Lessee that he has full authority to sign this letter of intent and bind the Lessor as well as authority to execute the purchase contract on behalf of the Lessor.

10. **Authority of Lessee.** The undersigned represents that he has full power and authority to execute this letter of intent and the purchase contract on behalf of the Lessee, provided, however, Lessee shall have no personal liability whatsoever in connection with this transaction.

11. **No Other Proposals.** In consideration of the undertakings of the Lessee, the covenants contained herein and other good and valuable consideration, the party signing this letter of intent on behalf of Lessor agrees that it shall not lease the Premises to any other party except for Lessee, or Lessee's successor, for a period of thirty (30) days after the execution of this letter of intent.

If the terms and conditions of this letter of intent are acceptable, please execute the enclosed copy of this letter of intent where indicated below. Lessee's counsel shall then proceed to prepare a formal lease agreement based upon this letter of intent and delivery the same to you within thirty (30) days after the full execution hereof.

Sincerely,

"Lessee"

Victoria Paonessa

The terms and conditions contained in this letter of intent are acknowledged and agreed to:

"Lessor"

CITY OF STUART

By: _____

Its: _____

(Date)





**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 131-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, INC. (VICTORIA PAONESSA) FOR THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA TO EXTEND THE OCCUPANCY DATE FROM AUGUST 1, 2006 TO OCTOBER 1, 2006; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an addendum to the lease agreement between the City and The Pelican Café, Inc. (Victoria Paonessa) for that certain property known as the "Coast Guard Auxiliary Building", 351 SW Flagler Avenue, Stuart, Florida extending the occupancy date from August 1, 2006 to October 1, 2006. A copy of lease agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 24th day of July, 2006.

Commissioner Krauskopf offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

**CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL J. MORTELL, COMMISSIONER
JAMES A. CHRISTIE, JR., COMMISSIONER**

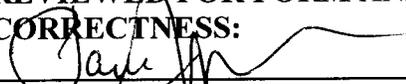
YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ATTEST:


**CHERYL WHITE
CITY CLERK**



**CAROL S. WAXLER
MAYOR**

**REVIEWED FOR FORM AND
CORRECTNESS:**


PAUL J. NICOLETTI, CITY ATTORNEY

FIRST ADDENDUM TO
PELICAN CAFÉ LEASE

THIS FIRST ADDENDUM to Lease, is made and executed as of the 24 day of July, 2006, between THE CITY OF STUART, FLORIDA "Lessor," 121 SW Flagler Avenue, Stuart, Florida 34994 and PELICAN CAFÉ, INC., 351 FLAGLER AVENUE "Lessee"

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease dated April 1, 2006; and

WHEREAS, the Lessor and Lessee have agreed to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Section 5.03 Tenant Improvements paragraph 2 of Article V – Constuction, Delivery and Tenant Improvements is hereby amended to read as follows:

1. The date of August 1, 2006 to obtain a certificate of occupancy is hereby extended to October 1, 2006.

2. All of the terms and conditions of the Lease not amended hereby shall remain in full force and effect.

ATTEST



CHERYL WHITE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

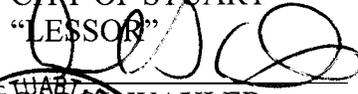


PAUL J. NICOLETTI, CITY ATTORNEY

WITNESSES:



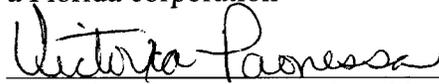
CITY OF STUART
"LESSOR"



CHERYL A. WHITE
CITY CLERK



"LESSOR"
Cheryl A. White
City Clerk
PELICAN CAFÉ, INC.
a Florida corporation



By: Victoria Panonessa, President

AGENDA ITEM REQUEST

MEETING DATE July 24, 2006 PREPARED BY: MARY NASH

Resolution 131-06

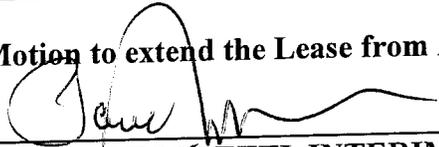
TITLE OF ITEM: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA TO EXTEND THE OCCUPANCY DATE FROM AUGUST 1, 2006 TO OCTOBER 1, 2006; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SUMMARY EXPLANATION/BACKGROUND INFORMATION

The Lessee, Victoria Paonessa has requested an extension of lease for occupancy of the property because of the delay in receiving her permits to start repair of the building.

DEPARTMENT HEAD RECOMMENDED ACTION:

Motion to extend the Lease from August 1, 2006 to October 1, 2006.



PAUL J. NICOLETTI, INTERIM
CITY MANAGER/CITY ATTORNEY

7-19-06
Date

Pelican Cafe
FAX
223-1428



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk's Office

Cherie White, City Clerk
cwhite@ci.stuart.fl.us

August 9, 2006

Pelican Café
351 SW Flagler Avenue
Stuart, Fl. 34994

REFERENCE: Addendum to Lease Agreement

Enclosed is one original above named addendum for your files.

Should you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

Respectfully,

Cheryl White 
City Clerk

Enc

COPY

PALM BEACH NOTICES, INC
PO BOX 123
JUPITER, FL 33458
Tel:(561) 746-4400 Fax:(561) 746-6500
Email: INFO@PBN.BZ



7006 0810 0002 6451 6929



1271 U.S. POSTAGE PB5552385
1616 \$04.64 JUN 21 2006
5737 MAILED FROM ZIP CODE 33458

FIRST CLASS MAIL

70060810000264516929
CITY OF STUART
121 FLAGLER AVENUE
STUART FLORIDA 34994

RETURN RECEIPT
REQUESTED

NOTICE TO OWNER

34994+2139-21 C003



6451 6929

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



WARNING! FLORIDAS CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/NOTICE TO CONTRACTOR

70060810000264516929
CITY OF STUART
121 FLAGLER AVENUE
STUART FLORIDA 34994

DATE: 06/21/2006
FILE: 4029901
JOB #:
Bond #:

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials and related items as follows:

ELECTRICAL REMODEL

for the improvement of the real property identified as:

PORTION OF LAND LYING IN SECTION 05-38-41
PUBLIC RECORDS MARTIN COUNTY,
PELICAN CAFE
351 SOUTHWEST FLAGLER AVENUE
STUART FLORIDA

UNDER AN ORDER GIVEN BY VICTORIA PAONESSA

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes. If there is a PAYMENT BOND, DEMAND IS HEREBY MADE that within ten (10) days of receipt of this notice, the owner is required by Florida Statutes Section 713.23, to furnish written notice of the existence, including the name and address of the surety and the principal under the bond of any payment bond furnished pursuant to section 713.23 Florida Statutes. IN THE EVENT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C, SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THIS NOTICE IS NOT A LIEN, CLOUD OR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

IMPORTANT INFORMATION FOR YOUR PROTECTION

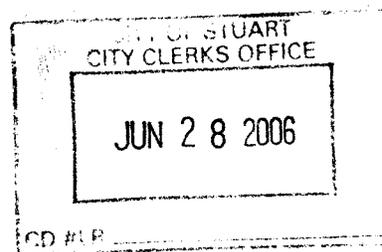
Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF

RECOGNIZE that this Notice To Owner may result in lien against your property unless all those supplying a Notice To Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713 Part 1 Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

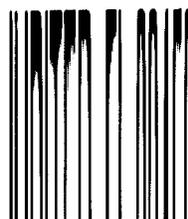
VICTORIA PAONESSA
442 ROBALO COURT
STUART FLORIDA 34994

70060810000264516936
SPECIAL FORCES
623 BUCK HENDRY WAY
STUART FLORIDA 34994



By: Donna Dirr
Authorized agent for:
All demands pursuant to Chapter 713 Florida Statutes are to be directed to:
W D COOK ELECTRICAL SERVICES
1501 DECKER AVENUE # 521
STUART FLORIDA 34994
772-2203777

PALM BEACH NOTICES, INC
PO BOX 123





**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 190-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, INC. (VICTORIA PAONESSA) FOR THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA TO EXTEND THE OCCUPANCY DATE FROM TO OCTOBER 1, 2006 TO NOVEMBER 1, 2006; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an addendum to the lease agreement between the City and The Pelican Café, Inc. (Victoria Paonessa) for that certain property known as the "Coast Guard Auxiliary Building", 351 SW Flagler Avenue, Stuart, Florida extending the occupancy date from October 1, 2006 November 1, 2006. A copy of lease agreement is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 23rd day of October, 2006.

Commissioner Mortell offered the foregoing resolution and moved its adoption.

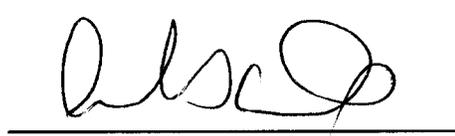
The motion was seconded by Commissioner Christie and upon being put to a roll call vote, the vote was as follows:

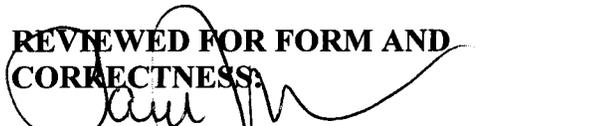
CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
MICHAEL J. MORTELL, COMMISSIONER
JAMES A. CHRISTIE, JR., COMMISSIONER

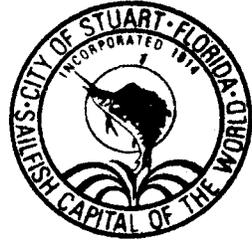
YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ATTEST:

CHERYL WHITE
CITY CLERK


CAROL S. WAXLER
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY



Cheryl A. White
City Clerk

SECOND ADDENDUM TO
PELICAN CAFÉ LEASE

THIS FIRST ADDENDUM to Lease, is made and executed as of the 23 day of October, 2006, between THE CITY OF STUART, FLORIDA "Lessor," 121 SW Flagler Avenue, Stuart, Florida 34994 and PELICAN CAFÉ, INC., 351 FLAGLER AVENUE "Lessee"

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease dated April 1, 2006; and

WHEREAS, the Lessor and Lessee have agreed to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Section 5.03 Tenant Improvements paragraph 2 of Article V – Constuction, Delivery and Tenant Improvements is hereby amended to read as follows:

1. The date of August 1, 2006 to obtain a certificate of occupancy is hereby extended to November 1, 2006 at which time the Lessee shall begin payment of lease.

