

Trailer Estates Park and Recreation District

Board of Trustees Workshop

October 20, 2026

9:30AM Mark's Hall

1903 69th Avenue West

Bradenton, FL 34207

Call to Order

Pledge of Allegiance

Roll Call

Public Comment (Limit 3 Minutes on Workshop Agenda Items Only)

Reports from Standing Committees

Clubs & Organizations

Presentation

Presented by Board & Staff

1. Discuss Proposed Dumpster Policy Re-Write
2. Spray Foam Insulation Bid Award - Large Hall & Treasure Barn Garage
3. Innovation Marine Lease Renewal Negotiations
4. Establish Major Repairs Budget Line Item
5. Update on Fitness Room Improvements
6. Convalescent Room Equipment Move
7. Add Background Music at Pool
8. Post Office Lease Discussion
9. Enforcement Committee Appointments
10. Cathcart Construction /Sewer Project Staging Area

Trustee Reports

Park Manager Comments

Unfinished Business

Adjournment

Trailer Estates Board Meetings & Workshops are broadcast in the park on Channel 732 & Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/84178333861?pwd=f99QG49bMy7ZLPkukLqaZKkxZaebUI.1>

Meeting ID: 841 7833 3861

Passcode: 822433

One tap mobile

+13052241968,,84178333861#,,, *822433# US

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the Office Staff at (941)756- 7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda PP34 - Refuse/Dumpster Policy Rewrite

For Upcoming Meeting—Date October 20, 2027

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Review the proposed complete rewrite of PP34 governing District dumpster use.

The rewrite clarifies resident use, contractor restrictions, prohibited materials,

FOB access, recycling, yard waste, and enforcement, including recovery of actual
cleanup costs plus a 25% administrative fee. Discuss any revisions requested.

A redline is not provided because the proposed policy is a complete rewrite.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

No expenditure is requested with this workshop item.

Attachments: **(Please attach any diagrams or pertinent information concerning this
Agenda Item. Please list the attachments.)** _____

Proposed PP34 - Use of Facilities: Refuse/Dumpster Policy

Complete rewrite, September 2026 (2 pages).

Existing PP34 - Refuse/Dumpster Policy (current policy).

Trustee Chairman Lombardi

Date Submitted October 6, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT

USE OF FACILITIES: REFUSE/DUMPSTER POLICY PP 34

PURPOSE AND USE

Trailer Estates Park and Recreation District provides for the regular pickup of household garbage, excluding yard waste. Residents should check District notices for the current collection schedule.

The District dumpsters are provided for the exclusive use of Trailer Estates residents for disposal of normal household solid waste, including furniture and debris from small, self-completed interior or exterior projects. Separate dumpsters are provided for solid waste, yard waste, and recycling in the trailer storage yard. Access is controlled by resident FOB-ID.

CONTRACTORS AND CONSTRUCTION DEBRIS

For purposes of this policy, a contractor is any person or business performing work at a residence other than the homeowner/resident personally performing the work.

Contractors performing work for a Trailer Estates resident are not permitted to use District dumpsters. This prohibition includes, but is not limited to, renovators, remodelers, paver installers, concrete contractors, flooring installers, roofers, landscapers, tree trimmers, and similar service providers.

A contractor generating construction, demolition, renovation, paver, concrete, roofing, flooring, or other project debris must provide for lawful removal of that debris at the contractor's or resident's expense. When a private dumpster is used, it must be placed at the job site in a location that does not obstruct roadways, sidewalks, drainage, utilities, or access.

Residents are responsible for informing their contractors, vendors, guests, tenants, and other persons acting on their behalf of this policy. A resident may be held responsible for costs or violations resulting from the actions of such persons when the disposal was made for the benefit of, or in connection with work at, the resident's property.

PROHIBITED ACTS

It is a violation of District policy to:

- 1) Place items in a dumpster that is filled to capacity or marked with a sign stating "No More Dumping Today."
- 2) Place any item above the top rim of a dumpster, allow material to protrude from a dumpster, or otherwise overload a dumpster.
- 3) Place material in the incorrect dumpster, including solid waste in the yard waste or recycling dumpster.
- 4) Place prohibited or non-recyclable material in the recycling dumpster.
- 5) Place, leave, stack, or abandon any item on the ground, beside a dumpster, against a dumpster, or elsewhere in or around the dumpster area.
- 6) Place appliances, including refrigerators, ovens, washers, dryers, or air-conditioning units, or electronics, including televisions and computer monitors, in or around any dumpster.
- 7) Place hazardous materials, including flammables, oils, batteries, chemicals, paint, propane tanks, or similar materials, in or around any dumpster.
- 8) Allow or direct a contractor to use a District dumpster or provide a contractor with FOB access for that purpose.
- 9) Use another resident's FOB, lend a FOB to another person for unauthorized dumping, or otherwise attempt to circumvent this policy.

ENFORCEMENT AND PENALTIES

The dumpster area is subject to video surveillance and access control. In determining responsibility for a violation, the District may consider video or photographic evidence, FOB access records, eyewitness information, contractor information, vehicle information, and other reasonably available evidence.

A person responsible for a violation shall be charged the District's actual cost to correct, remove, clean up, transport, or properly dispose of the material, plus an administrative fee equal to twenty-five percent (25%) of the actual cost. Actual cost may include third-party charges, special hauling or dumpster charges, equipment costs, and District labor directly associated with correcting the violation.

When a violation creates an immediate safety, health, operational, or access concern, the District may remove or correct the condition without prior notice. Immediate correction does not relieve the responsible party of any costs, administrative fees, or other penalties.

Repeat or serious violations may be scheduled for a public hearing and processed in accordance with the Rules and Regulations, Part E: Penalties. Egregious violations, including disposal of excessive construction or demolition debris, may also include all special hauling, dumpster, disposal, labor, equipment, and related costs incurred by the District.

Nothing in this policy limits any other remedy or enforcement procedure available to the District under its Rules and Regulations or applicable law.

RECYCLING

Only materials accepted under the District's current recycling program may be placed in the recycling dumpster. Residents must follow the current recycling requirements established by the District's contracted waste hauler and/or Manatee County, as applicable.

Plastic bags, Styrofoam, solid waste, yard waste, hazardous materials, and any material not accepted by the current recycling program shall not be placed in the recycling dumpster.

Recycling requirements may change from time to time. Current instructions posted by the District at the dumpster area or otherwise distributed to residents are incorporated into this policy for operational purposes.

YARD WASTE

Only brush, tree and shrub trimmings, leaves, and grass may be placed in the Yard Waste dumpster. Paper lawn bags may be used.

NO PLASTIC BAGS. No soil, rocks, concrete, construction debris, household garbage, or other non-vegetative material may be placed in the Yard Waste dumpster.

SOLID WASTE

The Solid Waste dumpster is for normal household trash, furniture, and permitted residential debris generated by residents in accordance with this policy.

Flammables, oils, batteries, chemicals, paint, televisions, computer monitors, large appliances, air-conditioning units, propane tanks, and other hazardous or prohibited materials may not be placed in or around the dumpsters.

**TELEVISIONS, COMPUTER MONITORS, A/C UNITS, LARGE APPLIANCES,
HAZARDOUS MATERIALS, AND PROPANE TANKS MAY NOT BE PLACED
IN OR AROUND ANY DISTRICT DUMPSTER.**

DISPOSAL OF PROHIBITED ITEMS

Residents are responsible for arranging lawful disposal of items that are not accepted in District dumpsters. The District may post or distribute information regarding available disposal, recycling, or special collection options. Because outside disposal programs and service providers may change, such information is informational only and is not incorporated as a permanent part of this policy.

TRAILER ESTATES PARK AND RECREATION DISTRICT USE OF FACILITIES: REFUSE/DUMPSTER POLICY PP 34

Trailer Estates Park and Recreation District provides for the regular pickup of household garbage, excluding yard waste. Check the District bulletin boards for the current day and time schedule.

The intent of the dumpsters are to provide residents the ability to dispose of household solid waste such as furniture, small self-completed interior/exterior construction jobs, and other solid waste items. Dumpsters are available for the exclusive use of Trailer Estates Park and Recreation District residents. Outside contractors doing work for TE residents **are not** allowed to use dumpsters. Tree trimming and yard maintenance is exempt from this policy. Separate dumpsters for solid waste, yard waste, and comingled recycling are located in the trailer storage yard. Gates are locked and are accessible using your FOB-ID.

Outside contractors, including the various contractors located within TE, hired to renovate a resident's home must provide their own private dumpster. The contractor's dumpster must be placed at the job site, so it does not block road traffic. Renovations to resident's home also include pavers, concrete removal and heavy debris.

Residents who are not physically located in TE during the time of renovation must provide the Maintenance Foremen with a letter identifying the contractor and authorizing the placement of a dumpster to conduct the renovations.

It is a violation of District rule for persons to do the following actions:

- 1) placing items in a dumpster that has been identified as being filled to capacity or marked with a sign stating "No More Dumping Today"
- 2) placing items in a dumpster that exceed the height of the dumpster
- 3) placing items in the incorrect dumpster (i.e. solid waste in the yard waste dumpster, placing solid waste in the recycling dumpster)
- 4) placing solid waste, yard waste, plastic bags, Styrofoam or glass other than bottles/jars in the recycling
- 5) placing items on the grounds around or outside of the dumpster area
- 6) placing of appliances (e.g. refrigerators ovens, air conditioning units) or electronics (e.g. televisions, computers) in the dumpsters or on the grounds around or outside of the dumpster area

**TRAILER ESTATES PARK AND RECREATION DISTRICT
USE OF FACILITIES: REFUSE/DUMPSTER POLICY PP 34**

- 7) placing hazardous materials (including flammables, oils, batteries, chemicals, etc.) in the dumpsters or on the grounds around or outside of the dumpster area
- 8) allowing a contractor, including tree trimmers, paver installers and renovators access to a dumpster.

The dumpster area is under video surveillance. Offenders face the actual cost for alleviating such issues plus an administrative fee of 25% of the actual cost per offense. It should be noted the actual cost could include medical expenses incurred by the maintenance staff while alleviating the issue. Repeat offenders may also be scheduled for a public hearing as described in the Rules and Regulations Part E: Penalties. Egregious violations such the placing of excessive amounts (i.e. an entire demolished home) will be dealt with on an individual basis that may include the cost of the dumpster dump in addition to those costs identified above.

COMINGLED RECYCLING

What can be placed in the comingled recycling?

Newspaper, junk mail, shopping ads, windowed envelopes, magazines, office and computer paper (all colors), phone books, greeting cards, brown paper bags, fiber board (cereal, cracker, frozen food and soda boxes), cardboard (must be broken down flat), glass bottles/jars (all colors), aluminum and steel cans (soup/vegetable), jar lids, CLEAN aluminum pie pans (non-food stained), empty aerosol cans, milk and juice cartons and plastics #1-7 (any plastic with a numbered triangle on the container-numbered triangle required for recycling).

**NO PLASTIC BAGS OR STYROFOAM
DO NOT USE FOR SOLID WASTE NOR YARD WASTE**

What materials will NOT be collected for recycling?

NOT these Paper items: Food wrap, gift wrap, paper mixed with food or wax, paper plates, cups or napkins, paper towels, greasy pizza boxes, tissues or tissue paper.

NOT these Glass items: Ceramics, dishes, broken glass, coffee pots, crystal, drinking glasses, eyeglasses, light bulbs, mirrors, plate glass, vases, pottery, windows and windshields.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
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NOT these Metal items: Food stained aluminum foil, aluminum siding, appliances, auto parts, deli trays, kitchen utensils, lawn furniture, machines, metal building materials, paint cans, tin roofs, tools, toxic material or window frames.

NOT these Plastic items: Any items that do not have #1 through #7 stamped in the recycling symbol on the bottom of the container, including, but not limited to: cellophane, clothes hangers, diapers, lawn furniture, plastic bags, PVC, toxic materials or plastic toys.

YARD WASTE

Only brush, trees, leaves and grass may be put in the Yard Waste dumpster. Paper lawn bags (only) may be used; NO plastic bags. **NO** soil or rocks may be placed in this dumpster. All other yard materials should be placed in the Solid Waste dumpster.

SOLID WASTE

This dumpster is for general trash and debris. No flammable, oils, batteries, chemicals, televisions, computer screens, large appliances, A/C units or propane tanks are allowed (these items can be recycled quarterly at Manatee County recycle locations at no charge, watch your water bill for times and locations).

Note: Motor oils can be recycled at most retail automotive stores. Batteries can be recycled at Batteries Plus and propane tanks can be recycled at Detweilers. **DO NOT PUT THESE ITEMS IN ANY DUMPSTER.**

TELEVISIONS, COMPUTER SCREENS, A/C UNITS AND LARGE APPLIANCES CANNOT BE PLACED IN OR AROUND THE DUMPSTERS.

Note: For a fee Waste Pro will pick up these items curbside if you call ahead to schedule it at 941-355-9600.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Spray Foam Insulation - Large Hall & Treasure Barn Garage

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): Three proposals were received for spray foam insulation in the Large Hall and Treasure Barn Garage. Wentzel's \$32,357 proposal includes the garage and excludes the stage. Staff will remove every other ceiling-tile row, while perimeter tiles may remain. The \$1,500 man-lift rental brings the project total to \$33,857. Work would be scheduled after November 1, subject to Hall availability. This workshop is for discussion only; no vote will be taken.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

\$32,357 Wentzel contract + \$1,500 man-lift rental = \$33,857 total

FY 2026-27 capital outlay account: \$44,000 available

Attachments: **(Please attach any diagrams or pertinent information concerning this**

Agenda Item. Please list the attachments.) Board agenda memo and proposals from:

Wentzel's Insulation, Inc.

Insulation by Cohen's

Koala Insulation

Trustee Maintenance Trustee Woloshyn

Date Submitted September 28, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
MEMORANDUM**

TO: Board of Trustees
FROM: Maintenance Trustee Woloshyn/Maintenance Manager Cottom
DATE: September 25, 2026
SUBJECT: Spray Foam Insulation -Large Hall & Treasure Barn Garage

AGENDA ITEM

Award the Large Hall and Treasure Barn Garage spray foam insulation work to Wentzel's Insulation, Inc., excluding the stage area.

BACKGROUND

The District obtained three proposals for open cell spray foam insulation at the Large Hall and Treasure Barn Garage. The District will not insulate the stage area. Wentzel's \$1,357 second-building option is for the Treasure Barn Garage. All three contractors require the owner to remove ceiling tiles before installation.

BID RESULTS

Contractor	Bid Amount	Comments
Wentzel's Insulation, Inc.	\$32,357.00	Base \$31,000 plus \$1,357 Treasure Barn Garage option. Stage excluded. Owner removes every other row of ceiling tiles; perimeter tiles may remain.
Miller Insulation by Cohen's	\$34,538.50	Hall ceiling area \$32,876; Treasure Barn \$1,662.50. Stage excluded. Owner removes ceiling tiles.
Koala Insulation	\$39,827.50	Metal building and workshop roof decks, coating and labor. Owner removes ceiling tiles and items below work area.

