



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
TELEPHONE: (407) 665-7371
PLANESK@SEMINOLECOUNTYFL.GOV

PROJ. #: 22-06000046

pm-Joy

REC man does 10/27/22
paid 10/21/22

SITE PLAN/DREDGE & FILL

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEES

<input type="checkbox"/> SMALL SITE PLAN (<2,500 SQUARE FEET IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW)	\$500.00
<input checked="" type="checkbox"/> SITE PLAN (>2,500 SQUARE FEET IMPERVIOUS SURFACE AREA SUBJECT FOR REVIEW)	SEE FORMULA BELOW
<input type="checkbox"/> DREDGE & FILL	\$750.00
<input type="checkbox"/> FILL ONLY (≥100 CUBIC YARDS OF FILL AND/OR IN FLOOD PLAIN OR WETLAND PER SEC. 40.2)	\$500.00

PROJECT

PROJECT NAME:	Enterprise Leasing Company - Seminole County		
PARCEL ID #(S):	16-19-30-5AC-0000-0990	4316 W. State Rd 46	
DESCRIPTION OF PROJECT:	Redeveloping a vacant restaurant into an Enterprise vehicle rental/sales business		
EXISTING USE(S):	restaurant	PROPOSED USE(S):	vehicle rental/sales branch
ZONING:	PD & A1	FUTURE LAND USE:	HIP-TI
TOTAL ACREAGE:	4.542	4.74	BCC DISTRICT: 5
WATER PROVIDER:	Seminole County	SEWER PROVIDER:	Seminole County
ARE ANY TREES BEING REMOVED?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (IF YES, ATTACH COMPLETED ARBOR APPLICATION)		
IF DREDGE & FILL OR FILL PERMIT, CUBIC YARDS OF FILL PROPOSED:			
SITE PLAN FORMULA (CALCULATE IN SQUARE FOOTAGE)			
EXISTING BUILDING AREA:	28,945	NEW BUILDING AREA:	8,712sf
EXISTING PAVEMENT AREA:	78,844	NEW PAVEMENT AREA:	119,354sf
TOTAL SQUARE FEET OF NEW IMPERVIOUS SURFACE AREA (ISA) SUBJECT FOR REVIEW:			
(TOTAL SQUARE FEET OF NEW ISA	128,066	/ 1,000 =	128.07
) x \$25 + \$2,500 = FEE DUE:	
		5,701.65	
(TOTAL SQUARE FEET OF NEW ISA SUBJECT FOR REVIEW/1,000)* x \$25.00 + \$2,500.00 = FEE DUE			
EXAMPLE: 40,578 SQ FT OF NEW ISA SUBJECT FOR REVIEW = 40,578/1,000 = 40.58 X \$25 = \$1,014.50 + \$2,500 = \$3,514.50			
*ROUNDED TO 2 DECIMAL POINTS **Maximum fee for Site Plans is \$9,000.00**			

St. Joseph's PD

APPLICANTEPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: Brian Mogauro	Company: Enterprise Leasing Company of Orlando, LLC	
ADDRESS: 5442 Hoffner Ave		
CITY: Orlando	STATE: FL	ZIP: 32812
PHONE: 407-447-7999	EMAIL: permitting@evansenginc.com	

CONSULTANTEPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Russel Willey - Pingree 2000 Real Estate Holdings, LLC		
ADDRESS: 600 Corporate Park Drive		
CITY: St Louis	STATE: MO	ZIP: 63105
PHONE: 314 512 4222		

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

- ☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. (Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE**CERTIFICATE NUMBER****DATE ISSUED**

VESTING:

TEST NOTICE:

- ☒ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

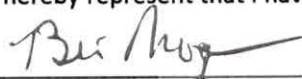
- ☐ Not applicable

I understand that the application for site plan review must include all required submittals as specified in Chapter 40, Part 4, of the Seminole County Land Development Code. Submission of incomplete plans may create delays in review and plan approval. The review fee provides for two plan reviews. Additional reviews will require an additional fee.

I hereby represent that I have the lawful right and authority to file this application.

SIGNATURE OF AUTHORIZED APPLICANT

DATE



10/12/22



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
TELEPHONE: (407) 665-7371
PLANDESK@SEMINOLECOUNTYFL.GOV

PROJ. #: _____

ARBOR/LOGGING PERMIT

APPLICATION TYPE/FEE (SELECT ONE)

- | | |
|--|---|
| <input type="checkbox"/> ARBOR PERMIT | \$75/ACRE ROUNDED UP (\$500 MAX. FEE) |
| <input type="checkbox"/> LOGGING PERMIT | \$75/ACRE ROUNDED UP (\$500 MAX. FEE) |
| <input checked="" type="checkbox"/> FINAL ENGINEERING/SITE PLAN/SMALL SITE PLAN (CONCURRENT) | \$0 (ARBOR FEE INCLUDED W/ APPLICATION FEE) |

NOTE: DEVELOPED SINGLE FAMILY LOTS OF 5 ACRES OR LESS DO NOT REQUIRE A PERMIT FOR TREE REMOVAL

APPLICANT/CONSULTANT

NAME: Brian Mogauro	COMPANY: Enterprise Leasing Company of Orlando, LLC
ADDRESS: 5442 Hoffner Ave	
CITY: Orlando	STATE: FL ZIP: 32751
PHONE: 407-474-8234	EMAIL: permitting@evansenginc.com

PROJECT

PROJECT NAME OR ADDRESS: Enterprise Leasing Company - Seminole		
PARCEL ID #(S): 16-19-30-5AC-0000-0990		
LOCATION(S) OF TREE(S): Redeveloping a vacant restaurant into an Enterprise Vehicle Leasing and Sales Branch		
ACREAGE: 4.542	ZONING: PD&A1	
TREE SPECIES: various (see attached)	SIZE: (see attached)	NUMBER TO BE REMOVED: (see attached)
REASON FOR TREE REMOVAL: Site redevelopment		

REQUIRED ATTACHMENTS FOR REVIEW

- | |
|--|
| <input type="checkbox"/> Application for tree removal (Arbor Permit) |
| <input type="checkbox"/> Written statement on reason for removal |
| <input type="checkbox"/> Tree preservation statement for tree protection during construction (if applicable) |
| <input type="checkbox"/> Site Plan |

SIGNATURE OF OWNER/AUTHORIZED AGENT

10/12/22
DATE

ADDITIONAL INFORMATION

Site Plan Requirements:

- Location of existing/proposed improvements and or structures
- Proposed changes in elevations, site grading or major contours
- Location of existing or proposed utility easements
- Location of all trees on site that is greater than 3" in diameter measured 4 ½" above the ground
- Designating the trees to be retained, removed, relocated, or replaced.
- Legend for trees to be removed
- Required mix of replacement trees: see Sec 60.22 Table Mix of Species
- Replacement stock: see Replacement Tree Species List sheet or Sec 60.23

Typical granting of Arbor Permits:

- Tree is located in buildable area or right-of-way where structure will go and/or it unreasonably restricts the permitted use of the property.
- Tree is diseased or injured, in danger of falling on pedestrians or endangering structure.
- Tree interferes with utility services or creates an unsafe visions clearance.
- Tree is diseased or infested, remove to prevent transmission of disease or infestation.
- Tree needs to be removed for agricultural purposes.

OFFICE USE ONLY

☐ **APPROVED** (PERMIT SHALL EXPIRE 1 YEAR FROM DATE OF APPROVAL)

☐ **DENIED**

CONDITIONS: _____

REPLACEMENT TREES REQUIRED: ☐ **YES** ☐ **NO** NUMBER OF REPLACEMENT TREES: _____

All replacement trees shall be 2" caliper and 8' height at time of planting and Florida Nursery grade Number 1. See Replacement Tree Species List sheet or Sec. 60.23 SCLDC for preferred tree species.