2. All of the terms and conditions of the Lease not amended hereby shall remain in full force and effect.

ATTEST:



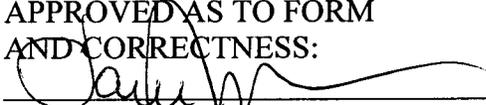
CHERYL WHITE
CITY CLERK

CITY OF STUART
"LESSOR"



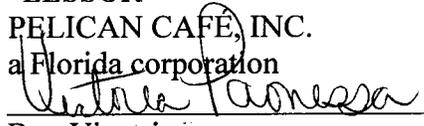
CAROL WAXLER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



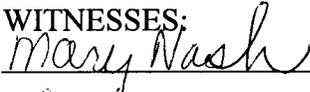
PAUL J. NICOLETTI, CITY ATTORNEY

"LESSOR"
PELICAN CAFÉ, INC.
a Florida corporation

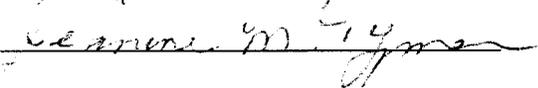


By: Victoria Paonessa

WITNESSES:



Mary Nash



Sean M. Sykes

7

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: OCTOBER 23, 2006

Prepared by: Mary Nash

Resolution No. 19⁰-06

Title of Item:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, INC. (VICTORIA PAONESSA) FOR THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA TO EXTEND THE OCCUPANCY DATE FROM TO OCTOBER 1, 2006 TO NOVEMBER 1, 2006; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

See attached resolution 192-06.

DEPARTMENT RECOMMENDED ACTION

Motion to approve resolution 192-06.



Paul J. Nicoletti
City Attorney

10-18-06

Date



Dan Hudson
City Manager

10/18/06

Date



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk's Office

Cherie White, City Clerk
cwhite@ci.stuart.fl.us

October 30, 2006

Pelican Café, Inc.
351 SE Flagler Ave
Stuart, Fl. 34994

REFERENCE: Second Addendum to Lease Agreement

Enclosed please find one original the above named approved addendum to the Lease Agreement with the City of Stuart. I have also enclosed, for your records a copy of the City's adopted Resolution 190-06.

Should you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

Respectfully

COPY

Cheryl White, CMC
City Clerk

Enc

ACORD. CERTIFICATE OF LIABILITY INSURANCE OP ID CH PELIC-8 DATE (MM/DD/YYYY) 01/30/07

PRODUCER The Flastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Pelican Cafe 351 SW Flagler Avenue Stuart FL 34994		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <u>Mapfre</u>	
		INSURER B: <u>Zenith Insurance Co.</u>	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	AGGR	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	CP0321104	10/20/06	10/20/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ ALTO ONLY: AGG \$
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z068665301	10/20/06	10/20/07	WE STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
				OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as Additional Insured with respects General Liability

CERTIFICATE HOLDER CIT092 City of Stuart 121 S.W. Flagler Avenue Stuart FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Tony C. Davenport
---	--

Pelican Cafe'
351 SW Flagler Avenue, Stuart, Florida
(772) 283-3133 / Fax 283-313

November 28, 2006

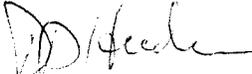
To Whom It May Concern,

Pelican Cafe' will be opened seven day's a week 7:00am to 8:00pm.

December 9th, 2006 we will be closed for a private party till 11:00pm.

Thank you,


Victoria Paonessa

Approved


NOTICE OF CANCELLATION OR NON RENEWAL

POLICY	4600010604972	COMMERCIAL PACKAGE P	POLICY PERIOD	FROM:	10/20/2006
INSURED	Pelican Cafe, Inc. Pelican Cafe 351 Sw Flagler Avenue Stuart, Fl 34994-0000			TO:	10/20/2007
			ATE OF CANCELLATION OR NON RENEWAL		10/20/2007
			DATE OF NOTICE		08/21/2007
			FILE NUMBER		IND - CP0321104

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

RECEIVED FROM:
 MAPFRE INSURANCE COMPANY OF FLORIDA
 5959 BLUE LAGOON DR SUITE 400
 MIAMI, FL 33126.2049

ONE (OR TWO) PIECE(S) OF ORDINARY MAIL ADDRESSED TO:
Pelican Cafe, Inc. Pelican Cafe
351 Sw Flagler Avenue Stuart, Fl 34994-0000

FOR USE AS A "CERTIFICATE OF MAILING" AS PROVIDED IN SECTION 931 OF THE DOMESTIC MAIL MANUAL, MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INDEMNIFICATION.

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

RECEIVED FROM:
 MAPFRE INSURANCE COMPANY OF FLORIDA
 5959 BLUE LAGOON DR SUITE 400
 MIAMI, FL 33126.2049

ONE (OR TWO) PIECE(S) OF ORDINARY MAIL ADDRESSED TO:
CITY OF STUART
121 S.W. FLAGLER AVE.
STUART, FLA. 34994

FOR USE AS A "CERTIFICATE OF MAILING" AS PROVIDED IN SECTION 931 OF THE DOMESTIC MAIL MANUAL, MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INDEMNIFICATION.

CERTIFICATION: I HEREBY CERTIFY THAT I PERSONALLY MAILED IN THE U.S. POST OFFICE AT THE PLACE AND TIME STAMPED HERE ON, THE ORIGINAL COPY OR COPIES OF THIS NOTICE OF CANCELLATION OR NONRENEWAL AND AT SAID TIME THE U.S. POST OFFICE THE RECEIPT PRINTED ABOVE.

SIGNED THIS _____ DAY OF _____ 20____ SIGNATURE _____

CANCELLATION - NON RENEWAL

You are hereby notified in accordance with the terms and conditions of the above-mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above

Notice to Lien holder or Mortgagee:

You are hereby notified that mortgage or loan agreement, payable to you as mortgagee or lien holder, which is a part of the above policy, issued to the above insured, is hereby cancelled in accordance with policy. Said cancellation to be effective on and after the hour and date mentioned above.

If premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective. If premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.

NON RENEWAL NOTICE

RETURN PREMIUM

N/A

COMPANY REQUEST. UNACCEPTABLE CLASS OF BUS. (REST. WITH DJ & BAND) ALSO TOO CLOSE TO A BODY OF WATER

Florida Joint Underwriting Association Information (applicable only to policies providing Automobile Liability and/or Personal Injury protection coverage): you have been notified herewith that this Company does not desire to carry your automobile insurance any longer. You are possibly eligible for automobile insurance through another Insurer or through the Association. Please consult your agent or company representative. This notification of the availability of the Florida Joint Underwriting Association is given pursuant to the provisions of section 627.726 of the Florida statutes.

PRODUCER

Hospitality Risk Consultants (70315)
 10337 North Military Trail
 Palm Beach Gardens, FL 33410

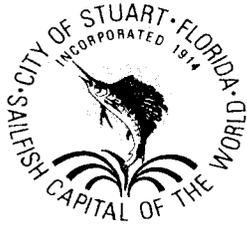
RECEIVED
 AUG 29 2007

CITY OF STUART-CITY MGR.

LIENHOLDER COPY

REF. NO: CP0321104

STUART CLERK'S OFFICE
 AUTHORIZED AGENT OR ATTORNEY IN FACT
 AUG 30 2007
 CW



City of Stuart

300 SW St. Lucie Avenue * Stuart * Florida 34994
Telephone: 772-600-1244

Department of Financial Services
Purchasing Division

Kristy Stevens
Contracts and Property Management Agent

Fax (772)288-5381
kstevens@ci.stuart.fl.us

September 14, 2007

Pelican Café, Inc.
Victoria Paonessa
351 SW Flagler Ave.
Stuart, FL. 34994

Dear Ms. Paonessa,

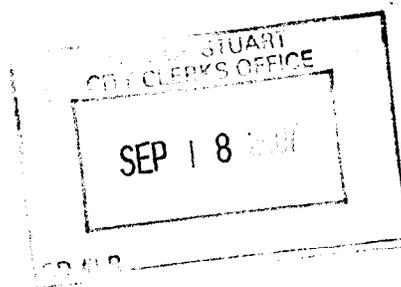
It has recently been brought to my attention that your insurance carrier MAPFRE Company of Florida has sent you a notice of cancellation or non renewal effective October 20, 2007. I have attached that notice to this letter.

As I am sure that you are in the process of locating another insurer please be sure to have the new "Certificate of Insurance" sent to my attention no later than October 20, 2007. In addition, please make sure that the City of Stuart is named as additional named insured on all of the insurance certificates.

If you have any questions, please do not hesitate to call me at 600-1244.

Sincerely,

Kristy Stevens
City of Stuart
Contract and Property Management Agent



cc: Cherie White, City Clerk

encl.

