



Downtown Façade and Building Stabilization Program

APPLICATION

Subject Property Information:

Project Address: 20-28 South Orange Avenue
Orlando, FL 32801

CRA Planning Area: ☒ CBD ☐ Eola ☐ Parramore Heritage ☐ Uptown

Project Type: ☒ Façade Improvements ☐ Building Stabilization Improvements

Parcel ID Number(s): 26.22-29-7996-00-030

City Zoning: 1800- Multi Story Office AC-3A/T/HP

Applicant:

Name: Theodore D. Estes.

Business Name: Divine: Estes, P.A.

Mailing Address: 24 S. Orange Ave.
Orlando, FL 32801

Phone Number: 407-426-9500 Fax Number: 407-426-8030

Email Address: tdestes@divineestes.com

Property Owner (if different than Applicant):

Name: Divest Capital, L.C.

Mailing Address: 24 S. Orange Ave.
Orlando, FL 32801

Phone Number: 407-426-9500 Fax Number: 407-426-8030

Email Address: tdestes@divinvestes.com



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Project Type: ☒ Façade Improvements ☐ Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-7996-00-030

City Zoning: _____

Applicant:

Name: Russell W. Divine

Business Name: Divine & Estes PA

Mailing Address: 24 S. Orange Ave.
Orlando, FL 32801

Phone Number: 407-426-9500 Fax Number: 407-426-8030

Email Address: rwdivine@divineestes.com &
yesuits@divineestes.com

Property Owner (if different than Applicant):

Name: Divest Capital, LLC

Mailing Address: 24 S. Orange Ave.
Orlando, FL 32801

Phone Number: 407-426-9500 Fax Number: 407-426-8030

Email Address: rwdivine@divineestes.com @
yesuits@divineestes.com



Downtown Façade and Building Stabilization Program

PROJECT DESCRIPTION:

- Construct a new, era appropriate, awning
the full length of the building.
 - Repair and paint brick, as needed.
 - Install new light fixture
-
-
-
-
-
-

TOTAL PROJECT COST

\$ 50,235.00

APPLICANT'S FUNDING

\$ 30,235.00

TOTAL PROGRAM FUNDING REQUESTED

\$ 20,000.00



Downtown Façade and Building Stabilization Program

APPLICATION SIGNATURE

The Applicant, Theodore D. Estes, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.

Applicant Signature: _____ Date: 9/10/13

Theodore D. Estes, V.P.

Property Owner Signature: _____ Date: 9/10/13

Theodore D. Estes, Managing Member



Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Theodore D. Estes, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

20-28 S. Orange Ave., Orlando, FL 32801 (Address)

Lots 3-4, T.W. Shine's Subdivision of Lot 1, Block 37, Reids Addition to Orlando, P.B.A. Pg. 76, Orange County, FL. (Legal Description)

That Divine & Estes, P.A. (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated 9/10/2013.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

I

Signature of Affiant Theodore D. Estes

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

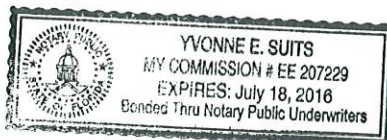
COUNTY OF Orange

Sworn to and Subscribed before me this 10th day of September, 20 13, by Theodore D. Estes, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced _____, as identification.

Notary Public Yvonne E. Suits

My Commission Expires: _____

[NOTARY STAMP]



*as Managing Member
of Divers Capital, LLC*



Downtown Façade and Building Stabilization Program

APPLICATION SIGNATURE

The Applicant, Russell W. Divine, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

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By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.

Applicant Signature: Russell W. Divine, President Date: 5/30/14

Property Owner Signature: Russell W. Divine, Managing Member Date: 5/30/14



Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Russell W. Divine, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

20-28 S. Orange Ave., Orlando, FL 32801 (Address)

Lots 3-4, TW Shinn Subdivision of Lot 1, Block 37, Rids Addition to Orlando P.B.A. Pg 76, Orange County, FL (Legal Description)

That Divine & Ester, P.A. (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated 9/10/2013.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAYETH NOT.

Signature of Affiant Russell W. Divine

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

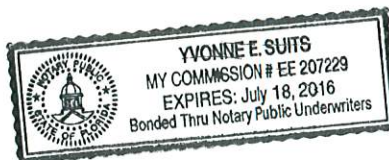
COUNTY OF Orange

Sworn to and Subscribed before me this 30 day of May, 20 14, by Russell W. Divine, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced _____, as identification.

Notary Public

My Commission Expires: _____

[NOTARY STAMP]



CITY OF ORLANDO

Mercedes Blanca <mercedes.blanca@cityoforlando.net>

Background Check - Divine & Estes

Mercedes Blanca <Mercedes.Blanca@downtownorlando.com>

Thu, Sep 25, 2014 at 3:36 PM

To: John Kinloch <john.kinloch@cityoforlando.net>

Hi John,

Could you please run a background check on the two individuals below? As a heads up, you will probably be working through Yvonne Suits, an office manager at the law firm that these gentlemen own. Attached are the forms giving us permission to run the checks.

Theodore D. Estes
Russell W. Divine

Divine & Estes, P.A. - 407.426.9500

Thanks,
Mercedes



Mercedes Blanca, Economic Development Coordinator
Downtown Development Board/Community Redevelopment Agency
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801
p: 407.246.3625
f: 407.246.3359
downtownorlando.com

Follow us!**@DWNTWN_ORLANDO**

facebook.com/DowntownOrlando

@ProjectDTO

facebook.com/ProjectDTO

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records.

