



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: March 12, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Assistant Manager *AF*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Lease Agreement and Addendum to Lease File No. 2046 by and between 701 E South, LLC and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the lease, as needed

PROJECT: Housing and Community Development, 701 East South Street
Orlando, Florida 32801
Lease File #2046

District 5

PURPOSE: To continue to provide office space for the Housing and Community Development Division.

ITEMS: Lease Agreement
Cost: Year 1 - \$13,317.30 total rent per month
Year 2 - \$13,580.69 total rent per month
Year 3 - \$13,850.50 total rent per month
Year 4 - \$14,126.74 total rent per month
Year 5 - \$14,409.41 total rent per month
Size: 7,709 square feet
Term: Five years
Options: Two, five-year renewals

Addendum to Lease File No. 2046
Credit: \$23,154.18

BUDGET: Account No.: 0001-068-1730-3620 (20%)
1232-068-1736-3620 (20%)
5900-068-9927-3620 (20%)
5900-068-9936-3620 (20%)
7705-068-7679-3620 (20%)

APPROVALS: Real Estate Management Division
Housing and Community Development Division
County Attorney's Office
Risk Management Division

REMARKS: County currently leases 7,709 square feet of office space for the Housing and Community Development Division at 701 East South Street, Orlando, under a lease approved by the Board on June 15, 2004, as amended and extended.

This Lease Agreement provides for a new term of five years, provides for two additional five-year renewals, outlines lessor improvements to modernize the look of the space, and updates insurance requirements.

In addition to this Lease Agreement, the Addendum to Lease File No. 2046 (Addendum) outlines a rent credit owed to County. During the final lease year of County's current lease, Lessor purchased the building and began construction in vacant space on the first floor. While completing the construction, Lessor damaged part of County's leased space and County removed employees from this affected space while Lessor completed repairs. The Addendum serves to outline the reimbursement to County for the County's inability to use the space during such repairs.

The terms and conditions of this Lease Agreement are materially consistent with the terms and conditions of the prior lease.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 24 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease Agreement”) is made effective as of the date last executed below (the “**Effective Date**”) and entered by and between **701 E SOUTH, LLC**, a Florida limited liability company (the “**Lessor**”), and **ORANGE COUNTY, FLORIDA**, a chartered county and political subdivision of the State of Florida (the “**Lessee**”). The Lessor and the Lessee may be individually referred to as the “**Party**” or collectively referred to as the “**Parties.**”

RECITALS:

WHEREAS, this Lease Agreement is in regards to property consisting of 7,709 square feet located within the building at 701 E. South Street, Orlando, Florida, Suites 100, 200, and 300 including the uninhibited and exclusive access to the Lobby located on the first floor of such building; and

WHEREAS, the Lessee is currently in possession of the Leased Premises (hereinafter defined) pursuant to a Lease that terminated on December 9, 2019 (the “**Expired Lease**”); and

WHEREAS, the Lessee is currently occupying the Leased Premises beyond the expiration of the Lease Term and the tenancy has been extended on a month-to-month basis under the same terms and conditions of the Expired Lease as was provided for in Section 25 (“**Holdover**”) of the Expired Lease; and

WHEREAS, the Lessor warrants that it is the fee-simple owner of the Leased Premises with all rights and privileges required to assume the responsibilities, duties, and obligations of this Lease Agreement; and

WHEREAS, the Lessor is willing to enter into a new lease with the Lessee; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Lease Agreement are:

1. This Lease Agreement;
2. **Exhibit A:** The property deed;
3. **Exhibit B:** Sketch of the Leased Premises and Parking; and
4. **Exhibit C:** Rent Schedule.

Section 3. Property. The Lessor has fee-simple ownership in the property located at 701 E. South Street, Orlando, Florida, pursuant to the deed attached to this Lease Agreement as **Exhibit "A"** (the "**Property**").

Section 4. Lease and License; Use of Leased Premises.

A. **Lease and License.** The Lessor, in consideration of the payments to them by the Lessee of the rents contained in this Lease Agreement, do hereby agree to:

1. Lease to the Lessee 7,709 square feet located within the building on the Property, more specifically described as: Suites 100, 200, and 300 (the "**Leased Premises**") and more specifically detailed as attached in **Exhibit "B."**
2. Grant to the Lessee:
 - a. The exclusive right, license, and privilege of uninhibited access and use of the lobby located on the first floor of the building on the Property; and
 - b. The non-exclusive right, license, and privilege of access to any common areas located within and around the Leased Premises.

B. **Use of Leased Premises.** Lessee may use the Leased Premises as an office and related space.

Section 5. Term.

A. **Term.** The term of this Lease Agreement shall commence on the date last executed below (the "**Lease Effective Date**") and shall expire five years thereafter (the "**Lease Term**").

B. **Lessee's Options.** This Lease Agreement provides the Lessee with the following options:

1. **Optional Renewal Term(s).** Lessee shall have two five-year options to renew this Lease Agreement at Lessee's option (each a "**Renewal Term**"). The rate for the first year of each Renewal Term will be equal to the rate for the immediately-preceding yearly period. The rate for subsequent years shall escalate annually by two percent (2%) per year. Thereafter, Lessor and Lessee may, but shall not be required to, renew this Lease Agreement in five year consecutive terms (each a "**Future Renewal Term**"), which must be entered into by written agreement and executed by both parties. The rate for the first year of each Future Renewal Term

will be equal to the rate for the immediately-preceding yearly period. The rate for subsequent years shall escalate annually by two percent (2%) per year.

- a. **Delegated Authority.** Lessee's Manager of the Real Estate Management Division, or designee, shall have the authority to renew this Lease Agreement on behalf of County. Any such renewal shall be subject to the same terms and conditions as set forth herein, unless otherwise agreed to, in writing, by both parties.
2. **Option to Purchase the Property.** Lessee shall have, throughout the term of this Lease Agreement and any renewals to this Lease Agreement, the right of first refusal to purchase the building, should the Lessor decide to sell the property.

Section 6. Condition of the Premises.