REVIEWED BY: _____ TITLE: _____

REVIEW DATE: _____ TELEPHONE NUMBER: (407) 665-_____

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Pingree 2000 Real Estate Holdings, LLC, the owner of record for the following described property

(Legal Description or Tax/Parcel ID Number) 16-19-30-5AC-0000-0990

hereby affirms that Enterprise Leasing Company of Orlando, LLC is hereby designated to act as my authorized agent for the filing of the attached application for a: **(CHECK ONE)**

<input checked="" type="checkbox"/>	Arbor Permit	<input type="checkbox"/>	Special Exception	<input type="checkbox"/>	Temporary Use Permit	<input type="checkbox"/>	Variance
<input checked="" type="checkbox"/>	Development Plan	<input type="checkbox"/>	Special Event Permit	<input type="checkbox"/>	Vacate	<input type="checkbox"/>	OTHER

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

10/12/2022
DATE

Russell A. Willey
Owner's Signature

Russell A. Willey
Owner's Name

STATE OF ~~FLORIDA~~ MISSOURI
COUNTY OF ST. LOUIS

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of ~~Florida~~ Missouri to take acknowledgements, personally appeared Russell A. Willey, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 12th day of October, 2022.



Susan E. Cantillon
NOTARY PUBLIC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

ENTERPRISE LEASING COMPANY OF ORLANDO, LLC

Filing Information

Document Number	M09000002983
FEI/EIN Number	59-1356140
Date Filed	08/03/2009
State	DE
Status	ACTIVE

Principal Address

5442 Hoffner Avenue
Orlando, FL 32812

Changed: 04/04/2018

Mailing Address

600 Corporate Park Drive
Saint Louis, MO 63105

Changed: 02/02/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Taylor, Christine B.
600 Corporate Park Drive
Saint Louis, MO 63105

Title Manager

Short, Rick A.
600 Corporate Park Drive
Saint Louis, MO 63105

Title Manager

Taylor, Andrew C.
600 Corporate Park Drive
Saint Louis, MO 63105

Title Vice President and General Manager

Mogauro, Brian
5442 Hoffner Avenue
Orlando, FL 32812

Annual Reports

Report Year	Filed Date
2020	02/07/2020
2021	02/02/2021
2022	03/24/2022

Document Images

03/24/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
02/07/2020 -- ANNUAL REPORT	View image in PDF format
03/06/2019 -- ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
12/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/11/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
04/15/2010 -- ANNUAL REPORT	View image in PDF format
09/29/2009 -- Address Change	View image in PDF format
08/03/2009 -- Foreign Limited	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

PINGREE 2000 REAL ESTATE HOLDINGS, LLC

Filing Information

Document Number M11000004695

FEI/EIN Number 80-0759143

Date Filed 09/19/2011

State MO

Status ACTIVE

Principal Address

600 CORPORATE PARK DRIVE
ST LOUIS, MO 63105

Changed: 04/25/2022

Mailing Address

600 CORPORATE PARK DRIVE
ST LOUIS, MO 63105

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

WILLEY, RUSSELL A
600 CORPORATE PARK DRIVE
ST LOUIS, MO 63105

Annual Reports

Report Year	Filed Date
2020	04/04/2020
2021	04/05/2021
2022	04/25/2022

Document Images

04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/05/2021 -- ANNUAL REPORT	View image in PDF format
04/04/2020 -- ANNUAL REPORT	View image in PDF format
04/24/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
04/18/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
09/19/2011 -- Foreign Limited	View image in PDF format

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into this 10th day of July, 2021, ("Final Execution Date") by and between HIGHWAY 46 HOLDINGS, LLC, a Florida limited liability company having its principal place of business at 4316 W State Road 46, Sanford, FL 32771 ("Seller") and ENTERPRISE LEASING COMPANY OF ORLANDO, LLC a Delaware limited liability company having its principal place of business at 5442 Hoffner Ave., Orlando, FL 32812 ("Purchaser").

WITNESSETH

WHEREAS, Seller is the owner of that certain parcel of land containing approximately 4.74 acres of land area and the building(s) thereon containing approximately 20,087 square feet of floor area, which property is commonly known as 4316 West State Road 46, Sanford, Florida 32771 in Sanford, FL (Parcel 16-19-30-5AC-0000-0990) and as described in Exhibit A attached hereto and made a part hereof and approximately shown as outlined on Exhibit B attached hereto and made a part hereof, which Property, together with all buildings however, excluding all furniture, restaurant fixtures, memorabilia, restaurant and bar equipment and improvements (which include the walk in freezers and coolers) such that the Purchaser will be receiving the buildings as an empty shell, unless specifically set forth otherwise. All air conditioning and fire suppression systems and all other fixtures shall remain and be transferred to the buyer, As Is Where is with no warranties. The foregoing shall collectively be referred to as the "Property"; and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to acquire the Property from Seller under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter contained, the parties, intending to be legally bound, agree as follows:

1. **Property.** Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to acquire the Property from Seller on the terms and conditions hereinafter set forth.
2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be Three Million Nine Hundred Thousand and 00/100 Dollars (\$3,900,000.00) and shall be payable as follows:
 - (a) Fifty Thousand Dollars and 00/100 (\$50,000.00) by wire transfer of funds within five (5) business days after the full execution of this Agreement, as earnest money (the "Earnest Money"), to be deposited with and held in escrow by the Title Company (as defined in Paragraph 4 hereof). If the sale is consummated in accordance with the terms hereof all Earnest Money shall be applied to the Purchase Price to be paid by Purchaser at the Closing (hereinafter defined). In the event this Agreement is terminated by Purchaser in accordance with the terms hereof the Earnest Money shall be returned to Purchaser; and
 - (b) The balance by wire transfer of funds to the Title Company as escrow agent at Closing which shall take place on the Closing Date (as defined in Paragraph 9 hereof).
3. **Survey.** Within sixty (60) days after the Final Execution Date, Purchaser shall obtain and deliver to the Title Company, at Purchaser's expense, a currently dated 2021 ALTA/NSPS Land Survey (the "Survey") prepared by a surveyor and licensed in the state wherein the Property is located. The surveyor shall physically stake the boundaries of the Property and the Survey shall identify the Property by legal

description and contain a statement on the face thereof certifying that (a) the Survey was made on the ground and under the supervision of the surveyor, and (b) no part of the Property lies within a flood plain or flood prone area or flood way of any body of water. In the event the Survey shows any easement, right of way, encroachment, conflict or condition ("Defects") affecting the Property that is unacceptable to Purchaser, in Purchaser's reasonable judgment, Purchaser shall, within thirty (30) days after receipt of the Survey, the Title Commitment and the Underlying Documents (hereinafter defined), notify Seller in writing of such Defects. Unless Seller specifically agrees to cure said Defects, Seller shall have no responsibility to cure such Defects and Purchaser may terminate this Agreement by notice in writing to Seller. Notwithstanding the foregoing, the Seller agrees to review any requests of the Buyer in good faith. In the event of any termination pursuant to this paragraph, the parties shall have no further right or obligation hereunder (except for any liabilities accruing prior to termination) and all of the Earnest Money shall be returned to Purchaser.