NOTICE OF CANCELLATION OR NON RENEWAL

POLICY	4600010604972	COMMERCIAL PACKAGE P	POLICY PERIOD	FROM:	10/20/2006
				TO:	10/20/2007
INSURED	Pelican Cafe, Inc. Pelican Cafe 351 Sw Flagler Avenue Stuart, Fl 34994-0000		DATE OF CANCELLATION OR NON RENEWAL		10/20/2007
			DATE OF NOTICE		08/21/2007
			FILE NUMBER		IND - CP0321104

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	AFFIX STAMP AND POSTMARK	U.S. POSTAL SERVICE CERTIFICATE OF MAILING	AFFIX STAMP AND POSTMARK
RECEIVED FROM: MAPFRE INSURANCE COMPANY OF FLORIDA 5959 BLUE LAGOON DR SUITE 400 MIAMI, FL 33126.2049 ONE (OR TWO) PIECE(S) OF ORDINARY MAIL ADDRESSED TO: Pelican Cafe, Inc. Pelican Cafe 351 Sw Flagler Avenue Stuart, Fl 34994-0000		RECEIVED FROM: MAPFRE INSURANCE COMPANY OF FLORIDA 5959 BLUE LAGOON DR SUITE 400 MIAMI, FL 33126.2049 ONE (OR TWO) PIECE(S) OF ORDINARY MAIL ADDRESSED TO: CITY OF STUART 121 S.W. FLAGLER AVE. STUART, FLA. 34994	
FOR USE AS A "CERTIFICATE OF MAILING" AS PROVIDED IN SECTION 931 OF THE DOMESTIC MAIL MANUAL, MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INDEMNIFICATION.		FOR USE AS A "CERTIFICATE OF MAILING" AS PROVIDED IN SECTION 931 OF THE DOMESTIC MAIL MANUAL, MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INDEMNIFICATION.	

CERTIFICATION: I HEREBY CERTIFY THAT I PERSONALLY MAILED IN THE U.S. POST OFFICE AT THE PLACE AND TIME STAMPED HERE ON, THE ORIGINAL COPY OR COPIES OF THIS NOTICE OF CANCELLATION OR NONRENEWAL AND AT SAID TIME THE U.S. POST OFFICE THE RECEIPT PRINTED ABOVE.

SIGNED THIS _____ DAY OF _____ 20 _____ SIGNATURE _____

CANCELLATION - NON RENEWAL			
You are hereby notified in accordance with the terms and conditions of the above-mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above If premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective. If premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.	Notice to Lien holder or Mortgagees: You are hereby notified that mortgage or loan agreement, payable to you as mortgagee or lien holder, which is a part of the above policy, issued to the above insured, is hereby cancelled in accordance with policy. Said cancellation to be effective on and after the hour and date mentioned above.		
NON RENEWAL NOTICE	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">RETURN PREMIUM</td> <td style="text-align: center;">N/A</td> </tr> </table>	RETURN PREMIUM	N/A
RETURN PREMIUM	N/A		
COMPANY REQUEST. UNACCEPTABLE CLASS OF BUS.(REST. WITH DJ & BAND)ALSO TOO CLOSE TO A BODY OF WATER			
Florida Joint Underwriting Association Information (applicable only to policies providing Automobile Liability and/or Personal Injury protection coverage): you have been notified herewith that this Company does not desire to carry your automobile insurance any longer. You are possibly eligible for automobile insurance through another insurer or through the Association. Please consult your agent or company representative. This notification of the availability of the Florida Joint Underwriting Association is given pursuant to the provisions of section 627.726 of the Florida statutes.			

PRODUCER

Hospitality Risk Consultants (70315)
 10337 North Military Trail
 Palm Beach Gardens, FL 33410

REF. NO: CP0321104

RECEIVED

AUG 29 2007

CITY OF STUART-CITY MGR.

LIENHOLDER COPY

CITY OF STUART
 CITY CLERK'S OFFICE

AUG 30 2007

AUTHORIZED AGENT OR ATTORNEY IN FACT

CW

CD #LR _____

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 179-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT OF LEASE FROM PELICAN CAFÉ, INC TO THE PELICAN CAFÉ, LLC PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

Section 1: The Mayor and City Clerk are hereby authorized to execute an Assignment of Lease from Pelican Café, Inc. to the Pelican Café, LLC. A copy of the Assignment of Lease is on file in the office of the City Clerk.

Section 2: This resolution shall take effect upon adoption.

Res. 179-007
Assignment of Pelican Café Lease

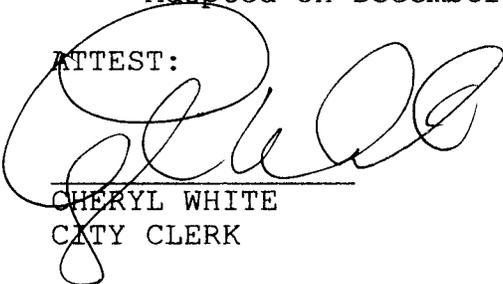
Commissioner MORTELL offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner WAXLER and upon being put to a roll call vote, the vote was as follows:

MAYOR JEFFREY KRAUSKOPF
VICE MAYOR JAMES CHRISTIE
COMMISSIONER MARY HUTCHINSON
COMMISSIONER MICHAEL MORTELL,
COMMISSIONER CAROL S. WAXLER,

YES	NO	ABSENT
X		
X		
X		
X		
X		

Adopted on December 10, 2007.

ATTEST:

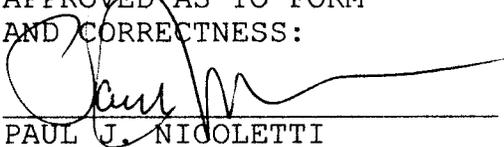


CHERYL WHITE
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



PAUL J. NICOLETTI
CITY ATTORNEY



ASSIGNMENT OF LEASE

IN RE: Tenancy located at 351 Flagler Avenue, Stuart, FL 34994, City of Stuart, Florida (Landlord) and Pelican Café, Inc. (Tenant)

WHEREAS Assignor, Pelican Cafe, INC., heretofore entered into a Lease with the City of Stuart, for the above described premises, dated on or about April 1, 2006; and

WHEREAS Assignor has formed a new operating entity to convert Pelican Café, Inc. into a Florida limited liability company, known as The Pelican Café, LLC, and accept a new member, to wit, Pelican Power, Inc.; and

WHEREAS Assignor wishes to assign all its lease rights under the aforesaid Lease as well as any security deposits, if any, and any assignable insurance coverages to Assignee, The Pelican Cafe, LLC; and

WHEREAS Assignee wishes to accept, and agrees to assume all the obligations under the aforesaid Lease;

NOW, THEREFORE, Assignor does hereby assign all its right, title and interest in the aforesaid Lease Agreement to The Pelican Café, LLC, and Assignee hereby agrees to accept and assume all the terms, conditions and restrictions of the aforesaid Lease Agreement, and Assignor hereby assigns all its right, title and interest in any security deposits and assumable insurances to The Pelican Café, LLC.

Pelican Café, Inc., a Florida corporation

By: Victoria Paonessa
Victoria Paonessa, as President

Mary Nash
Mary Nash

Belinda Parker
Belinda Parker

Dated: 12-4-07

ASSIGNMENT OF LEASE

IN RE: Tenancy located at 351 Flagler Avenue, Stuart, FL 34994, City of Stuart, Florida (Landlord) and Pelican Café, Inc. (Tenant)

Pelican Power, Inc., a Florida corporation

Mary Nash
Mary Nash

By: Paul Daly
Paul Daly, as President

Belinda Parker
Belinda Parker

Dated: 12-4-2007

The Pelican Café, LLC, a Florida limited liability company

Mary Nash

By: Victoria Paonessa
Victoria Paonessa, as Manager

Belinda Parker

Dated: 12-4-07

ACCEPTANCE

The City of Stuart, does hereby approve the foregoing Assignment of Lease dated April 1, 2006, for the premises located at 351 Flagler Avenue, Stuart, FL 34994, from Assignor, Pelican Café, Inc., to The Pelican Cafe, LLC, Assignee.

In respect to said Lease, The City of Stuart approves the change of interest and formation of a new operating entity known as The Pelican Café, LLC., and the entry of a new member in the LLC, to wit, Pelican Power, Inc.

Signed this ___ day of December, 2007.

City of Stuart, Florida

ATTEST:

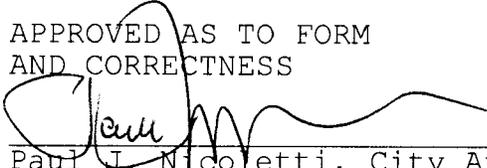
Mary Nash
Cheryl White, ~~City Clerk~~
Deputy

By [Signature]
Mayor

ASSIGNMENT OF LEASE

IN RE: Tenancy located at 351 Flagler Avenue, Stuart, FL 34994, City of Stuart, Florida (Landlord) and Pelican Café, Inc. (Tenant)

APPROVED AS TO FORM
AND CORRECTNESS



Paul L. Nicoletti, City Attorney

5

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: DECEMBER 10, 2007 Prepared by: Mary Nash

Resolution No. 179-07

TITLE OF ITEM:

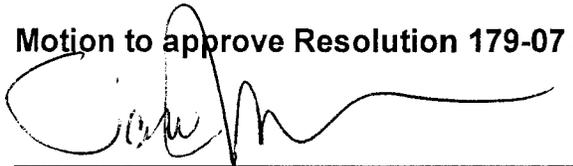
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT OF LEASE FROM PELICAN CAFÉ, INC TO THE PELICAN CAFÉ, LLC PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 179-07 and Assignment of Lease.

Recommended Action:

Motion to approve Resolution 179-07 and Assignment of Lease



PAUL J. NICOLETTI
CITY ATTORNEY

12-24-07

DATE



DAN HUDSON
CITY MANAGER

12/4/07

DATE



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 81-2010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, LLC FOR THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA, FOR AN ADDITIONAL (10) YEAR TERM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The City of Stuart and The Pelican Café, Inc. (now known as The Pelican Café, LLC) entered into a lease agreement on April 1, 2006; and

WHEREAS, This Lease is renewed for one additional five (5) year period ending October 31, 2016, at the sole option of the Tenant; and this Lease is renewed by mutual agreement of the parties for an additional five (5) year period through October 31, 2021. In the event that the tenant does not make renovations as shown on the attachment to the Lease extension and obtain a Certificate of Occupancy on or before October 31, 2015 (barring any major hurricane damage to the restaurant) this lease shall be terminable by either party on October 31, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor is hereby authorized to execute an extension to the lease agreement between the City and The Pelican Café, LLC for that certain property known as "The Coast Guard Auxiliary Building", 351 SW Flagler Avenue, Stuart, Florida.