ANALYSIS

Wentzel's \$32,357 combined contractor price is the lowest of the three proposals for the two-building project. Its proposal includes R-20 open cell foam and a white thermal barrier. All three proposals require the District to remove ceiling tiles. For Wentzel's work, staff need to remove only every other row; the perimeter tiles may remain. This reduces the amount of owner preparation. The District will rent a man lift for an estimated \$1,500 to complete the tile removal. The \$7,000 stage option will not be selected.

COST / BUDGET IMPACT

Wentzel's base proposal: \$31,000.00. Treasure Barn Garage option: \$1,357.00. Contractor award: \$32,357.00. Estimated District man-lift rental: \$1,500.00. Total project authorization: \$33,857.00. The 2026-27 capital outlay account has \$44,000 available, leaving \$10,143.00 within that allocation. The \$7,000 stage option is excluded. Work and expenditure should will after November 1, 2026, when activities and events allow.

RECOMMENDATION

Award the insulation contract to Wentzel's Insulation, Inc. for up to \$32,357.00, including the \$1,357 Treasure Barn Garage option and excluding the stage option. Authorize up to \$1,500.00 separately for a man-lift rental so staff can remove the required ceiling tiles. The total project authorization is \$33,857.00.

ATTACHMENTS

Wentzel's Insulation, Inc.; Insulation by Cohen's; and Koala Insulation proposals (combined PDF).

ESIGNATURE APPROVAL



Insulation by Cohens
1415 Old Hwy 52
Moncks Corner, SC 29461

Phone: 843-761-6587
Fax: 843-761-3475

Name/Address

Trailer Estates

Job Location

1903 69th Ave W, Bradenton, FL 34207

Quote

Date	Quote #
9/18/2026	2974936

Bid Name:
Trailer Estates 1903 69th
Ave W

Insulation by Cohens is pleased to provide you with a quotation based on the requirements determined at the site address listed above.

WE PROPOSE TO SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS TO THE FOLLOWING SPECIFICATIONS:

Spray Foam Above Acoustical Ceiling Total: \$32,876.00

R19 5" OPEN CELL SPRAYFOAM

- Overhead Vaulted Acoustical Ceiling in Office Building. 2 rooms. Gym area. Stage area not included.

OWNER WILL REMOVE CEILING TILES.

Make sure to prep walls and floors. Bring Safeway Scaffold-2 or 3 high.

Thermal Barrier

Treasure Barn Total: \$1,662.50

R19 5" OPEN CELL SPRAYFOAM

In an effort to preserve paper, ink, and conserve energy, we welcome you to approve and execute this contract electronically. Please select any desired options (if applicable), and confirm you have reviewed any agreements.

Next

ESIGNATURE APPROVAL

Thermal Barrier

Treasure Barn Total: \$1,662.50

R19 5" OPEN CELL SPRAYFOAM Thermal Barrier

Fee for above:

\$34,538.50

ONE (1) YEAR INSTALLATION WARRANTY

Cohen's warrants workmanship for 1 year from installation date; all materials are covered separately under the manufacturer's warranty sourced from industry leading manufacturers. Cohen's will repair or re-install any covered workmanship defect.

This warranty does not cover:

- Water intrusion, leaks, or moisture damage (roof, plumbing, condensation, etc.)
- Rodent, insect, or pest activity
- Mold, mildew, or fungus
- Damage from other trades, fire, storm, or structural movement
- Alterations made by anyone other than Cohen's after installation

APPROVALS:

REP: _____

AUTHORIZED BY: _____

DATE: _____

DATE: _____

EMAIL: miller@cohens.com

CUST. EMAIL: foreman@trallerestates.com

***DUE TO INCREASE CREDIT CARD FEES, ALL INVOICES PAID WITH CREDIT CARD WILL BE SUBJECT TO A 3% TRANSACTION FEE

insulation by

In an effort to preserve paper, ink, and conserve energy, we welcome you to approve and execute this contract electronically. Please select any desired options (if applicable), and confirm you have reviewed any agreements.

Next



Wentzel's Insulation, Inc.
51 Alafia Drive
Sarasota, FL 34240

Proposal

Date	Estimate #
9/16/2026	137620

Insulation Division

Phone# 941-217-8004

Name / Address
Trailer Estates 1903 69th Ave W Bradenton, FL 34207

Customer Phone #	Rep
941-524-1673	PDK

Job Location:
1903 69th Ave W Bradenton

Description	Total
We appreciate your consideration of the following proposal and would like to thank you for your interest in Wentzel's Heating and Air Conditioning, Inc. Insulation Division. We look forward to working with you! Wentzel's Insulation, Inc. to provide the following: Install 5.5" R-20 Open Cell Foam Insulation to Overhead at Main Metal Building area Install 5.5" R-20 Open Cell Foam Insulation to Attic Knee Wall Cover All Spray Foam with "White" TPR2 Thermal Barrier per Code Requirement ***OPTION***Add Additional \$7,000.00 to total - Initial here to Accept: _____ Install 5.5 R-20 Open Cell Foam Insulation to Overhead at Stage Area ***OPTION***Add Additional \$1,357 to total - Initial here to Accept: _____ Install 5.5" R-20 Open Cell Foam Insulation to Overhead at Other Maintenance Building Wentzel's is a Better Business Bureau Certified Company, with a "A+" Rating *Licensed & Insured* ***SPRAY FOAM IS NOMINAL THICKNESS** NOTICE: ALL PERSON'S/TRADES CANNOT OCCUPY ANY BUILDING WHILE FOAM INSULATION IS BEING APPLIED UNLESS THEY HAVE THE PROPER PERSONAL PROTECTION EQUIPMENT. THIS PROPOSAL IS VALID FOR 30 DAYS****PAYMENT IS DUE IN FULL DAY OF INSTALLATION, UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE** ***A SIGNED PROPOSAL MUST BE RETURNED TO WENTZEL'S PRIOR TO THE SCHEDULING OF ANY WORK*** ***PLEASE TEXT KEITH, OUR FIELD SUPERVISOR AT 941-587-9782 WHEN YOU ARE READY TO MOVE FORWARD AS HE HANDLES ALL SCHEDULING*	31,000.00
Total	

www.WentzelsInsulation.com
Lic #CAC1817723

Sign & Date



Wentzel's Insulation, Inc.

51 Alafia Drive
Sarasota, FL 34240

Proposal

Date	Estimate #
9/16/2026	137620

Insulation Division

Phone# 941-217-8004

Name / Address

Trailer Estates
1903 69th Ave W
Bradenton, FL 34207

Customer Phone #

941-524-1673

Rep

PDK

Job Location:

1903 69th Ave W
Bradenton

Description	Total
Wentzel's Limitations of Liability 1. Customer is hereby placed upon notice of Customer's requirement to comply with the present code for this project as follows: Upon the conclusion of Wentzel's installation of Insulation pursuant to Page 1 of this Proposal and Contract, it shall be customer's sole responsibility and cost to contact the appropriate representative in the County in Florida in which the Insulation was provided to the Customer's residential dwelling, in order for a qualified inspector to conduct a mandatory BLOWER DOOR TEST. Such mandatory Blower Door Testing is now a requirement in the Florida Building Code for residential units and dwellings that became effective July 1 2017, pursuant to Florida law and Section 402.4.1.2 of the Florida Building Code. In addition thereto, Blower Door Testing shall be conducted by an approved and certified third party inspector and a written report shall be submitted to the Building Department by such third party inspector prior to issuance of the Certificate of Occupancy for Customer's residential dwelling. Failure of the customer to properly and promptly arrange for the Blower Door Test, shall result the automatic release of any liability of Wentzel's regarding the Insulation project, as described on page 1 of this Proposal and Contract. Blower Door Testing shall be applicable to all R-2, R-3 and R-4 buildings that are three (3) stories or less above current grade plane. 2. Further, Wentzel's shall not be liable for any damage or loss relating to Customer's dwelling due to installation delays, interrupted service due to fire, corrosive substances in the immediate atmosphere, flood, water intrusion, the inability to obtain material or other related and necessary services, disputes with labor sources, war, act of nature, or any other cause beyond Wentzel's reasonable and immediate control, excepting gross negligence and willful and wanton conduct of Wentzel's. Further, pursuant to Page 1 of this Contract and Proposal, only Wentzel's employees and agents are permitted in the residential dwelling during the installation of the Insulation products. 3. Notwithstanding anything written and or otherwise stated herein this Contract and Proposal to the contrary, in no event, whether as a result of breach of contract, any non-intentional tort, negligence or other wise is Wentzel's or its suppliers, vendors, employees, officers, directors or agents liable for any special, consequential, incidental of any other damage or loss, including but not limited to loss of profit or revenue, loss of use of any product, machinery, equipment, damage to associated equipment, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or other claims of Customer for such damages. Further, Customer agrees to indemnify and hold harmless Wentzel's for any damages resulting out of the performance of this Proposal/Contract. Revised-12/2018 / Insulation Division	
Total	\$31,000.00

www.WentzelsInsulation.com
Lic #CAC1817723

Sign & Date _____

Koala Insulation of West and Southwest Florida

1820 Whitfield Ave

Suite 101

Sarasota, FL 34243

(941) 500-4000

westfloridasales@koalainsulation.com

koalainsulation.com/f/west-florida

941-500-4000

INSULATION®

Billing/Service Address

Bill Cottom

Trailer Estates Park &

Recreation District

1903 69Th Avenue West

Bradenton, FL 34207

(941) 900-9355

foreman@trailerestates.com

Date	September 10, 2026
Total	\$39,827.50

O P E N C E L L S P F

This proposal expires on 12/9/2026

N O T E S

Please thank the gentleman that met with me today for his time! Here is the proposal built up as him and I discussed for the open cell spray foam with the ignition barrier paint. I did let him know, we have gone through some pretty substantial price increases on our material costs. I did try to keep it as close to the original price as possible. After you have a chance to review everything, please let me know if you have any questions. Thanks again! Taylor Camp 941-769-2422
Tcamp@koalainsulation.com

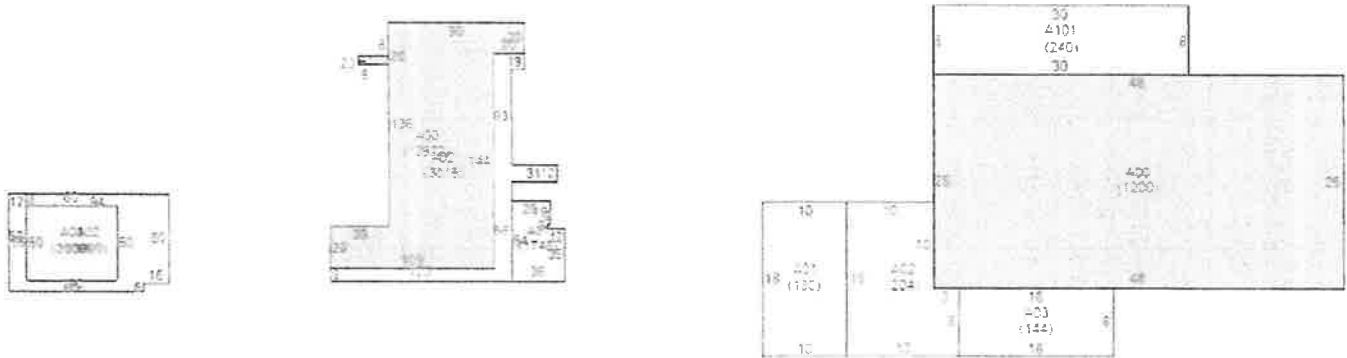
Item	Description	Amount
Retrofit	Retrofit	

