

1235

251592-115

**APPLICATION FOR LANDLORD-TENANT EXEMPTION  
SECTION 367.022(5), FLORIDA STATUTES  
RULE 25-30.060(3)(a), FLORIDA ADMINISTRATIVE CODE**

RECEIVED  
FLORIDA PUBLIC SERVICE COMMISSION  
MAIL ROOM  
1995 DEC 26 AM 9 26

**NAME OF SYSTEM:** A. V Nelson Associates  
**PHYSICAL ADDRESS OF SYSTEM:** 1508 18th Avenue East (Palmetto Industrial Park)  
Palmetto, FL 34221

**MAILING ADDRESS (IF DIFFERENT):** 2504 N. Tamiami Trail  
Nokomis, FL 34275

ORIGINAL  
FILE COPY

**COUNTY:** Sarasota

**PRIMARY CONTACT PERSON:**

**NAME:** Larry L. Mahan  
**ADDRESS:** 2504 N. Tamiami Trail  
Nokomis, FL 34275  
**PHONE #:** 941-966-9521

**NAMES OF OWNER(S):** A. Verner Nelson

**NATURE OF APPLICANT'S BUSINESS ORGANIZATION:** (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) Sole Proprietor

- ACK
- AFA
- ADP
- CAF
- CMH
- CTR
- EA
- LEP
- LI
- O
- ROH
- SEC

I believe this system to be exempt from regulation of the Florida Public Service Commission pursuant to Section 367.022(5), Florida Statutes, for the following reasons:

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.
3. The utility services provided are:  
Water Yes (Yes or No) Wastewater Yes (Yes or No)  
For utility service not provided, state how handled:

DOCUMENT NUMBER-DATE

13000 DEC 26 95

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: 1508 18th Ave. East  
(Palmetto Industrial Park) Palmetto, FL 34221
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

12-19-95

(Date)

A. Verner Nelson  
Applicant's Signature \*\*

A. Verner Nelson  
Applicant's Name (Typed or Printed)

Owner

Applicant's Title

- \*\* If applicant is not the Owner of property for which the exemption is being requested, a Letter of Authorization from the Owner must be attached to application.

When you finish filling out the application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**LEASE**

THIS LEASE made and entered into this 20th day of January 1993, by and between A. Verner Nelson of Nokomis, Florida herein called "Lessor", and Prasco Steel Corporation, with its principal place of business in Manatee County, Florida, herein called "Lessee".

**WITNESSETH**

That the Lessor for and in consideration of the sum of Thirty Nine Thousand Eight Hundred Sixteen Dollars (plus 7% Tax) paid by the Lessee to the Lessor, as hereinafter stipulated, in consideration of the performance of each of the covenants to be performed by the Lessee, and for other good and valuable consideration, does hereby demise and lease unto the Lessee the following described property, situated, lying and being in the County of Manatee, State of Florida, and more particularly described as follows:

Lot #15 Palmetto Industrial Park with improvement thereon, aka 1508 18th Avenue East,  
Palmetto, Florida 34221

1. **Term:** The term of this lease shall be for a period of Thirty six (36) months commencing on March 1, 1993.
2. **Rent:** Lessee covenants and agrees to pay to Lessor at 2504 N. Tamiami Trail, Nokomis, Florida 34275, or at such other place as Lessor shall designate in writing, rent on the above described premises, according to the following schedule, together with Florida Sales and Use Tax.

<u>Period</u>	<u>Monthly Rent</u>	<u>Total Monthly Rent</u>	<u>Total Annual Rent</u>
3-93 - 2-94	\$956.00 + 66.92	\$1,022.92	\$12,275.04
3-94 - 2-95	\$1,106.00 + 77.42	\$1,183.42	\$14,201.04
3-95 - 2-96	\$1,256.00 + 87.92	\$1,343.92	<u>\$16,127.04</u>
			\$42,603.12

Rent shall be payable in on or before the first of each calendar month, commencing with April 1, 1993.

Payment of first months rent and last months rent due upon signing of this lease.