SECTION 2: This Resolution shall take effect immediately upon its adoption.

RESOLUTION 81-2010
 Pelican Café LLC Extension of Lease

Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Hutchinson and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MORTELL, MAYOR
 CAROL S. WAXLER, VICE MAYOR
 MARY L. HUTCHINSON, COMMISSIONER
 JAMES A. CHRISTIE, JR., COMMISSIONER
 JEFFREY A. KRAUSKOPF, COMMISSIONER

YES	NO	ABSENT
—		
✓		
✓		
✓		
✓		

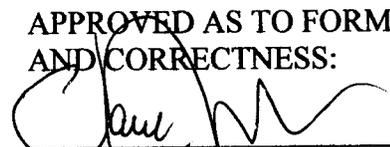
ADOPTED this 27th day of September, 2010.

ATTEST:


 CHERYL WHITE
 CITY CLERK



 MICHAEL J. MORTELL
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:


 PAUL J. NICOLETTI
 CITY ATTORNEY



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT made and entered into as of the September 27, 2010, by and between the **City of Stuart**, Florida, whose principal address is 121 South Flagler Avenue, Stuart, Florida 33494 its successors or assigns ("Landlord") and **Pelican Café, LLC.**, 351 Flagler Avenue, Stuart, Florida, 34996, doing business as the "Pelican Cafe" ("Tenant").

WITNESSETH:

1. The following terms of the Lease are amended as provided below:

1.02 Term: This Lease is renewed for one additional five (5) year period(s) through October 31, 2016, at the sole option of the Tenant; and this Lease is renewed by mutual agreement of the parties for an additional five (5) year period through October 31, 2021. In the event that the Tenant fails to make renovation improvements as noted on the attachment to this document to the building and the site, on or before October 31, 2015, then this Lease shall be terminable by either party on October 31, 2015 by the giving of notice as provided herein no later than October 1, 2015. This timetable may be renegotiated should there be significant hurricane damage to the restaurant causing unavoidable delays in construction.

9.01 Options to Renew: The Landlord and Tenant may mutually agree to extend the term of this Lease for additional five (5) year periods. In such event the rent shall be subject to the mutual negotiations of the parties. **THIS LEASE PRE-DATES AND IS THEREFORE NOT SUBJECT TO THE PROVISIONS OF SEC. 9.05, STUART CITY CHARTER REGARDING LONGTERM LEASE OF WATERFRONT PROPERTY.**

2. All other terms and conditions of the Lease Agreement dated April 1, 2006 with its two Addenda, the first dated July 24, 2006 and the second dated October 23, 2006 and an Assignment of Lease dated December 4, 2007, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Amendment to Lease Agreement in two (2) counterparts on the day and year first above

LANDLORD:

CITY OF STUART, FLORIDA


MICHAEL J. MORTELL
MAYOR

TENANT:

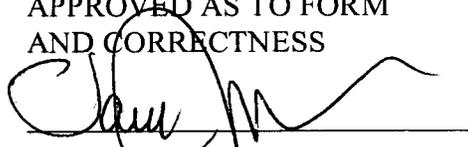
THE PELICAN CAFÉ, LLC
a Florida corporation

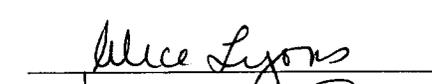
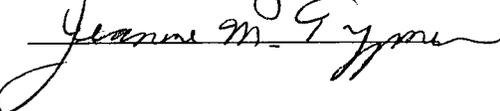

PAUL DALY
MANAGER

ATTEST

CHERYL WHITE
CITY CLERK



APPROVED AS TO FORM
AND CORRECTNESS

PAUL J. NICOLETTI
CITY ATTORNEY

WITNESSES:



RENOVATION IMPROVEMENTS TO BE COMPLETED BY OCTOBER 31, 2015

1. Bring grease traps up to Code specifications
2. Relocate LP tanks and bury, if possible
3. Upgrade restaurant food refrigeration
4. Relocate and replace ice machine
5. Spend \$5,000 for upgraded landscaping
6. Extend deck on east side of building to end of building adding approximately 24 seats
7. Cover decking on east side of building and install ceiling fans.

FACSIMILE TRANSMITTAL SHEET

From:

Jill Muchnij
jillm@rpamerica.com
Restaurant Programs of America
4500 PGA Blvd, Ste 301B
Palm Beach Gardens, FL 33418
561-691-4710
561-691-4712 (fax)

Subject:

Pelican Cafe

Message:

Alice~

Please see the attached certificate naming the City of Stuart as additional insured.

Thank you,



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 100-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, LLC FOR THAT CERTAIN PROPERTY KNOWN AS THE "COAST GUARD AUXILIARY BUILDING", 351 SW FLAGLER AVENUE, STUART, FLORIDA TO RECONFIGURE THE LEASED AREA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the original lease agreement allowed for seating arrangements over the waters owned by the State which is no longer permitted for commercial use.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The area under lease is adjusted to reconfigure the seating area to the east of the building site along the seawall on the north side of Flagler Park as provided in the attached site plan.

SECTION 2: The Mayor is hereby authorized to execute an amendment to the lease agreement between the City and The Pelican Café, LLC for that certain property known as "The Coast Guard Auxiliary Building", 351 SW Flagler Avenue, Stuart, Florida.

SECTION 2: This Resolution shall take effect upon its adoption.

RESOLUTION 100-2011
Pelican Café LLC Lease Amendment

Commissioner McDonald offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

JEFFREY A. KRAUSKOPF, MAYOR
JAMES A. CHRISTIE, Jr., VICE MAYOR
MICHAEL J. MORTELL, COMMISSIONER
TROY A. McDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
		✓
✓		
✓		
✓		
✓		

ADOPTED this 17th day of October, 2011.

ATTEST:

C White
CHERYL WHITE
CITY CLERK

James A. Christie Jr.
JAMES A CHRISTIE JR.
VICE MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
MICHAEL D. DURHAM
CITY ATTORNEY



THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT made and entered into as of the October ___, 2011, by and between the **City of Stuart**, Florida, whose principal address is 121 South Flagler Avenue, Stuart, Florida 33494 its successors or assigns ("Landlord") and **Pelican Café, LLC**, 351 Flagler Avenue, Stuart, Florida, 34996, doing business as the "Pelican Cafe" ("Tenant").

WITNESSETH:

1. The following terms of the Lease are amended as provided below:

1.01 Leased Premises: The revised description of the property is particularly described in the Legal Description and Survey attached hereto as Exhibit "A".

2. All other terms and conditions of the Lease Agreement dated April 1, 2006 with its two Addenda, the first dated July 24, 2006 and the second dated October 23, 2006 and an Assignment of Lease dated December 4, 2007, and Extended on September 13, 2010 are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Amendment to Lease Agreement in two (2) counterparts on the day and year first above

LANDLORD:

CITY OF STUART, FLORIDA

JEFFREY A. KRAUSKOPF
MAYOR



TENANT:

THE PELICAN CAFÉ, LLC
a Florida corporation

BY: Paul Daly, Managing Partner
PAUL DALY
(Print)

ATTEST:

Cheryl White
CHERYL WHITE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS

Michael D. Durham
MICHAEL D. DURHAM
CITY ATTORNEY

WITNESSES:

Alise Lyons
Jessie M. Tyner

STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET; STUART, FLORIDA 34994

(772) 288-7176

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF LOT 2, BLOCK 1, PLAT OF KITCHING'S ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 86, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND THE NORTHEAST LINE OF A 185 FOOT WIDE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AS SHOWN ON SAID PLAT OF KITCHING'S ADDITION AND ALSO BEING THE SOUTHWEST LINE OF A 20 FOOT WIDE COUNTY ROAD RIGHT OF WAY AS SHOWN ON SAID PLAT; THENCE RUN NORTH 47°00'41" WEST FOR 337.44 FEET TO THE POINT OF BEGINNING.

THENCE RUN SOUTH 45°56'51" WEST FOR 6.80 FEET TO A POINT; THENCE RUN NORTH 41°09'21" WEST FOR 40.14 FEET TO A POINT; THENCE RUN SOUTH 49°27'25" WEST FOR 2.51 FEET TO A POINT; THENCE RUN NORTH 40°41'48" WEST FOR 40.28 FEET TO A POINT; THENCE RUN NORTH 49°11'54" WEST FOR 5.26 FEET TO A POINT; THENCE RUN NORTH 88°33'44" WEST FOR 21.39 FEET TO A POINT; THENCE RUN NORTH 00°25'11" EAST FOR 19.88 FEET TO A POINT; THENCE RUN SOUTH 89°08'56" EAST FOR 29.02 FEET TO A POINT; THENCE RUN NORTH 79°01'35" EAST FOR 20.31 FEET TO A POINT; THENCE RUN NORTH 52°10'15" EAST FOR 11.16 FEET TO A POINT; THENCE RUN NORTH 66°40'21" EAST FOR 15.99 FEET TO A POINT; THENCE RUN NORTH 69°20'07" EAST FOR 29.27 FEET TO A POINT; THENCE RUN NORTH 70°54'25" EAST, FOR 12.42 FEET TO A POINT; THENCE RUN SOUTH 16°36'07" EAST FOR 17.90 FEET TO A POINT; THENCE RUN SOUTH 50°06'07" WEST FOR 33.57 FEET TO A POINT; THENCE RUN SOUTH 32°52'48" EAST FOR 42.25 FEET TO A POINT; THENCE RUN SOUTH 45°56'51" WEST FOR 40.58 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING IN THE CITY OF STUART AND CONTAINING 5,752 SQUARE FEET, MORE OR LESS.

NOTES:

ALL BEARINGS ARE REFERENCED TO THE EASTERLY LINE OF GOVERNMENT LOT 2, CALCULATED AS N 47°00'41" W.

THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS IT IS PROVIDED IN ITS ENTIRETY, CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF THE DESCRIPTION.

FILE:

JOB #: 443-24-01

DRAWN BY: S.J.B.

CHECKED BY: S.J.B.

DATE: 09/22/2011

SCALE: 1" = 20'

SHEET: ONE OF TWO

STEPHEN J. BROWN, INC.

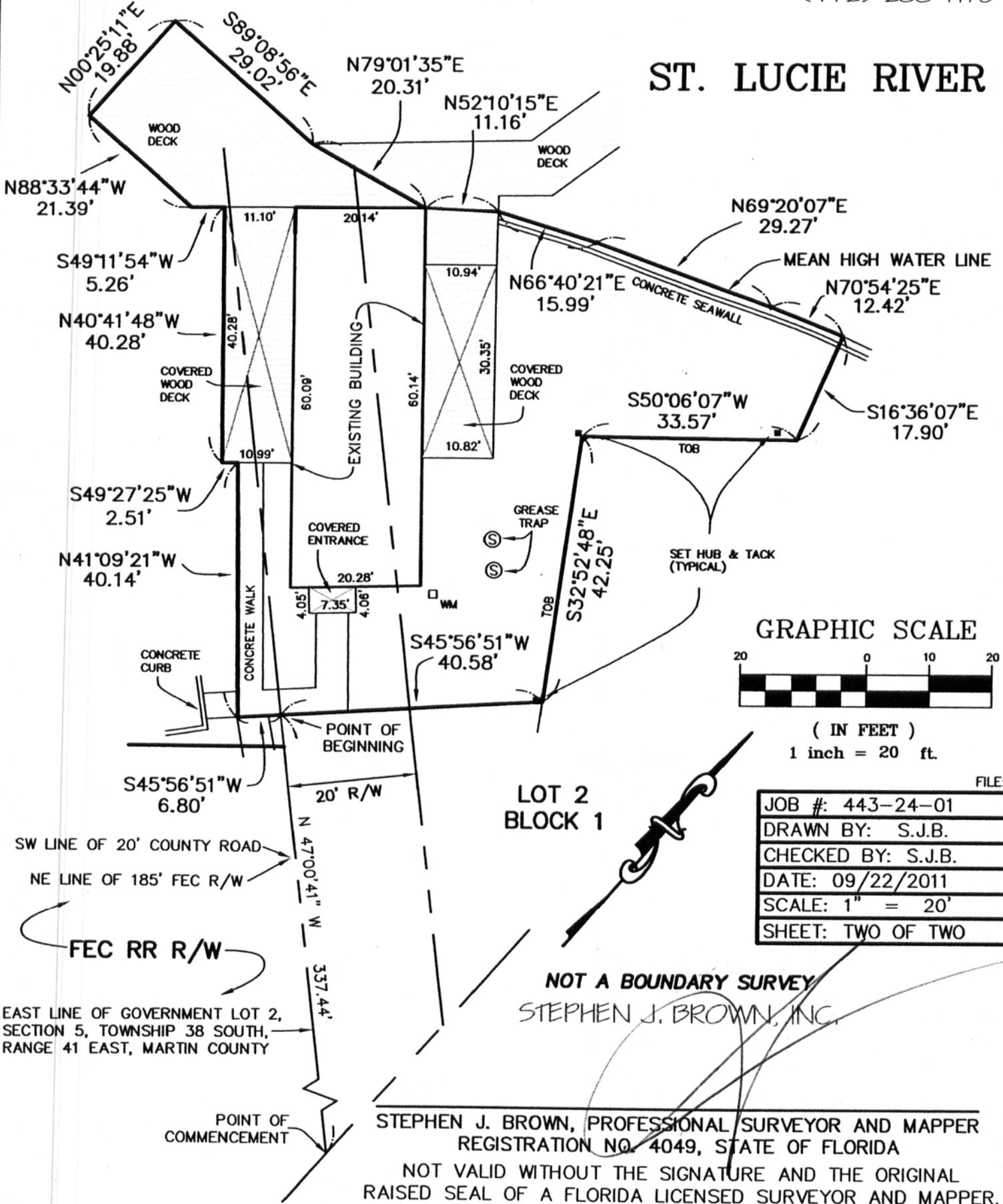
LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

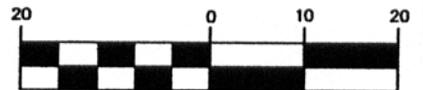
619 EAST 5TH STREET, STUART, FLORIDA 34994

(772) 288-7176

ST. LUCIE RIVER



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

FILE:
JOB #: 443-24-01
DRAWN BY: S.J.B.
CHECKED BY: S.J.B.
DATE: 09/22/2011
SCALE: 1" = 20'
SHEET: TWO OF TWO

NOT A BOUNDARY SURVEY
STEPHEN J. BROWN, INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



ADDED ANGLE
RADIUS
ARC LENGTH
CHORD
24.46'
18.00'
10.27'

ST.

MEAN HIGH WATER LINE

S 80°57'
38.56'

110.16'

EXISTING BUILDING

20' R/W
POINT OF BEGINNING

45.91'

FEC RR R/W

SW LINE OF 20' COUNTY ROAD
N 47°00'41" W 332.41'

NE LINE OF 185' FEC R/W

POINT OF COMMENCEMENT

LET 2
BLOCK

EAST LINE OF GOVERNMENT LOT 2
SECTION 5, TOWNSHIP 38 SOUTH,
RANGE 41 EAST, MARTIN COUNTY



**CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM REQUEST**

Meeting Date: 10/17/2011

Prepared by: Samuel T. Amerson, PE
Ordinance/Resolution No. 100-2011

Title of Item:

Amendment to the Pelican Café Lease Agreement

Summary Explanation/Background Information on Agenda Request:

Over the term of the lease agreement for the property known as the "Coast Guard Auxiliary Building" located at 351 SW Flagler Avenue (Pelican Café), seating arrangements encroached the wood deck area located over waters of the state. The city has leased the area of deck and riverwalk over the water and the area is not permitted for commercial use.

In an effort to mitigate the situation without a loss of seating, staff recommends the commission approve an amendment to the lease to adjust the lease area to allow for relocation of seating to the east of the building along the seawall on the north side of Flagler Park. This arrangement will not affect park activities and will allow the Pelican Café to maintain the current number of seats. This arrangement has been reviewed and approved by Florida Department of Environmental Protection.

Funding Source:

N/A

Recommended Action:

Adopt resolution amending the lease agreement to provide for a revised lease area.



Amerson, Sam
Public Works Director



Iverson, Terry
Purchasing Manager



Durham, Michael
City Attorney



Nicoletti, Paul
City Manager



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION 38-2013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE PELICAN CAFÉ, LLC FOR THAT CERTAIN PROPERTY KNOWN AS THE “COAST GUARD AUXILIARY BUILDING”, 351 SW FLAGLER AVENUE, STUART, FLORIDA, FOR AN ADDITIONAL TERM TO OCTOBER 31, 2021; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The City of Stuart and The Pelican Café, Inc. (now known as The Pelican Café, LLC) entered into a lease agreement on April 1, 2006; and

WHEREAS, This Lease was renewed for a five (5) year period ending October 31, 2016 by Resolution 81-2010 and is hereby extended through October 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor is hereby authorized to execute an extension to the lease agreement between the City and The Pelican Café, LLC for that certain property known as “The Coast Guard Auxiliary Building”, 351 SW Flagler Avenue, Stuart, Florida.

SECTION 2: This Resolution shall take effect immediately upon its adoption.

RESOLUTION 38-2013
Pelican Café LLC Extension of Lease

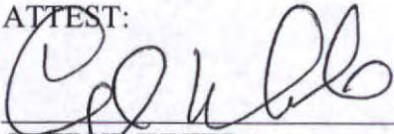
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Glass Leighton and upon being put to a roll call vote, the vote was as follows:

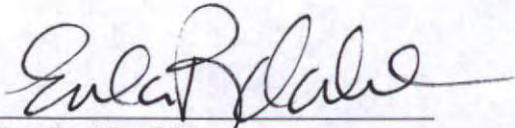
EULA R. CLARKE, MAYOR
TROY A. McDONALD, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
JAMES A. CHRISTIE, JR., COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 8th day of April, 2013.

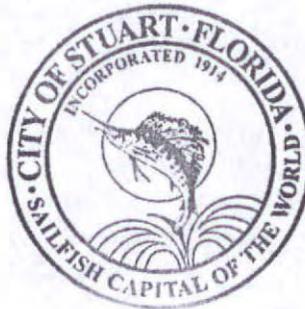
ATTEST:


CHERYL WHITE
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL D. DURHAM
CITY ATTORNEY





AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT DATED APRIL 6, 2006 ("Amendment") is made as of the 8 th day of April, 2013, by and between **CITY OF STUART, FLORIDA**, a Florida municipal corporation, ("Lessor"), and **THE PELICAN CAFE, LLC**, a Florida Limited Liability Company ("Lessee").

WITNESSETH

WHEREAS, the Lessor is the owner in fee simple of the real property located in Martin County, Florida, which is more particularly described in **Revised Exhibit "A"** attached to Amendment to Lease Agreement dated October 17, 2011, and known as the description of property as previously approved by the Stuart City Commission, attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, the Lessee agreed to certain improvements to the Leased Property by Amendment dated September 27, 2010; and

WHEREAS, Lessor and Lessee desire to acknowledge the improvements made to the Leased Property and extend the date of the final improvement to be made;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, Lessee and Lessor hereby agree as follows:

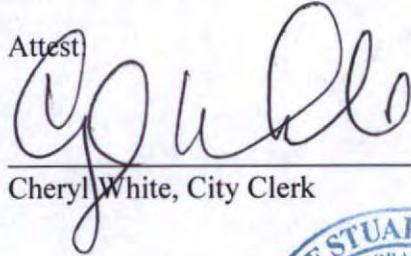
1. This Amendment amends the Lease Agreement dated April 1, 2006 and the Amendment to the Lease Agreement dated September 27, 2010.
2. Acknowledge completion of the following improvements to the Leased property:
 - a. Grease trap is compliant with City Code requirements with the addition of twenty four seats
 - b. 250 gallon LP gas tank has been relocated and buried
 - c. Restaurant food refrigeration has been upgraded
 - d. "Beach area" has been constructed and twenty four additional seats have been added to the restaurant
 - e. Electrical upgrade to landscaping has been permitted and completed
 - f. Landscaping has been upgraded
3. Extension of deck on east side of building to the end of the building with cover and ceiling fans, as illustrated in "**Exhibit E**" attached hereto, shall be completed by Lessee or prospective Assignee, prior to October 31, 2016
4. The Lease shall be extended for one (1) additional five year renewal period through October 31, 2021 contingent upon completion of item 3 above.