4. Title. Within thirty (30) days after the Final Execution Date, Seller shall procure, at Seller's expense, and deliver to Purchaser a commitment for an ALTA 2006 policy of title insurance or equivalent (the "Title Commitment") issued by Brownstone Title Services, 195 Wekiva Springs Road, Suite 101, Longwood, Florida 32779 (Lynne Huston 407-221-0036)(the "Title Company"). Purchaser is in agreement to use Brownstone Title Services, as the Title Company for this contemplated transaction, provided the Title Company delivers to Purchaser, within five (5) business days after the Final Execution Date, an insured closing protection letter from its underwriter, First American Title Insurance Company, addressed to, and for the benefit of, Purchaser and its successors and assigns. Such Title Commitment must show title to the Property in Seller and commit to the issuance of an owner's policy of title insurance in the amount of the Purchase Price. As a condition precedent to Closing an extended coverage endorsement over general exceptions acceptable to Purchaser must be available to Purchaser at Closing, at Purchaser's cost. The Title Commitment shall identify the Property by the legal description set forth in the Survey, specify all easements, liens, encumbrances, restrictions, conditions and covenants affecting the Property and shall be accompanied by copies of all documents referred to therein as exceptions to title ("Underlying Documents"). In the event any exceptions appear in the Title Commitment that are unacceptable to Purchaser, in Purchaser's reasonable judgment, Purchaser shall, within thirty (30) days after receipt of the Survey, the Title Commitment and the Underlying Documents, notify Seller in writing thereof. Upon the expiration of such thirty (30) day period, Purchaser shall be deemed to have accepted all exceptions to title shown on the Title Commitment (other than those which are the subject of a notification permitted under the preceding sentence) and such exceptions shall be included in the term "Permitted Exceptions" as used herein. If such written notice is so delivered to Seller, Seller may elect to cure or remove all such objections prior to the Closing Date. Any exceptions to financial liens or other encumbrances caused by or on behalf of Seller that can be removed by the payment of a definite or ascertainable amount of money will be removed at Closing by application of the Purchase Price thereto and no such exception will be deemed to make the Title Commitment unacceptable to Purchaser unless application of the entire Purchase Price would be insufficient to remove all such exceptions at Closing. Seller shall cause the Title Company to furnish an updated Title Commitment to Purchaser prior to Closing indicating the exceptions that have been removed or will be removed at Closing by application of the Purchase Price or otherwise. If any exception that is unacceptable to Purchaser cannot be removed at or prior to Closing, Purchaser may either (i) accept the Title Commitment in its updated form, (ii) terminate this Agreement, or (iii) extend the Closing Date for a period that Purchaser deems reasonable for curing such objections, but not to exceed thirty (30) days. If cure is not affected within such extended period, Purchaser may again elect (i) or (ii) above. Upon any such termination, each party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to termination) and the Earnest Money shall be returned to Purchaser. Notwithstanding any other provision of this Agreement, Seller shall have no obligation to cure any defects unacceptable to Purchaser unless Seller agrees to cure said defect after receiving notice from Purchaser.

If Purchaser elects not to terminate this Agreement in accordance with this subsection, Purchaser may cause the Title Company to reissue from time to time the Title Commitment prior to Closing. Purchaser shall have the right to object to any newly discovered exceptions appearing on any subsequently issued Title Commitment, other than the Permitted Exceptions, and shown on any updated Title Commitment. If Seller fails to cure such items, Purchaser shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection(s). The time periods for objecting to and curing the additional exceptions and for terminating this Agreement shall be the same as those set forth in this subsection, commencing with the date Purchaser receives the updated Title Commitment, and, if necessary, the Closing Date shall be extended for such purposes.

Notwithstanding anything foregoing in this Paragraph, should a title exception be unacceptable to Purchaser and not waived by Purchaser and Seller in its sole discretion decide not to cure such exception, the contract will be terminated and the Deposits refunded to Purchaser and the parties shall have no further liability to the other.

5. Use of the Property. Purchaser intends to construct and operate on the Property a business whose principal purpose is the rental, leasing and/or sale of motor vehicles and, incidental thereto, the cleaning, preparation and storage of motor vehicles. This statement of contemplated USE shall be used solely in connection with interpretation of conditions, representations and warranties set forth herein, and shall not be construed to limit or defeat any contemplated use of the Property by Purchaser.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, shall survive the Closing and but for such representations and warranties Purchaser would not execute this Agreement:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(b) There are no pending or, to the best of Seller's knowledge and belief, threatened condemnation or similar proceedings affecting the Property, or any part thereof; nor, to the best knowledge and belief of Seller, is any such proceeding contemplated by any governmental authority;

(c) Seller has the present full authority and power to execute this Agreement and to close the sale of the Property and the signatory below on behalf of Seller has full authority and power to execute this Agreement and to close the sale of the Property;

(d) Seller shall cooperate to the fullest extent possible and in good faith shall assist Purchaser in determining those matters set forth in Paragraph 8;

(e) Seller has no knowledge of any deposit, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively "Hazardous Substances"), as those terms are used in any appropriate and applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, at, upon, under or within the Property. Seller has no environmental audits, reports,

inspections, data and other information regarding environmental matters, which pertain to the Property and which are in Seller's possession or control;

(f) Seller has not received any notice of any violation on the Property of any applicable federal, state or local statute, law or regulation pertaining to environmental matters or any other matters which would adversely affect Purchaser's proposed development of the Property as contemplated herein;

(g) To the best of Seller's knowledge, there is no suit, claim, action, arbitration, investigation or legal, administrative or other proceeding pending against or affecting Seller with respect to environmental or any other matters which would adversely affect Purchaser's proposed development of the Property as contemplated herein and, to the best knowledge of Seller, there is no litigation or governmental investigation threatened against Seller or the Property before any federal, state or local court, board or other governmental or administrative agency involving any environmental or any other matters which would adversely affect Purchaser's proposed development of the Property, and there are no outstanding judgments, consents, decrees or injunctions involving environmental or any other matters which would adversely affect Purchaser's proposed development of the Property to which Seller is a party or by which it is bound, nor is there any fact concerning environmental matters known to Seller which will adversely affect Purchaser's development of the Property or which will adversely affect the anticipated use and operation of the business of Purchaser or which could reasonably be expected to have such an adverse affect in the future. If Seller shall become aware prior to the Closing Date of any facts or circumstances which could reasonably be expected to result in any changes in or additions to any environmental matters materially and adversely affecting Purchaser's proposed development and use of the Property as contemplated herein, Seller shall promptly give notice thereof in writing to Purchaser, which later arising facts and circumstances shall constitute basis for termination by Purchaser of this Agreement.

(h) There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(i) As of Closing, all contractors, subcontractors, suppliers, architects, engineers, and others hired by or on behalf of Seller and who have performed services or labor or have supplied materials in connection with Seller's repair, development, ownership, or management of the Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.

(j) To Seller's knowledge, the Seller Deliveries pursuant to Paragraph 17 constitute true, correct and complete copies of all of the material documents and information in Seller's possession or control relating to the Property, its development, and its condition, as of the date of delivery.

(k) To Seller's knowledge, neither Seller nor any of its affiliates (i) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof, (ii) is a person or entity who has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any violation of the Patriot Act, or (iii) is currently under investigation by any governmental authority for alleged criminal activity. Seller has no reason to believe that this transaction, including, without limitation, the source of its funds, would result in a violation by Purchaser or Seller of the Patriot Act, OFAC Laws and Regulations, or any

other anti-terrorism or anti-money laundering laws or regulations, including, without limitation, the Bank Secrecy Act, as amended, or the Money Laundering Control Act of 1986, as amended.

7. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows, which representations and warranties shall be deemed made by Purchaser to Seller as of the Closing Date, shall survive the Closing and but for such representations and warranties Seller would not execute this Agreement:

(a) Purchaser has the present full authority and power to execute this Agreement and to close the purchase of the Property; and

(b) Purchaser shall in good faith diligently proceed to obtain all required reports, licenses, permits and approvals to construct and operate the business herein referenced.

8. Suitability. Purchaser shall have ninety (90) days from the Final Execution Date (the "Study Period") to satisfy itself in its sole discretion with all aspects of the Property, including, without limitation, the following:

(a) Purchaser's satisfaction with the physical, environmental and overall condition of the Property for the ownership, use, development and operation of the Property contemplated by Purchaser;

(b) Purchaser may, at its sole risk, cost and expense, conduct or cause to be conducted environmental, soil and engineering tests and studies of the Property and, in this connection, Purchaser or its designated agents may enter upon the Property for purposes of inspection, soil analysis, core drilling or other tests that may be deemed necessary to Purchaser or its consultant or engineer (including, without limitation, engineering tests to determine the existence, if any, of any geological faults in the subsurface of the Property and the location thereof or soil analysis). Purchaser shall restore or repair any damage caused, related to or arising out of Purchaser's conducting of such tests. Purchaser shall indemnify, hold harmless and, at Seller's option, defend Seller against any and all claims, actions, causes of action, expenses, costs, penalties and liability arising out of Purchaser's work or that of its employees, agents or contractors on the Property, which indemnity shall also include the payment of reasonable attorneys' fees and other costs

(c) Purchaser shall seek to obtain all necessary governmental or quasi-governmental permits, licenses and approvals for the construction of all intended improvements (including signs) and for the use permitted by Paragraph 5 herein;

(d) Purchaser shall determine whether the improvements and the use contemplated by Purchaser for the Property are prohibited by any governmental or quasi-governmental authority (local, state or federal), including, but not limited to, zoning, subdivision and special use authorities;

(e) Purchaser shall verify that all utilities necessary for the development and operation of Purchaser's business are currently available to the Property and the capacities and cost thereof are satisfactory;

(f) Purchaser may obtain an appraisal of the Property, the results of which must be satisfactory to Purchaser,

(g) Purchaser's review of all tenant leases or other agreements affecting the Property; and

(h) Purchaser shall determine whether the general real estate taxes and special assessments applicable to the Property are reasonable and satisfactory.