\$1,022.92  
\$1,343.92  
\$2,366.84

No security deposit is required.

3. **Option to Renew:** Option to renew this lease is contingent upon the mutual agreement of both parties.
4. **Utilities:** Lessee shall during the term hereof pay all charges for telephone and electricity used in or on the leased premises.

(Lease con't)

5. Repairs and Maintenance:

(A) The Lessee hereby covenants and agrees to and with the Lessor as follows: to make any and all necessary repairs required to the plumbing systems, electrical systems, windows, and other portions of the leased premises used exclusively by Lessee as may be required to maintain the premises in the condition existing at the time of occupancy by the Lessee. It is agreed that it will be the responsibility of the Lessee to repair and maintain all of the above-referenced systems and to be responsible for any expense resulting from any use or abuse of the above systems by Lessee or any guests, invitees or patrons of Lessee. Repairs shall include replacement of component parts of such systems.

(B) It is agreed by the parties hereto that all air conditioning equipment is the property of the Lessor and the cost of maintaining the same in good repair shall be the responsibility of the Lessee. Lessor agrees to maintain the roof in good repair at no expense to Lessee and make any and all necessary repairs required to keep the roof and exterior walls of said building in good order and condition during the term of this lease, except for damages caused by Lessee. Lessor covenants that the plumbing is in good working order at the time of occupancy by the Lessee. However, as provided above, it is agreed that it will be the responsibility of the Lessee to maintain and be responsible for all of the plumbing systems which are used in connection with the leased premises after possession by Lessee.

6. Alterations, Improvements and Fixtures: Lessee shall not make any alterations, improvements or repairs in or about the inside of said premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, improvements, repairs or installation of fixtures shall be accomplished in compliance with all applicable state and local building codes. Upon expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration or repairs to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third person, and Lessee hereby agrees to hold Lessor harmless from any claims that may be made against such improvements by any third person.

7. Right of Access by Lessor: Lessee will permit Lessor or its agent to enter the leased premises for the purpose of examining the same, and to make such repairs as Lessor deemed advisable should Lessee fail or refuse to make the same. Lessor shall be entitled to such access only during reasonable hours, upon reasonable notice, subject to Lessee's right of peaceable possession without hindrance or interruption by Lessor as hereinafter set forth. In the event Lessee fails to exercise its option to renew this lease as hereinafter set forth, then the Lessor may at any time within sixty (60) days next preceding the expiration of the term of lease affix notices for letting to any part of the leased premises.

8. Indemnification of Lessor by Lessee: The Lessor shall not be liable to the Lessee or to any other person for any damage or injury to person or property occasioned by any act of God; or by any defect in plumbing,

(Lease con't)

electric wiring or any insulation thereof, or for any other cause whatsoever; nor for any damage or loss to persons or property in said premises caused by leakage in the roof or sidewalls, unless the Lessor shall be negligent in repairing said roof and sidewalls after reasonable written notice and opportunity to repair has been given to Lessor; nor for any damage or injury suffered or caused by the acts of the Lessee, its servants, agents, employees or patrons. All of such claims as against the Lessor for any such damage or injury being hereby expressly waived by the Lessee, and the Lessee agrees to indemnify the Lessor as against any and all such claims

9. Insurance. During the term of this lease and for such further time as the Lessee shall hold the leased premises, Lessee shall obtain and maintain at Lessee's expense, satisfactory to Lessor, plate glass insurance, fire & casualty insurance on the building, of not less than \$100,000 and building contents insurance and workmen's compensation insurance, if necessary, protecting the Lessee and Lessor as an additional assured in each policy against any claim for property damage up to Fifty Thousand Dollars (\$50,000), and as against any claim for personal injury up to Three Hundred Thousand Dollars (\$300,000) with respect to one claim, and up to Five Hundred Thousand Dollars (\$500,000) with respect to any one accident; and Lessee will furnish Lessor with certificates of said insurance.