5. The terms, covenants and conditions contained in the Amended and Assigned Lease shall (i) be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, for the entire term of the Lease and any extensions thereof, and (ii) run with the Leased Property described in "Exhibit A" attached to Amended Lease.

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

Executed and delivered
in the presence of:

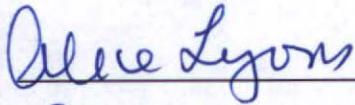
Attest

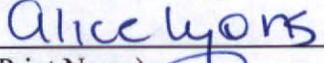


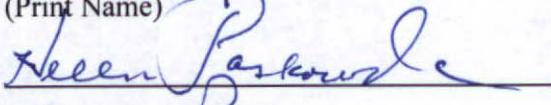
Cheryl White, City Clerk

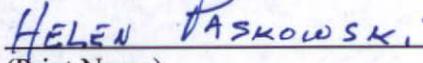


Executed and delivered
in the presence of:





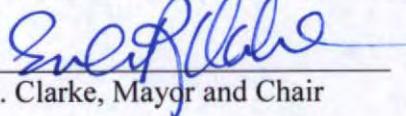
(Print Name)




(Print Name)

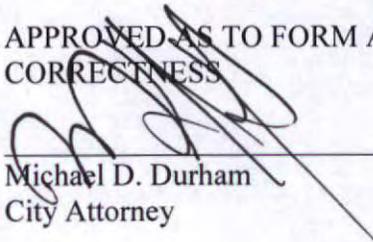
Lessor:

CITY OF STUART, FLORIDA and
STUART COMMUNITY
REDEVELOPMENT AGENCY

By: 

Eula R. Clarke, Mayor and Chair

APPROVED AS TO FORM AND
CORRECTNESS



Michael D. Durham
City Attorney

Lessee:

PELICAN CAFÉ, LLC
a Florida Limited Liability Company

By: 

Name: Paul Daly
Title: Manager

STEPHEN J. BROWN, INC.

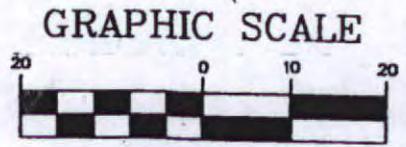
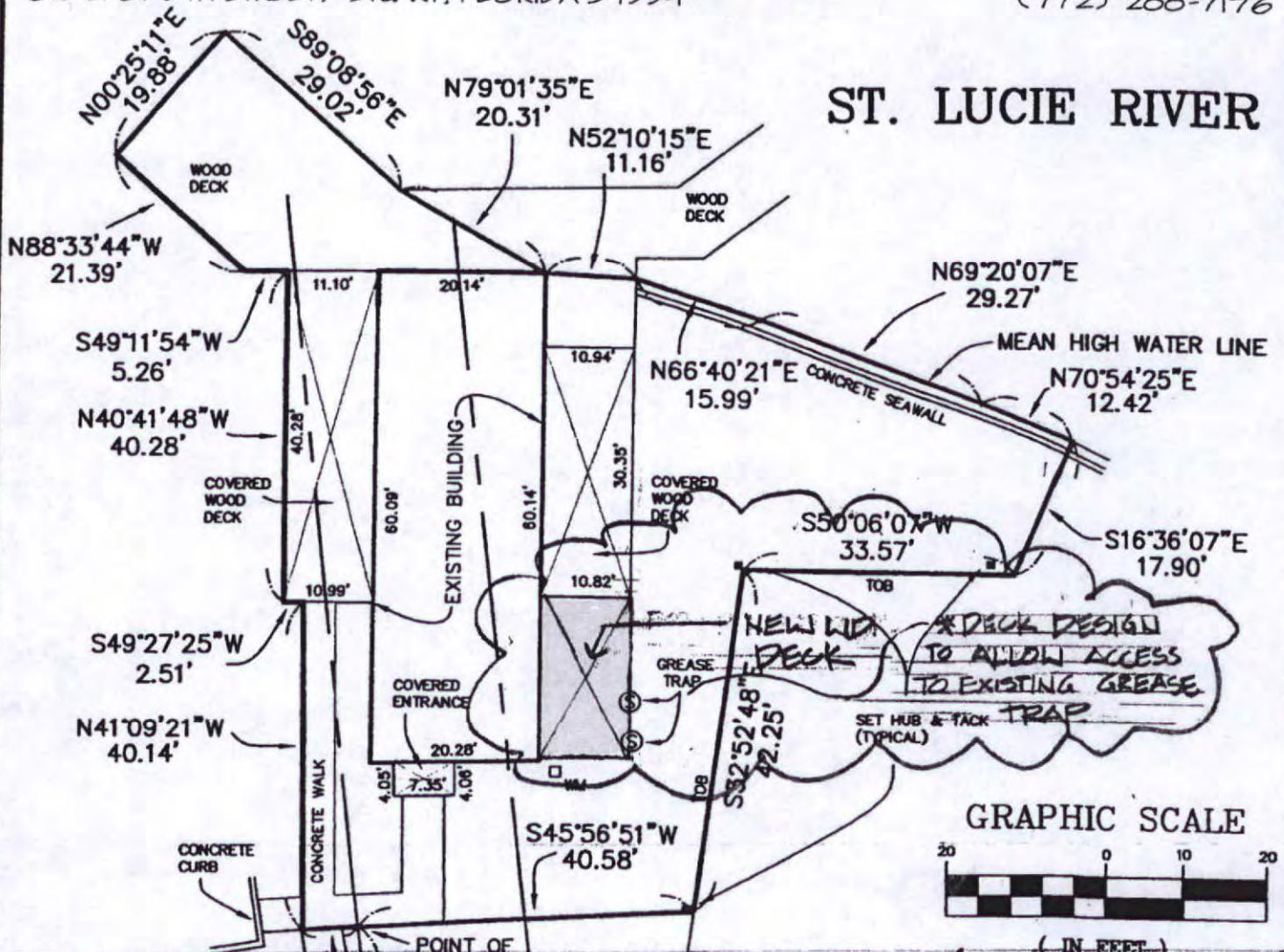
LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994

(772) 288-7176

ST. LUCIE RIVER



LOT 2
BLOCK 1

FILE:
JOB #: 443-24-01
DRAWN BY: S.J.B.
CHECKED BY: S.J.B.
DATE: 09/22/2011
SCALE: 1" = 20'
SHEET: TWO OF TWO

NOT A BOUNDARY SURVEY
STEPHEN J. BROWN, INC.

S45°56'51"W 6.80'
 SW LINE OF 20' COUNTY ROAD
 NE LINE OF 185' FEC R/W
 N 47°00'41" W 337.44'
 EAST LINE OF GOVERNMENT LOT 2,
 SECTION 5, TOWNSHIP 38 SOUTH,
 RANGE 41 EAST, MARTIN COUNTY

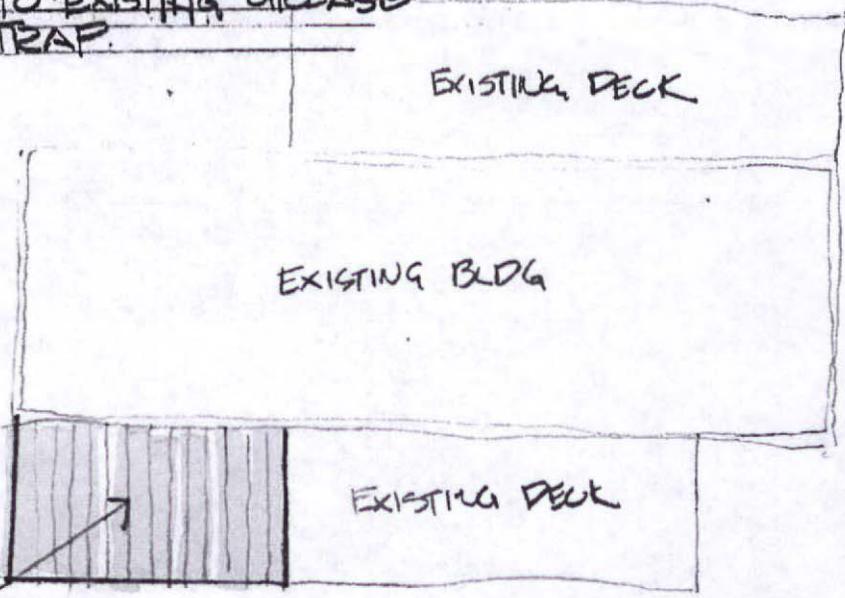
Revised
EXHIBIT
A

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. 4049, STATE OF FLORIDA
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PELICAN CAFE