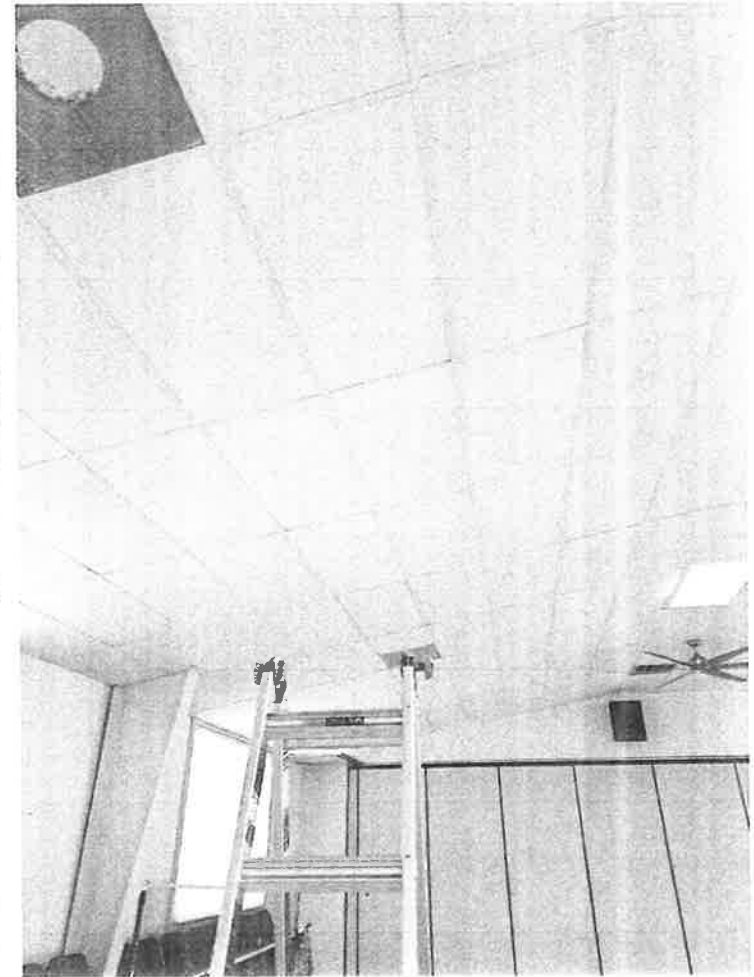
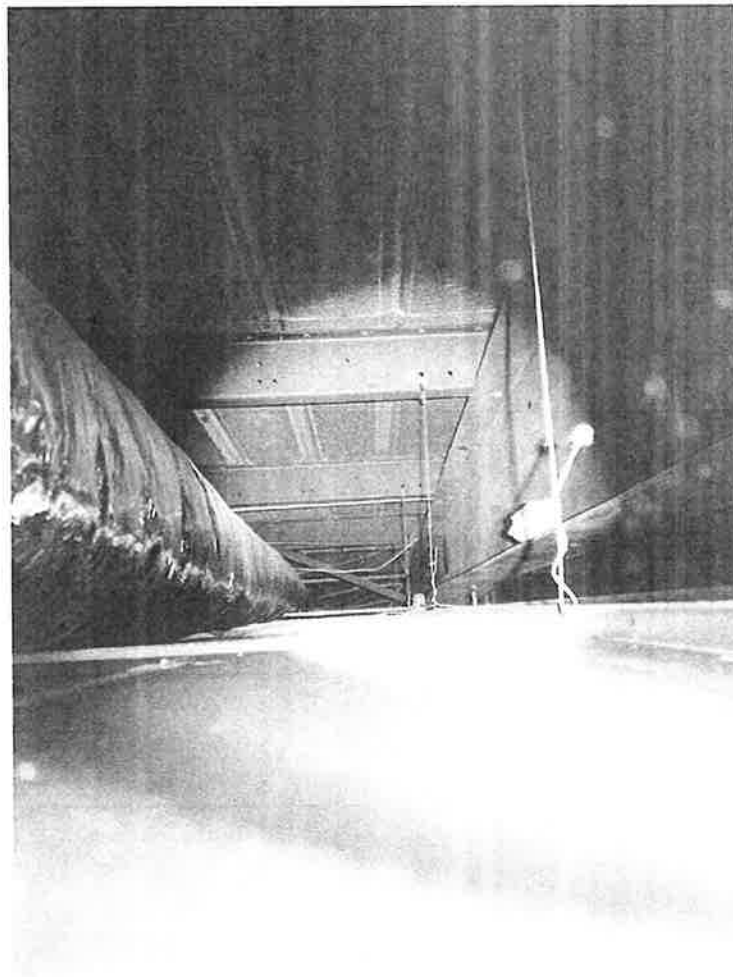
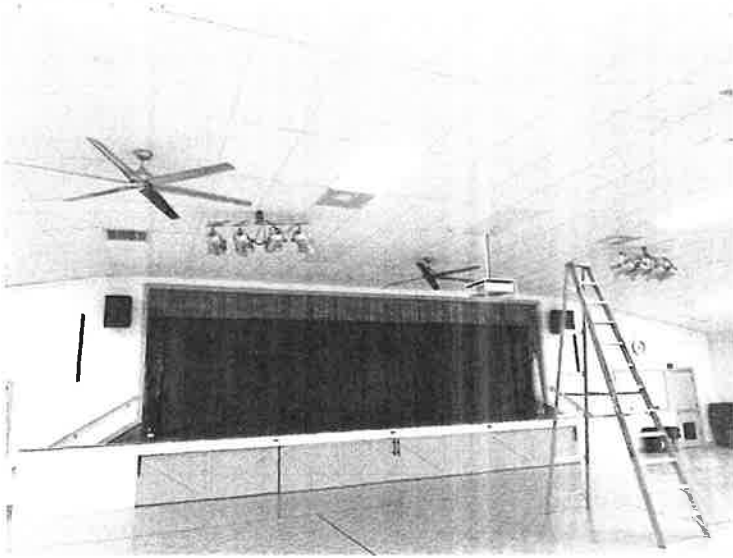
Open Cell 5.5"	METAL BUILDING ROOF DECK ONLY 8,500sf Open-Cell SPF insulation applied to nominal thickness of up to 5.5" to achieve approximately R-21 along roof deck. All soffits, ridge vents and ventilation fans will be sealed and isolated to properly encapsulate attic space. Includes wall shaving if needed. Remove all left-over materials and waste. To be used, national foam brand. only.	\$15,187.50
Open Cell 5.5"	WORKSHOP ROOF DECK ONLY 400sf Open-Cell SPF insulation applied to nominal thickness of up to 5.5" to achieve approximately R-21 along roof deck. All soffits, ridge vents and ventilation fans will be sealed and isolated to properly encapsulate attic space. Remove all left-over materials and waste. To be used, national foam brand only.	\$840.00
Intumescent Coating	IGNITION BARRIER PAINT OVER FOAM FOR BOTH BUILDINGS ONLY Flame Controls Intumescent Thermal Barrier for exposed foam. Provides a tested 15' minute thermal barrier for SPF under NFPA 286 standards. Delivers low VOC, water-based performance in a single coat, primer free application	\$12,305.00
Spray Foam Open or Closed Insulation Installation and Labor	LABOR Installation of Open Cell Insulation Includes Mileage, Travel Time, Labor, Set Up, and Full Clean Up. KOALA INSULATION TO COVER ALL WALLS AND FLOORS PRIOR TO START BUILDING OWNER TO HAVE ALL CEILING TILES AND ITEMS BELOW INSTALL AREA REMOVED PRIOR TO START DATE	\$11,495.00
Subtotal		\$39,827.50
Tax		\$0.00
Total		\$39,827.50

IMPORTANT ADDITIONAL INFORMATION

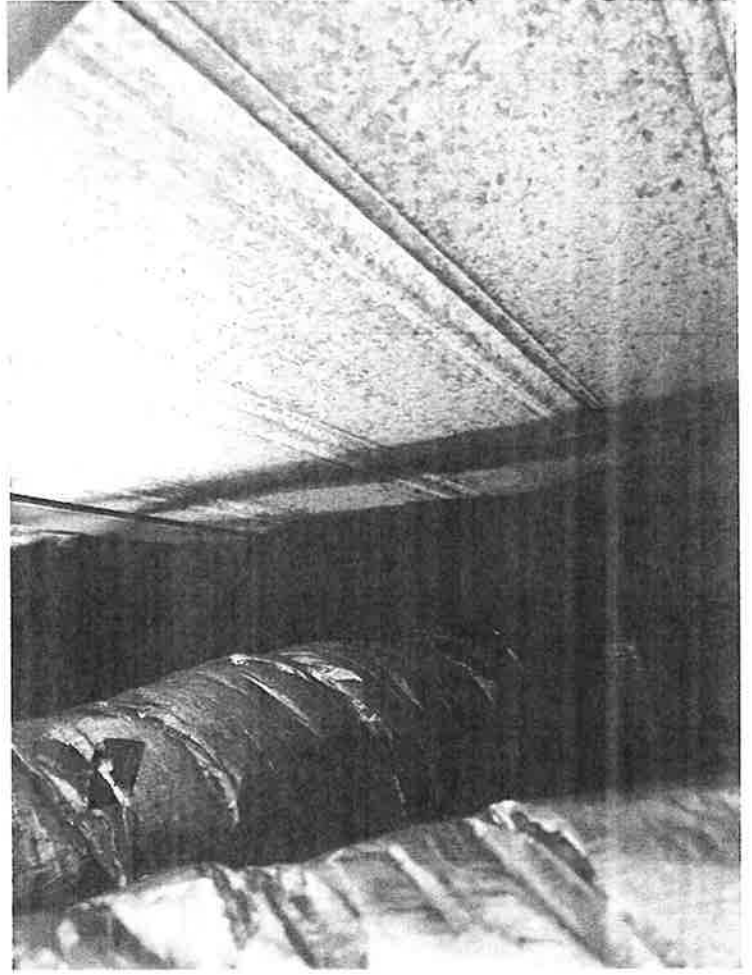
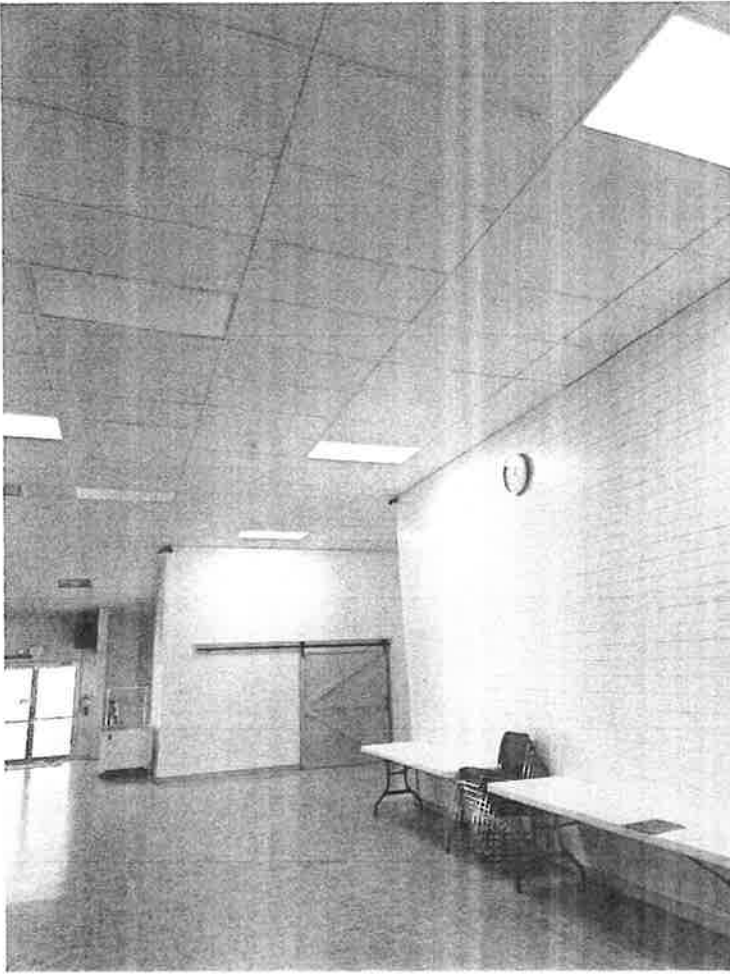
Please carefully review and sign the form(s) listed below. Click on the Name of the form to access it and sign digitally.

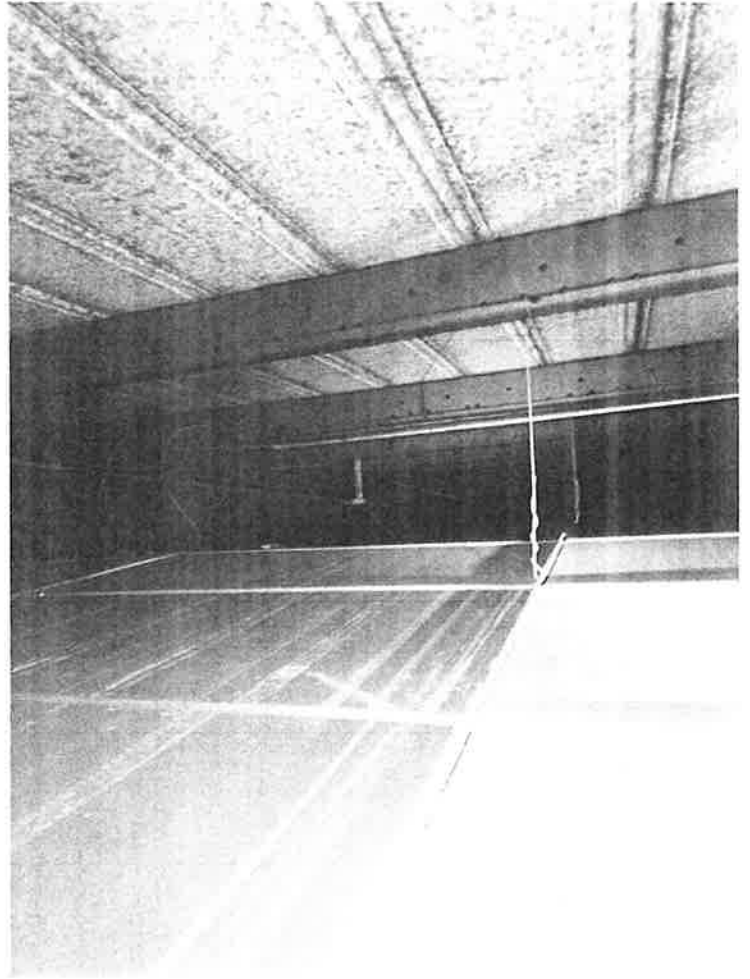
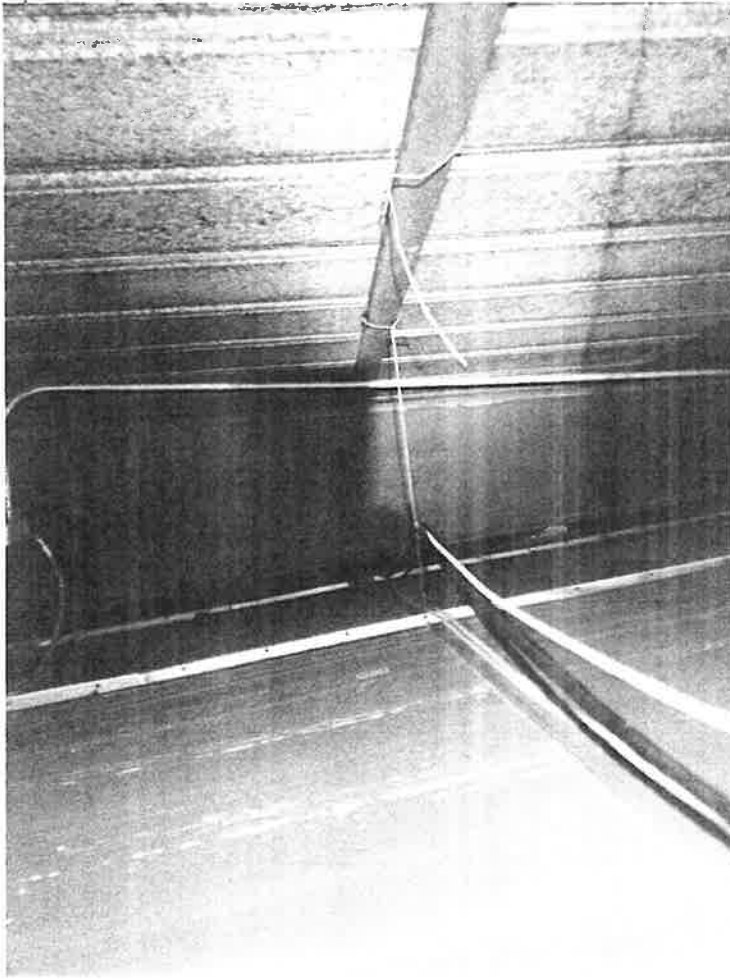
Date	Name	Status
9/10/2026	Safety Agreement	Signature Required