If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

**Divine and Estes PA Background Check Forms.pdf**

706K

John Kinloch, Employment Supervisor <john.kinloch@cityoforlando.net>

Mon, Sep 29, 2014 at 12:29 PM

To: Mercedes Blanca <Mercedes.Blanca@downtownorlando.com>

Mercedes

Please be advised both applicants, Divine and Estes, passed their background checks.

Let me know if you have any questions.

John G. Kinloch, PHR, Employment Supervisor
Human Resources
City of Orlando
400 So. Orange Ave., 1st Fl
Orlando, FL 32801
p 407.246.2067
f 407.246.2019

[Quoted text hidden]

[Quoted text hidden]

Mercedes Blanca <Mercedes.Blanca@downtownorlando.com>

Mon, Sep 29, 2014 at 1:56 PM

To: "John Kinloch, Employment Supervisor" <john.kinloch@cityoforlando.net>

Thanks!

[Quoted text hidden]





CITY OF ORLANDO

MAJOR CERTIFICATE OF APPROPRIATENESS

CASE #: HPB2014-00127
SITE ADDRESS: 20 S Orange Ave
HISTORIC DISTRICT: Downtown
APPLICANT: THEODORE D. ESTES
24 S ORANGE AVE
ORLANDO, FL 32801

OWNER: DIVEST CAPITAL LC
24 S ORANGE AVENUE
ORLANDO, FL 32801

The Orlando Historic Preservation Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

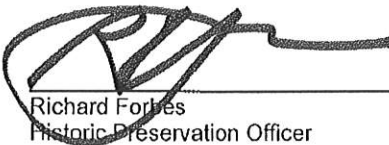
Request to construct a new era appropriate awning the full length of the building. Approved with the following conditions:

1. All changes to this proposal shall be reviewed and approved by HPB Minor Review Committee prior to permitting.
2. Install canopy at a height so that the existing details above the existing fabric awning are not disturbed.
3. Use the same attachment location for the support struts that remain from the historic canopy.
4. Proposed fans, lighting and final colors of canopy fascia, roof and bead-board shall be reviewed and approved by HPB Minor Review Committee prior to permitting.

This Certificate of Appropriateness does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appropriateness executed September 09, 2014, for and relative to the above referenced historic site.

This Certificate of Appropriateness will expire one year from date of issuance.



Richard Forbes
Historic Preservation Officer



HISTORIC PRESERVATION BOARD

MINUTES ❖ FEBRUARY 6, 2013

MEETING INFORMATION

Location

City Council Chambers

2nd Floor, City Hall

One City Commons

400 South Orange Avenue

Time

4:00 p.m.

Members Present

Emily Weidner, Chairperson

Earl Crittenden, Vice Chairperson

Margaret Brock

Sean Lackey

Kim Sachse

Jeffrey Thompson

Harold Warren

Dena Wild

Members Absent

Patrick Skiffington

Staff Members

Richard Forbes

Jason Burton

Kyle Shephard

Ed Petersen

OPENING SESSION

- Emily Weidner, Chairperson, called the meeting to order at 4:03 p.m.
- Determination of a quorum. Pledge of Allegiance. Introduction of Board members and staff.
- Consideration of the January 2, 2013 minutes.

CONSIDERATION OF JANUARY 2, 2013 MINUTES

Jeffrey Thompson MOVED to approve the Minutes of the January 2, 2013 meeting. Earl Crittenden SECONDED the motion, which was voted upon and PASSED by unanimous voice vote.

REGULAR AGENDA

1. HPB2012-00207, 20-28 S. Orange Ave.

Applicant: Theodore D. Estes, 24 S. Orange Ave., Orlando, FL 32801

Owner: Divest Capital, LC, 24 S. Orange Ave., Orlando, FL 32801

District: Downtown Historic District (Commission District 5)

A request for approval of Certificate of Appropriateness to construct a new metal and wood canopy the full length of the building.

Recommended Action: Approval of the request, subject to staff conditions of approval as follows:

1. All changes to this proposal shall be reviewed and approved by HPB Minor Review Committee prior to permitting.
2. Install canopy at a height so that the existing details above the existing fabric awning are not disturbed.
3. Use the same attachment location for the support struts that remain from the historic canopy.
4. Proposed fans, lighting and final colors of canopy fascia, roof and bead-board shall be reviewed and approved by HPB Minor Review Committee prior to permitting.

Richard Forbes, Historic Preservation Officer, identified the subject property using PowerPoint and gave an overview of the proposed project, a marquee-style hard canopy to be installed across the full length of the building. He gave the history of the building, which was constructed in 1888, and used images of the site plan, Sanborn Maps, and elevations.

Harold Warren asked Mr. Forbes to compare the height of the proposed canopy to the proposed canopy of the building to the south at the corner of Pine St. and Orange Ave., which had also come before the Board recently. Mr. Forbes said they would not be exactly the same height, and that historically, canopy heights went up and down along the street. Jeffrey Thompson asked if

Revised 2/11/2013

the façade on the right-hand side of the building was original. Mr. Forbes said it was similar, but there were renovations in the 1980s. Mr. Thompson also asked about the left-hand side façade, and Mr. Forbes explained that he was unable to locate any photographs of what the building looked like in time between the 1920s and the 1980s. He did note that there was a similar coral rock material on another downtown building.