A. Lessee agrees to accept the property in its current condition, with such acceptance being contingent on the Lessor's completion of the following work, at Lessor's sole cost and expense and to the Lessee's satisfaction, within the first ninety (90) days of the Effective Date:

1. Repair the roof leaks on the 3rd floor or replace with new roof as needed.
2. Repair/replace windows and doors that do not close/work.
3. Subflooring to be evaluated for repairing of uneven flooring and repair as necessary.
4. Repair and/or install additional lights to the side of the building. Evaluate in coordination with Orlando Utility Commission the installation of additional lighting in parking area.
5. Mitigate high humidity level on 3rd floor.
6. Repaint office to color determined by Lessee and approved by Lessor.
7. Replace carpet as necessary with the color of such carpet approved by the Lessee and the Lessor having final say as to the non-color specifications of carpet..
8. Relocate Lessee's furniture as necessary to perform items 1-7 herein. Such furniture shall be placed in substantially the same location as before such relocation. Any costs associated to damage caused by such relocation shall be borne by the Lessor or the Lessor's contractor (per a separate agreement between Lessor and Lessor's vendor).

Section 7. Rent.

A. **Rent.** Lessee shall pay rent during the Lease Term as outlined in **Exhibit "C"** attached to this Lease Agreement, subject to the adjustments made based on the Addendum regarding "Rent Credit" to be executed by both Parties as a companion document to this Lease Agreement.

B. Proration of Rent. If this Lease Agreement commences on a day other than the first of the month, the first monthly rent shall be adjusted and prorated so that Lessee shall only pay for the actual number of days in the first month of said term. If the Lease Term or Renewal Term, as applicable, terminates or expires on a day other than the last day of the month, the final monthly rent shall be adjusted and prorated so that Lessee shall only pay for the actual number of days in the final month of said term. All subsequent rental payments shall be for the full amount and shall be due and payable without demand on the first day of each month at such place as the Lessor may designate in writing.

C. Operating Expenses.

1. The total rent set forth in **Exhibit "C"** includes the annual Operating Expense Factor ("**OEF**") for the projected annual Operating and Maintenance Expenses for the Leased Premises during the first year of the lease term. Said OEF includes the total annualized cost of operating and maintaining the property, including but not limited to, utility services such as: electricity, water, sewer, trash removal, common area electricity; maintenance and repair of the interior premises and exterior building envelope, parking lot and landscaping, Real Estate Taxes and Assessments, Insurance Premiums, and other reasonable costs associated with the management and operation of the property typically associated with a "full service/gross" office lease.
2. Maintenance, Management, and Service provided by Lessor shall include: routine cleaning and maintenance of the exterior of the Leased Premises to include periodic cleaning of the windows; cleaning and sweeping the sidewalks, driveways and parking lot; maintenance of the grass and landscaped areas; interior janitorial services and supplies; periodic cleaning of carpets; the cost of utilities for the Leased Premises, interior premises, and the Common Areas of the property; routine repair and maintenance of mechanical systems (electrical, plumbing, HVAC); routine repair and maintenance of the roof and building structure; property management fees, expenses and other costs considered reasonable and customarily associated with the management of a full service office property. Lessee shall be responsible for maintenance or repair cost that are the result of its actions or negligence, such as removal of foreign objects from plumbing lines.

D. Non-Operating Expenses.

1. Costs such as depreciation, capital expenditures for equipment replacement or improvements, re-roofing, re-paving or resurfacing of the parking or driveway access, repair or replacement of sidewalks, moving or relocation expenses, legal or collection costs, remodeling costs, commissions and salaries of employees of the property shall be considered Non-Operating Expenses and shall be borne by the Lessor.

2. With the exception of the moving and relocation costs associated with any provision of this Lease Agreement where it is the Lessor's obligation to perform work on the Leased Premises or Property, any moving or relocation costs associated with work performed by the Lessee, or performed by the Lessor at the request of the Lessee, are not considered Non-Operating Expenses and shall be the Lessee's responsibility to pay.

E. **Sales and Use Taxes.** The Lessee represents to the Lessor that its rights of tenancy and occupancy under this Lease Agreement are exempt from the imposition of Florida State sales and use taxes. The Lessee shall furnish to the Lessor satisfactory proof of such exemption, and the Lessee shall not be liable for payment of such taxes for so long as the exemption is in effect.

Section 8. Care of the Leased Premises.

A. Lessee shall, throughout the lease term, properly use and care for the Leased Premises, fixtures, appurtenances, doors, windows and mechanical equipment therein. Lessee shall be responsible for the cost of repairs that result from: carelessness, omission, neglect or improper use of the facilities by its employees, licensees or invitees. Lessee shall upon termination of this lease return the premises to Lessor in the condition it was received, reasonable wear and tear attributed to normal use and/or damage from actions outside Lessee's control shall be excepted. If Lessee fails to repair any damage within ten (10) days of notification by Lessor, Lessor may, at its discretion, order the necessary repair work and bill Lessee for the cost of said repairs.

B. Lessor agrees that during the full term of the lease it will keep the exterior and structural parts of the building in good repair, and that it will maintain the mechanical systems in good operating condition. Lessor will make such repairs to the interior of the Leased Premises as are necessitated by equipment failure, roof leaks, fire or other perils covered by extended coverage clauses for which damage or loss insurance is carried by the Lessor, including interior reconstruction and/or redecoration necessitated by such fire or other perils.

C. **Utilities.** Lessor agrees to pay utility charges for the Leased Premises. Such charges will include: electricity, water, sewer, fire/life safety protection service, gross receipt taxes common area electricity or any other cost that the local utility company may add to its monthly utility bill during the duration of this lease. Lessee shall be responsible for its phone costs.

D. **Cleanliness of Premises.** Lessee will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in the Leased Premises or in or around the building of which the Leased Premises form a part. Lessee shall immediately notify Lessor and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

E. **Maintenance and Janitorial Services.** Lessor shall maintain the Leased Premises and shall be responsible for all costs of janitorial services and the maintenance, operations, system repair to the interior and exterior envelope of the building and grounds. Lessor shall additionally

be responsible for the maintenance of all common areas to include but not be limited to the parking area and landscape maintenance.