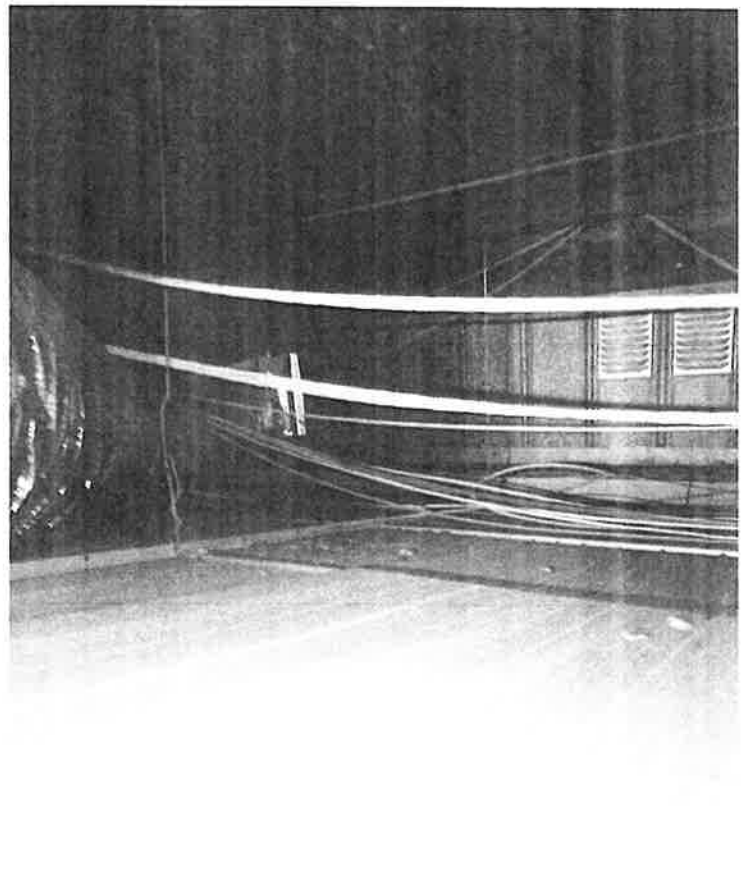
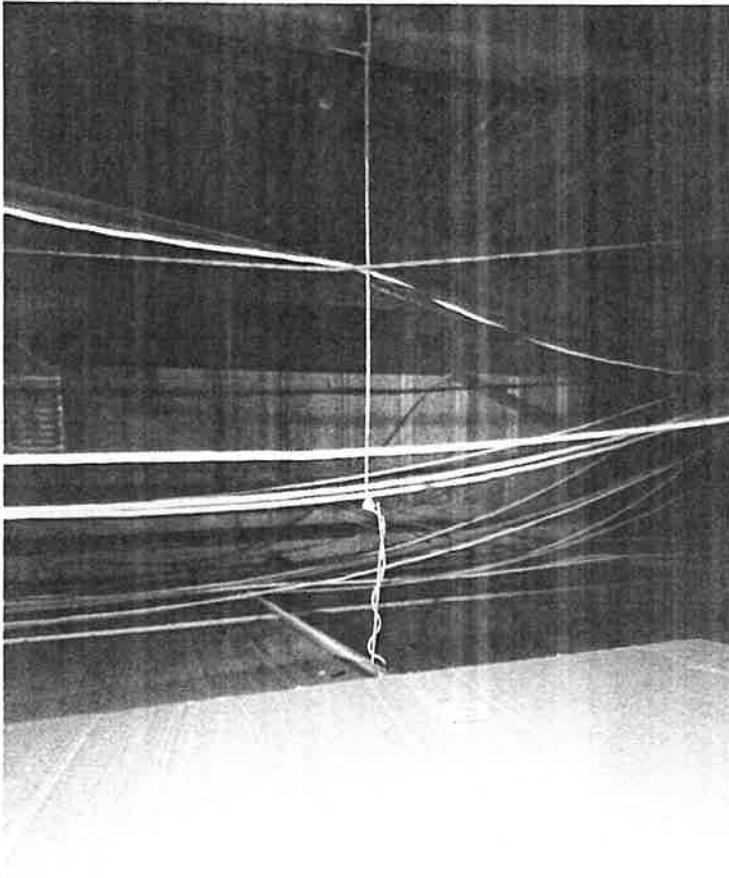
En Route Notifications Text message to (941) 900-9355**F I N A N C I N G****P I C T U R E S**

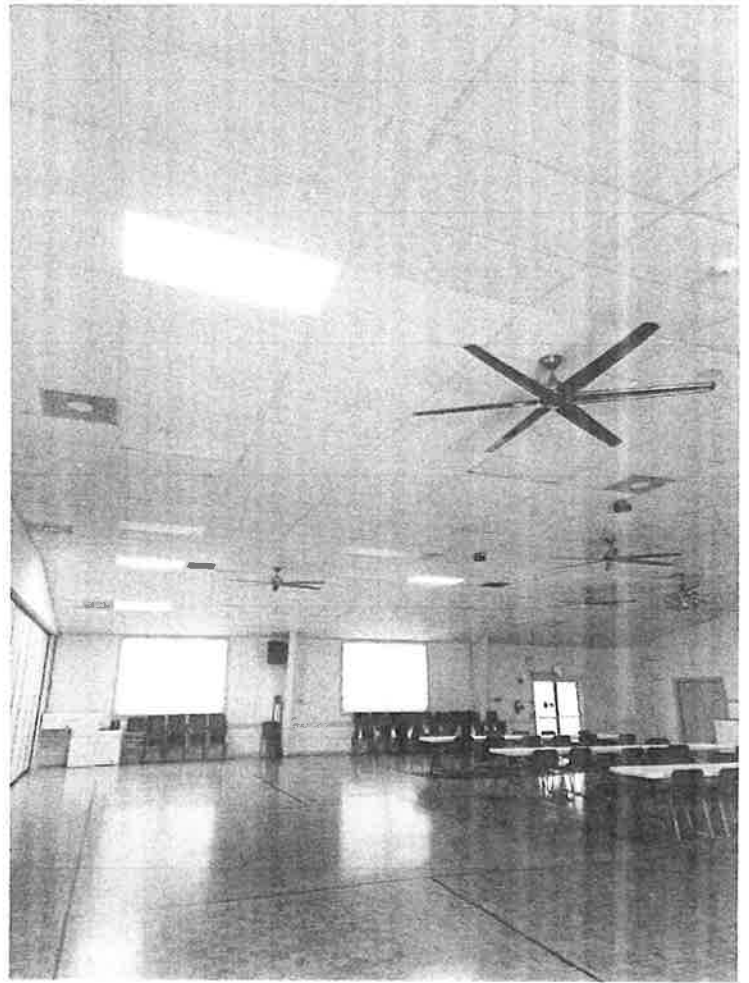


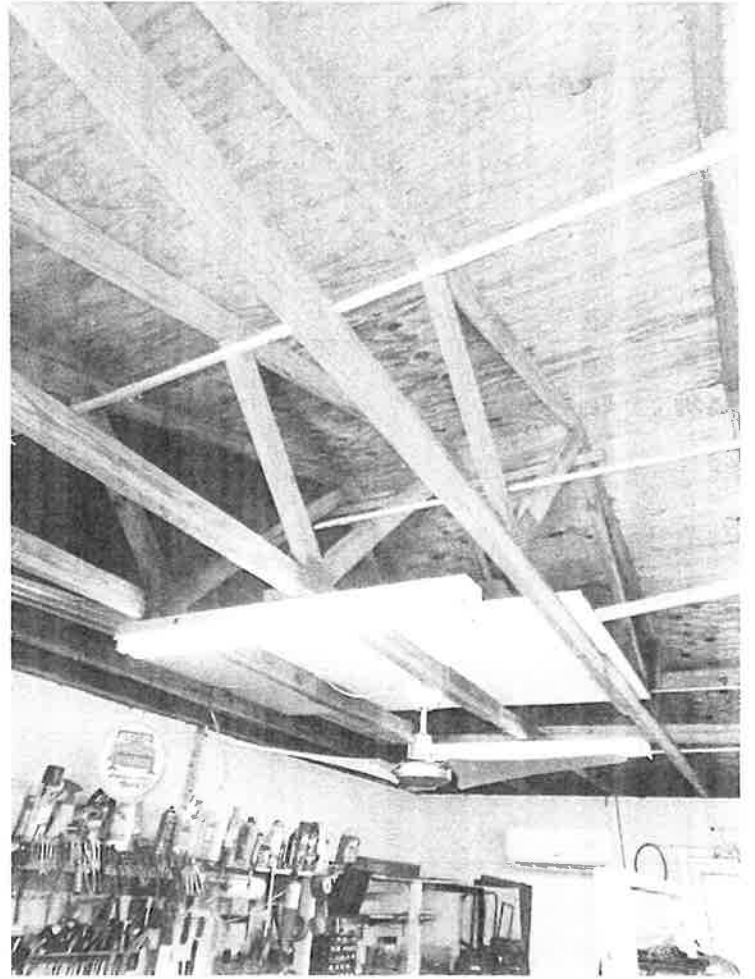














T E R M S A N D C O N D I T I O N S

KOALA INSULATION OF WEST AND SOUTHWEST FLORIDA TERMS & CONDITIONS

YOUR LOCAL KOALA INSULATION PROVIDES A ONE YEAR WORKMANSHIP WARRANTY SUBJECT TO CERTAIN TERMS AND CONDITIONS. THESE CONDITIONS ARE LOCATED ON OUR WEBSITE AND A COPY WILL BE PROVIDED TO YOU UPON REQUEST. WARRANTY IS OFFERED BY YOUR LOCAL KOALA INSULATION FRANCHISEE, AN INDEPENDENTLY OWNED FRANCHISED BUSINESS AND LICENSEE OF THE KOALA INSULATION TRADEMARKS. TO THE EXTENT THAT ANY CLAIMS ARE MADE THE AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO THE WARRANTY PROVIDER. NEITHER OUR PARENT COMPANY NOR KOALA FRANCHISE, LLC, OFFERS A WARRANTY OF ANY TYPE AND EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING A WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER CLAIMS.

By signing, Customer accepts Insulatix LLC's d/b/a Koala Insulation of West and Southwest Florida quote and agrees to the terms and conditions of the sale. All R-Values, Square Footage and other provided values are estimations; results and service conditions may vary. Service is expressly conditioned on Customer's acceptance of each and every term of service which shall all be deemed material. Insulatix LLC's d/b/a Koala Insulation of West and Southwest Florida ("Provider" or "Insulatix LLC" or "Koala") shall provide the services requested on the foregoing page only upon agreement by the owner of the premises ("Customer") as defined above to each condition herein. This Agreement shall constitute the entire agreement between the parties and shall be modified

only upon written modification duly executed by an officer of Provider authorized to make such modifications.

Notice to Owner: Customer stipulates that it has received the statutorily required notices regarding applicability of construction lien statutes and Provider's authority to file same as of the date of this Agreement and waives further notices.

Payment Terms: All invoices are payable in full upon rendering of services. Any invoices not paid immediately may result in a lien being filed against your property, collections costs, attorney's fees and a late fee will be charged to your account each month for 1.5% of the balance.

Weather policy: If it is below the required temperature at the time of scheduled service, we may be forced to reschedule your services at the sole discretion of the staff on site. A representative will contact you if this occurrence happens to notify you of a reschedule. We provide service in rainy conditions unless otherwise specified.

Removal of all persons and pets: During the installation of any Spray Foam insulation, you must ensure that all persons and pets are removed from the premises for the duration of the installation service plus 24 hours. Foam insulation emits certain gases as it cures. For your safety you must not re-enter the space until it is sufficiently ventilated, and the foam has cured.

Missed Appointment Charge: Missed appointment charge \$125. This charge only applies if you do not cancel scheduled service within 24 hours of scheduled service time. This charge is to partially cover our expenses for a situation where we were not at fault in being unable to service your account.

Electricity Usage: Koala strives to bring adequate fuel and electricity generation equipment to complete a given task. Depending on circumstances, we may need to use electricity at your site to complete service. Koala is hereby permitted to use such services on-site at the customer's facility.

Access to Premises: It is your responsibility to provide us access at the service time. Issuance of key, key card, or gate code, if applicable, is best to make sure that we are able to provide consistent service. If you prefer you may arrange for yourself or your agent to open and close the premises for our crews as required to complete the service requested.

Quoted Services & Price Changes: The prices quoted are for the specific services listed. Any additional services, change orders or other matters may increase the fee. All R-Values, square footage and other specifics or values are intended only as approximations and may be more or less depending on job circumstances. You expressly waive any dispute which is within +/- 25% of the stated value. Any variation in excess of this allowance may be corrected solely by remedial services or a pro-rated refund in the sole discretion of Koala. All warranties expressed or implied are hereby specifically disclaimed and waived including without limitation any warranties of fitness for a particular purpose, warranty of merchantability or any guarantee of coverage, energy efficiency or vapor, pest, or moisture barrier performance. Any expressions of such performance are simple estimations or puffery and shall not under any circumstances be construed as a warranty, guarantee or promise. Quote is valid for 30 days unless expressly revoked prior to acceptance.

Indemnification, Attorneys Fees, Arbitration: You shall indemnify and hold harmless Koala, its employees, affiliates, entities, assigns and licensees against any claims, losses, demands, liabilities, costs, proceedings, damages, and expenses (including attorneys' fees and expert witness fees) that

may arise from your negligence, intentionally tortious or unlawful conduct, act, or omissions. Additionally, should Koala need to defend itself from any claim by you, your agents, invitees, guests, or others you shall immediately, without delay or pause for consideration of the merits of the claim fully indemnify and pay all costs of defense, collection or other action including all costs, attorney's fees and other expenses reasonably incurred in such action. Customer expressly and irrevocably waives its rights to a trial by jury and to participate in or bring any class action and shall pursue any claim against Koala exclusively through individual arbitration in Chesterfield County, VA. Customer shall pay all attorney's fees, collections costs and other expenses associated with any breach of any term of this Agreement or failure to pay charges issued hereunder.

Assignment: Koala may transfer and assign this Service Agreement or any of its rights hereunder to any third party only for the installation of Solar Attic Fans to a Licensed Roofing Company, and this Service Agreement shall inure to the benefit of Koala, its successors, and assigns. You may not assign this Service Agreement or any rights hereunder, in whole or in part, except with Koala's prior written approval, and any such purported assignment shall be null and void.

Governing Law: This Service Agreement takes effect upon its acceptance and execution by you and shall be interpreted and construed exclusively under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Virginia choice-of-law rules).

Venue: The parties hereto consent to personal jurisdiction in the federal or state courts located in Manatee County, Florida. You hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

Third-Party Authorization: You represent and warrant that you have the full right, authority, and power to enter into this Service Agreement, and that no further authorization or permission is required from any individual, officer, manager, or other person(s) or party(ies).

Entire Agreement: This Service Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Service Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Service Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties. Each party hereto has had read this agreement and understands its terms. Each party has consulted with legal counsel or has been given ample opportunity to do so. For good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, the undersigned have executed this document intending to be bound.

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Innovation Marine Lease Renewal Negotiations

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Discuss negotiating objectives with the Board at this workshop.

At the Board meeting, authorize the Chairman and Park Manager to negotiate with
Innovation Marine and return proposed terms to the Board for their consideration.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Attachments: **(Please attach any diagrams or pertinent information concerning this**

Agenda Item. Please list the attachments.) _____

Innovation Marine Contract & Addendum

Letter from Scott Yow, Innovation Marine Corp.

Trustee Chairman Lombardi

Date Submitted September 29, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

MEMORANDUM

TO: Board of Trustees
FROM: District/Park Manager
DATE: October 20, 2026
SUBJECT: Innovation Marine Lease Renewal Negotiations

AGENDA ITEM

Discuss Innovation Marine Corporation's request to extend and renegotiate the marina service facility lease. The October 20 workshop is for discussion only; authorization would be considered at the Board meeting.