Russ Divine, 2108 Alameda Ave., Orlando, FL 32804, appeared in support of the request as a representative of the applicant. Jeffrey Thompson asked if he would be leaving the coral rock façade in place, or if any further improvement was being proposed. Mr. Divine noted that his contractors were unsure of what was underneath the façade or how it was fastened, and that any potential improvements might not be worth the additional cost. He stated that the canopy would lessen the appearance of the rock façade.

Board discussion ensued, and several of the members stated that the canopy would be a welcome addition.

Jeffrey Thompson MOVED to APPROVE the request subject to the staff conditions. Earl Crittenden SECONDED the motion, which was VOTED upon and PASSED by unanimous voice vote.

OTHER BUSINESS

- Report on Minor Reviews (January 2013) by Richard Forbes.
- Discussion about scheduling a Publications Committee meeting to choose the 2014 HPB Calendar subject.
- Announcement that the 2013 Awards/Centennial Plaques will be at the May 6, 2013 City Council meeting. Call for submissions.
- Announcement that the Florida Trust for Historic Preservation annual conference would be taking place in St. Augustine in May.
- New Board member Dena Wild introduced herself.

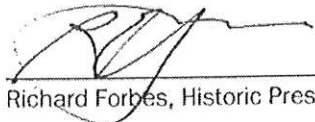
ADJOURNMENT

Emily Weidner, Chairperson, adjourned the meeting at 4:30 p.m.

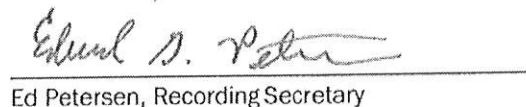
STAFF PRESENT

Richard Forbes, Historic Preservation Officer
Jason Burton, City Planning
Kyle Shepherd, Assistant City Attorney

Myra Monreal, Economic Development
Ed Petersen, Recording Secretary



Richard Forbes, Historic Preservation Officer



Ed Petersen, Recording Secretary



PROPOSAL

PROPOSAL SUBMITTED TO:	
Divine and Estes 24 South Orange Avenue Orlando, FL 32802 Phone: 407-426-9500	Facade Restorations Attention: Ted Estes tdestes@divineestes.com

Scope and Description of Work:

Restore façade elements as needed, to include:

- remove and haul existing break metal "header"
- furnish and install new brick ledger
- furnish and install new brick facing at storefront header
- paint new and old brick areas to achieve contiguous palette at façade
- remove and replace soffit area to match new canopy (tongue and groove lumber)
- furnish and install new light fixture
- abandon old valve housing

Furnish and install new awning on the front of the bldg. 6' off the face of the bldg. 60 l.f. long, to include:

- structural main frame
- internal nailers and framing
- hardie siding on the fascia
- cypress wood on the ceiling
- metal roof system
- threaded rod and coupler's to tie back to the building from the new awning
- electrical work / can lights under the awning
- painting of the awning

Total **\$49,015.00**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

\$49,015.00

Forty Nine Thousand Fifteen Dollars & 00/100

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

ACCEPTANCE DATE: _____

SIGNATURE: _____

Darren McCaffery Stucco & Construction
5837 Jack Brack Rd.
St. Cloud, FL 34771
Ph: 407-891-9641
Fax: 407-891-7625

Proposal For The Brick Restoration And Custom Awning

Attn: Ted Estes
Divine and Estes
24 S. Orange Ave
Orlando, FL 32802

Re: Store Front Restoration
24 S. Orange Ave
Orlando, FL 32802

Demo old awning and damaged bricks
Set and grout new bricks on the store front
Build new custom canopy
New canopy to have metal roof, stucco fascia and T&G soffit with lighting
We will install owner provided paint colors

Total: \$57,950.00

DMSC,



Sayer Construction

9/10/2013

Divine & Estes
24 S. Orange Ave
Orlando, FL 32802
407-426-9500

RE: New Canopy & Brick Repair

Attn: Ted Estes

Furnish labor and materials for the following below items:

- remove old awning off the building
- remove damaged bricks as needed
- install new bricks to match existing style as best as possible
- paint bricks
- remove and replace exterior lighting
- build and install new canopy 60 feet long
- new canopy to have metal roof and wood underside
- paint the new canopy
- install new exterior lights on the canopy

\$63,256.00

Thank you for the opportunity to quote your project. We look forward to hearing from you.

Sincerely,



Nick Sayer
Sayer Construction

12512 Sullivan Rd. Clermont, FL 34715
321-231-2730-Tel

List of Contractors/Vendors

1) McCartney & Company, Inc. – General Contractor

LEASE AGREEMENT

THIS LEASE (hereinafter referred to as the "Lease") made and entered into this 30th day of November, 1998 by and between DIVEST CAPITAL, L.C., a Florida limited liability company, whose address is 28 West Central Boulevard, Suite 260, Orlando, Florida 32801 (hereinafter "Landlord") and DIVINE & ESTES, P.A., a Florida professional association, whose address is 28 West central Boulevard, Suite 260, Orlando, Florida 32801 (hereinafter "Tenant").