F. Fixtures, Alterations, and Improvements.

1. Lessee shall not, without Lessor's prior written consent, attach any fixtures in or to the Leased Premises or change, alter or make additions to the Leased Premises, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Leased Premises. Such prior written consent shall not be unreasonably withheld.
2. Where Lessor has approved Lessee's modifications to the Leased Premises, Lessee shall not be required to remove its modifications and restore the Leased Premises to its original condition upon Lessee vacating the Leased Premises. If however, Lessee elects to remove its modifications upon vacating the Leased Premises, then Lessee, at its expense shall restore the Leased Premises to its original condition, ordinary wear and tear excepted.
3. Lessee reserves the right to request that the Lessor performs any and all work requested by the Lessee regarding any improvements to the Property. Any such requested work shall be at the sole cost and expense of the Lessee and shall be performed in compliance with federal, state, and local laws and regulations, including but not limited to, state and local licensing and permitting requirements. Prior to commencement of the work, Lessor shall provide a copy of the cost estimate to the Lessee for approval. If such cost estimate was not approved by the Lessee prior to commencement of work, the Lessee reserves the right to only reimburse the Lessor for costs and expenses it deems reasonable.
4. The Lessor reserves the right to deny such request and require that the Lessee performs any such work itself, so long as such work being requested is not otherwise the obligation of the Lessor through this Lease Agreement.

G. Signs. Lessee shall not install or locate signs in the windows and doors of the Leased Premises or any other part of the Leased Premises or grounds without first securing Lessor's written consent, which shall not be unreasonably withheld. Any signs installed by Lessee with Lessor's permission shall be maintained in good repair and shall be removed and any building or grounds damage therefrom restored by Lessee at Lessee's expense.

Section 9. Damage to the Leased Premises.

A. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the Effective Date of this Lease Agreement and before the termination of the Lease Agreement, then in every case the rent due shall be abated or adjusted, as the case may be, *per diem* and in proportion to that portion of the Leased Premises of which Lessee shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the

improvements so damaged or destroyed. This provision shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

B. Repairs and Restoration. Lessor agrees that in the event of the damage or destruction of the Leased Premises, Lessor shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding Lessee's leasehold improvements), to substantially the condition in which the Leased Premises were immediately prior to such damage or destruction.

C. Notwithstanding the foregoing, the Lessee may cancel and terminate the Lease Agreement by sending twenty (20) days written notice of such termination to Lessor should the Lessor fail to:

1. Apply for and diligently pursue a building permit within sixty (60) days of the date of such damage or destruction, thereafter, the Lessor shall not be held responsible for schedule delays due to the municipality so long as such delay is not caused by Lessor intentionally delaying response to comments from such municipality; or
2. Complete such repairs, rebuilding, or restoration within six (6) months of such damage or destruction; or
3. Fail to abate or adjust the Lessee's rent owed to the Lessor according to the provisions of this Lease Agreement.

Section 10. Liens; Subordination; Non-Disturbance.

A. Liens. Lessee shall not at any time cause the interest of Lessor in the property to become subject in any way to any liens, including construction liens for improvements to, or other work performed in or about the Leased Premises or on behalf of Lessee. If any lien is filed against the Leased Premises for work or materials claimed to have been furnished to Lessee, Lessee shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after written notice from Lessor. Further, Lessee shall indemnify, defend and hold Lessor harmless from any damage or loss, including reasonable attorneys' fees incurred by Lessor as a result of any liens or other claims arising out of or related to work performed in or about the Leased Premises by or on behalf of Lessee. Lessee shall notify contractor making improvements to the Leased Premises that the interest of the lessor in the Leased Premises shall not be subject to liens for said improvements to or other work performed in or about the Leased Premises by or on behalf of Lessee

B. Subordination. The Lessor has entered into an agreement with Florida Community Loan Fund (the "**Lender**") and as such, the Lessee shall agree to subordinate its tenants' rights to Lender, as mortgagee. This Lease Agreement, and the Lessee's interest hereunder, are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Property by Lessor, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such

mortgages, liens, or encumbrances, and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.

C. **Non-Disturbance.** The above notwithstanding, with respect to Security Devices entered into by Lessor after the execution of this Lease Agreement, the Lessee's subordination of this Lease Agreement shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease Agreement, including any available options to renew, will not be disturbed so long as Lessee is not in breach of this Lease Agreement. Further, within sixty (60) days after the execution of this Lease Agreement, the Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Property upon which the Leased Premises are located. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said sixty (60) days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

Section 11. Assignment and Subletting. Lessee reserves the right to assign or encumber its interest in this Lease Agreement, or in the Leased Premises, or to sublease all or any part of the Leased Premises, to other County or State service providers to occupy or use all or any part of the Leased Premises without Lessor's prior approval. Lessee shall provide Lessor one hundred eighty (180) days' prior written notice of such assignment or sublet.

Section 12. Lessor's Right of Entry. Lessor and Lessor's authorized representative shall, upon at least forty-eight (48) hours' notice to Lessee or Lessee's authorized representative, have the right to enter the Leased Premises for any of the following purposes: to determine whether the Leased Premises are in good condition and whether Lessee is complying with its obligation under this lease; or, to serve, post or keep posted any notices required or allowed under the provisions of this Lease Agreement or, to make repairs to the Leased Premises. Lessor shall have the right to waive such notice requirement in an emergency situation. Lessor shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of Lessor's entry on the Leased Premises, except damage resulting from the acts or omissions of the Lessor or its authorized representatives.

Section 13. Insurance.

A. Lessee shall maintain "all-risk" property insurance, including furniture, fixtures and equipment, for the full replacement value of such property. Likewise, Lessor shall maintain "all-risk" property insurance, including loss of rental income, covering the building and other related structures and its personal property together with the value of any tenant improvements made to, on or within the Leased Premises for the full replacement value of such property and any income in connection therewith. Notwithstanding anything stated to the contrary herein, each party hereby agrees to waive and release the other from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage is covered by its respective insurance whether or not said insurance was in effect as required. Each party also agrees to require its respective insurance carrier to provide a waiver of subrogation in favor of

the other party. In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by the Lessee of the Leased Premises, then the entire increase in insurance cost shall be paid by Lessee in a lump sum within thirty (30) days following receipt of invoice from the Lessor. Any increase in insurance premiums payable by Lessor during the lease term due to changes in insurance rate or insurable value shall be reimbursed, to the extent of Lessee's pro-rated share of such increase, by the Lessee and shall be payable in a lump sum within thirty (30) days following receipt of a periodic invoice from Lessor, provided however no reimbursement by Lessee shall be owed during the first full year of Lessee's initial lease term.