If Purchaser, for any reason or for no reason, determines that it is not feasible to acquire or develop the Property, Purchaser may, by giving written notice in accordance with Paragraph 12 hereof to Seller, terminate this Agreement (hereinafter "Termination Notice"). In such event the Earnest Money shall be returned to Purchaser. Said Termination Notice must be received on or before the fifth (5th) business day next following the expiration of the Study Period or Purchaser shall be conclusively presumed to have irrevocably waived the right to terminate under this Paragraph 8. If approvals (e.g. for plan approval, zoning, variance, permit, etc.) ("Approvals") are pending before any governmental agency at the end of the Study Period, then the Study Period will be deemed automatically extended for the lesser of sixty (60) days or 10 days from the date the pending Approval or Permit is issued in writing without conditions unacceptable to Purchaser or is denied. If Approvals remain pending before any governmental agency at the end of the Study Period as the same may have been previously extended, then Purchaser shall have the right to further extend the Study Period for up to four (4) additional thirty (30) day periods. Within two (2) business days after the commencement of any such thirty (30) day extension period, Purchaser shall deposit with, and to be held in escrow by, the Title Company, an additional Extension Payment deposit in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for each such extension, which additional deposits shall be applicable to the Purchase Price at Closing, but non-refundable in the event Purchaser defaults hereunder (but refundable due to a default by Seller hereunder or if the Agreement is terminated as a result of casualty or condemnation). The Earnest Money shall remain refundable as provided herein.

9. Closing.

(a) The closing hereunder (herein referred to as the "Closing") shall take place at the office of the Title Company within twenty (20) days after the end of the Study Period (the "Closing Date") unless this Agreement shall have been terminated by Purchaser in accordance with this Agreement.

On or before the Closing Date, Seller shall deposit in to the escrow established with the Title Company (i) a general warranty deed to Purchaser, subject only to the Permitted Exceptions and the lien of non-delinquent real estate taxes; (ii) omitted; (iii) closing statement; (iv) certificate of Seller dated as of the Closing Date certifying that all of the representations and warranties are true, correct and complete in all respects; (v) assignment of warranties, if any; and (vi) written releases of any lien, security interest, mortgage, deed of trust, mechanic's lien or other encumbrance affecting the Property not assumed by Purchaser; (vii) corporate or limited liability company or partnership certificates of good standing and a certified copy of resolutions of the board of directors, members, managers or partners of Seller approving this sale and authorizing signatories of Seller hereto to execute this Agreement and execute and deliver any and all closing documents; and (viii) customary lien, owner's and FIRPTA non-foreign affidavits acceptable to Purchaser and the Title Company. Seller and Purchaser shall jointly deposit such other documents as may be reasonably required to complete the purchase and sale of the Property on or before the Closing Date. At the Closing:

(1) at Seller's expense, Seller shall deliver or cause to be delivered to Purchaser an ALTA 2006 owner's title insurance policy or equivalent issued by the Title Company in the amount of the Purchase Price insuring that Purchaser owns fee simple title to the Property, subject only to the standard printed exceptions (other than general exceptions which shall be waived by the Title Company by extended coverage endorsement) and the Permitted Exceptions. Upon Purchaser's request and at its sole cost and expense, the amount of coverage afforded by

such owner's title insurance policy shall be increased to include the cost of Purchaser's improvements on the Property; and

(2) Purchaser shall pay the Purchase Price to Seller, adjusted as provided herein, by wire transfer in immediately available funds to the Title Company as escrow agent. The escrow agent, upon receipt of the funds required from Purchaser, shall record Seller's deed (affixing necessary real estate transfer tax stamps after recording, the cost thereof to be paid by Seller) and any other documents deposited by the parties into the escrow to be recorded, later date the Title Commitment and do such other acts as shall be necessary to carry out the provisions of this Agreement. Purchaser shall be entitled to possession of the Property at Closing.

(b) All costs and expenses of Closing the purchase and sale of the Property shall be borne and paid at Closing unless otherwise stated herein, as follows:

By Seller:

Title Insurance Premiums for Owner's Policy of Title Insurance
Seller's Attorneys' Fees
Escrow/Closing Fees (50%)
Documentary Stamp Taxes on the Deed (e.g. Florida Transfer Taxes)
Transfer Taxes
Commission to Watson Commercial Realty (per separate agreement).

By Purchaser:

Survey Costs
Purchaser's Attorneys' Fees
Escrow/Closing Fees (50%)
Recording Fees for Deed

(c) The parties agree that the escrow agent at the Title Company shall receive the following instructions. The Title Company shall accept the Earnest Money. Said Earnest Money deposit shall be held in escrow by the Title Company and shall be released and delivered to Seller in cash, by cashier's check or wired funds in accordance with the provisions of this Agreement on the Closing Date. Title Company assumes no liability under this Agreement other than that of a stakeholder. If there is any dispute as to whether Title Company is obligated to deliver the funds or as to whom that sum is to be delivered, Title Company shall not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by Title Company of an authorization in writing signed by all parties to such dispute, directing the disposition of the sum, or in the absence of such authorization, Title Company may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. No provision of this Agreement shall be construed to relieve Title Company of any obligations or liabilities which may now exist or hereafter accrue by virtue of any writing other than this Paragraph 9.

(d) Each party warrants to the other that neither of them nor their agents or representatives have engaged or contracted any broker with respect to the transaction contemplated herein except Watson Commercial Realty, that no other brokers have been involved with the purchase and sale hereunder, and each party agrees to indemnify and hold the other party harmless from any and all claims for brokerage fees arising out of its actions. Seller shall pay all brokerage commissions and fees pursuant to separate written agreement. Seller has agreed to pay Watson Commercial Realty a fee upon the successful closing of this transaction, but is otherwise not contractually obligated to Watson Commercial Realty.

10. Real Estate Taxes, Rent, Insurance, Risk of Loss, Condemnation and New Encumbrances. Prior to or at Closing, Seller shall pay all general real estate taxes and installments of any and all special assessments which are due and payable as of the Closing Date. Taxes on the Property which accrue in the current year and installments of any and all special assessments due and payable in the current year shall be prorated to the Closing Date, or the revised Closing Date if the Closing is extended as herein provided, so that Seller bears that portion of the accrued taxes and those installments of any and all special assessments which are applicable for the period up to and including the Closing Date and Purchaser bears that portion of the accrued taxes and those installments of any and all special assessments which are applicable for all periods subsequent to the Closing Date. At Closing, Seller shall pay to Purchaser Seller's share of real estate taxes and special assessments for the year in which Closing occurs and Purchaser shall pay such taxes and installments of special assessments when due and payable for such tax year. If on the Closing Date the tax rate for such year has not been finally determined proration shall be made upon the basis of the tax rate for the preceding tax year applied to the last officially certified rate of valuation. If on the Closing Date the Property is not separately assessed and is part of a larger parcel assessed for tax purposes, the taxes for the Property shall be further prorated based on the proportion that the assessed value of the Property bears to the assessed value of the larger parcel (land only, excluding improvements). The parties agree that such proration shall be adjusted between the parties, if necessary, based upon the final tax bill for the year in which the Closing occurs. Prior to or at Closing, Seller shall also pay all personal property taxes, if any, and special taxing district taxes, if any which are due and payable as of the Closing Date. Rents, if any, shall be prorated as of midnight of the day before Closing. Subdivision assessments, common area charges, fees and charges for utilities shall be prorated to the Closing Date.