BACKGROUND

The District leases the boat ramp, repair facilities, and related service and storage areas at 2303 Pennsylvania Avenue to Innovation Marine Corporation. The June 2021 lease was amended effective December 1, 2022. The amendment extended the term through May 31, 2027 and clarified that Innovation may lease Slips A and B, while the District exclusively leases the other marina slips. Innovation Marine Vice President Scott Yow requested an opportunity to discuss renewal in his September 11, 2026 letter.

ANALYSIS

The existing lease provides a \$3,100 monthly rent and an annual CPI increase. Staff will confirm the current insurance and operational concerns before negotiations. Proposed terms should address the extension period, rent and adjustments, resident access and boat ramp fee exemptions, operating hours, maintenance and repairs, insurance, and the separation of Innovation's two slips from the District's slip rental operation. A negotiated agreement would return to the Board for review and approval before execution.

COST / BUDGET IMPACT

Rent and any financial effect will be presented with a proposed agreement. District counsel review would follow existing authorization and budget procedures.

RECOMMENDATION

Discuss negotiating objectives at the October 20 workshop. At the following voting Board meeting, authorize the Chairman and District/Park Manager to negotiate with Innovation Marine and return proposed terms to the Board for consideration.

ATTACHMENTS

June 2021 lease and December 2022 first amendment; September 11, 2026 letter from Scott Yow, Innovation Marine Corporation.

Dear Chairman Lombardi, Members of the Trailer Estates Board of Trustees and Mr. Lee Morris:

My name is Scott Yow, and I am writing on behalf of Innovation Marine Corporation, the parent company of Innovation Marina, located within Trailer Estates Park. Several park residents have recently asked why we are leaving or stated that they heard we would not be renewing our lease. Given the number of inquiries, we want to clarify our position. Innovation Marine Corporation fully intends to honor the terms of its current lease agreement and would welcome the opportunity to continue serving Trailer Estates Park residents by renewing the lease, provided mutually agreeable terms and conditions can be negotiated. Over the years, Innovation has worked diligently to offer residents and boat owners an affordable alternative to the higher prices charged by other boat repair facilities in the immediate area. Accordingly, we respectfully request the Board's consideration of a lease renewal in the coming months.

In closing, I respectfully request a brief opportunity to address the Board at its next meeting, scheduled for September 29, 2026, to reiterate the points outlined in this correspondence. If you could please confirm the Board's decision on this potential engagement it would be appreciated.

Respectfully,

Scott Yow

Vice President

Innovation Marine Corporation

September 11, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made by and between TRAILER ESTATES PARK AND RECREATION DISTRICT, a special district of the State of Florida, of 1903 69th Avenue West, Bradenton, Florida 34207 (hereafter called "Lessor"), and Rick LaMore Jr. (d/b/a Innovation Marine Corporation of 2303 Pennsylvania Avenue, Bradenton, Florida 34207, (hereafter called "Lessee").

1. **PREMISES.** For and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Lessee and for other valuable consideration, Lessor does hereby demise and lease unto, Lessee, and Lessee does hereby hire and let from Lessor, the following described property situate in Manatee County, Florida:

Those certain premises lying, being and situated at 2303 Pennsylvania Avenue, Bradenton, Florida commonly known as the Trailer Estates Marina, located within the Third Addition of the Trailer Estates Subdivision, together with the buildings, ramp, storage area within the existing fenced area, and the use of one hundred eight feet of sea wall located on the West side of the ramp to the fence for Boat slips. In addition, the one hundred eight-eight feet of sea wall located on the East side of the ramp to slip1 in the Trailer Estates Boat Slip Marina (the "Premises"), and as generally depicted in Exhibit "A," attached hereto and incorporated herein by reference.

2. **TERM.** The Premises shall be leased for a term of five (5) years, beginning on June 1st, 2021 ("the Commencement Date") and termination on May 31, 2026.
3. **USE.** Lessee agrees that the Premises and the grounds shall be used exclusively for boat repair, boat motor repair, boat and trailer storage, sale and/or rental of boats and boat motors, bait and marine products sales, and full-service maintenance of boats and boat motors. Lessee shall make no immoral, offensive or illegal use of the Premises; or suffer anything to be done which shall or may be a nuisance to Lessor or the community; or do anything thereon deemed extra-hazardous or which would cause insurance rates to increase; or use any advertising medium, that may constitute a nuisance or in a manner to be heard outside the leased Premises or do any act tending to injure the reputation of the leased Premises.

Smoking or igniting of any tobacco products shall be prohibited within the leased buildings on the Premises. Lessee shall abide by all reasonable directions and requirements of any insurance company ensuring the Premises and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the Premises. Lessee shall not commit or suffer any strip or waste in or about the Premises. Lessee hereby

covenants to and with Lessor that Lessee shall abide by all of Lessor's reasonable rules and regulations concerning the operation the leased Premises and the use of Lessor's other property.

Lessee may collect a ramp launching fee, except that property owners in Trailer Estates Subdivision and boat slip lessees shall be exempt for such fees.

Opening and closing hours shall be posted, and notice of closing for holidays and other reasons shall be specified in notices posted in advance of the anticipated closings. The Premises shall be open and operating, at a minimum from 8:00 A.M. through 5:00 P.M. Monday through Friday and from 8:00 A.M. through Noon on Saturdays. The Lessee, in a case of emergency, or request from a Trailer Estates Resident, or authorize Trailer Estates to open the premise to remove boats.

Lessee shall do what is reasonably necessary to abate the noise generated from boat motor operations in conjunction with sales and service of boat motors. Lessee shall contain such activities to within an enclosed area in an effort to restrict the sound transmission

During the Term hereof, Lessee covenants and agrees to operate and conduct said Marina in a clean, sanitary, courteous and businesslike fashion such as is customary in the trade, and to also keep same open for business as is customary in the trade. This is a dependent covenant without which the Lessor would not have executed this Lease and the breach thereof shall also be a default of this Lease and the Lessor shall have the right to pursue its remedies for a default by Lessee as set forth herein.

4. **LEASE PAYMENTS.** Lessee agrees to pay, as consideration for the use of the Premises Rent in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 per month, with the first payment payable in advance made on the Commencement Date, and thereafter on the first (1st) of each successive month, without offset or deduction of any kind for any reason. On the first of June 2021, and on the 1st of June of each year thereafter (hereafter the "anniversary date"), under the term of this Lease and any renewals or extensions thereof, the Rent shall be increased, at the discretion of the Lessor, for the ensuing lease year period by an amount equal to five percent (5%) over the Rent for the lease year just ended. If Lessor does not notify Lessee of the adjustment to the Rent for the forthcoming twelve-month period on or before June 1st, Lessee shall continue to pay monthly installments of Rent at the rate established for the immediately preceding twelve-month period. If Lessor elects to increase the Rent, upon Lessee's receipt of Lessor's notice concerning the adjustment of the Rent, Lessee shall, within thirty (30) days thereafter, pay Lessor any deficiency resulting from such adjustment effective as of the June 1st adjustment. Each monthly rental payment required hereunder shall be

accompanied by the applicable Florida State Sales Tax to be paid by Lessee in such amount as is currently required by law on the date of each rental payment comes due. All rents, plus applicable sales tax shall be delivered to Lessor at 1903 69th Ave. West, Bradenton, Florida or at such other place as Lessor may designate from time to time. Any sums required to be paid to Lessor under the terms of the Lease, whether as rent or otherwise, which are not paid when the same shall become due, shall bear interest at the highest rate allowed, which shall be payable as additional rent hereunder.

Lessee acknowledges that late payment by Lessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Therefore, if any installment of Rent due from Lessee is not received by Lessor within five days after it is due, Lessee shall pay Lessor an additional sum of five percent (5%) of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute waiver of Lessee's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies available to Lessor.

5. **EXPIRATION/TERMINATION.** Lessee promises to pay rent in the manner aforesaid and upon expiration of this Lease, or its termination, Lessee shall quit and deliver up the Premises to Lessor peaceably and quietly, and shall return all keys and remove Lessee's personal property. Unless otherwise mutually agreed by the parties in writing, Lessee agrees to redeliver possession of the leased Premises and Lessor's equipment and personal property to Lessor in substantially the same condition that existed immediately prior to Lessee's entry on the leased Premises, reasonable wear and tear, damage by the elements, and acts of God, excepted. Such property of Lessee as Lessee fails to remove from the Premises upon the termination of this Lease shall be considered as abandoned by Lessee and may be disposed of by Lessor in any manner whatsoever without accounting to Lessee for same or being liable in any way to Lessor for such disposition. If Lessor desires that the Premises be altered to return them to their original condition, Lessee shall be responsible for all costs incurred.
6. **ENTRY.** Lessor, Lessor's agents, employees or independent contractors may enter the Premises between the hours of 5:30 A.M. and 5:00 P.M., on reasonable notice to Lessee (except at any time and without notice in case of emergency), for purposes of inspection or making such repairs, replacements and additions in, to, on and about the Premises or building of which the Leased Premises are a part, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason thereof.
7. **PROPERTY TAXES.** Lessor shall pay all ad valorem real property taxes tangible property taxes, assessments and other charges during the term of the Lease and levied against the premises, and Lessee shall pay all taxes assessed and levied against Lessee's tangible personal property within or about the Premises before the same shall become delinquent.

8. **INSURANCE.** Lessee shall procure and maintain in force during the term of this Lease, at Lessee's expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased Premises, in minimum coverage of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) personal injury, and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) property damage. Lessee shall obtain, maintain and pay cost of fire and extended insurance coverage in an amount equal to the full insurable replacement value of the improvements upon the Subject Lands. The Lessor shall be named in said policies as an insured party. The proceeds from any insurance claim filed requesting benefits under the terms of said policies shall be used to rebuild the Marina and then payable to the Lessor. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. At Lessor's option said insurance policies shall be delivered to Lessor for keeping or Lessor may accept Certificates(s) of Insurance. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which said premiums are paid.
9. **UTILITIES.** Except as hereinafter provided, Lessee agrees to pay for all Lessee's utilities, including without limitation electricity, gas, water, trash removal, internet and telephone service. Lessor shall not be liable for any interruption of services to the Premises or for any damages from defects in any of the utility systems.
10. **REFUSE AND SANITATION.** Lessee covenants and agrees that Lessee will use, maintain and occupy the Premises in careful, safe and proper manner; that Lessee will maintain Premises and the grounds in a clean, orderly and sanitary condition; and that Lessee will keep any garbage, trash or refuse in proper containers until called for to be removed. Lessee shall pay particular attention to the condition of the public restroom facilities, which shall be maintained in a clean, neat and sanitary condition in accordance with local ordinances and regulations enforceable by the Manatee County Health Department.

Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining Lessor's written consent. Any hazardous or infectious waste materials shall be disposed of in accordance with law. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Lessee is liable, Lessee

shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term and arising as a result of that contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration for which the lessor becomes legally liable or responsible by statute or order of federal, state or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the conditions existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of Florida or the United States government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a 'hazardous substance' pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyl's ("PCBs"), and petroleum.

11. **MAINTENANCE AND REPAIRS.** Lessee, at Lessee's expense, hereby agrees to clean the leased Premises and to keep same clear of all rights and obstructions during the term of this Lease. Lessee shall make all necessary repairs and replacements to the leased Premises and will keep the interior of the demised premises and appurtenances in good order and repair (excepting reasonable wear and tear), and in a clean, safe and healthy condition at its own cost and expense. All repairs and replacements by Lessee shall be in quality and class at least equal to the original work. On default of Lessee in making such maintenance, repairs or replacements, Lessor may, but shall not be required to, make them, and the expense thereof shall be collectible as additional rent.

The Lessor shall, at its own cost and expense, maintain the exterior of the building, the roof and structural members of the building of which the premises form a part. However, if any of the aforementioned repairs are made necessary by reason of Lessee's use and occupancy of the premises in a manner inconsistent with the reasonable use and occupancy thereof, or the negligence of the Lessee, its agents, servants, employees and invites, or by reason of alterations made by the Lessee, then and in any of said events, such repairs shall be made by the Lessee at its own cost and expense.

12. **LESSEE'S PERSONAL PROPERTY AND STORAGE OF CUSTOMER'S PROPERTY.** Lessee agrees that all equipment, furniture, material, accessories, supplies or personal property brought onto or into the Premises by the Lessee shall be at the sole risk of Lessee only, including loss, damage or destruction by fire, theft or other casualty, and that Lessor shall in no way be responsible for any loss, damage or destruction thereto.
13. **REGULATIONS.** Lessee agrees to comply with all applicable governmental and municipal ordinances and regulations, including but not limited to parking and traffic rules effective now or in the future, insofar as they pertain to occupancy and use of the Premises.
14. **ALTERATIONS.** Lessee shall not make any alterations in or additions to the Premises, including the color or architectural treatment of the improvements, without the prior written consent of the Lessor, which consent may not be unreasonably withheld and all such alterations and additions, including floor covering that is adhesively fixed to the floor and upgrades or changes to electrical outlets, shall become and remain the property of Lessor, unless specified otherwise in the consent. Lessee may not use or penetrate the roof of the Premises without Lessor's prior written consent. All alterations that are done on the Premises shall be done by a licensed contractor in a professional, workmanlike manner and in compliance with all applicable federal, state and municipal laws, ordinances and regulations. Lessee hereby accepts responsibility and hereby agrees to hold Lessor harmless from any and all claims which might arise from said alterations. Lessor also reserves the right to strictly monitor said alterations to protect Lessor's rights and interest. Pursuant to Florida Statute 713.11 Lessee nor Lessee's agents or assigns shall have any lien rights which attach to the Premises.
15. **QUIET ENJOYMENT.** Lessor agrees that Lessee shall quietly possess and enjoy the Premises during the term of this Lease, so Long as Lessee performs and observes all the provisions of this Lease, subject to mortgages (and any assignments, substitutions, or replacements thereof), reservations and easements (presently or hereafter) of record.
16. **CONSTRUCTION LIENS AND OTHER ENCUMBRANCES.** Lessee shall not suffer or permit any Construction Liens or other liens to be filed against the Premises nor against Lessee's leasehold interest in the Premises by reason of any work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased land or any part thereof through or under Lessee. If any such Construction Liens or other liens shall be recorded against the Premises by anyone claiming by, though, or under Lessee, Lessee shall cause the same to be removed or, in the alternative, if Lessee in good faith desires to contest same, Lessee shall be privileged to do so, but in such event, Lessee hereby agrees to transfer such lien to bond or other permitted security and to indemnify and save Lessor harmless from all liability for damages occasioned thereby.

Pursuant to Florida Statute 713.11 Lessee nor Lessee's agents or assigns shall have any lien rights which attach to the Premises.