B. Lessee shall procure and maintain at its expense throughout the term of this lease, the following insurance policy(s):

1. General liability insurance in an amount not less than \$1,000,000.00 to cover the Lessee, Lessor and any others designated by Lessor against liability for injury and/or death of any persons or persons and for damage to personal property occasioned by or arising out of any construction, condition, use or occupancy of the Leased Premises.
2. Fire/casualty and extended coverage insurance in an amount not less than \$1,000,000.00 to cover the full replacement value of Lessee's furniture, equipment, supplies and any other property owned, leased, held or possessed by it. Said general liability policies shall carry the name of the Lessee as the named insured and Lessor as additionally insured as their respective interest may appear and Lessee shall provide Lessor with a certificate of insurance prior to the lease commencement date and shall exhibit receipts showing payment of premiums on request from Lessor. Such policy shall further provide that the insurer shall not cancel, alter or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to Lessor.

C. In lieu of the insurance required above, permission is hereby granted to Lessee to self-insure with limits as stipulated in Section 768.28, Florida Statutes (as amended), and provide a certificate of insurance evidencing its insurance or self-insurance.

Section 14. Default.

A. **Lessee's Default.** It shall be an event of default by Lessee ("**Event of Default**") if:

1. Lessee fails to pay when due any Base Rent, Additional Rent, or any other sum of money which Lessee is obligated to pay, as provided in this Lease Agreement.
2. Lessee breaches or fails to perform any other agreement, covenant or obligation in this Lease Agreement not expressly described in this Default Provision and such breach or non-performance is not remedied within fifteen (15) days after the Lessor gives the Lessee notice specifying the breach or non-performance, or if such breach or non-performance cannot, with due diligence, be cured within

fifteen (15) days, Lessee does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach or non-performance within a reasonable period of time after the notice; provided, however, if such breach or failure constitutes a violation of applicable laws, Lessee's right to cure shall not exceed the cure period provided by applicable laws.

3. Lessee files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing.
4. Lessee makes any transfer in fraud of creditors as defined in Section 548 of the Code (as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors.
5. Lessee vacates or abandons the Leased Premises.
6. Lessee transfers this Lease Agreement or any interest of Lessee whether voluntarily or by operation of law except as permitted in the "Assignment and Subletting" provision of this Lease Agreement.
7. This Lease Agreement or any part of the Premises is taken by process of law and is not released within fifteen (15) days after a levy;
8. Lessee becomes insolvent or executes an assignment for the benefit of creditors; convenes a meeting of its creditors or any significant class thereof for purposes of effecting a moratorium upon or extension or composition of its debts; or if Lessee generally fails to pay its debts as they mature, or the occurrence of any of the foregoing with respect to any Guarantor, if any, of Lessee's obligations;
9. The admission in writing by Lessee (or any general partner of Lessee if Lessee is a partnership), that it is unable to pay its debts as they mature or it is generally not paying its debts as they mature;
10. Any event which is expressly defined as or deemed an Event of Default under this Lease Agreement.

B. Lessor's Remedies. If an Event of Default occurs under this Lease Agreement, the Lessor may then or at any time thereafter, either:

1. Without further notice or other proceedings except as required by Florida law:
 - a. Terminate Lessee's right to possession and reenter and repossess the Leased Premises or any part and expel Lessee and those claiming through or under Lessee and remove the effects of both without being deemed

guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of this Lease Agreement. Should Lessor reenter or take possession pursuant to legal proceedings or any notice provided for by Florida law, Lessor may, from time to time, without terminating this Lease Agreement, re-let the Leased Premises or any part, either alone or in conjunction with other portions of the Building, for such periods (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Leased Premises) as Lessor, in its sole discretion, determines and Lessor may collect the rents therefor. Unless otherwise provided by Florida law, Lessor is not in any way responsible or liable for failure to re-let the Leased Premises, or any part thereof or for any failure to collect any rent due upon such re-letting. If there is other unleased space in the Building, Lessor may lease such other space without prejudice to its remedies against Lessee. No such re-entry, repossession or notice from Lessor, or any other acts or omissions of Lessor, including maintenance, preservation, efforts to re-let the Leased Premises, or appointment of a receiver, shall be construed as an election by Lessor to terminate this Lease Agreement unless specific notice of such intention is given Lessee. Lessor reserves the right following any reentry and/or re-letting to exercise its right to terminate this Lease Agreement by giving Lessee notice, in which event this Lease Agreement will terminate as specified in the notice, or at Lessor's option.

2. Give Lessee notice of termination of this Lease Agreement on the date specified and, on such date, Lessee's right to possession of the Leased Premises shall cease and the Lease Agreement will terminate except as to Lessee's liability as hereafter provided as if the expiration of the term fixed in such notice were the end of the Term.

Section 15. Early Termination. Lessor and Lessee understand that the rent for this lease is funded by Federal, State and other sources and agree to allow for its early termination with 180 days prior written notice should said funding be discontinued for any reason prior to the expiration date herein specified.

Section 16. Access to Facility and Leased Premises.

A. **Access to Leased Premises.** The Lessee shall have unlimited and exclusive access to the Leased Premises. The Lessor shall have no liability to the Lessee, its employees, volunteers agents, invitees, or licensees for losses due to theft or burglary (unless caused by the negligent acts or omissions of the Lessor or its authorized agent) or for damages done by unauthorized persons on the Leased Premises, and the Lessor is not required to insure against any such losses. The Lessee shall cooperate fully in the Lessor's efforts to maintain security within the Leased Premises and shall follow all regulations promulgated by the Lessor with respect thereto.

B. **Parking.** The Lessor hereby grant to the Lessee use of 38 parking spaces adjacent to and/or located upon the property surrounding the building in which the Leased Premises are located. Said parking to be designated as per **Exhibit "B"** for the sole use of Lessee's employees and clients at all times during which the Lessee operates it facility. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the Lessor, and Lessee shall enforce this restriction against Lessee's employees, agents, visitors, licensees, invites, contractors and customers.