All such expenses shall be prorated and adjusted on the basis of a 365 day year with the Closing Date charged to the Seller, provided however, with respect to the those fees and charges which may be read or computed by the party rendering services so that such fee or charge may be billed directly to the Seller with respect to charges incurred up to and including the Closing Date and to Purchaser with respect to any charges incurred after the Closing Date, then either party hereto may cause such fee or charge to be read and billed directly to the appropriate party and such charge shall not be subject to proration under this Agreement.

Seller shall bear the risk of loss until Closing. Insurance, if any, shall be canceled as of the Closing Date. Purchaser has the right to walk through the Property prior to Closing to verify that the physical condition of the Property is in substantially the same condition as of the date of execution of this Agreement. In the event of any condemnation of the Property or any part thereof prior to Closing which, in the opinion of Purchaser, would have an adverse impact upon Purchaser's intended use of the Property, Purchaser may elect to terminate this Agreement upon written notice to Seller, and upon Seller's receipt of such notice, Purchaser shall have no further duties or obligations hereunder (except for any liabilities accruing prior to such termination) and the Earnest Money shall be refunded to Purchaser.

During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification to existing easements, covenants, conditions, restrictions or rights-of-way affecting the Property; (ii) any new easements, covenants, conditions, restrictions or rights-of-way affecting the Property; (iii) any zoning changes or other changes of governmental approvals; or (iv) any modifications to or future advances under any existing liens, mortgages, deeds of trust, or other encumbrances on the Property. Notwithstanding the foregoing, Seller shall have the ability to respond any governmental requests in his sole discretion, but shall provide notice of any such request to Purchaser.

11. Remedies.

(a) In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within ten (10) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may terminate this Agreement and retain the Earnest Money as liquidated damages and both parties shall be released from any further liability hereunder except for the indemnification provisions of Paragraph 16 herein. The remedies set forth in this subparagraph (a) shall be the sole and exclusive remedies of Seller in the event Purchaser shall be in default hereunder.

(b) In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after Seller's receipt of written notice thereof, then Purchaser may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser, except for the sum of \$100.00 which shall be retained by Seller as consideration for Purchaser investigating the Property, and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Seller to enforce the terms of this Agreement and be entitled to all remedies available at law or in equity, including without limitation, damages. The remedies set forth in this subparagraph (b) shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.

(c) The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

12. Notices. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by (i) electronic mail, provided a copy thereof is also sent by one of the following means within two (2) business days (ii) personally delivered or (iii) sent by registered or certified mail or by overnight delivery service, postage prepaid, return receipt requested. Notices sent via electronic mail shall be deemed effective as of the date sent by either party. Notices shall be mailed to the parties at the respective addresses as provided below:

SELLER: Highway 46 Holdings, LLC
Donald J. Hachenberger, Managing Member
c/o Donaghy Law
195 Wekiva Springs Road Suite 224
Longwood, Florida 32779
Attn: Kevin Donaghy
Email: DonHachenberger@ gmail.com

With a copy to

KPDonaghy@gmail.com

PURCHASER: Enterprise Leasing Company of Orlando, LLC
5442 Hoffner Ave.
Orlando, FL 32812
Attn: Vice President/General Manager
Email: Brian.Mogauro@ehi.com

cc: Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Real Estate Department
Email: Susan.L.Hansard@ehi.com

13. Assignment.

(a) Purchaser shall not consent to or permit any Prohibited Transfer (as defined in subparagraph (b) below) of its rights under this Agreement without obtaining, in each and every instance, the prior written consent of Seller.

(b) For purposes of this Paragraph 13, any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or agreement to do any of the foregoing) of any of Purchaser's rights in, to or pursuant to this Agreement, which occurs or is granted, accomplished, attempted, or effectuated without the prior written consent of Seller shall constitute a "Prohibited Transfer".

Notwithstanding the foregoing, Purchaser shall be permitted to assign its rights in this Agreement without Seller's consent to any subsidiary, successor or affiliated company of Purchaser or to Purchaser's parent company or to Purchaser's designated holding company and the same shall not be considered a Prohibited Transfer.

14. Utilities. Seller makes no representation as to the location or availability of sanitary sewer, water and storm sewer lines or any other utility or to the sufficiency of capacity, suitability or approval to use such lines, it being intended that Purchaser shall satisfy itself as to the location, availability, sufficiency of capacity and approvals required to use such lines during its suitability investigations as provided by Paragraph 8 hereof.

15. Miscellaneous Provisions.

(a) The representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing, shall survive the Closing and shall not be merged therein.

(b) This Agreement shall be construed under and in accordance with the laws of the state wherein the Property is located and according to its fair meaning, and not in favor of or against any party.

(c) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(d) In case any one or more of the provisions contained in this Agreement 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 provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Agreement 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 within subject matter. This Agreement cannot be amended or modified except by written agreement

signed by Purchaser and Seller and no email communications between Purchaser and Seller shall be deemed to amend this Agreement.

(f) All parties hereto pledge their good faith efforts to act in a timely and reasonable manner to consummate the transaction herein contemplated.

(g) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(h) The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the scope, extent or intent of this Agreement or any part hereof. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party's right to enforce against the other party the same or any other such term or provision.

(i) If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then as between Purchaser and Seller, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

(j) If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, fines, acts of God, natural disasters, failure of power, riots, insurrection, war, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay not to exceed in any case 60 days without the consent of Seller in writing, said consent not to be unreasonably withheld, conditioned or delayed.

(k) If the time for performance of any obligation under this Agreement expires on a Saturday, Sunday or a legal holiday, then the time for such performance shall be extended to the next succeeding day that is not a Saturday, Sunday or a legal holiday.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. In addition, each party agrees that electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law including the Federal Electronic Signatures Act or any similar state law based on the Uniform Transactions Act, and the parties hereby waive any objection to the contrary.

(m) Time is of the essence with respect to each provision of this Agreement.

(n) Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Agreement. The

parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser to enter into this Agreement.

16. Purchaser's Indemnification. In the event that this Agreement is terminated by either Purchaser or Seller prior to Closing, and notwithstanding the fact that such termination shall release Purchaser from its obligation to buy the Property, nothing herein shall be deemed to release Purchaser from any liability arising out of or connected with Purchaser's activities (or those of its employees, agents, or contractors) on the Property, including, but not limited to, its actions on the Property while exercising its rights pursuant to Paragraph 8 hereof. This provision shall survive Closing of the transaction herein contemplated and the delivery of the deed.

17. Seller's Deliveries. Within five (5) days after the Final Execution Date, Seller shall cause to be delivered to Purchaser the following:

- (a) Most recent real estate property tax and/or assessment notice;
- (b) Copy of all existing leases, if any, affecting the Property;
- (c) Copies of all warranties that may exist with respect to the Property including any warranties on equipment servicing the Property and warranties on any personal property used in connection with the Property and which is being conveyed to Purchaser;
- (d) Copy of the latest appraisal of the Property;
- (e) Any property surveys;
- (f) Copies of any prior title abstracts, title policies, title commitments or title work;
- (g) Copies of any prior environmental studies, reports or inspections or correspondence including but not limited to asbestos, PCB or other toxic or hazardous substance, underground or above ground storage tanks and/or radon gas;
- (h) Construction plans, drawings or renderings of the Property;
- (i) As-built construction plans to the Property including architectural, electrical, mechanical, and structural systems, landscaping, engineering reports and certificates of occupancy;
- (j) Copies of all contracts relating to the operation, maintenance and management of the Property; and
- (k) Copies of all insurance policies or certificates pertaining to the Property and copies of any claims which have been made in the past 2 years.

Seller represents and warrants to Purchaser the following with respect to the above- (a)-Purchaser can obtain online, (b) none exist, (c) None exist, (d) None exist, (e) None Exist, (f) None Exist, (g) None exist (h) will provide what is available for Purchaser to copy (i) same as (h), (j) None Exist (k) None exist and no claims made.