10. Licenses, Inspections and Permits. Lessee, at its expense, shall obtain, maintain and keep in force all licenses, inspections and permits required by any governmental authority in connection with the occupation or use of the leased premises.

11. Assignment. This lease shall not be assigned nor the whole or any part of the leased premises sublet by the Lessee without first obtaining the written consent of the Lessor, but Lessor shall not arbitrarily or unreasonably withhold consent.

12. Quiet Possession. Lessor agrees that the Lessee, upon payment of the rent herein specified and provided and otherwise performing and observing the covenants and agreements on its part herein contained, shall peaceably possess and enjoy the said demised premises without hindrance or interruption on the part of the Lessor.

13. Fire and Casualty Damage.

(A) In the event of the total destruction of the building on the premises or such partial destruction thereof by fire or otherwise to the degree that the same cannot be substantially restored to the condition prior to said destruction within ninety (90) days, then this lease shall be terminated and shall be of no further force and effect, and the rights of all parties hereunder shall cease, except such rights as may have accrued up to immediately prior to such destruction. Lessee shall be entitled to a prorata refund of any prepaid rents.

(B) In the event of a partial destruction of the building located on the premises by fire or otherwise, not rendering the same unfit for use, the rent shall abate prorata, that is to say, the rent shall abate in proportion as the value for rent of the part destroyed or so destroyed as not to be in condition for use

(Lease con't)

during repair. In the event of such partial destruction or damage to the building on the premises by fire or otherwise, the Lessor shall restore the same within a reasonable time, but nevertheless the rental shall abate prorata, as hereinabove specified, for the time so occupied in making the repairs, and the full rent shall be resumed on completion of such repairs.

14. Defaults and Remedies. If Lessee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of seven (7) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease, or in the alternative Lessor may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts, to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay to amount of such deficiency to Lessor.

It is expressly agreed that in the event of default by Lessee hereunder Lessor shall have a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the leased premises, as security for rent due to and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect any statutory Lessor's lien given by law, but shall be cumulative thereto and Lessee hereby grants to Lessor a security interest in all such personal property placed in said leased premises for such purposes. All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy by law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

15. Waste and Nuisance. Lessee shall not commit nor suffer to be committed, any waste on the leased premises, nor shall Lessee maintain, commit, or use the leased premises for any unlawful purposes. Lessee shall keep the premises in a neat and orderly condition at all times and shall not allow any accumulation of rubbish or trash.

16. Condemnation. If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

If less than all of the leased premises shall be taken for any public or quasi-public use under any law, ordinance,

(Lease con't)

or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not terminate but Lessor may, at their sole discretion, restore and reconstruct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

17. Miscellaneous.

(A) Notices. All notices provided to be given under this lease shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor:           A. Verner Nelson  
                          2504 N. Tamiami Trail  
                          Nokomis, Florida 34275

Lessee:           Pratco Steel Corporation  
                          1508 Eighteenth Ave. East  
                          Palmetto, FL 34221  
                          1-800-771-6058

(B) Parties Bound. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this lease.

(C) Applicable Law. This lease shall be construed under and in accordance with the laws of the State of Florida.

(D) Legal Construction. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(E) Sole Agreement of the Parties. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

(F) Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

(G) Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other right the parties may have by law, statute, ordinance, or otherwise.

(Lease con't)

(H) Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition, or covenant by this shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

(I) Attorney's Fees. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees and costs of courts so incurred by such other party, including attorneys' fees and costs of appellate proceedings.

(J) Time of Essence. Time is of the essence of this agreement.

(K) Exculpation of Lessor. If Lessor shall convey title to the demised premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

(L) Construction of Terms. It is hereby understood and agreed that for the purpose of the construction of this lease, and where the context so admits or requires the word "Lessor" shall mean the said Lessor, his heirs, assigns and personal representatives; and the word "Lessee" shall mean the Lessee, his heirs, assigns and personal representatives.

IN WITNESS THEREOF, the Lessor and Lessee have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

As to Lessee

\_\_\_\_\_

As to Lessor

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
A. VERNER NELSON      LESSOR