17. **HOLD HARMLESS AND INDEMNIFICATION.** Lessee shall defend, indemnify, and hold harmless Lessor from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and or injury to property or persons, including without limitations, damages, fines, or ordered cleanup arising from the release, discharge, or dispersal of pollutants or contaminants on or from the leased premises, whether brought by individual or other entity, or imposed by court of law or by administrative action of federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, use of premises, or willful misconduct of lessee's actions. This indemnification applies to and includes, without limitations, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related cost or expense, and any reimbursement to Lessor for all legal expenses and cost incurred by it.
18. **DEFAULT.** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Lessee:
 - A. Lessee shall fail to pay any monthly installment of Rent or any other additional rent or amount owing to Lessor under this Lease within ten (10) days after the same is due and payable, without further notice from Lessor.
 - B. Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ten (10) days after notice thereof from Lessor provided, however, that if the term, condition, covenant or obligation to be performed by Lessee is of such nature that the same cannot reasonably be performed within such ten (10) day period, such matter shall not constitute a default so long as Lessee commences to cure such default within said ten (10) day period and thereafter diligently and continuously undertakes to complete the same and the condition is cured with thirty (30) days from the original occurrence thereof.
 - C. Lessee shall abandon the Premises at any time.
 - D. A trustee or receiver shall be appointed to take possession of substantially all of Lessee's assets in, on or about the Premises or of Lessee's interest in this Lease (and Lessee does not regain possession within sixty (60) days after such appointment); Lessee, makes an assignment for benefit of creditors; or substantially all of Lessee's assets in, on, or about the Premises or Lessee's interest in this Lease are attached or levied upon execution (and Lessee does not discharge the same within sixty (60) days thereafter).
 - E. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Lessee pursuant to any federal or state statute (and, with respect to any

such petition filed, against it, Lessee fails to secure a stay of discharge thereof within sixty (60) days after the filing of the same).

- F. Lessee shall assign this Lease or sublet any part of the Premises in violation of Paragraph 21 of this Lease.

Upon the occurrence of any event of default set forth above, Lessor shall have the following rights and remedies, in addition to and not by way of limitation of those allowed by law, any one or more of which may be exercised by Lessor, in its absolute discretion, without further notice to or demand upon Lessee:

- a. Lessor may reenter the Premises and cure any default of Lessee, in which event Lessee shall reimburse Lessor as additional rent for any costs and expenses which Lessor may incur to cure such default; and Lessor shall not be liable to Lessee for any loss or damage which Lessee may sustain by reason of Lessor's action regardless of whether caused by Lessor's negligence or otherwise.
- b. (1) Lessor may terminate this Lease as of the date of such default, in which event: (i) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of Premises, and Lessee shall immediately thereafter surrender the Premises to Lessor; (ii) Lessor may reenter the Premises by any means permitted by law, and may remove Lessee's property, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Lessor may declare all of the rent which would have been due under this Lease for the balance of the lease term, whereupon Lessee shall be obligated to pay the same to Lessor, together with all loss or damage which lessor may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this Section 18 shall survive the termination of this Lease.
- (2) Lessor may, without terminating this Lease, reenter the Premises and relet all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained therein, and Lessee shall be obligated to pay to Lessor the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which otherwise have constituted the balance of the term of this Lease, together with all of the Lessor's costs and expenses for preparing the Premises for repairs, Lessee finish improvements, brokers' and attorneys' fees, and for all loss or damage which Lessor may sustain by reasons of such reentry or re-letting.

- c. Without terminating this Lease, declare immediately due and payable all rent, additional rent and other amounts due and coming due under this Lease for the entire remaining Term, together with all other amounts previously due, at once, which total amount shall be discounted to the present value. Such payment shall not be deemed a penalty or liquidated damages, but shall merely constitute payment in advance for rent for the remainder of said Term.
 - d. Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.
 - e. If Lessor shall become bankrupt, or any debtor proceedings are taken by or against Lessor in any court pursuant to any Statute either of the United States or of any State or files a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessor's property, or if Lessor makes an assignment for the benefit of creditors, or petitions for or enters into an agreement, then and in that event, this Lease shall, at the option of the Lessee, be cancelled and terminated and any party claiming on behalf of Lessor shall not have any rights whatsoever under this Lease.
19. **LESSOR'S PERFORMANCE OF LESSEE'S DEFAULTS.** If Lessee defaults in any of the terms, covenants and conditions hereof, Lessor may perform the same or procure the performance thereof without waiving or affecting the option to terminate the term hereof or waiving said default, or waiving any rights hereunder, and all payments(s) or expenditures (including reasonable attorneys' fees as provided herein) made by Lessor in so doing shall be charged to Lessee, become immediately due and payable and bear interest at the highest lawful rate permitted in the State of Florida, from the date of disbursement by Lessor until paid by Lessee.
20. **ASSIGNMENT.** Lessee may not assign this Lease or sublet any part of, or permit anyone else to use or occupy the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any attempted assignment or sublease without such consent shall be void and shall constitute a default under paragraph 19 of this Lease. Any transfer, encumbrance or, if applicable, other disposition of the stock of Lessee, without the prior written consent of Lessor, shall be deemed an unauthorized assignment of this Lease.
21. **DESTRUCTION OF PREMISES.** If the Premises are totally damaged, destroyed or rendered unusable for a period exceeding one hundred twenty (120) days, other than by wrongful or negligent acts of Lessee, Lessee may terminate the Lease Agreement and immediately vacate the Premises. If the Premises are partially damaged or destroyed, Lessee may vacate that portion of the Premises rendered unusable by the casualty, in which event liability for rent shall be reduced by the fair rental value of that part of the Premises. In the event of property damage or destruction, Lessor shall have the option to

terminate this Agreement or to rebuild and/or repair the damage with reasonable speed, considering insurance, strikes or other causes beyond Lessor's control. In the event of condemnation, this Lease shall terminate at the written election of either party; any condemnation award shall belong to Lessor. If any event referred to in this paragraph occurs, Lessor shall not be held liable to Lessee for inconvenience, annoyance, loss of profits, expenses or other type of injury or damage resulting from the repair of any such damage, or for the termination of the Lease as provided herein. Lessee assumes the risk of any and all damage from any casualty whatsoever to its improvements to, and equipment and personal property within or about, the Premises.

22. **DAMAGE BY WATER.** It is expressly agreed and understood that Lessor shall not be liable for any damage or injury by water or sewage which may be sustained by Lessee or another person, unless resulting from the negligence of Lessor, its agents, employees, or licensees, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of Lessee, another tenant, or their agents, employees or licensees, or by reason of breakage, leakage or obstruction of the water or sewer pipes, or other leakage in or about the said Premises or the buildings of which the Premises are a part.
23. **REMOVAL OF FIXTURES.** Lessee shall have the right to remove all removable personal property and movable trade fixtures that it placed on the leased Premises, so long as Lessee is not in default under the terms of this Lease. Lessee shall repair any damage to the leased Premises caused by the removal of the aforesaid.
24. **SUBORDINATION.** Lessee agrees that its interest under this Lease is subordinate to any mortgages now or hereafter encumbering the Premises and that it will, upon request of Lessor, at all times during the Lease, execute such instruments and documents as may be required by Lessor for the purpose of confirming that Lessee's interest under this lease is subordinate to the lien of any mortgage or mortgages, or renewal, replacement or extension thereof, now or hereafter encumbering the Premises; provided, however, that

such action shall not require the payment of any money by Lessee other than as provided by the terms of this Lease and further provided that Lessee's use and occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder.

Lessee agrees that, from time to time upon request by Lessor, Lessee will execute and deliver to Lessor, or to any mortgagee of Lessor's interest in the Premises or any purchaser or prospective purchaser of the Lessor's interest in the Premises, a statement in form and content supplied by Lessor certifying (a) that this Lease in unmodified and full force and effect (or if there have been any modifications, identifying the modifications and certifying that the Lease as modified is in full force and effect); (b) the dates to which the rent and any other charges have been paid; (c) the dates of commencement and expiration of the Lease term; (d) that Lessor is not in default in the performance of any

of its obligations under the terms of this Lease, or if any such default is claimed, the exact nature thereof in detail; and (e) such other matters as Lessor or any such other party may reasonably request. Any such certificate shall be executed and delivered by Lessee within ten (10) days after request therefor is made.

25. **ADA COMPLIANCE.** Lessee acknowledges that the Premises may constitute a place of public accommodation or commercial facility under Title 111 of the Americans with Disabilities Act ("ADA") and that the ADA is applicable to an owner, a lessee and a sublessee of a place of public accommodation or commercial facility. Lessee further acknowledges that, under the ADA, any structural alteration to the leased Premises must comply with accessibility standards set forth in the rules promulgated by the Department of Justice, 28 C.F.R. Sec. 36.101, et seq. In the event Lessee makes any structural alteration to the Premises which would require compliance with Title 111 of the ADA and the accessibility standards promulgated by the Department of Justice, Lessee agrees to design and build such structural alterations so as to comply with the ADA and the accessibility standards. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, or causes of action of any and every kind and nature arising or growing out of or in any way connected with any structural alteration of the Premises by Lessee. Nothing contained herein shall be construed to modify the requirement that any alteration to the Premises must have the prior written approval of Lessor and such approval, if given, shall not be construed to be a waiver by Lessor of Lessee's obligations and agreements as set forth in this paragraph.
26. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY LESSEE AND LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR ANY PERSON ACTING ON BEHALF OF LESSOR HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. LESSEE FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. LESSEE FURTHER ACKNOWLEDGES THAT IT HAD READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS ITS INITIALS. _____

27. **SIGNS.** Lessee may place and maintain on the Premises neat and appropriate signs advertising Lessee's business after obtaining prior written approval of Lessor and governmental authorities having jurisdiction. Upon termination of this Lease, Lessee shall remove all such signs and repair any damage to the Premises caused by the erection, maintenance or removal of such signs. No other signs shall be permitted.
28. **FIRE PREVENTION.** Lessee shall supply and maintain, at Lessee's expense, any and all fire prevention and extinguishing equipment and supplies required by authorities having jurisdiction.
29. **LIMITS ON LESSOR'S LIABILITY.** Lessee agrees to waive any right of recovery Lessee may have against Lessor, whether that right is for personal injury, property damage or contracted liability, unless caused by Lessor's intentional wrongful act. In the event Lessee prevails on a claim against Lessor arising out of lessor's intentional wrongful act, Lessor shall not be liable for any damages beyond the rent paid under this Lease.
30. **UNAUTHORIZED HOLDOVER.** In the event Lessee remains in possession of the Premises, without Lessor's prior written consent, after this Lease expires or is terminated, Lessee shall pay to Lessor during the period of such possession rental at twice the rate in effect at the time of the Lease expiration or termination. Lessee agrees to pay, in the event of default under the terms hereof, all costs, expenses and reasonable attorneys' fees incurred in the collection of any rents due hereunder or in the enforcement by Lessor of any of the terms and conditions hereof, or in regaining the Premises, including but not limited to those costs, expenses and reasonable attorneys' fees incurred in legal proceedings and/or in contemplation of legal proceedings.
31. **IDENTITY OF INTERESTS.** The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between Lessor and Lessee, the relationship of principal and agent or of a partnership or a joint venture, and the relationship between the parties hereto shall always be and remain that of Lessor and Lessee.
32. **REPRESENTATIONS BY LESSOR.** At the commencement of the term of this Lease, Lessee shall accept the building, improvements and any equipment in their existing condition and state of repair; and Lessee acknowledges that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto, except as may be contained in the provisions of this Lease.
33. **SUCCESSORS.** Except in herein provided, this Lease and the covenants and conditions herein contained shall inure to the benefit of the binding upon Lessor, and Lessor's successors and assigns, and shall inure to the benefit of Lessee and only such assignees of Lessee consented to by Lessor pursuant to this Agreement. In the event more than one

person, firm or corporation is named herein as Lessee, the liability of all parties shall be joint and several.

The liability of Lessor and Lessor's successors and assigns under this lease shall at all times be limited solely to Lessor's interest in the land and improvements comprising the Premises; and in the event the owner of Lessor's interest in this Lease is at any time a partnership, joint venture or unincorporated association, lessee agrees that the members or partners of such partnership, joint venture or unincorporated association shall not be personally or individually liable or responsible for the performance of any or Lessor's obligations hereunder.

34. GENERAL PROVISIONS.

a. Governing Law: Venue. This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties agree that the appropriate venue for any lawsuit involving issues arising from this Agreement shall be Manatee County, Florida.

b. Notices. All notices provided for by this Agreement shall be made in writing either: (i) by the actual delivery of the notice into the hands of the party/parties so entitled, or (ii) by the mailing of the notice in the United States mail by registered or certified mail, return receipt requested to the following addresses:

If to Lessor: Trailer Estates Park and Recreation District
1903 69th Avenue West
Bradenton, Fl. 34207

If to Lessee: Innovation Marine Corporation
8011 15th Street East
Sarasota, Fl 34243-2713

c. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

d. Waiver of Default. No waiver by Lessor of any breach by Lessee of any of the terms, covenants, conditions or stipulations hereof shall be taken as, or construed to be, a waiver of any other or succeeding breach of the same or any other term, covenant, condition or stipulation hereof.

- e. Time of the Essence. It is understood and agreed by the parties hereto that time is of the essence of each and every term, covenant, obligation, and this Agreement.
 - f. Attorneys' Fees. If Lessor or Lessee becomes a party to any litigation or legal action (arbitration, bankruptcy, appellate and administrative actions or proceedings included) concerning, involving or arising out of this Lease, any of its terms or provisions, or any rights, obligations or remedies hereunder, including, but not limited to, actions for declaratory judgment or actions brought by or against third parties, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees and paralegal's fees both at trial and on appeal, from the non-prevailing party.
35. RADON GAS. Notice to Lessee: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
36. PUBLIC RECORDS. Lessee must comply with public records law:
- 1. Keep and maintain public records required by the public agency to perform the service.
 - 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the Lessee does not transfer the records to the public agency.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TRAILER ESTATES PARK AND RECREATION DISTRICT

POST OFFICE BOX 6298
BRADENTON, FLORIDA 34281-6298
ATTENTION: TJ MILLER, CUSTODIAN OF PUBLIC

RECORDS

Phone: (941) 756-7177

37. **E-VERIFY.** The Lessee shall comply with the requirements of Section 448.095, Florida Statutes. Further, if Lessee utilizes a subcontractor or sublessee, the Lessee shall require the subcontractor or sublessee to comply with the requirements of Section 448.095, Florida Statutes.
38. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, which may not be changed or modified except by instrument in writing executed by Lessor and Lessee. Any other attempted modification shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the
15th day of JUNE, 2021.