For Ten Dollars (\$10.00) and other valuable consideration as herein set forth, the parties agree as follows:

ARTICLE I THE LEASED PREMISES

1.1 The Leased Premises. The Landlord hereby leases to Tenant and Tenant hereby rents from Landlord approximately 3000 square feet of space on the second floor of that certain building located at 24 South Orange Avenue, Orlando, Florida and more fully described in Exhibit "A" attached hereto (hereinafter referred to as "The Leased Premises")

1.2 Term. The term of this lease shall be for a period of seven years, the commencement date for this lease being January 1, 1999, and the termination date shall be December 31, 2005. Tenant shall be entitled to possession of the premises from the commencement date and shall deliver possession to the Landlord not later than 11:59 p.m. on the termination date, unless otherwise provided for in writing.

ARTICLE II: RENT AND OTHER CHARGES

2.1 Base Rent. As base rental for the use and occupancy of the premises Tenant shall pay the Landlord according to the terms set forth herein the sum of THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$36,000.00) per year payable in equal monthly installments, the first

installment being payable upon the execution of this lease and the remaining installments payable in advance on the first day of each and every month during the said term at the office of Landlord, or such other place as the Landlord may hereinafter designate in writing.

2.2 Utility Charges: Tenant shall pay promptly when same become due and payable all water, sewer, and utility charges such as electricity, gas, etc., and any other utility supplied to the leased premises. Tenant shall apply to have said utilities transferred in its name, pay all security deposits and any other fees charged to transfer the utilities to the leased premises, and agrees to indemnify and hold Landlord harmless for any amounts due and owing for said utility charges.

If Tenant requires additional utilities, or extra capacity requiring installation of equipment, or renovations to the premises, Tenant must obtain permission from the Landlord in writing for installation and improvements. Should permission be given, Tenant shall pay for the installation of said equipment and any improvements.

Notwithstanding anything else contained in this Lease to the contrary, Landlord shall have the right at any time to obtain access for one or more utilities, including without limitation, any heating, ventilating, air conditioning, and/or lighting systems, for repairs or installation on the premises. Landlord will have no liability to Tenant for disruption of any utility services as a result of access and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rents or other charges.

2.3 Security Deposit: No Security Deposit shall be required hereunder

ARTICLE III USE OF THE LEASED PREMISES

3.1 Use of Leased Premises: Tenant agrees to use leased premises for a law office and title company.

3.2 Signs: Tenant agrees that Landlord may erect and maintain such suitable signs in its sole discretion to promote the sale or lease of said premises. Tenant shall not place any advertising, erect any signs, or decoration lettering, etc. or any kind whatsoever on the exterior of

the premises, without the express written permission and consent of the Landlord. In the event that permission is granted, Tenant agrees that it will conform to all Federal, State, and Local ordinances as to the posting of said advertising.

3.3 Unlawful or Dangerous Activity: Tenant shall neither use or occupy the demises premises or any part thereof for any unlawful, immoral, disreputable, or extra hazardous purpose.

Use of the leased premises or improvements thereon shall not be used in any manner which will violate any laws, ordinances, regulations, or ordinances of the United States, State of Florida, County and/or City where the leased premises are located. Tenant shall comply with all such laws, ordinances, and regulations or orders now in effect or hereinafter enacted or past during the term of this lease. As to advertising and signs, Tenant agrees to comply with all laws, including but not limited to zoning ordinances, building codes, and fire codes, and shall make all additions and alterations, at Tenants own cost and expense, to the leased premises, and upon Landlord's written consent, as ordered and required by such authorities.

ARTICLE IV INSURANCE

4.1 Tenant's Insurance: Tenant shall obtain and provide at its own cost and expense on or before the occupation of the premises and keep and enforced at all times thereafter, the following insurance coverage with respect to the leased premises including, but not limited to, buildings, improvements, equipment, demised premises, alterations, additions:

- a. Comprehensive General Liability Insurance on an occurrence basis with a minimum single limit of \$1,000,000.
- b. Workers Compensation Insurance Covering all persons employed, directly or indirectly, in connection with any work performed for Tenant, any repair or alteration authorized by this lease, employees and agents of Tenant with respect to whom death or bodily injury claims could be served against Landlord or Tenant, or as required by the law of the state where the leased premises are located.

4.2 Tenant Reimbursement: Tenant shall reimburse Landlord for its proportionate share (i.e., 37.5%) of the following insurance coverage with respect to the leased premises including, but not limited to, buildings, improvements, equipment, demised premises, alterations, additions:

- a. Casualty Insurance against loss or damage, with such coverages and in such amounts as Landlord may determine in its sole discretion, including, but not limited to lightning, extended coverage, vandalism and malicious mischief, flood, and any other insurance as Landlord may determine, adequate to cover the replacement cost of all real and personal property, equipment, and contents therein.
- b. Personal Injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage in the amount of \$2,000,000/\$1,000,000 and in forms of insurance policies payable to landlord.
- c. Rent loss insurance in an amount equal to all the rent and other sums payable under the lease of the subject premises for a period of 12 months commencing with the date of loss.

4.3 General Requirements: Tenant agrees that all insurance to be provided, other than Worker's Compensation Insurance, shall contain endorsements that such insurance may not be canceled or amended with respect to the Landlord or its assign except upon 30 days prior written notice to Landlord by the insurance company. Tenant shall be solely responsible for the payment of premiums and payment of any loss or deductibles covered by such policies. Tenant shall deliver to Landlord prior to the entering of the premises (or prior to the delivery of equipment on the premise) whichever comes first), either a duplicate, original or a certificate of insurance on all policies secured by Tenant, in compliance with the obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefore. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and the cost of such insurance becomes an additional rent payable in the next installment due.