C. **Keys to Leased Premises.** The building on the Property currently has locks that are owned and maintained by the Lessee. Lessor shall re-key the building on the Property within thirty (30) days of the Effective Date of this Lease Agreement. Such rekeying shall be at a time mutually agreed upon by the Lessor and Lessee, with the Lessee removing their locks and the Lessor installing locks to be owned, keyed, and maintained by the Lessor. Once the locks have been changed pursuant to this provision:

1. The Lessor shall be responsible for issuing keys to the Lessee; and
2. The Lessee shall notify the Lessor of any need to replace keys and/or change the locks and shall be solely responsible for the cost of replacing lost keys and/or changing the locks if such actions are performed at the Lessee's request.

Section 17. Interruption of Service. Lessor does not warrant that any services to be provided by Lessor, or any third party, will be free from interruption due to causes beyond Lessor's reasonable control. In the event of temporary interruption of services or unavoidable delays in the making of repairs by a third party, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises nor render Lessor liable to Lessee for damages. Unavoidable delays shall be deemed to included delays in the performance of any of the obligations this Lease Agreement resulting from acts of God, strikes, lockouts or other disturbances; acts of civil disobedience; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

Section 18. Indemnification.

A. To the fullest extent permitted by law, the Lessor shall defend, indemnify and hold harmless the Lessee its officials and employees from any and all losses and expenses, claims and damages, demands, suits or other actions or any liability whatsoever, including reasonable attorney's fees and costs arising out of or resulting from the performance or failure to perform their operations, obligations and responsibilities associated with the operation, use, care and maintenance of the Leased Premises.

B. To the fullest extent permitted by Section 768.28, Florida Statutes, the Lessee shall release, defend, indemnify and hold harmless the Lessor, its officials and employees from all losses and expenses, claims and damages, demands, suits or other actions or any liability

attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the Lessor's negligent performance associated with the operation, care, use and maintenance of the Leased Premises. Nothing contained herein shall constitute a waiver of the Lessee's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

C. The foregoing shall not constitute an agreement by either the Lessee or the Lessor to assume liability for the acts, omissions and/or negligence of the other Party.

Section 19. Party Relationship. The Lessee's relationship with the Lessor shall be that of a tenant and landlord, respectively. Nothing contained in this Lease Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the Lessee and the Lessor. The Lessee's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the Lessor for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Lease Agreement.

Section 20. Redelivery of Leased Premises. The Lessee shall, on the expiration of this Lease Agreement, deliver the Leased Premises in as good order and condition as received on the Lease Effective Date with the exception of reasonable use and ordinary wear and tear of the Leased Premises. The Lessee shall promptly surrender all keys to the Leased Premises to the Lessor.

Section 21. General Provisions.

A. **Compliance.** Lessor understands that Lessee has government mandated requirements for approving leases. Lessor acknowledges and agrees to comply with the legal requirements for lease execution applicable to lessee.

B. **Recording.** This Lease Agreement may not be recorded in the appropriate County/City recording offices.

C. **Validity.** It is understood and agreed that in the event any provision of this Lease Agreement shall be adjudged, decreed, held or ruled to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

D. **Warranty of Quiet Enjoyment.** Lessee, upon keeping and performing the covenants of this Lease Agreement to be performed by Lessee, shall peacefully and quietly hold, occupy, and enjoy said premises during said term without any let, hindrance or molestation by Lessor or any persons lawfully claiming under Lessor.

E. **Holdover.** In the event Lessor and Lessee are negotiating in good faith a renewal, extension, option, or new lease for the Leased Premises, and the Lessee remains in the Leased Premises beyond the expiration or earlier termination of the Lease Term, the tenancy may be

Project: Housing and Community Development, 701 East South Street

Lease File #2046

extended on a month to month basis under the same terms and conditions of this Lease Agreement at the rental rate in effect during the last 30 days of the Lease Term.

F. **Radon Gas - Notice to Prospective Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

G. **Governing Law.** The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease Agreement.

H. **No Consent to Sue.** The provisions, terms, or conditions of this Lease Agreement shall not be construed as consent of the Federal Government or any other non-Party entity to be sued because of said lease hold.

I. **Severability.** If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this lease which is illegal, invalid or unenforceable, there shall be added as a part of this lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

J. **Litigation and Venue.** In the event a party deems it necessary to take legal action to enforce any provision of this Lease Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In the event of litigation, each party shall be responsible for its own attorney and other related legal fees and expenses.

K. **Compliance with Laws and Regulations.** Lessee shall comply with all Federal, State, County and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee or the business at any time thereon transacted by the Lessee, and Lessee shall comply with all reasonable rules which may be hereafter adopted by Lessor for the protection, welfare and orderly management of the Leased Premises and its lessees or occupants.

L. **Eminent Domain.** If the whole or any part of the property of which the Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the Lessee cannot continue to operate in the Leased Premises, then the term of this Lease Agreement shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall belong solely to and be solely the property of the Lessor and the Lessee shall not seek any apportionment of such award.

M. **Headings.** The headings or captions of articles, sections, or subsections used in this Lease Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Lease Agreement.

N. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Lease Agreement.

O. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Lease Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Lease Agreement as stated.

P. **No Third Party Beneficiaries.** Nothing in this Lease Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties, and the respective successors and permitted assigns of the parties, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Lease Agreement.

Q. **Written Modification.** Unless otherwise explicitly stated in this Lease Agreement, no modification of this Lease Agreement shall be binding upon any party to this Lease Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Lease Agreement.

