



Legislation Text

File #: 24-1548, **Version:** 1

Interoffice Memorandum

DATE: October 8, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Ana Alves, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Lease Agreement between Sea World of Florida LLC and Orange County, Florida, and authorization for authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided by the Lease Agreement, as needed for Orange County Sheriff's Office Substation Sector V - Sea World, 6817 Westwood Boulevard, Orlando, Florida 32821. Lease file 2045. District 1. **(Real Estate Management Division)**

PROJECT:

Orange County Sheriff's Office Substation Sector V - Sea World
6817 Westwood Boulevard
Orlando, Florida 32821
Lease File 2045

PURPOSE: To continue to provide a satellite office for the Orange County Sheriff's Office Sector V operations.

ITEM:

Lease Agreement
Term: Four years
Cost: \$5,500 per month for the first term of the Lease
Option: Two, two-year renewals
Size: 2,825 square feet

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BUDGET: Account No.: 0001-043-0201-3620

REVENUE: None

FUNDS: NA

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Orange County Sheriff's Office

REMARKS: Orange County currently leases 2,825 square feet of office space located at 6817 Westwood Boulevard, Orlando, Florida 32821 for Orange County Sheriff's Office Sector V operations under a Lease Agreement approved by the Board on September 15, 1993, as amended by First Amendment of Lease approved September 13, 2005, and Second Amendment of Lease approved August 17, 2010, and Third Amendment of Lease approved April 26, 2011, and Fourth Amendment of Lease approved June 15, 2015.

Orange County Sheriff's Office is building a new facility for Sector V and this new Lease Agreement will continue to provide office space at this location until the new facility is completed.

ACCEPTED
BY, ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 29 2024

LEASE AGREEMENT
between
SEA WORLD OF FLORIDA LLC
and
ORANGE COUNTY, FLORIDA

THIS LEASE AGREEMENT (“Lease Agreement”) is entered into by and between **SEA WORLD OF FLORIDA LLC**, a limited liability company organized under the laws of the State of Florida, located at 6240 Sea Harbor Drive, Orlando, Florida 32821 (the “**Lessor**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”). The County and Lessor may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County supports the Orange County Sheriff’s Office (“**OCSO**”) in its mission to provide professional public safety and security services within Orange County, Florida and its surrounding communities by entering into lease agreements on behalf of OCSO; and

WHEREAS, OCSO currently operates substations in various locations throughout Orange County to further advance its mission of providing professional public safety and security services within Orange County; and

WHEREAS, one such substation currently operated by OCSO is the Sector V Substation in the Tourism Corridor of Orange County located at 6817 Westwood Boulevard, Orlando, Florida 32821 (the “**Substation**”); and

WHEREAS, the Lessor owns the property on which the Substation is located and is willing to lease a portion of the property to the County for OCSO’s continued operation of the Substation; and

WHEREAS, the County has determined that entering into this Lease Agreement with Lessor will enable OCSO to provide important public safety and security services to the community by ensuring OCSO has a presence in Orange County’s Tourism Corridor.

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:** Legal Description of Facility;
3. **Exhibit B:** Sketch of the Leased Premises;
4. **Exhibit C:** Common Areas and Facilities;
5. **Exhibit D:** Maintenance Responsibilities;
6. **Exhibit E:** Parking; and
7. **Exhibit F:** Tenant Improvements

Section 3. Property and Facility. The Lessor is a limited liability company organized under the laws of the State of Florida with a fee simple ownership in the property located at 6817 Westwood Boulevard, Orlando, Florida 32821. The Legal Description of the portion of the Property attached to this Lease Agreement upon which the County, pursuant to this Lease Agreement, will have both an exclusive leasehold interest and a non-exclusive license to use and access as more specifically described in the *Legal Description of Facility* attached to this Lease Agreement as **Exhibit “A”** (the **“Facility”**), Exhibit **“B,”** and Exhibit **“C”**.

Section 4. Lease and License.

A. The Lessor, in consideration of the payments or rents made to it by the County as described in this Lease Agreement, does hereby agree to:

1. Exclusively lease to the County the space further described in the *Legal Description of the Facility* and the *Sketch of the Leased Premises*, both of which are attached to this Lease Agreement as **Exhibit “A”** and **Exhibit “B,”** respectively (the **“Leased Premises”**); and
2. Grant to the County the right, license, and privilege of accessing and using the common areas and facilities located within and around the Leased Premises, as described in the *Common Areas and Facilities* attached to this Lease Agreement as **Exhibit “C.”**

Section 5. Term.

A. **Term.** The term of this Lease Agreement shall commence on _____, 2024 (the **“Lease Effective Date”**) and shall expire _____, 2028 (**“Lease Term”**).

B. **Renewal.** County may renew this Lease Agreement for no more than two (2) additional, consecutive terms not to exceed two (2) years each (each a **“Renewal Term”**), by providing written notice to the Lessor at least one hundred twenty (120) calendar days prior to the expiration of the applicable term.

C. **Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a memorandum of lease, sign estoppel certificates, to sign amendments to this Lease Agreement and the authority to execute any termination notice to this Lease Agreement.

Section 6. Rent.

A. **Rent.** County agrees to pay Lessor at the Office of Lessor, or at such place designated by Lessor, without any demand therefore and without any deduction or setoff whatsoever, as a fixed minimum rent, hereinafter referred to "Minimum Rent" the sum of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) in advance upon the first day of each month during the primary term of this Lease Agreement and subject to the adjustments set forth herein. Lessee is exempt from paying sales tax on rent.