ARTICLE V
REPAIRS AND MAINTENANCE

5.1 Repairs Maintained by Tenant: Tenant shall make and pay for all repairs and all equipment needed concerning the leased premises, and shall replace anything which is necessary to keep the leased premises in good state of repair and operating order such as, but not limited to, all fixtures, furnishings, and lighting, all air conditioning, ventilating, plumbing, sprinkling, heating and electrical installations, ceiling, inside walls, carpeting and floor surfaces whether located within or without the lease premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition, and repair and in satisfactory condition of cleanness.

5.2 Repairs To Be Made By Landlord: Any repairs to the roof, HVAC systems, plumbing and electrical systems or structure of the building shall be undertaken by the Landlord in its sole discretion and Tenant shall reimburse Landlord for its prorata share (i.e., 37.5%) of the expense of any such repairs within 10 days of being invoiced for same by Landlord.

5.3 Inspection: Landlord, its representatives and agents shall have the right to enter the leased premises at all times upon giving the Tenant a 24 hour notice to view the property. Upon notification that Landlord is showing the house to a perspective buyer, Tenant shall have the premises in a suitable condition for showing the premises.

ARTICLE VI
ADDITIONS AND ALTERATIONS

6.1 Alterations: Tenant shall not alter, renovate, or improve the leased premises unless it obtains written approval from the Landlord which Landlord may withhold at its sole discretion. In the event permission is given, the services provided shall be performed in a good and workmanlike manner in accordance with accepted building practices and applicable laws, including but not limited to, building codes and zoning ordinances, and shall not impair or lessen the value of the leased premises.

All additions or alterations performed shall be the sole responsibility of the Tenant and shall be paid for by Tenant; Landlord has the right to request paid receipts or lien waivers for all work performed. Any work performed and not paid for shall in no way be inferred on the Landlord liability as to a Mechanic's Lien Payment. No interest of the Landlord shall be subject to liens from improvements made by Tenant.

6.2 Liens: Tenant shall inform workers, laborers, materialmen, who perform services, or material for improvements of the leased premises, that they waive their rights to a Mechanic's Lien on said leased premises against Landlord. They shall also be informed that Tenant is contracting the services or merchandise and that the Landlord is not liable. This shall be in accordance with lien prohibited modification under F.S. 713.19. If a Mechanic's Lien is filed, Tenant shall discharge said lien within twenty days after such lien is filed. It is expressly stated, that Landlord or its interest in the property shall not be liable for any work performed, or lien filed, for work contracted by the Tenant. This statement is made pursuant to F.S. 713.10.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION

7.1 Damage or Destruction: If all or any part of the leased premises shall be damaged or destroyed by fire or other casualty, the lease shall continue in full force effect, unless terminated as herein provided, and the Landlord shall repair or rebuilt the leased premises to the condition as initially constructed. Landlord shall not be obligated to initiate such repair or restoration or rebuilding until insurance proceeds are received by Landlord. Rent shall be abated for the period beginning on the date of destruction and ending on the date of issuance of a certificate of occupancy for the restored improvements. The amount of the abatement shall be based on the amount of Tenant's space that is unsuitable for occupancy after the damage. Landlord shall not be liable for any improvements, or personal property of the Tenant on the leased premises. Tenant shall look solely to the insurance proceeds for any personal property it has lost as a result of said casualty. Tenant shall pay any amounts necessary under any insurance policy for replacement or repair.

7.2 Condemnation: If all or any portion of the demised premises shall be taken or condemned by any competent authority for use or purpose, this lease shall continue to be in full force and effect provided that the Landlord provides Tenant, prior to the date on which title vests in the authority, premises of equal or greater value than the leased premises hereunder. The new premises shall conform to the business purposes provided for by this lease. In the event that Landlord cannot provide a similar premises, this lease shall cease and terminate as of the date in which title shall vest in that authority, and any rights reserved hereunder, shall be proportionately paid up to that date.

ARTICLE VIII DEFAULT

8.1 Events of Default: Any of the following shall constitute an event of default under this lease. (a) Failure of the Tenant to pay any rent within ten (10) calendar days following the rent due date, (b) failure of the Tenant to perform any obligation or condition of this lease, (c) the insolvency of Tenant, or Tenant's inability to pay its debts to third parties as such debts become due, (d) the appointment of a receiver to take charge of any of Tenant's assets, or (e) the filing of a petition or other proceeding by or against Tenant under the Bankruptcy Law of the United States or the Insolvency Laws of the State of Florida.

8.1 Rights Upon Default: Upon the occurrence of any event of default other than failure to pay rent or other payments due, Landlord shall give written notice of said default to Tenant, and upon receipt of same, Tenant shall have ten days to cure the complained default. Upon the failure of Tenant to cure any default within the time provided, the Landlord may, at its option declare this agreement in default, terminate this agreement and accelerate all amounts due and owing under the lease and demand the surrender of the premises to Landlord. Upon surrender, Tenant shall remain liable for the amounts due and owing under this lease. If Tenant fails to surrender the premises, after notice, Landlord may proceed with any rights it may have under the law to obtain possession of the premises. Upon said default, Landlord may elect to accelerate this lease, and demand the full

amounts due and payable under same for the full term provided.

Upon Tenant's failure to pay rent or other payment when due as provided under this lease. Landlord may terminate this lease and shall have all rights and remedies as provided under law to obtain possession of the premises, past due amounts, and possession of any security it may have in the premises. Acceptance by Landlord of any partial payment of rent or any payment due under this lease shall not operate as a waiver of any Landlord's rights and remedies.