WITNESSES:

Duane Trotter
Print Name DUANE TROTTER

TJ Miller
Print Name TJ Miller

WITNESSES:

Duane Trotter
Print Name DUANE TROTTER

TJ Miller
Print Name TJ Miller

LESSOR

TRAILER ESTATES PARK AND
RECREATION DISTRICT

By: Mary Chandler
Print Name Mary Chandler
Title Treasurer

LESSEE

Innovation Marine Corporation
8011 15th Street East
Sarasota, Florida 34243-2713

By: Rick LaMore Jr.
Print Name: Rick LaMore Jr.
Title: President

FIRST AMENDMENT TO THE LEASE AGREEMENT

This is the First Amendment to the Lease Agreement dated June 1, 2021, made by and between Trailer Estates Park and Recreation District (hereinafter "Lessor") and Rick LaMore, Jr. (d/b/a Innovation Marine Corporation) (hereinafter "Lessee"). The effective date of this amendment is December 1, 2022.

NOW THEREFORE, the Lessor and the Lessee hereby agree as follows:

1. The Lease Agreement made dated June 1, 2021, made by and between the Lessor and Lessee ("2021 Lease") is hereby amended as follows:

- A. Section 1 is hereby amended to read as follows:

PREMISES. For and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Lessee and for other valuable consideration, Lessor does hereby demise and lease unto, Lessee, and Lessee does hereby hire and let from Lessor, the following described property situate in Manatee County, Florida:

"Those certain premises lying, being and situated at 2303 Pennsylvania Avenue, Bradenton, Florida (as shown on the attached aerial), together with the buildings, ramp, storage area within the existing fenced area, and the use of approximately one hundred seven feet of sea wall located on the West Side of the ramp to the property line of Trailer Estates for two boat slips and the use of approximately eighty-eight (88) feet of sea wall on the East side of the ramp for staging of boats (See Attachment "A").

- B. Section 2 is hereby amended to read in its entirety as follows:

TERM. The premises shall be leased for a period of six (6) years, beginning June 1, 2021 (the "Commencement Date") and terminating on May 31, 2027.

- C. The first Paragraph of Section 3 is hereby amended to read in its entirety as follows:

USE. The Parties agrees that the Premises and the grounds shall be used exclusively for boat repair, boat motor repair, boat and trailer storage, sale and/or rental of boats and boat motors, bait and marine products sales, and full-service maintenance of boats and boat motors. Lessee may lease boat

slips as identified in Attachment " A", as Slip A and Slip B, and retain all revenue therefrom. All other slip space in the Marina shall be exclusively leased by Lessor. Lessee shall make no immoral, offensive or illegal use of the Premises or suffer anything to be done which shall or may be a nuisance to Lessor or the community; or do anything thereon deemed extra-hazardous or which would cause insurance rates to increase, or use any advertising medium, that may constitute a nuisance or in a manner to be heard outside the leased Premises or do any act tending to injure the reputation of the leased Premises.

The remainder of Section 3 remains in full effect.

- D. Section 18, Paragraph F is hereby amended to read in its entirety as follows:

F. Except as specifically provided for in Section 3, Lessee shall assign this Lease or sublet any part of the Premises in violation of Paragraph 20 of this Lease.

- E. Section 20 is hereby amended to read in its entirety as follows:

20. Assignment. Except as specifically provided in Section 3, Lessee may not assign this Lease or sublet any part of or permit anyone else to use or occupy the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor ' s sole discretion. Any attempted assignment or sublease without such consent shall be void and shall constitute a default under paragraph 19 of this Lease. Any transfer, encumbrance or, if applicable, other disposition of the stock of Lessee, without the prior written consent of Lessor, shall be deemed an unauthorized assignment of this Lease.

2. Except as amended herein, the remaining provisions of the 2021 Lease is hereby restated and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the 14th of November, 2022.

[Remainder of Page Left Blank
Intentionally] [Signature page follows]

Witness:

TJ Miller

Print

Name: *TJ Miller*

Witness:

David S. Jones

LESSOR

Trailer Estates Park & Recreation
District
1903 69th Avenue West
Bradenton, Florida, 34207

By:

Deanne Foster

LESSEE

Innovation Marine Corporation
8011 15th Street East
Sarasota, Florida 34240-2713

By:

Paul H. [Signature]



tes: Red Area - Innovation Marine Corporation
Green Area - Boat Slips A and B



Attachment "A"

Manatee
Zon
Staff Rep
Map Prepare
1 inch = 4

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Establish Major Repairs Budget Line Item

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): Discuss establishing
a Major Repairs line item in the FY 2026-2027 budget for significant

repairs, such as a failed A/C unit or a major leak at the pool. Fund the

line item by transferring \$25,000 from Contribution to Reserves.

The transfer reallocates the current year's contribution, leaving it at \$0.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Transfer \$25,000 from Contribution to Reserves to Major Repairs.

Reserves contribution: \$0; Major Repairs: \$25,000; total budget unchanged.

Attachments: **(Please attach any diagrams or pertinent information concerning this**

Agenda Item. Please list the attachments.)

Major Repairs Board Agenda Memo; FY 2026-2027 budget worksheet.

Trustee Treasurer Neal

Date Submitted October 5, 2026

Chairman/Designee

Office Manager/Designee: Date Posted Initials

TRAILER ESTATES PARK AND RECREATION DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Lee Morris, Park Manager
DATE: October 5, 2026
SUBJECT: Establish Major Repairs Budget Line Item

AGENDA ITEM

Establish a new Major Repairs line item in the Fiscal Year 2026-2027 budget and fund it by transferring \$25,000 from Contribution to Reserves as discussed in a previous workshop.

BACKGROUND

The current budget year runs from October 1, 2026, through September 30, 2027. The attached budget includes \$25,000 under "CONTRIB TO RESERVES" and does not include a separate Major Repairs line item.

ANALYSIS

The Major Repairs line item will fund significant repairs that arise during the year, such as replacing a failed air conditioning unit or repairing a major leak at the pool. A separate line item will allow the District to budget for and track these expenses separately from routine maintenance. The proposed transfer reallocates the current year's budgeted contribution to reserves to this purpose.

COST / BUDGET IMPACT

Transfer \$25,000 from Contribution to Reserves to Major Repairs. Contribution to Reserves will decrease from \$25,000 to \$0, and Major Repairs will be funded at \$25,000. Total budgeted expenditures and assessments will remain unchanged. The transfer uses the current year's budget allocation and does not withdraw existing reserve balances.

RECOMMENDATION

Approve the creation of the Major Repairs budget line item and the \$25,000 transfer from Contribution to Reserves for Fiscal Year 2026-2027.

ATTACHMENTS

Fiscal Year 2026-2027 Adopted Budget

**Trailer Estates Park & Recreation District
1903 69th Ave West Bradenton, FL 34207**

**2026-2027 Adopted Budget & Assessment
Operating & Maintenance Budget includes TV/Internet and Curbside Trash Pickup
October 1, 2026 - September 30, 2027**

INCOME				2026-2027 Adopted	2025-2026 Adopted
	Amount		LOTS		
ASSESSMENT	\$ 1,512.00		1479	\$ 2,236,248	\$ 2,137,917
Early Payment Discounts	3.75%			\$ (83,859)	\$ (80,172)
Uniform Collection Fee	3.00%			\$ (67,087)	\$ (64,138)
NET OPERATING ASSESSMENT INCOME				\$ 2,085,301	\$ 1,993,608
INCOME FROM OFFICE FUNCTIONS				\$ 59,000	\$ 45,000
INCOME FROM MARINA SLIPS				\$ 107,500	\$ 112,569
INCOME FROM STORAGE LOT RENTALS				\$ 125,091	\$ 100,491
INCOME FROM FACILITY LEASES				\$ 63,000	\$ 61,950
INCOME FROM RECREATION/HEALTH WELFARE				\$ 23,000	\$ 23,000
TOTAL INCOME				\$ 2,462,892	\$ 2,336,618

EXPENDITURES	Per Month	% of Budget	2026-2027 Adopted	2025-2026 Adopted
CABLE TV / INTERNET	\$ 36.54	29.0%	\$ 714,306	\$ 693,501
PAYROLL EXPENSE	\$ 34.65	27.5%	\$ 677,361	\$ 696,329
INSURANCE	\$ 8.19	6.5%	\$ 160,000	\$ 175,000
TRASH REMOVAL	\$ 14.53	11.5%	\$ 284,000	\$ 172,538
UTILITIES	\$ 6.73	5.3%	\$ 131,615	\$ 124,165
MAINTENANCE	\$ 7.66	6.1%	\$ 149,788	\$ 127,758
OFFICE EXPENSE/ACCTG	\$ 5.09	4.0%	\$ 99,520	\$ 99,520
LEGAL EXPENSE	\$ 2.41	1.9%	\$ 47,174	\$ 47,174
RECREATION (Seasonal)	\$ 1.79	1.4%	\$ 35,000	\$ 30,000
RECREATION (Summer)	\$ 0.67	0.5%	\$ 13,000	\$ 13,000
TECHNOLOGY	\$ 1.10	0.9%	\$ 21,454	\$ 16,741
HEALTH & WELFARE	\$ 0.23	0.2%	\$ 4,500	\$ 4,500
CAPITAL EXPENSE	\$ 5.12	4.1%	\$ 100,000	\$ 25,000
CONTRIB TO RESERVES	\$ 0.81	1.0%	\$ 25,000	\$ 50,000
DEBT SVC SPEC MARINA			\$ -	\$ 60,892
CONTINGENCIES	\$ 0.02	0.0%	\$ 174	\$ 500

TOTAL EXPENDITURES	\$ 126.00	100.0%	\$ 2,462,892	\$ 2,336,618
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SPECIAL ASSESSMENT - MARINA	Revenue	\$ 65,481	\$ 65,481
DEBT SVC SP MARINA	Expense	\$ 60,892	\$ 60,892

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Update on Fitness Room Improvements

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Discuss Fitness Room Improvements (Equipment).

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
As listed on Addl. Sheets

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** _____

Layout Diagram

Equipment Ad (1)

Equipment Ad (2)

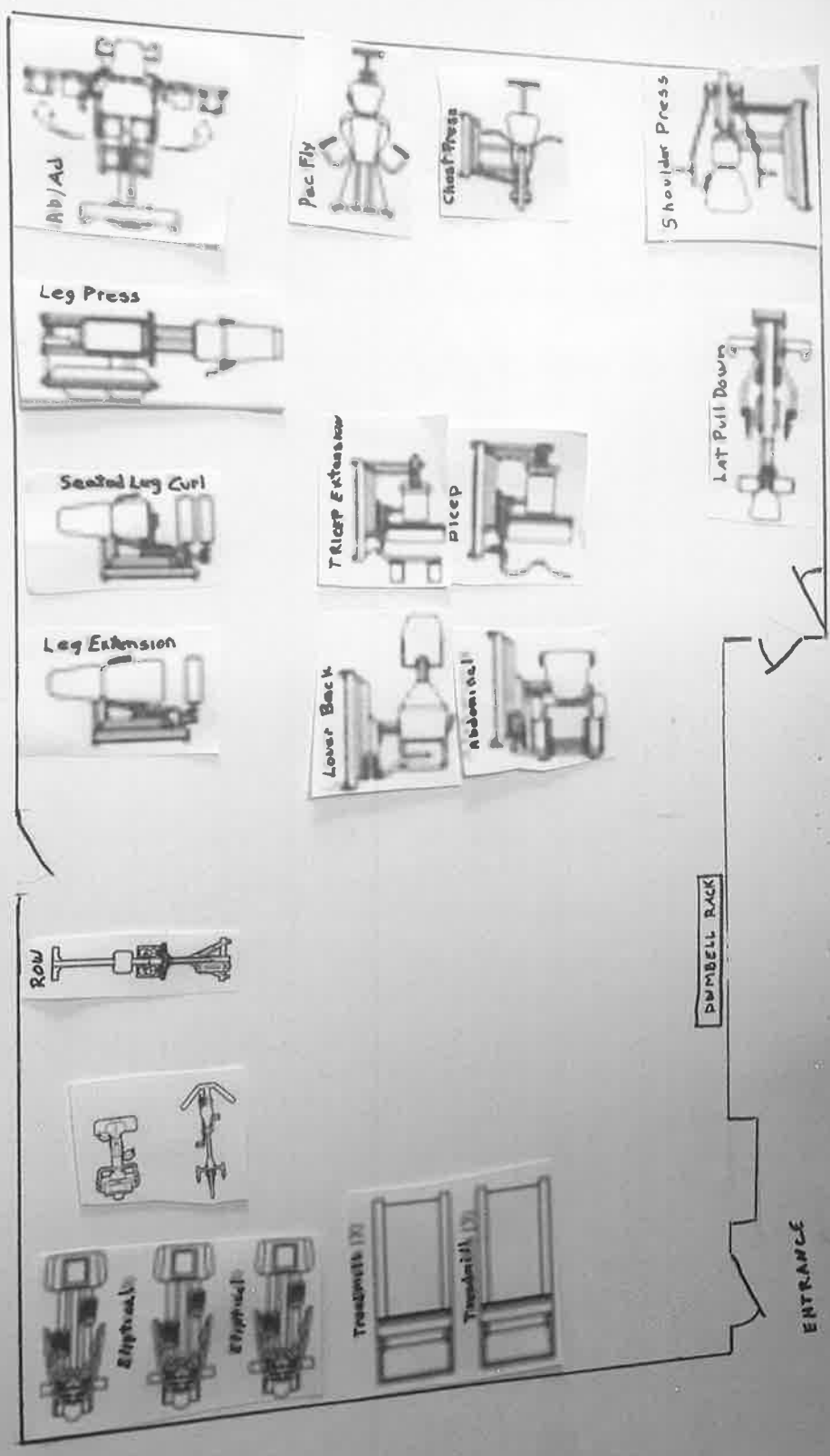
Trustee Trustee Duprey

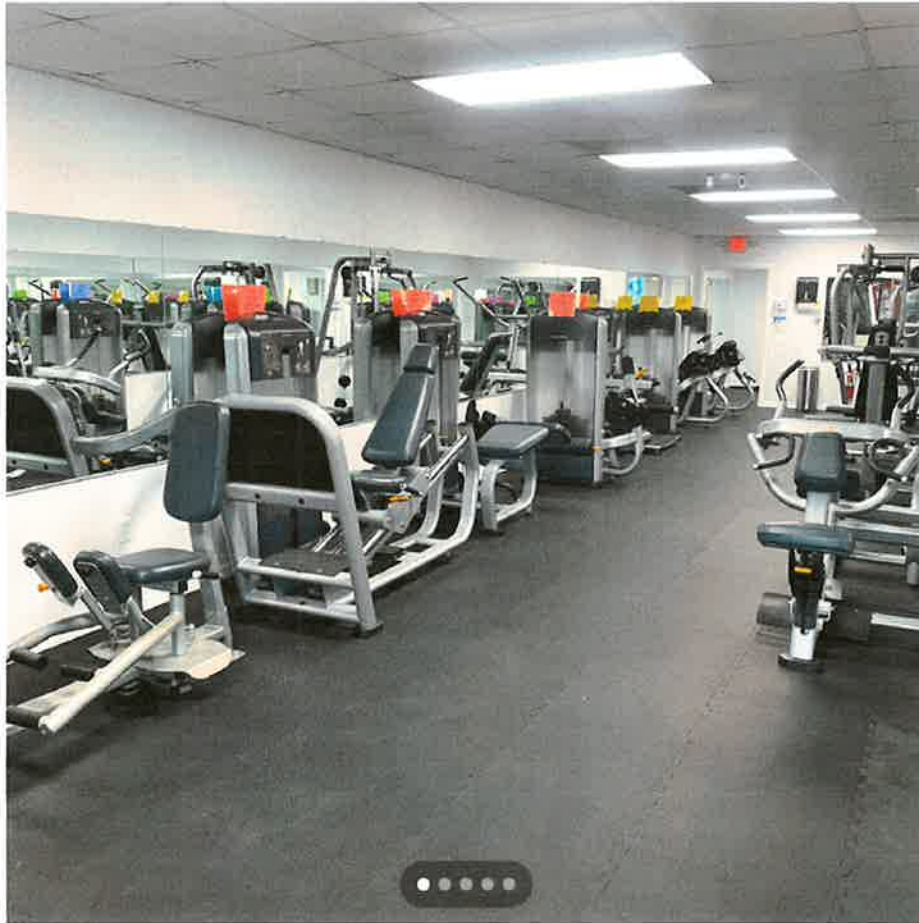
Date Submitted 10/7/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