Section 18. Entire Lease Agreement. This Lease Agreement, and any attached or incorporated documents set forth in this Lease Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Lease Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Project: Housing and Community Development, 701 East South Street
Lease File #2046

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

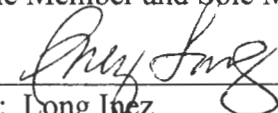
Signed, sealed and delivered
in the presence of:

“Lessor”
701 E SOUTH, LLC, a Florida limited liability
company

Witness:  _____

By: **BLACK BUSINESS INVESTMENT, FUND, INC.**, a Florida nonprofit corporation
Its Sole Member and Sole Manager

Print Name: Duane Lewis

By  _____
Name: Long Inez
Its: President and CEO

Witness:  _____

Print Name: DONNA DINGLE

Date: 3/3/2020

Project: Housing and Community Development, 701 East South Street
Lease File #2046

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

“Lessee”
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
fd Orange County Mayor
Date: MAR 24 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk
Printed Name: Katie Smith
Date: MAR 24 2020

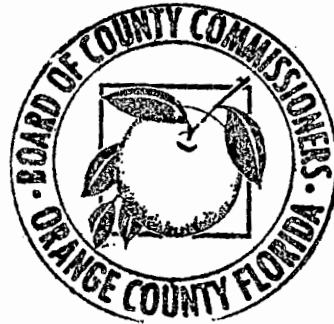



EXHIBIT "A"
THE PROPERTY

Prepared and return in
Veronica Anderson, Esquire
Anderson and Associates, P.A.
225 N. French Avenue
Nanford, Florida 32771

DOC# 20190748374
11/27/2019 01:32:58 PM Page 1 of 2
Rec Fee: \$18.00
Doc Doc Tax: \$9.75
DOR Admin Fee: \$8.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
FD - Ret To: ANDERSON AND ASSOCIATES P


\$ 10.00

Property appraiser Parcel Identification (Folio) Numbers: 23-22-29-4712-00-000

QUIT CLAIM DEED

THIS INDENTURE, made this 10th day of May, 2019, by BLACK BUSINESS INVESTMENT FUND, INC., a Florida corporation whose post office address is 301 E. Pine Street, Suite 175, Orlando, Florida 32801, herein after known as the "Grantor", and 701 E. SOUTH, LLC, a Florida Limited Liability company whose post office address is 301 E. Pine Street, Suite 175, Orlando, Florida 32801, hereinafter known as the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto said Grantee forever, all the right, title, interest, claim, and demand with the Grantor has in and to the following described property in the County of ORANGE, State of Florida, to wit:

Legal Description: SEE ATTACHED EXHIBIT "A"

Subject to covenants, restrictions, easements of record, and taxes for the current year This is not the homestead property of the grantor. To Have and to Hold, the above described premises, with the appurtenances, unto Grantee, Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

Witness Signature: [Signature]
Witness Printed Name: Sandra C. Martorelli

[Signature]
Inez Long as President, Black Business Investment Fund, Inc - Grantor

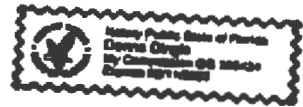
Witness Signature: [Signature]
Witness Printed Name: J.J. [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of May 2019, by Inez Long, President, Black Business Investment Fund, Inc., who is personally known to me or who has/have produced drivers license(s) as identification

My Commission expires.

[Signature]
Printed Name: DAWNA DUNN
Notary Public
Serial Number 66-380924



Project: Housing and Community Development, 701 East South Street
Lease File #2046

20190749374 Page 2 of 2

20190117020 Page 3 of 3

EXHIBIT "A"

Parcel 1: (FEE SIMPLE ESTATE)

Lots 5 and 6 and the West 140 feet of Lot 7, Lake Olive Shores, according to the map or plat thereof as recorded in Plat Book R, Page 19, of the Public Records of Orange County, Florida.

Less and Except that portion conveyed to the City of Orlando, a municipal corporation existing under the laws of the State of Florida, by virtue of Right of Way Deed recorded in Official Records Book 3627, Page 946, of the Public Records of Orange County, Florida, being more particularly described as follows:

The South 10 feet of Lots 5 and 6 and the West 10 feet of Lots 6 and 7, Lake Olive Shores, as recorded in Plat Book R, Page 19, of the Public Records of Orange County, Florida.

Parcel 2: (NON-EXCLUSIVE EASEMENT ESTATE)

Together with the non-exclusive easements reserved and created by Right of Way Deed recorded April 9, 1985 in Official Records Book 3627, Page 946, of the Public Records of Orange County, Florida.

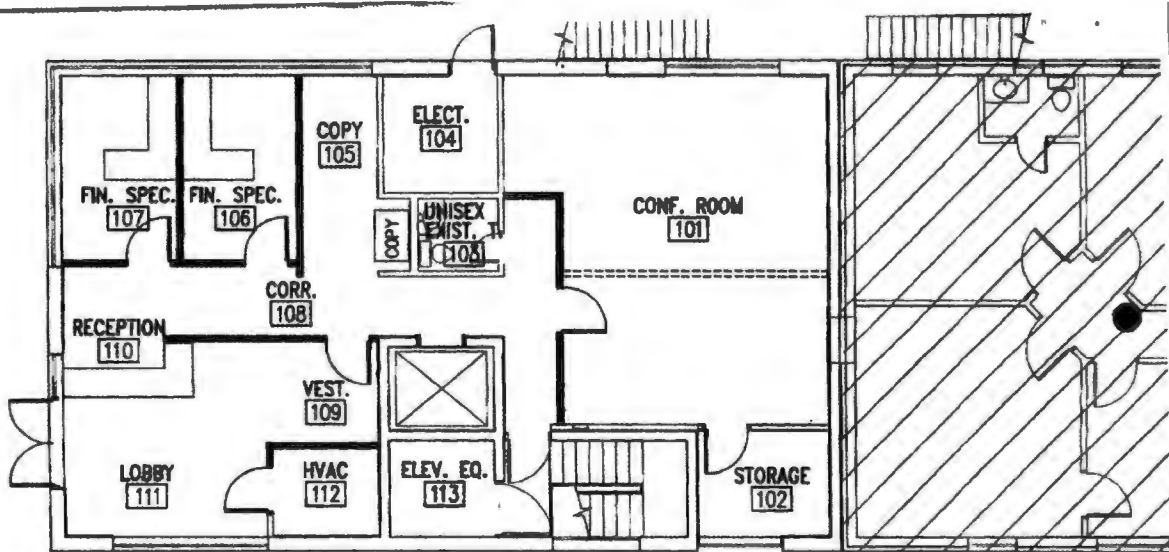
- 3 -

\\1099311 - 8 13272991.v1

Project: Housing and Community Development, 701 East South Street
Lease File #2046