ARTICLE IX MISCELLANEOUS

9.1 Relationship of the Parties: Nothing contained in this Lease shall be deemed or construed as creating a relationship of principal and agent or partnership or joint venture between the parties hereto. It is understood and agreed that neither the method of computing rents nor any other provisions contained herein or any acts of the parties shall be deemed as creating a relationship between the parties other than that of Landlord and Tenant.

9.2 Indemnity: Tenant during the term this Agreement or of any extension or renewal thereof, Tenant shall indemnify and hold harmless the Landlord, its agents, servants, employees, and guests, from and against any and all claims for demand whether for injuries to persons or loss of life, or damage to property relating to or arising in any manner whatsoever out of the use or occupancy of the leased premises by Tenant, its agents, employees, servants, invitee, licensees, or customers.

9.3 Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease, including the payment of Rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease.

9.4 Assignment of Subletting: Tenant shall not assign or sublet this lease or any interest in any and all part of the leased premises without the prior written consent of the Landlord, which

consent shall be in Landlord's sole and absolute discretion.

9.5 Late Payment: Should Tenant fail to pay, when due any installment of rent or other sum payable to Landlord under the terms of this lease, within ten days thereof, a charge of FIVE PERCENT (5%) of the late payment shall be paid to Landlord by Tenant for the handling of such delinquency.

9.6 Attorneys' Fees: If either party is required to resort to litigation or arbitration for loss suffered or interpretation of this contract or to defend itself under the terms of this lease, the prevailing party shall be awarded attorneys' fees and costs in its favor including any appellate attorneys' fees. The parties agree to waive their right to a jury trial if any litigation is brought hereunder.

9.7 Applicable Law: This lease and the rights and duties of the parties hereunder shall be construed in accordance with the Laws of the State of Florida.

9.8 Non-Waiver Provision: Failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any right or remedies that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions contained herein unless same are expressly waived in writing.

9.9 Entire and Bindings Agreement: This Lease contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this lease or by law.

9.10 Provisions Severable: If any term or provision of this lease or the application thereof to any person or circumstances shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms of this lease, other than those provisions which are deemed invalid or unenforceable, shall not be effected thereby and shall remain valid and enforceable to the fullest extent as permitted by law.


9.11 Notices. Any notice or document required to be delivered hereunder shall be deemed to be delivered if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with or without return receipt requested), addressed to the parties hereto at the respective addresses set forth at the beginning of this agreement or at such other address as either of said parties shall have theretofore specified by written notice delivered in accordance herewith.

9.12. Time of the Essence. Time is of the essence with regard to each provision of this Lease Agreement.

IN WITNESS WHEREOF the undersigned have affixed their hands and seals the date and year first written above.

WITNESSES:


Print Name: KAREN H. GATES


Print Name Sara Brabham

"TENANT"

DIVINE & ESTES, P.A.
a Florida professional association

By: 

RUSSELL W. DIVINE
President

"LANDLORD"

DIVEST CAPITAL, L.C.
a Florida limited liability company

By: 

THEODORE D. ESTES
Managing Member


Print Name: KAREN H. GATES



Print Name: Sara Brabham

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 3 and 4, T. W. SHINES SUBDIVISION OF LOT NO. 1, BLOCK 37 OF REID'S ADDITION TO ORLANDO, according to the plat thereof as recorded in Plat Book "A", Page 76, public records of Orange County, Florida, together with the East one half of vacated alley lying west of and adjacent to Lots 3 and 4, T. W. SHINES SUBDIVISION OF LOT NO. 1, BLOCK 37 OF REID'S ADDITION TO ORLANDO, according to the plat thereof as recorded in Plat Book "A", Page 76, public records of Orange County, Florida,

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement is entered into effective the 31st day of December, 2005, among DIVEST CAPITAL, L.C., a Florida limited liability company ("Landlord") and DIVINE & ESTES, P.A., a Florida professional association ("Tenant").

RECITALS

A. The parties entered into that certain Lease Agreement dated November 30, 1998 with respect to the property described in Exhibit A attached hereto.

B. The lease term under said Lease Agreement expires on December 31, 2005;

C. Tenant has requested, and Landlord has agreed, to renew said Lease and extend the Lease Term to December 31, 2016.

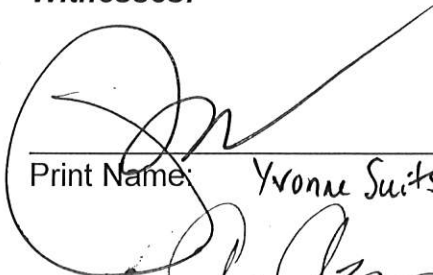
NOW, THEREFORE, the parties amend the Lease as follows:


1. The Lease Term is hereby extended to December 31, 2016.
2. Except as specifically set forth above, all terms and conditions of the Lease Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their authorized agents, have executed this Amendment to Lease Agreement on the date and year set forth above.