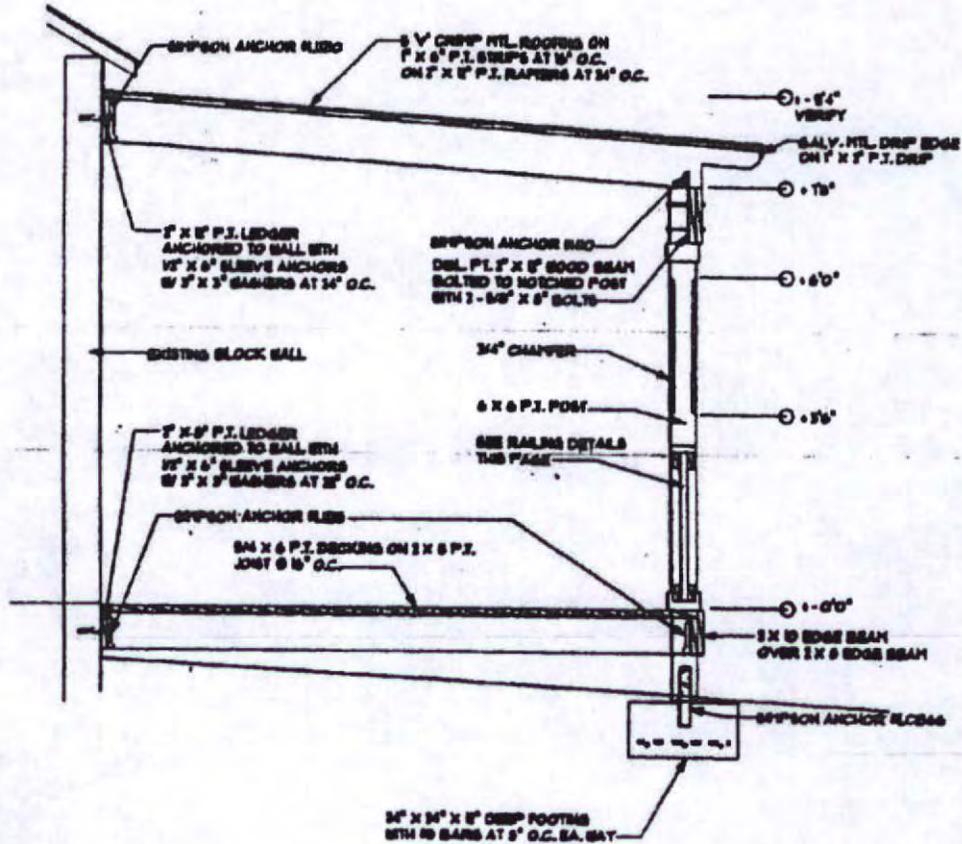


NEW DECK & PORCH: DESIGN TO ALLOW ACCESS TO EXISTING GREASE TRAP. NORTH ELEVATION



NEW DECK: DESIGN TO ALLOW ACCESS TO EXISTING GREASE TRAP. PLAN

PELICAN CAFE



TYP. PORCH SECTION.

This instrument prepared by:
Michael D. Durham
City Attorney
121 SW Flagler Avenue
Stuart, FL 34997

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the 23 day of April, 2013, by and between **CITY OF STUART, FLORIDA**, a Florida municipal corporation, ("Lessor"), and Pelican Cafe, LLC , 351 Flagler Avenue, Stuart, FL 34994, a Florida Limited Liability Company ("Lessee").

WITNESSETH

WHEREAS, the Lessor is the owner in fee simple of the real property located in Martin County, Florida, which is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, Lessee and Lessor have entered into that certain Lease , dated April 1, 2006 and further amended April 8, 2013, with respect to the Leased Property (the "Lease"), which provides that Lessor shall lease the Leased Property to Lessee and Lessee shall make certain improvements thereon, all in accordance with the terms, covenants and conditions set forth in the Lease; and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, Lessee and Lessor hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Memorandum by this reference. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

2. The Lease shall terminate on October 31, 2021 as long as the provisions of the Fourth Amendment to Lease Agreement, dated April 8, 2013 are in compliance.

3. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon (i) the Lessee's (or Lessee's successors and/or assigns) Leasehold Interest in the Leased Property by a Lender or a Leasehold Mortgagee, or (ii) the subleasehold interest of any

Space Tenant or Land Tenant (or their successors and/or assigns) in the Leased Property by a Lender or a Leasehold Mortgagee. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. The Lessee shall not be deemed to be the agent of the Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, and subsequent revisions of that law. UNDER CHAPTER 713 OF THE FLORIDA STATUTES, THIRD PARTIES ARE HEREBY NOTIFIED THAT THEY MAY NOT IMPOSE A LIEN ON THE LESSOR'S INTEREST IN THE LEASED PROPERTY FOR LABOR, SERVICES OR MATERIALS FURNISHED TO, OR AT THE REQUEST OF LESSEE AND ANY SUCH LIENS ARE HEREBY PROHIBITED. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

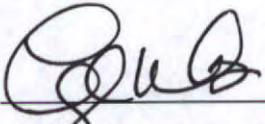
4. The sole purpose of this Memorandum is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

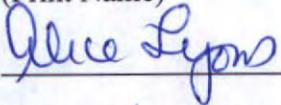
5. The terms, covenants and conditions contained in the Lease shall (i) be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, for the entire term of the Lease and any extensions thereof, and (ii) run with the Leased Property described in Exhibit "A" attached hereto.

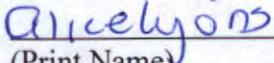
[NO FURTHER TEXT ON THIS PAGE.]

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

Executed and delivered
in the presence of:

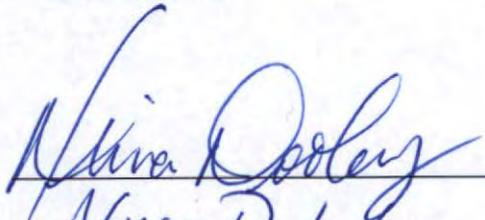


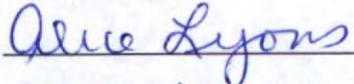
Cheryl White
(Print Name)


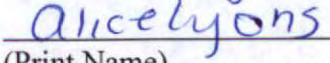
Alice Lyons
(Print Name)


Alice Lyons
(Print Name)

Executed and delivered
in the presence of:



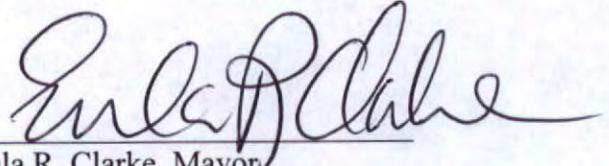
Nina Dooley
(Print Name)


Alice Lyons


Alice Lyons
(Print Name)

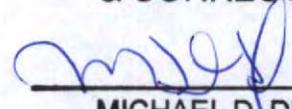
Lessor:

CITY OF STUART, FLORIDA

By: 

Eula R. Clarke, Mayor

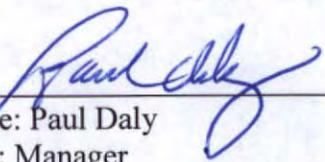
APPROVED
AS TO FORM
& CORRECTNESS



MICHAEL D. DURHAM
CITY ATTORNEY

Lessee:

Pelican Café, LLC,
a Florida Limited Liability Company

By: 

Name: Paul Daly
Title: Manager

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 22 day of April, 2013, by EULA R. CLARKE and CHERYL WHITE, Mayor and City Clerk, respectively, of the City of Stuart, Florida, They are personally known to me or have produced valid Florida drivers' licenses as identification.

Alice L Lyons

(SEAL)



Printed/Typed Name:
Notary Public-State of Florida
Commission Number:

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 23 day of April, 2013, by PAUL DALY, Manager of Pelican Cafte, LLC, a Florida Limited Liability Company. He is personally known to me or has produced a valid driver's license as identification.

Alice L Lyons

(SEAL)

Printed/Typed Name:
Notary Public-State of Florida
Commission Number

STEPHEN J. BROWN, INC.

LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

619 EAST 5TH STREET, STUART, FLORIDA 34994

(772) 288-7176

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF LOT 2, BLOCK 1, PLAT OF KITCHING'S ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 86, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE RUN SOUTH 45°56'51" WEST FOR 6.80 FEET TO A POINT; THENCE RUN NORTH 41°09'21" WEST FOR 40.14 FEET TO A POINT; THENCE RUN SOUTH 49°27'25" WEST FOR 2.51 FEET TO A POINT; THENCE RUN NORTH 40°41'48" WEST FOR 40.28 FEET TO A POINT; THENCE RUN NORTH 49°11'54" WEST FOR 5.26 FEET TO A POINT; THENCE RUN NORTH 88°33'44" WEST FOR 21.39 FEET TO A POINT; THENCE RUN NORTH 00°25'11" EAST FOR 19.88 FEET TO A POINT; THENCE RUN SOUTH 89°08'56" EAST FOR 29.02 FEET TO A POINT; THENCE RUN NORTH 79°01'35" EAST FOR 20.31 FEET TO A POINT; THENCE RUN NORTH 52°10'15" EAST FOR 11.16 FEET TO A POINT; THENCE RUN NORTH 66°40'21" EAST FOR 15.99 FEET TO A POINT; THENCE RUN NORTH 69°20'07" EAST FOR 29.27 FEET TO A POINT; THENCE RUN NORTH 70°54'25" EAST, FOR 12.42 FEET TO A POINT; THENCE RUN SOUTH 16°36'07" EAST FOR 17.90 FEET TO A POINT; THENCE RUN SOUTH 50°06'07" WEST FOR 33.57 FEET TO A POINT; THENCE RUN SOUTH 32°52'48" EAST FOR 42.25 FEET TO A POINT; THENCE RUN SOUTH 45°56'51" WEST FOR 40.58 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING IN THE CITY OF STUART AND CONTAINING 5,752 SQUARE FEET, MORE OR LESS.

NOTES:

ALL BEARINGS ARE REFERENCED TO THE EASTERLY LINE OF GOVERNMENT LOT 2, CALCULATED AS N 47°00'41" W.

THIS LAND DESCRIPTION SHALL NOT BE VALID UNLESS IT IS PROVIDED IN ITS ENTIRETY, CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF THE DESCRIPTION.

FILE:

JOB #: 443-24-01

DRAWN BY: S.J.B.