(intentionally deleted)

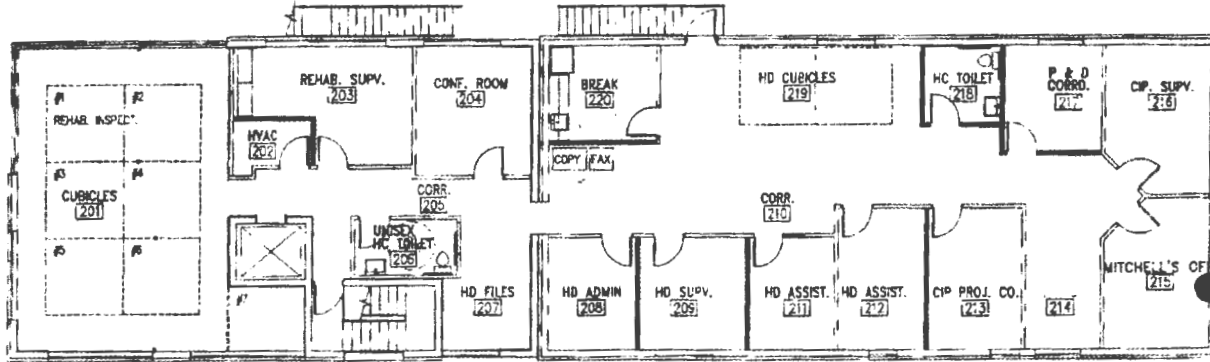
EXHIBIT "B"
THE LEASED PREMISES



1
A2.1

NEW FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

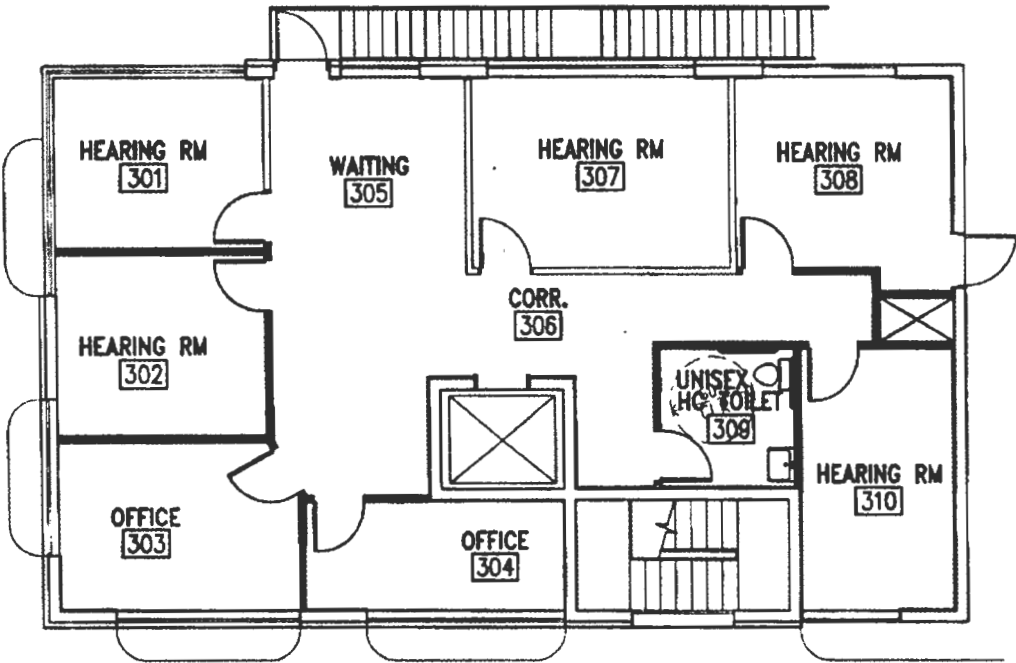
EXHIBIT A (1 OF 4)



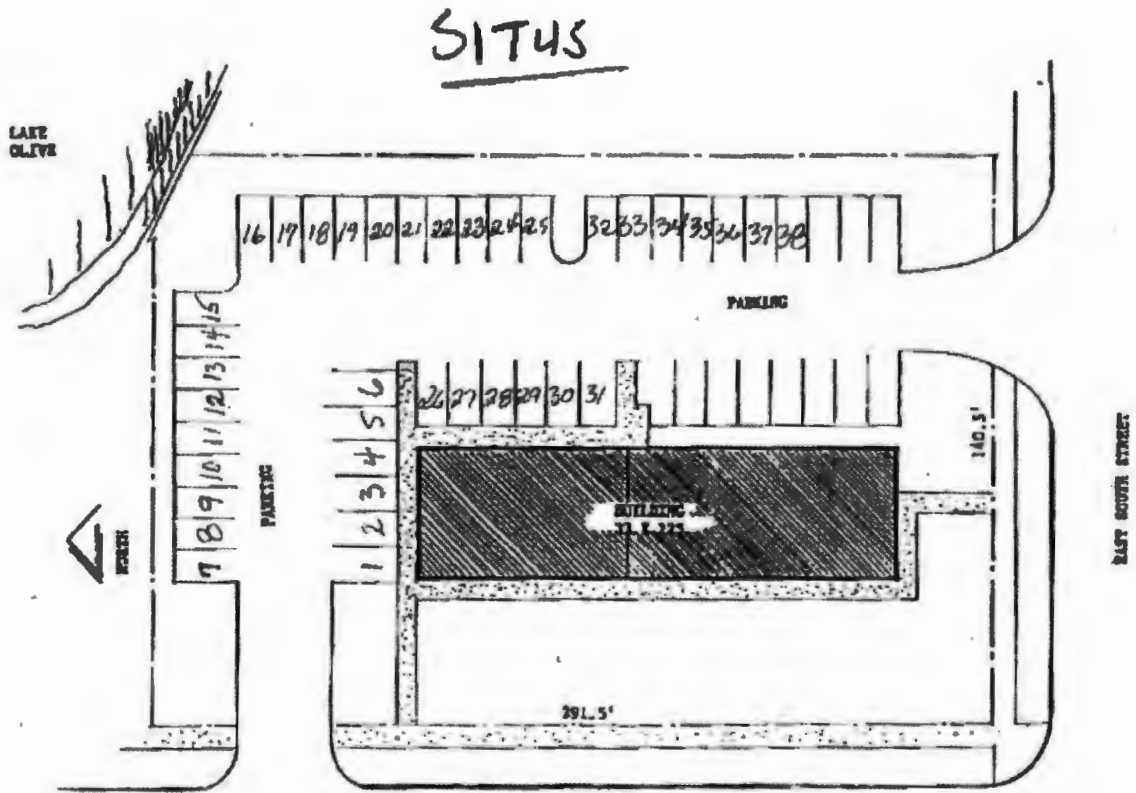
2 NEW SECOND FLOOR PLAN
A2.1 SCALE: 1/8" = 1'-0"