Failure of Seller to deliver such items (or a notice that any of these items are non-existing, non-applicable or unavailable) within such 5-day period shall result in the automatic extension of the Study Period for the number of days following the expiration of said 5-day period until the date said items are delivered to Purchaser.

18. FF&E Removal: Seller shall remove all such furniture, restaurant fixtures, memorabilia, restaurant and bar equipment and improvements (which include the walk in freezers and coolers) ("Restaurant FF&E) as such Restaurant FF&E are not being transferred to Purchaser. Seller shall remove all such Restaurant FF&E prior to the Closing Date. The Seller's removal of said Restaurant FF&E shall be done at Seller's sole cost and expense and in a reasonably diligent manner. Seller shall be responsible, at its sole cost and expense, for promptly repairing any and all damage occurring to the Property as a result of Seller's removal of said Restaurant FF&E. Upon Seller removing all of said Restaurant FF&E,

Seller shall provide written notice of such to Purchaser. Upon Purchaser's receipt of said notice, Purchaser shall have the right to walk through the Property to verify that the physical condition of the Property is acceptable to Purchaser. If Purchaser has any objections to the physical condition of the Property purchaser shall notify Seller in writing and Seller shall have a reasonable time period to address issues raised by Purchaser and the parties shall in good faith work to resolve any issues. Upon resolution and acceptance of the physical condition of the property any claims by Purchaser shall be limited to any material changes occurring after such acceptance but before the closing.

19. Corporate Approval. This Agreement is subject to final approval by Purchaser's parent company, Enterprise Holdings, Inc., which approval may be given or denied for no reason or for any reason whatsoever. Such approval shall be deemed given if not denied in writing on or prior to the expiration of the Study Period.

20. Exclusive Dealing. Effective as of the Final Execution Date, Seller will not offer or accept any offer for the Property for sale to any person or entity other than Purchaser, nor will Seller enter into negotiations with any other person or entity that may affect Seller's rights to sell the Property or Purchaser's ability to purchase the Property as contemplated herein. _

21. 1031 Exchange. Seller shall have the option to have the Property treated as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange provided: (i) that any additional cost incurred by Purchaser by reason of the involvement of the Property in such a tax deferred exchange, including reasonable attorneys' fees incurred by Purchaser shall be paid by Seller, (ii) that Purchaser shall not be required to incur or assume any liability as a result of the involvement of the Property in such a tax deferred exchange; (iii) that Seller hereby indemnifies, defends and holds Purchaser harmless from any liability, loss, cost, damage or expense, including but not limited to reasonable attorneys' fees and court costs incurred or claimed as a result of including the Property in such tax deferred exchange; (iv) Purchaser shall in no way be liable in any manner for any tax consequence that may be attributable to the Seller; (v) the Closing Date will not be delayed to accommodate such tax deferred exchange; and (vi) subject to the above, Purchaser agrees to execute any documents reasonably approved by Purchaser and which may be reasonably requested by the Seller to effectuate the Section 1031 exchange.

22. Expiration of Offer. If an original of this Agreement is not fully executed by Seller and Purchaser by the end of business on July 10, 2021, the offer contained in this Agreement shall be deemed withdrawn without further notice, and Seller and Purchaser shall have no obligations or liabilities under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

By this Assignment made this 4th day of October, 2022, Enterprise Leasing Company of Orlando, LLC, a Delaware limited liability company ("Assignor"), for One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto PINGREE 2000 REAL ESTATE HOLDINGS, LLC, a Missouri limited liability company ("Assignee"), all of its right, title and interest in and to that certain Purchase and Sale Agreement dated July 10, 2021, as amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated December 2021, and as the same may be further amended (collectively, the "Contract"), entered into by and between Assignor and Highway 46 Holdings, LLC, a Florida limited liability company respecting the property commonly known as 4316 West State Road 46, Sanford, Florida 32771 (Parcel 16-19-30-5AC-0000-0990) and as more particularly described in the Contract.

Assignor expressly includes in this Assignment all of its right, title and interest in and to all deposits and earnest money paid pursuant to said Contract. Assignee hereby accepts the assignment and assumes all obligations of Assignor under the Contract. Assignee shall reimburse Assignor for all said deposits and earnest moneys paid pursuant to said Contract.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment the day and year first above written.

ASSIGNEE:

Pingree 2000 Real Estate Holdings, LLC,
a Missouri limited liability company

By: 
DANIEL C. WESSALL, Manager

ASSIGNOR:

Enterprise Leasing Company of Orlando, LLC,
a Delaware limited liability company

By: 
Brian Mogauro, Vice President/General Manager

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

HIGHWAY 46 HOLDINGS, LLC,
a Florida limited liability company

Date of Seller's Execution

7/9/2021, 2021

By:  _____
DocuSigned by:
4F635B0CCEB6447...

Printed Name: Donald J. Hachenberger

Its: Managing Member

PURCHASER:

Enterprise Leasing Company of Orlando, LLC,
a Delaware limited liability company

Date of Purchaser's Execution
7/9/2021, 2021

By:  _____
DocuSigned by:
A7FDE9D51EE8AC1...

Printed Name: Brian Mogauro

Its: Vice President/General Manager

Exhibit A

Legal Description of the Property (to be replaced by the Survey)

E 1/2 OF LOT 99

(LESS RD)

ST JOSEPHS


PB 1 PG 114

From Property Appraiser Website

Exhibit B

Site Plan of the Property

HOMESEARCHFILE HOMESTEADTANGIBLEOUR OFFICEINFORMATIONDOWNLOADSLINKSCONTACT



Property Record Card


Printer Friendly

Tax Estimator

2020 Tax Bill

Parcel Information

Parcel

Owned

Property Address

Mailing

Subdivision Name

Tax District

DOR Use Code

Exemptions

16-19-30-SAC-0000-0990

HIGHWAY 46 HOLDINGS LLC


4316 W SR 46 SANFORD FL 32771

4316 W STATE ROAD 46
SANFORD, FL 32771-9005

[ST JOSEPHS](#)


01-COUNTY-TX DIST 1

21-RESTAURANT



Show MapFootprintStreet ViewDual Map

Printer Friendly w/floorprint



Prepared by: Lynne E. Huston
Brownstone Title Services, LLC
195 Wekiva Springs Road, Suite 101
Longwood, Florida 32779

Return to:
Pingree 2000 Real Estate Holdings, LLC
c/o 600 Corporate Park Drive
St. Louis, MO 63105
Attn: Real Estate Department
File Number: 2037-5489909
Parcel Identification Number: 16-19-30-5AC-0000-0990

[Space Above This Line For Recording Data]

General Warranty Deed

This General Warranty Deed made this 5th day of October __, 2022 between Highway 46 Holdings, LLC, a Florida limited liability company whose post office address is 4316 W. State Road 46, Sanford, Florida 32771, Grantor, and Pingree 2000 Real Estate Holdings, LLC, a Missouri limited liability company whose post office address is 600 Corporate Park Drive, Saint Louis, MO 63105, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, all that certain real property, together with any and all improvements, rents, profits and other appurtenant interests (hereinafter collectively referred to as the "Property") situate, lying and being in Seminole County Florida to-wit:

See Exhibit "A" attached hereto and incorporated herein.

Subject to real estate taxes for 2022 and subsequent years and those matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes (collectively, the "Permitted Exceptions").

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same unto Grantee in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Highway 46 Holdings, LLC.
a Florida limited liability company

By:

Donald J. Hachenberger, Managing Member

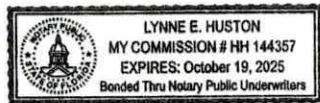
Witness Name: Kevin D. Adams

Witness Name: Lynne Huston

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of October, 2022 by Donald J. Hachenberger, as Managing Member of Highway 46 Holdings, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a valid drivers license as identification.