Witnesses:



Print Name: Yvonne Suits


Print Name: Asim M. Azam
Date Executed: 10/14/13

Landlord:



DIVEST CAPITAL, L.C.,
a Florida limited liability company

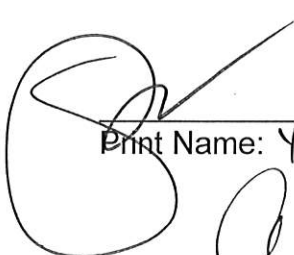
By: _____
Name: Theodore D. Estes
Title: Managing Member

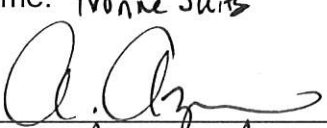
Tenant:



DIVINE & ESTES, P.A.
a Florida professional association

By: _____
Name: Russell W. Divine
Title: President



Print Name: Yvonne Suits


Print Name: Asim M. Azam
Date Executed: 10/14/13

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

5000 LAW OFFICE 2014 EXPIRES 9/30/2015 5000-0974396
\$30.00 10 EMPLOYEE ;

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

DIVINE & ESTES P A

DIVINE & ESTES P A
P O BOX 3629
ORLANDO FL 32802-3629

24 S ORANGE AV #203
A - ORLANDO, 32801

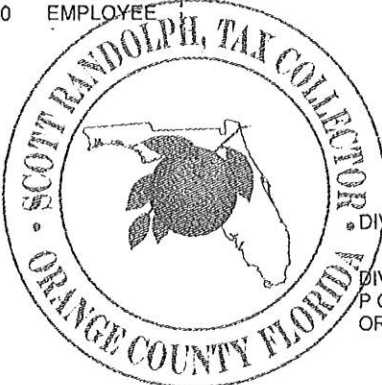
PAID: \$30.00 0099-00651205 9/18/2014

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

5000 LAW OFFICE 2014 EXPIRES 9/30/2015 5000-0974396
\$30.00 10 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



DIVINE & ESTES P A

DIVINE & ESTES P A
P O BOX 3629
ORLANDO FL 32802-3629

24 S ORANGE AV #203
A - ORLANDO, 32801

PAID: \$30.00 0099-00651205 9/18/2014

This receipt is official when validated by the Tax Collector.

CITY OF ORLANDO

2014-2015

ECONOMIC DEVELOPMENT PERMITTING SERVICES

LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License" changed per state law HB1269-2006)



NOTICE- THIS RECEIPT ONLY EVIDENCES PAYMENT OF LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLO. STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPEN IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BEFORE THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Issued Date: 10/07/2014
Expiration Date: 09/30/2015

Case Number: BUS0019073-001

Business Name
COLLIN W MCLEOD/DIVINE & ESTES PA
24 S ORANGE AVENUE
ORLANDO, FL 32801

Business Owner
DIVINE & ESTES PA

Business Location:

24 S Orange Av

Business Type(s):

PROFES 8041 PROFES FIRM/OFFICE

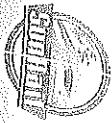
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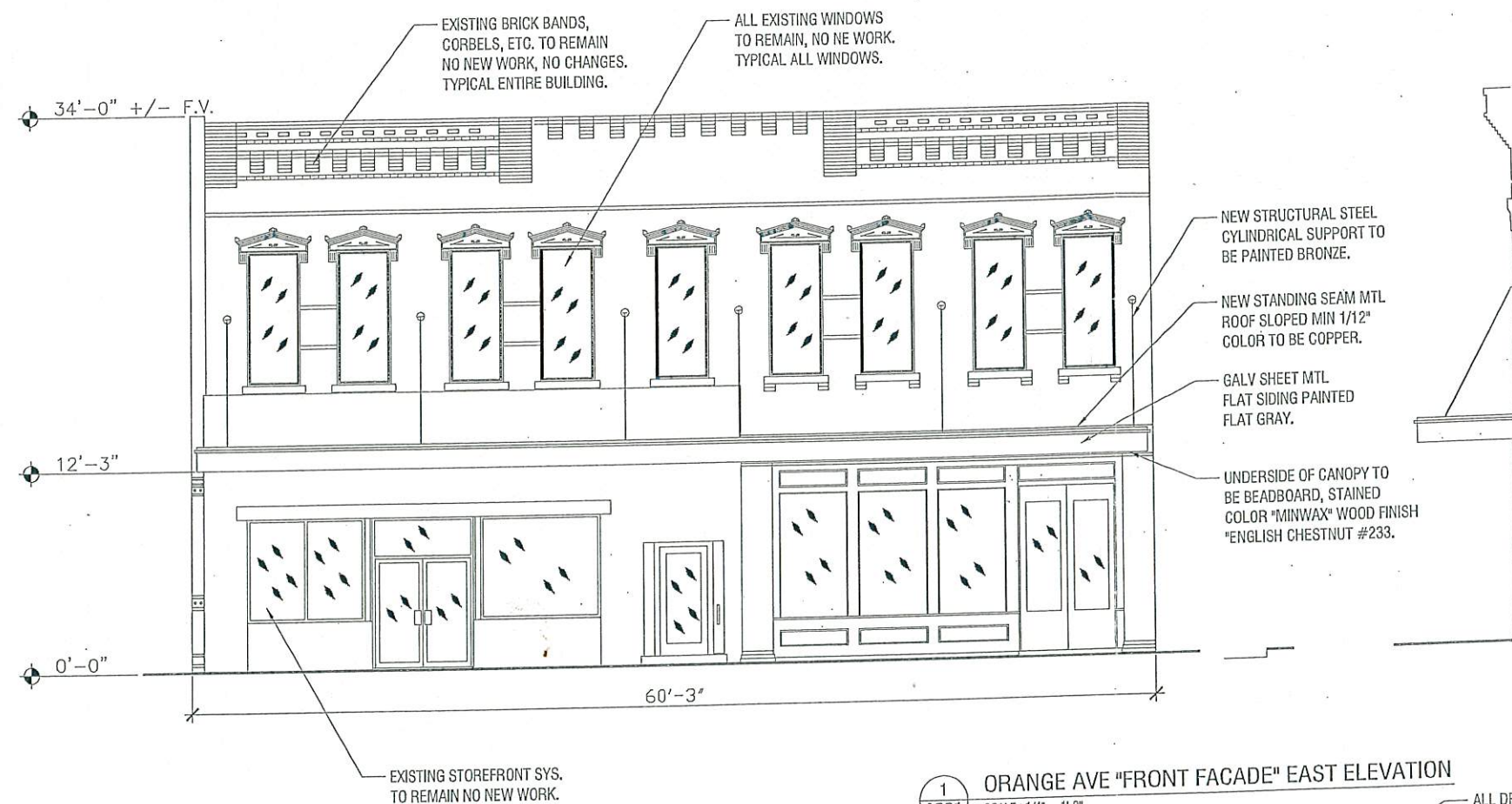
Administration Fee