CHECKED BY: S.J.B.

DATE: 09/22/2011

SCALE: 1" = 20'

SHEET: ONE OF TWO

STEPHEN J. BROWN, INC.

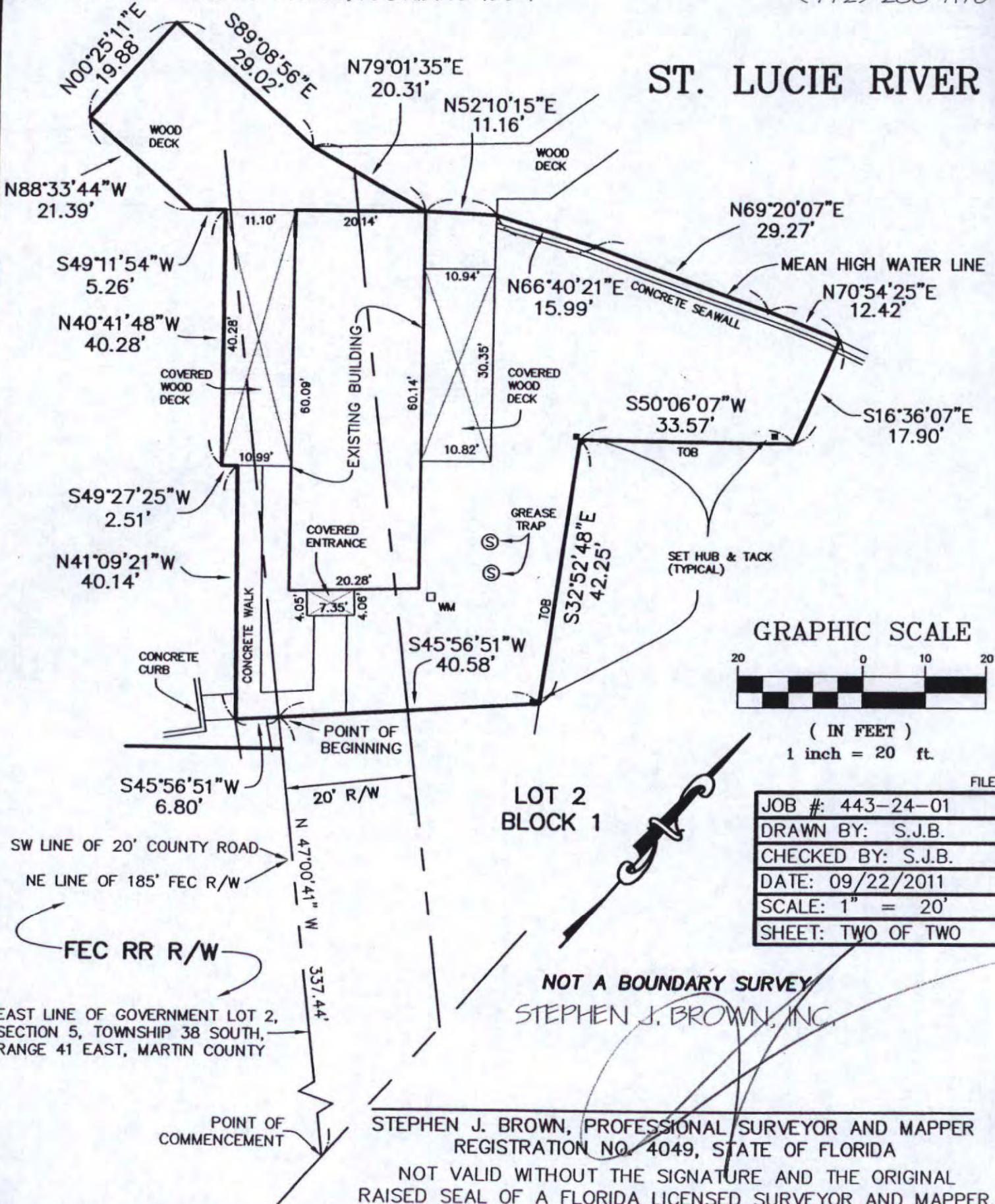
LICENSED BUSINESS NUMBER: 6484

SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS

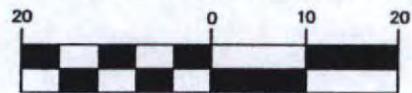
619 EAST 5TH STREET; STUART, FLORIDA 34994

(772) 288-7176

ST. LUCIE RIVER



GRAPHIC SCALE



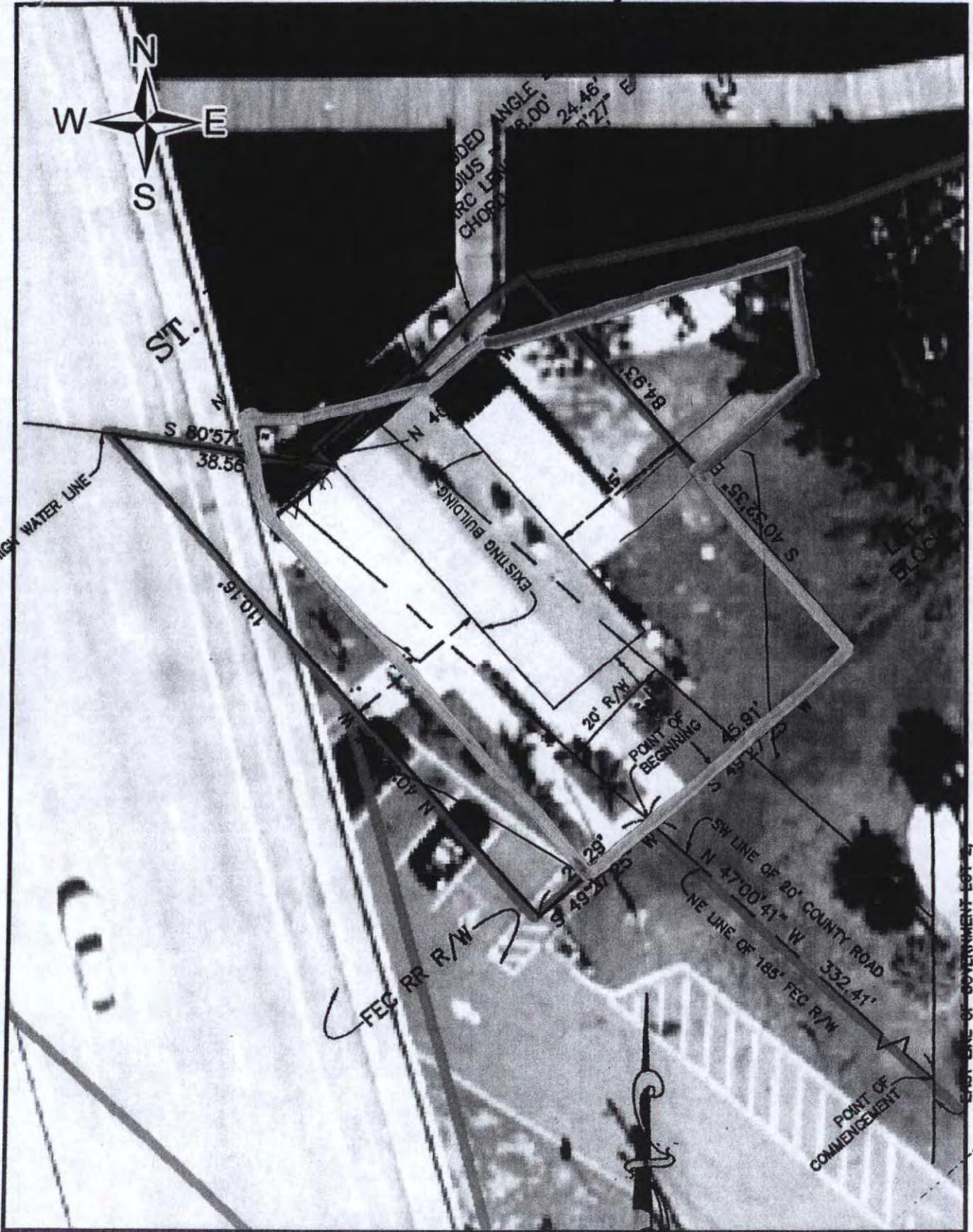
(IN FEET)
1 inch = 20 ft.

FILE:
JOB #: 443-24-01
DRAWN BY: S.J.B.
CHECKED BY: S.J.B.
DATE: 09/22/2011
SCALE: 1" = 20'
SHEET: TWO OF TWO

LOT 2
BLOCK 1

NOT A BOUNDARY SURVEY
STEPHEN J. BROWN, INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



SW LINE OF GOVERNMENT LOT 4
SECTION 5, TOWNSHIP 38 SOUTH,
RANGE 41 EAST, MARTIN COUNTY

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE 772-288-5306
FAX (772) 288-5305
Email cwhite@ci.stuart.fl.us

April 23, 2013

Clerk of the Circuit Court
Attn: Recording: Christina Hunter
P.O. Box 9016
Stuart, Fl. 34995

FILE COPY
FILE COPY

RE: Memorandum of Lease Pelican Cafe

Please record the above named documents into the public records of Martin County Clerk of the Circuit Court, and return the original back to my attention.

Should you have any questions regarding this appointment please feel free to contact me at 772-288-5306.

Thank you,

Cherie White, MMC

Cherie White, MMC
City Clerk
Enc.

1. Lease (1) Addendum see page 53
Notice of Contractor Special Forces see page 58
Lease Addendum (2) see page 60
City Manager authorize hours of operation letter approval see page 64

Insurance see page 66
Lease Agreement Pg.70

Lease Extension see page 76 Res 81-2010 all originals are filed with original Resolution there is no paper file

Lease Amend reconfigure seating see page 82 Res 100-2011

Lease extension see page 90 Res 38-2013

2. Memorandum of Lease dated April 23, 2013, see page 97.
3. Resolution 38-2013, page 90.
Amendment to Lease page 92.