[Notary Seal]



Notary Public

Printed Name:

My Commission Expires:

Exhibit A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of SEMINOLE, State of Florida, and described as follows:

The East 1/2 of Lot 99, LESS the North 132.00 feet, of FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W B CAROALL'S MAP OF ST. JOSEPH'S, according to the Plat thereof as recorded in Plat Book 1, Page(s) 114, Less the East 40 feet for road right-of-way and Less right-of-way of State Road 46, of the Public Records of Seminole County, Florida.

and

The North 132.00 feet of the East 1/2 of Lot 99 of FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W B CAROALL'S MAP OF ST. JOSEPH'S, according to the Plat thereof as recorded in Plat Book 1, Page(s) 114, Less the East 30 feet for road right-of-way and Less right-of-way of State Road 46, of the Public Records of Seminole County, Florida.

Exhibit B

PERMITTED EXCEPTIONS

1. Amendment to Myers Commercial and Office Park Developer's Commitment Agreement recorded February 10, 2003 in Book 4700, Page 1199 in Seminole County records.
2. Amendment to Conditional Utility Agreement for Sewer Service with Seminole County recorded November 18, 2004 in Book 5520, Page 1515 in Seminole County records.
3. Easement in favor of Florida Power & Light Company recorded May 31, 2007 in Book 6711, Page 914 in Seminole County records.

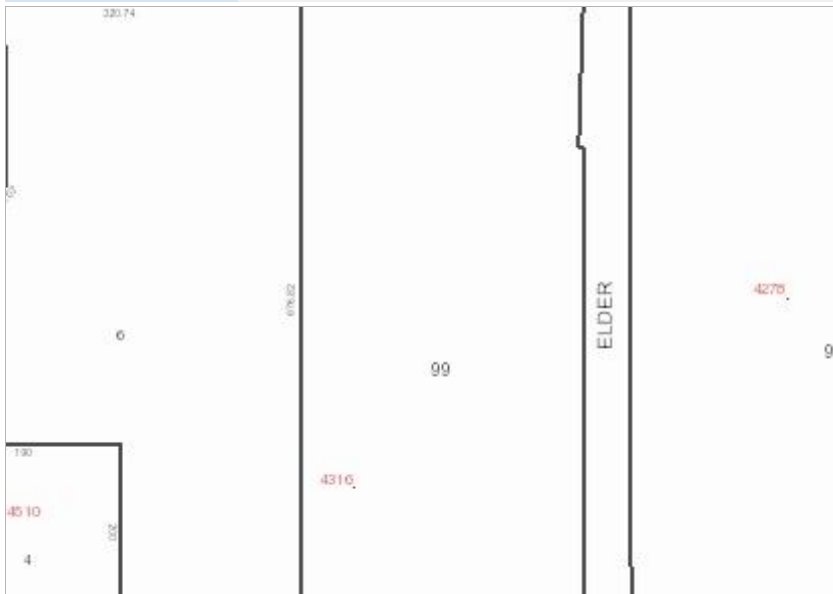
Property Record Card



Parcel 16-19-30-5AC-0000-0990
Property Address 4316 W SR 46 SANFORD, FL 32771

Parcel Information

Parcel	16-19-30-5AC-0000-0990
Owner(s)	HIGHWAY 46 HOLDINGS LLC
Property Address	4316 W SR 46 SANFORD, FL 32771
Mailing	4316 W STATE ROAD 46 SANFORD, FL 32771-9005
Subdivision Name	ST JOSEPHS
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	21-RESTAURANT
Exemptions	None
Agricultural Classification	No



Value Summary

	2023 Working Values	2022 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	3	3
Depreciated Bldg Value	\$2,631,399	\$2,637,673
Depreciated EXFT Value	\$320,276	\$317,881
Land Value (Market)	\$1,223,155	\$1,223,155
Land Value Ag		
Just/Market Value	\$4,174,830	\$4,178,709
Portability Adj		
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$4,174,830	\$4,178,709
2022 Tax Amount without Exemptions:		\$56,028.55
2022 Tax Bill Amount:		\$56,028.55
2022 Tax Savings with Exemptions:		\$0.00
<i>* Does NOT INCLUDE Non Ad Valorem Assessments</i>		

Legal Description

E 1/2 OF LOT 99
 (LESS RD)
 ST JOSEPHS
 PB 1 PG 114

Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$4,174,830	\$0	\$4,174,830
SJWM(Saint Johns Water Management)	\$4,174,830	\$0	\$4,174,830
FIRE	\$4,174,830	\$0	\$4,174,830
COUNTY GENERAL FUND	\$4,174,830	\$0	\$4,174,830
Schools	\$4,174,830	\$0	\$4,174,830

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
CORRECTIVE DEED	08/01/2006	06364	1165	\$100	No	Improved
SPECIAL WARRANTY DEED	07/01/2005	05864	1027	\$1,295,600	Yes	Improved
QUIT CLAIM DEED	09/01/1990	02221	0356	\$100	No	Improved

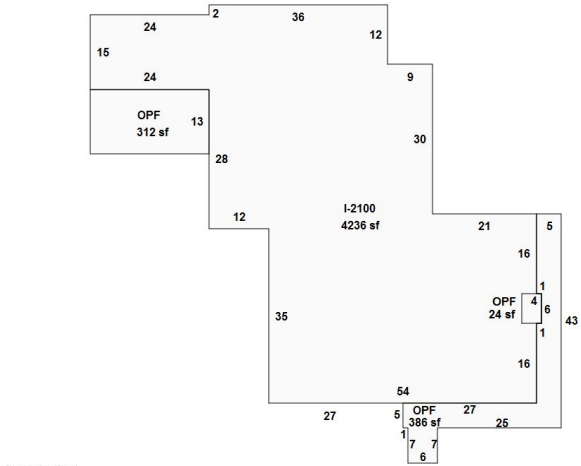
WARRANTY DEED	08/01/1988	01983	0014	\$65,000	Yes	Improved
QUIT CLAIM DEED	09/01/1986	01771	0202	\$100	No	Improved
WARRANTY DEED	08/01/1986	01758	0174	\$55,000	Yes	Improved
WARRANTY DEED	01/01/1977	01147	0470	\$23,500	Yes	Improved
WARRANTY DEED	01/01/1973	00982	1206	\$46,500	Yes	Improved

Land

Method	Frontage	Depth	Units	Units Price	Land Value
SQUARE FEET			211253	\$5.79	\$1,223,155

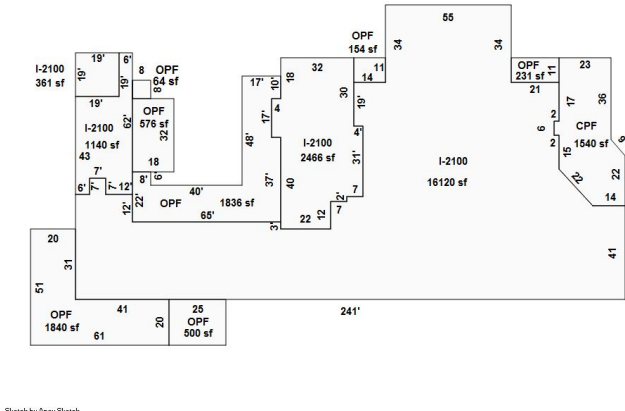
Building Information

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value	Appendages	
1	WOOD BEAM/COLUMN	2008	1	4236.00	WOOD-HARDBOARD WITH WOOD OR METAL STUDS	\$405,749	\$491,817	Description	Area



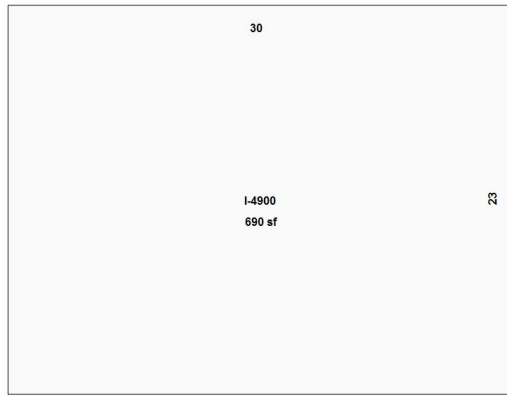
Building 1 - Page 1

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value	Appendages	
2	MASONRY PILASTER .	2008	1	20087.00	CONCRETE BLOCK-STUCCO - MASONRY	\$2,210,312	\$2,679,166	Description	Area