EXHIBIT A (2 OF 4) *OK*

WALLS AND BEAMS MAY OCCUR THROUGH OUT SPACES. EXACT LOCATION CANNOT BE DETERMINED AT THIS TIME



3
A2.1 | **NEW THIRD FLOOR PLAN**
SCALE: 1/8" = 1'-0"



BUILDING SITE PLAN



C:\DOCUME~1\CTSPRO~1\CBC\LOCALS~1\Temp\701 E. South Inspection Report1.doc

EXHIBIT "C"
RENT SCHEDULE

Total Square Footage – 7,709			
Lease Year	Rent Per Square Foot	Annual Rent	Monthly Rent
1	\$20.73	\$159,807.57	\$13,317.30
2	\$21.14	\$162,968.26	\$13,580.69
3	\$21.56	\$166,206.04	\$13,850.50
4	\$21.99	\$169,520.91	\$14,126.74
5	\$22.43	\$172,912.78	\$14,409.41

ADDENDUM TO LEASE FILE NO. 2046

between

ORANGE COUNTY, FLORIDA

and

701 E. SOUTH, LLC

related to

Provision of Rent Credit to the County

THIS ADDENDUM (“Addendum”) is made effective as of the date last executed below (the “**Effective Date**”) and entered by and between **701 E SOUTH, LLC**, a Florida limited liability company (the “**Lessor**”), and **ORANGE COUNTY, FLORIDA**, a chartered county and political subdivision of the State of Florida (the “**Lessee**”). The Lessor and the Lessee may be individually referred to as the “**Party**” or collectively referred to as the “**Parties.**”

RECITALS:

WHEREAS, the Lessor and Lessee have a valid and current “**Lease Agreement**” (File No. 2046) pertaining to property consisting of 7,709 square feet located within the building at 701 E. South Street, Orlando, Florida, Suites 100, 200, and 300 including the uninhabited and exclusive access to the Lobby located on the first floor of such building (the “**Leased Premises**”); and

WHEREAS, Lessor and Lessee acknowledge and agree that during the term of the previous lease between the Lessor and Lessee, the Lessor’s contractor, while performing remodeling work for Lessor, caused damage to the building on the Property such that the Lessee was deprived of its use of a portion of such Leased Premises; and

WHEREAS, the Lessor agrees to compensate the Lessee for its deprivation and loss of use between the dates of March 15, 2019 and September 5, 2019 (the “**Deprivation Period**”), on account of such damage and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged pursuant to the terms of this Addendum; and

WHEREAS, both Parties acknowledge and agree that entering into this Addendum for Rent Credit was a material consideration for the Lessee regarding its willingness to enter into the current Lease Agreement with the Lessor.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Addendum, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

Section 2. Addendum Effective Period. The “Addendum Effective Period” shall begin upon the date of execution of this Addendum by the last signing party (the “Effective Date”) and shall automatically terminate when the County receives the “Rent Credit Amount” (as later defined) due to it in full (the “End of the Effective Period”).

Section 3. Addendum Effect. For the duration of the Addendum Effective Period, the Lease Agreement’s terms regarding Rent owed to the Lessor superseded are controlled by this Addendum. Any Lease Agreement terms not in conflict with the letter or spirit of this Addendum shall remain in full force and effect.

Section 3. Rent Credit.

A. Compensation to the Lessee for the Deprivation Period shall be in the form of a Rent Credit to be calculated on a *per diem* basis for the entirety of the Deprivation Period. The *per diem* rate by which the Rent Credit accrued was \$133.07 as calculated below:

Damaged Area:	2,343 square feet
Rent (at the time of deprivation):	\$20.73 per square foot
Annual Rent of Affected Area: (Affected Area x Rent)	\$48,570.39
Daily Rent of Affected Area: (Annual Rent / 365 days)	\$133.07

B. The Lessor completed repairs to the Leased Premises on September 5, 2019, thus ending the Deprivation Period. As there were 174 days within the Deprivation Period, the Rent Credit owed to the Lessee is \$23,154.18 (\$133.07 x 174 days).

C. The amount of Rent Credit owed to the Lessee (i.e. \$23,154.18) shall be credited against the Lessee’s rent due on a rolling basis for each month of the Lease Term of the current Lease Agreement that exists between the Lessee and Lessor until the Lessee is fully compensated for such Rent Credit.

Section 4. No Representations. Each Party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Addendum. Neither Party has relied upon any representations or statements made by the other party which are not specifically set forth in this Addendum.

[SIGNATURES ON FOLLOWING PAGES]

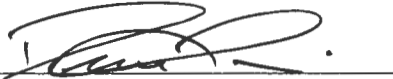
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

“Lessor”

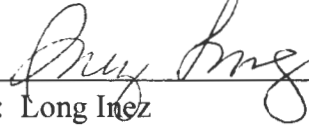
701 E SOUTH, LLC, a Florida limited liability
company

Witness:



By: **BLACK BUSINESS INVESTMENT, FUND,
INC.**, a Florida nonprofit corporation
Its Sole Member and Sole Manager

By



Name: Long Inez

Its: President and CEO

Print Name:

Quane Lewis

Witness:



Print Name:

DONNA DINGLE

Date:

3/3/2020

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers and parties thereunto duly authorized.

“Lessee”
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: MAR 24 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Printed Name: Katie Smith

Date: MAR 24 2020