SHOW





PRECOR 14 single station units.
Complete Package only sale. Price is f...
\$13,000 \$20,000



2



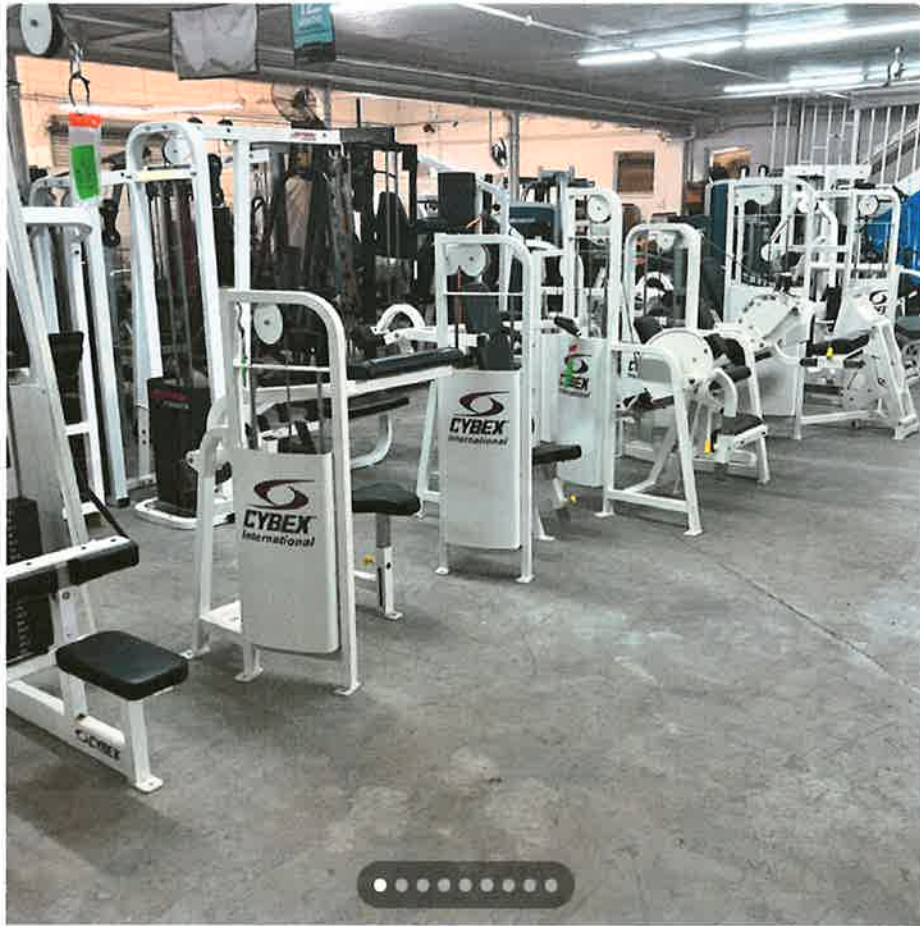
Message seller

Good morning, is this still available?

Send

Description

PRECOR 14 single station units and Treadmill.
Delivery not available. Located in Pasadena/Gulfport.
Price is firm. **See more**



CYBEX strength circuit 10 pieces

\$12,500 \$14,500



2



Message seller

Good morning, is this still available?

Send

Description

8 single station CYBEX units and 2 full commercial LifeFitness elliptical trainers. Delivery and financing available. Stations are 1) Chest press, 2)... [See more](#)

Seller >

[See reviews](#)

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Convalescent Room Equipment Move

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Regardless of what decision is made to occupy the large room, the common first step
is to move the Convalescent Equipment to another space (such as the old Maint Bldg)
so we can start to quote the requirements for moving the Laundry Equipment in.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Staff _____

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** _____

Trustee Trustee Fernandez

Date Submitted 10/6/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Add Background Music at Pool

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings):

Add commercial free music playing in the background at the pool. The Music would be
controlled by the District and a commercial Music streaming service would be used.

Costs/Estimated Costs: (Required if agenda item includes spending district money.)

Monthly/Yearly Streaming Services -Ex. Pandora Business or Amazon Music

Equipment Costs

Attachments: (Please attach any diagrams or pertinent information concerning this
Agenda Item. Please list the attachments.)

Trustee Continuing Recreation Trustee Duprey

Date Submitted 10/6/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Post Office Lease & Postal Operations Discussion

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings):

See attached Memorandum

Costs/Estimated Costs: (Required if agenda item includes spending district money.)

Attachments: (Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)

Memorandum

Trustee Chairman Lombardi

Date Submitted 10/9/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT
MEMORANDUM

TO: Board of Trustees

FROM: Chairman Lombardi

DATE: October 5, 2026

SUBJECT: Post Office Lease Status and Postal Operations

MEETING: October 20, 2026 Workshop

AGENDA ITEM

Review the status of the Post Office lease and discuss the Post Office operation and options for continued postal service to residents.

BACKGROUND

The District leases the eastern and southern portion of the building at 6814 Canada Boulevard to Cottage Investment, Inc., d/b/a Trailer Estates Post Office. The three-year lease began February 1, 2024, and expires January 31, 2027. As of October 5, 2026, the operator has not approached the District regarding renewal.

The District is the lessor; Cottage Investment, Inc. is the lessee and postal operator. The lease requires the premises to be used as a contract postal service station and continued operation throughout the lease term.

ANALYSIS

Counsel's October 2, 2026 memorandum confirms that the lease contains no automatic renewal provision. An extension would require a mutually agreed addendum.

Counsel advises that the District cannot independently establish a USPS post office. Although neither Florida law nor the District's enabling act expressly authorizes a USPS agreement, counsel concludes that the District may have sufficient contractual authority to enter into one if it is reasonably related to and furthers the District's purposes.

Discussion should address the current operator's plans, possible lease renewal, service continuity after January 31, 2027, and alternative operating arrangements. A possible District agreement with USPS would require further review of legal authority, USPS requirements, staffing, costs, and operating responsibilities.

COST / BUDGET IMPACT

No expenditure is proposed for this workshop item. Costs of any future operating arrangement have not been determined.

RECOMMENDATION

Discuss the lease status and Post Office operation, including what information should be obtained from the operator, USPS, and counsel to evaluate continued postal service. Any proposed agreement or expenditure would be brought back for consideration at a future Board meeting.

TRAILER ESTATES PARK AND RECREATION DISTRICT

BOARD AGENDA ITEM FORM

PP 38

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Enforcement Committee Appointments

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Each Trustee appoints one Enforcement Committee member for a term of one year.

This forms a pool of up to 9 members, 5 of which can be seated for a meeting.

These individuals are selected to the Enforcement Committee:

Lynn Nickell, Mike McKinnie, Alan Holbert, Michael Petrelli,

Sherry Frampton, Gary Jordan, David Crabbe, Phyllis Nourie, and Paula Nelson.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** See Attached List

Trustee Chairman Lombardi

Date Submitted 10/12/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

Seat #	Trustee Name	Enforcement Committee Members		Responding Yes/No for Meeting
			Date:	
1	Todd Lombardi	David Crabbe		
2	Mike Duprey	Lynn Nickell		
3	Karon S. Murphy	Mike McKinnie		
4	Mark Woloshyn	Alan Holbert		
5	Lenora Neal	Michael Petrelli		
6	Lori Dalton	Sherry Frampton		
7	Rodney Smith	Phyllis Nourie		
8	Margo Fegley	Gary Jordan		
9	Richard Fernandez	Paula Nelson		
Updated 10/12/2026		Effective 10/20/2026		

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Cathcart Construction Lay-down Lease Proposal - Ten Property Staging Area

For Upcoming Meeting—Date October 20, 2026

Type of Meeting (check one): Workshop ☒ Board Meeting ☐

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

See attached Memorandum

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** _____

Memorandum

Trustee Chairman Lombardi

Date Submitted 10/12/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Chairman Lombardi / Park Manager
DATE: October 20, 2026
SUBJECT: Cathcart Construction / Sewer Project Staging Area (Laydown Lease) Approval

AGENDA ITEM

Approve the temporary laydown yard lease with Cathcart Construction Company - Florida, LLC for the Ten Property, Parcel ID 6498500109, to support Manatee County's Trailer Estates Gravity Sewer Replacement Project.

BACKGROUND

Cathcart proposes using the Ten Property as a nearby staging area for the sewer project. Information linked on the District's homepage describes a new gravity sanitary sewer system, relocation of sewer service for each structure, and abandonment of the existing system. Expected benefits include reduced maintenance and odors, replacement of aging infrastructure and failing septic systems, and environmental protection. The District has no current plans or financing for development of the Ten Property.

ANALYSIS

The lease puts the property to productive temporary use, generates income, and offers proposed improvements that would remain District property. Nearby staging should help the contractor coordinate equipment and materials and move the project along. The initial term is 12 months, with monthly extensions up to 60 months total upon 30 days' written notice. Cathcart may terminate on 30 days' notice when the property is no longer needed. Cathcart must remove equipment and materials and restore the property to as good or better condition, with completed improvements remaining.

COST / BUDGET IMPACT

Rent is \$500 per month (\$6,000 per full year), fixed throughout the term and extensions. Full 60-month occupancy would yield \$30,000 but is not guaranteed. Proposed improvements include fencing valued at no more than \$15,000, a 20-foot by 20-foot turnout, and a sanitary cleanout 20 feet off the main line during Phase 5. Improvements are described over four years and require County approval. Cathcart need not build unapproved improvements; compensation for denied or modified items is to be adjusted by the parties. Cathcart is not responsible for associated permit, application, inspection, impact, or connection fees. We are not requiring a security deposit.

RECOMMENDATION

Approve the lease and authorize Chairman Lombardi to execute same. Cathcart has signed; the District signature is pending. Following Board approval and both signatures, the lease takes effect when Cathcart first mobilizes the parcel.

ATTACHMENTS

Cathcart lease dated October 9, 2026, signed October 12, 2026, including Exhibit A site sketch.



A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Drive, Winter Springs, FL 32708
11738 Currie Ln, Largo, FL 33774
(407) 629-2900

October 9, 2026

Todd Lombardi, Chairman of the Board
Board of Trustees of the Trailer Estates Park and Recreation District
1903 69th Avenue West, Bradenton FL 34207
Bradenton, FL, 34207

RE: Temporary Laydown Yard Lease – Parcel ID - 6498500109, Bradenton, FL, 34207

Dear Mr. Lombardi:

This letter agreement ("Agreement") sets out the terms under which the Board of Trustees of the Trailer Estates Park and Recreation District ("Lessor") leases the above-referenced property ("Property") to Cathcart Construction Company – Florida, LLC ("Lessee") for use as a temporary construction laydown yard supporting Manatee County's Trailer Estates Gravity Sewer Project ("Project").

1. **TERM.** The term begins on [Start Date] and runs for twelve (12) months. Lessee may extend the term in monthly increments, as needed to complete the Project, for a total term not to exceed sixty (60) months. Lessee will provide written notice of any extension at least thirty (30) days before the current term ends.

2. **MONTHLY RENT.** Lessee will pay Lessor \$500.00 per month, payable to the Trailer Estates Park and Recreation District by the 1st day of each month. Rent remains fixed for the entire term, including all extensions. No security deposit is required.

3. **IN-KIND IMPROVEMENTS.** In addition to monthly rent, Lessee will provide the following improvements to Lessor over the course of 4 years:

- a. Fencing at the location shown on Exhibit A, with a value not to exceed \$15,000.00.
- b. One (1) 20-foot by 20-foot turnout at the location shown on Exhibit A.
- c. One (1) sanitary cleanout, installed 20 feet off the main line, constructed during Phase 5 of the Project.



4. MANATEE COUNTY APPROVAL. The improvements in Section 3 are proposed, and their construction is contingent on Manatee County's review and permit approval. The Project is delivered under five (5) separate contracts with Manatee County. Each improvement will be constructed under the Project phase that Cathcart and Trailer Estates agree, except that the cleanout will be constructed in Phase 5. Lessee has no obligation to construct any improvement that Manatee County does not approve. If Manatee County denies or modifies an improvement, the remaining terms of this Agreement stay in full effect and compensation for that item will be adjusted by parties.

5. PERMIT FEES. Lessee is not responsible for any permit, application, inspection, impact, or connection fees associated with the improvements in Section 3.

6. TOTAL COMPENSATION. The monthly rent in Section 2 and the improvements in Section 3 are Lessor's full and complete compensation for the entire term, including all extensions. No other rent, fees, or charges are owed.

7. RESTORATION. When its use ends, Lessee will remove all equipment and materials and restore the Property to "as good or better" condition. The improvements in Section 3 are excluded from this obligation and become the property of Lessor upon completion.

8. TERMINATION. Lessee may end this Agreement on thirty (30) days' written notice once the Property is no longer needed for the Project. Rent will be prorated through the final day of occupancy.

9. EFFECTIVE DATE. After being approved by Lessor's Board of Trustees and signature by both parties this agreement will take effect on the first day Cathcart Construction Mobilizes to the Specified parcel. It is governed by Florida law and may be amended only in writing signed by both parties.

Sincerely,

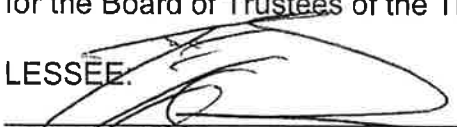
Matt Blanton
President
Cathcart Construction Company – Florida, LLC

LESSOR:

Todd Lombardi, Chairman of the Board,
for the Board of Trustees of the Trailer Estates Park and Recreation District

Date

LESSEE:



Matt Blanton, President, for Cathcart Construction
Company – Florida, LLC

10.12.24
Date



Exhibit A – Site sketch showing the Property boundary, fence line, turnout, and cleanout location