Building 2 - Page 1

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value	Appendages	
3	WOOD BEAM/COLUMN	2008	1	690.00	NO WALLS	\$15,338	\$18,591	Description	Area



Sketch by Apex Sketch

Building 3 - Page 1

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
08275	2 STORAGES (1 @ 600', 1 @ 480'); NO ELECTRICAL; PAD PER PERMIT 4312 W SR 46	County	\$1,000		9/6/2000
07211	ELECTRICAL FORE IRRIGATION WELL - GASSEY JACKS; PAD PER PERMIT 204 N ELDER RD	County	\$2,505		6/29/2007
06353	CHAIN-LINK FENCE; PAD PER PERMIT 4330 W SR 46	County	\$29,600		6/12/2007
07214	ELECTRIC FOR LIFT STATION - GASSEY JACKS; PAD PER PERMIT 200 N ELDER RD	County	\$2,436		6/29/2007
09210	ELECTRICAL; PAD PER PERMIT 4310 W SR 46	County	\$17,155		8/16/2007
06578	DRY CHEMICAL FIRE SYSTEM - GASEY JACK'S	County	\$2,300		6/18/2007
06164	INSTALL FIRE SPRINKLERS	County	\$84,359		5/25/2006
05152	INSTALL FIRE SPRINKLERS	County	\$11,015		5/3/2006
01268	INSTALL FIRE ALARM SYSTEM - GASSEY JACK'S; PAD PER PERMIT 4310 W SR 46	County	\$960		2/5/2008
09007	ELECTRICAL - GASSEY JACKS	County	\$17,155		8/10/2007
10992	IRRIGATION SYSTEM - GASSEY JACKS; PAD PER PERMIT 198 N ELDER RD	County	\$44,000		10/3/2007
01446	INTERIOR ALTERATION; PAD PER PERMIT 4310 W SR 46	County	\$28,000		2/11/2008
10895	RELOCATE EXISTING WOOD CABIN ON SITE & CONSTRUCT NEW 1175 SF FRAME ADDITION; PAD PER PERMIT 4310 W SR 46	County	\$144,740	2/25/2008	9/29/2003
09990	RANGE HOOD SUPPRESSION SYSTEM - GASSY JACK'S	County	\$1,200		9/6/2007
12006	DEMOLITION	County	\$20,000		10/24/2003
02614	WALL SIGN - SMOKEHOUSE; PAD PER PERMIT 4310 W SR 46	County	\$2,450		3/13/2008
02586	MECHANICAL & CONDENSOR	County	\$25,000		3/14/2007
02587	MECHANICAL & CONDENSOR; PAD PER PERMIT 4310 W SR 46	County	\$14,000		3/14/2007
06159	2 MONUMENT & 5 WALL SIGNS - GASSEY JACK'S	County	\$50,000		6/9/2008
00208	SIGN	County	\$2,000		1/12/2009
10741	INSTALL FIRE ALARM SYSTEM	County	\$8,161		10/23/2008
09514	INSTALL FIRE ALARM SYSTEM - ST JOSEPH'S	County	\$13,957		8/17/2006
08316	INSTALL ICE MACHINE; PAD PER PERMIT 4310 W SR 46	County	\$1,600		8/7/2008
11772	GARAGE BAR	County	\$47,000	4/3/2009	12/3/2008
01960	INSTALL FIRE ALARM SYSTEM; PAD PER PERMIT 4310 W SR 46	County	\$6,355		2/27/2007
00214	AWNING	County	\$13,838		1/12/2009
00211	AWNING SIGN - GASSY JACK'S	County	\$680		1/12/2009

02479	ADD 1 STROBE TO EXISTING FIRE ALARM SYSTEM - ENTERTAINMENT GARAGE BAR	County	\$500		4/3/2009
10730	INSTALLING FLAG POLE	County	\$2,400		9/27/2007
02947	ADD 2.75 KP CYLINDER TO EXISTING WET CHEMICAL FIRE SUPPRESSION SYSTEM AMERFEX; PAD PER PERMIT 4310 W SR 46	County	\$900		4/20/2011
11877	1500 GALLON GREASE TRAP	County	\$16,000		10/13/2016
09708	GASSEY JACK'S RESTAURANT	County	\$1,533,566	12/8/2008	8/28/2003

Extra Features

Description	Year Built	Units	Value	New Cost
POLE LIGHT STEEL 1 ARM	03/01/2008	20	\$23,560	\$23,560
WALKS CONC COMM	03/01/2008	14,964	\$37,878	\$60,604
IRON FENCE	03/01/2008	3,030	\$16,040	\$25,664
ALUM FENCE	03/01/2008	1,684	\$5,347	\$8,555
FIREPLACE 3	03/01/2008	1	\$5,625	\$9,000
PATIO CONC COMM	03/01/2008	1,170	\$2,962	\$4,739
PATIO CONC COMM	03/01/2008	673	\$1,704	\$2,726
FIREPLACE 2	03/01/2008	1	\$3,750	\$6,000
COMMERCIAL ASPHALT DR 3 IN	03/01/2008	74,508	\$142,496	\$227,994
STUCCO WALL	03/01/2008	472	\$1,997	\$3,195
STONE WALL	03/01/2008	360	\$2,478	\$3,964
PATIO CONC COMM	03/01/2008	756	\$1,914	\$3,062
POLE LIGHT STEEL 2 ARM	03/01/2008	5	\$15,400	\$15,400
6' CHAIN LINK FENCE	01/01/2007	318	\$1,510	\$3,231
IRON FENCE	01/01/2007	9,882	\$50,221	\$83,701
BRICK WALL	03/01/2008	642	\$4,077	\$6,523
STONE WALL	03/01/2008	482	\$3,317	\$5,307

Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
PD	Higher Intensity Planned Development – Target Industry	HIPTI	Planned Development

Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
34.00	FPL	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	NA	NA	NA	NA

Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 5 - Andria Herr	Dist 7 - Stephanie Murphy	Dist 29 - Scott Plakon	Dist 9 - Jason Brodeur	6

School Information

Elementary School District	Middle School District	High School District
Region 1	Markham Woods	Seminole

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10/21/22 SEMINOLE COUNTY GOVERNMENT - PROJECT FEES RECEIPT16:25:16
 PROJ # 22-06000046 RECEIPT # 0334390
 OWNER: HIGHWAY 46 HOLDINGS LLC
 JOB ADDRESS: 4316 W SR 46 LOT #: 0990

SITE PLAN	5701.75	5701.65	.10
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TOTAL FEES DUE.....:	5701.75		
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AMOUNT RECEIVED.....:		5701.65	
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* DEPOSITS NON-REFUNDABLE *
 ** THERE IS A PROCESSING FEE RETAINAGE FOR ALL REFUNDS **

COLLECTED BY: PDHP01	BALANCE DUE.....:	.10
CHECK NUMBER.....:	000000326051	
CASH/CHECK AMOUNTS...:	5701.65	
COLLECTED FROM:	ENTERPRISE HOLDINGS	
DISTRIBUTION.....:	1 - COUNTY 2 - CUSTOMER 3 - 4 - FINANCE	

*

10/24/22 SEMINOLE COUNTY GOVERNMENT - PROJECT FEES RECEIPT13:06:59
PROJ # 22-06000046 RECEIPT # 0335664
OWNER: HIGHWAY 46 HOLDINGS LLC
JOB ADDRESS: 4316 W SR 46 LOT #: 0990

SITE PLAN .10 .10 .00

TOTAL FEES DUE .10

AMOUNT RECEIVED .10

* DEPOSITS NON-REFUNDABLE *
** THERE IS A PROCESSING FEE RETAINAGE FOR ALL REFUNDS **

COLLECTED BY: DRMB02 BALANCE DUE .00
CHECK NUMBER: 0000000000
CASH/CHECK AMOUNTS .10
COLLECTED FROM:
DISTRIBUTION: 1 - COUNTY 2 - CUSTOMER 3 - 4 - FINANCE