2015 Business Tax

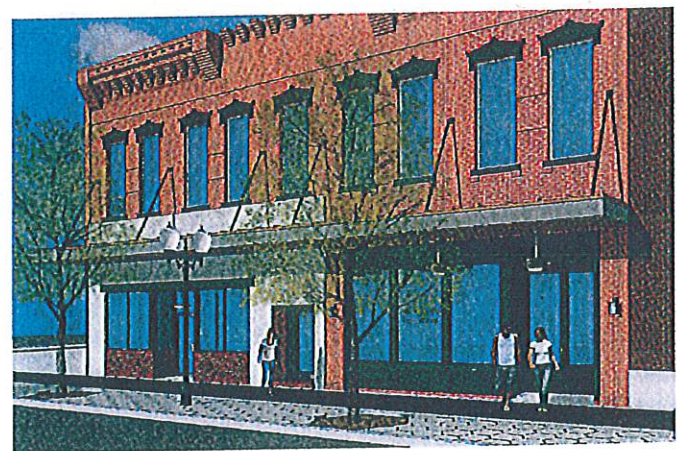
Total Paid

20
242
\$262





1 ORANGE AVE "FRONT FACADE" EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 ORANGE AVE - EAST ELEVATION PROPOSED
SCALE: 1/4" = 1'-0"



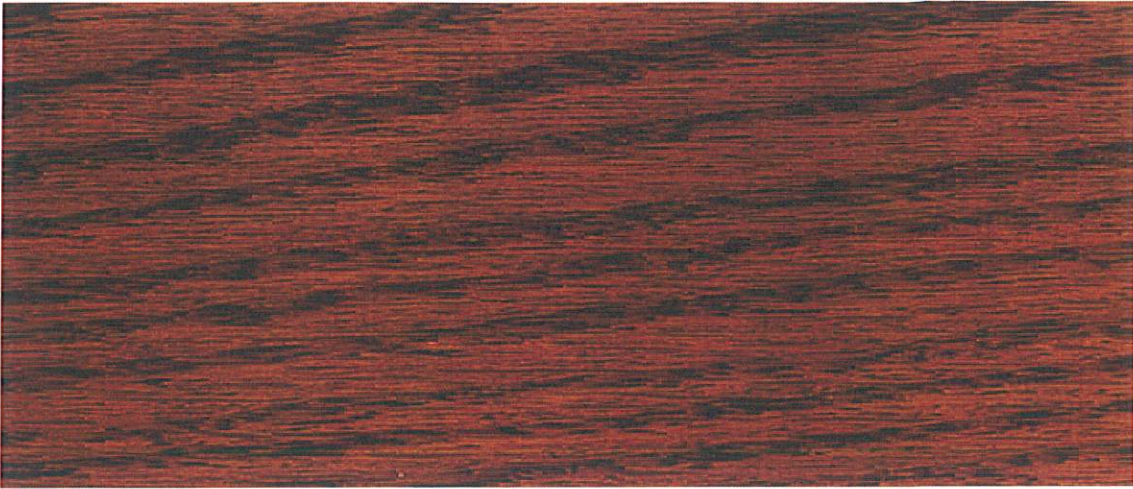
3 ORANGE AVE - EAST ELEVATION PROPOSED
SCALE: 1/4" = 1'-0"

- ALL DRIP EDGE FLASHING AND ANY EXPOSED FLASHING TO BE COPPER OR FACTORY FINISHED COPPER COLORING.
- UNDERSIDE OF CANOPY TO BE BEADBOARD, STAINED COLOR "MINWAX" WOOD FINISH "ENGLISH CHESTNUT #233.
- (5) EXTERIOR GRADE LED CAN LIGHT STYLE SELECTION TO BE DETERMINED.
- EXTERIOR GRADE CEILING FAN STYLE TO BE DETERMINED.

2452 STONEVIEW RD.
ORLANDO, FL 32806
PHONE: 407-574-2894
FAX: 407-228-1712

CANOPY ADDITION
24 SOUTH ORANGE AVE
ORLANDO, FL 32802

SEAL	
REVISIONS	
DATE ISSUED NOVEMBER 29TH, 2012	
DRAWN BY T.A.B.	PRELIMINARY DESIGN SHEET NUMBER A301 EXTERIOR ELEVATION
CHECKED BY T.A.B.	



Wood Finish™

English Chestnut 233