B. **Renewal Term.** The monthly Minimum Rent during the first 2-year renewal term shall be Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$5,750.00). The monthly Minimum Rent during the second 2-year renewal term shall be Six Thousand OneThree Hundred and 00/100 Dollars (\$6,100.00).

C. **Late Rental Payment.** If the County defaults by failing to make a Rent payment to the Lessor by the first business day of the month, the Lessor will provide the County with written notice, in accordance with the Notices section of this Lease Agreement, requiring the payment of Rent within twenty (20) business days of the County's receipt of the Lessor's notice to give the County an opportunity to cure this default.

D. **Sales and Use Taxes.** The County 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 County shall furnish to the Lessor satisfactory proof of such exemption, and the County shall not be liable for payment of such taxes for so long as the exemption is in effect.

Section 7. Care, Repair, Utilities, and Cleanliness.

A. **Care of Leased Premises.** The Lessor shall be responsible for all costs and maintenance, operations, and system repair associated with the Leased Premises as described in the *Maintenance Responsibilities* attached to this Lease Agreement as **Exhibit "D."** Should the Lessor fail to comply with and fulfill its responsibilities regarding the maintenance of the Leased Premises as described in the *Maintenance Responsibilities*, the County may meet those obligations on behalf of the Lessor.

1. Prior to exercising its right under this provision to meet the Lessor's obligations, the County shall provide five (5) business days written notice to the Lessor in order to provide the Lessor with an opportunity to correct any such failure.
2. The County reserves the right to invoice the Lessor for the fair market value of any action taken, or service provided, by the County under this provision.

B. **Repair of Leased Premises.** Notwithstanding the obligations set forth in the *Maintenance Responsibilities*, the Lessor shall be liable and responsible for maintaining and keeping the building and structure located on the Leased Premises in good repair and for any and all expenses and costs associated with such maintenance including (but not limited to): operating expenses, expenses related to maintaining the building envelope and interior improvements, operating systems repair and replacement costs, landscaping and grounds maintenance costs, real estate costs, property and ad valorem taxes, and insurance costs.

C. **Utilities of Leased Premises.** The County shall promptly pay all telephone bills for the Leased Premises, which service the County shall cause to be installed at its own expense. The Lessor shall pay all charges for water, sewer, gas, electricity, light, and other utilities jointly metered with other premises in the Facility. The County shall not use the water and sanitary systems for any purpose other than normal office use and shall at all times during the Term (both when the premises are occupied and unoccupied) maintain the temperature in the Leased Premises sufficient to ensure that the pipes within the Leased Premises do not freeze. The Lessor shall not be liable in damages or otherwise to the County should the furnishing of any utility or any other services to the Leased Premises (whether or not furnished by Lessor) be interrupted, reduced or altered by any cause whatsoever other than Lessor's gross negligence or willful act.

D. **Cleanliness of Leased Premises.** County shall provide janitorial services to the Leased Premises. The County will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in or on the Leased Premises. The County shall immediately notify the Lessor and any and all 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 Leased Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance. Such corrective action shall be at the County's own expense.

E. **Tenant Improvements.** No later than 60 days after the Lease Effective Date, the Tenant Improvements referred to in Exhibit F, shall be completed at Lessor's sole cost. In the event County requests additional construction projects to improve the Leased Premises and Lessor agrees to complete said projects, Lessor shall complete the improvement projects to County's specifications. County will reimburse Lessor for Lessor's actual and reasonable design, engineering, permitting, and construction costs incurred for the additional County Improvements. Lessor's construction management fee will be capped at a maximum of 5%.

Section 8. Lease Restrictions.

A. **Permitted Use.** The County may use the Leased Premises for the purpose(s) contemplated by this Lease Agreement, including as a substation for OCSO activities (the "**Permitted Use**"). The County may use the Facility for purposes related to the Permitted Use with Lessor's consent, which shall not be unreasonably withheld or delayed. The County shall not have the right to install jail cells in the Leased Premises or to detain persons under arrest for more than a reasonable time before transferring them to appropriate holding facilities. The Leased Premises shall not be used

for any illegal purposes, to create any nuisance or trespass, or so as to vitiate the insurance coverage or increase the rate of insurance on the Facility.

B. Fixtures and Alterations. The County shall not alter or make additions to the Leased Premises, nor attach or affix any article to the Leased Premises, nor permit any sound device that could be considered loud or annoying, or in any manner deface the Leased Premises, without the written consent of the Lessor or as provided for in this Lease Agreement. The County shall not build, construct, change, modify, or otherwise make any interior improvements to any building or structure on the Leased Premises, or attach any fixtures in or to the Leased Premises without securing Lessor's written consent.

C. Signs. The County shall not install or locate signs on any part of the Leased Premises without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. Any signs installed by the County with the Lessor's permission shall be maintained in good repair and shall be removed at the County's expense, and any building or grounds damage caused by the sign shall be restored by the County at its own expense.

D. Lessor's Right of Entry.

1. The Lessors, and any authorized representatives of the Lessor, shall, upon at least twenty-four (24) hours' notice to the County, have the right to enter the Leased Premises: (1) in order to determine whether the Leased Premises are in good condition and whether the County is complying with its obligations under this Lease Agreement; or (2) to make repairs to the Leased Premises. The Lessor may disregard such notice requirement in emergency situations only. The Lessor shall not be liable in any manner for any inconvenience, disturbance, or nuisance arising out of the Lessor's entry on the Leased Premises, except for damage resulting from the acts or omissions of Lessor or its authorized representatives.
2. Notwithstanding the foregoing, the Lessor acknowledges that the County may have some secured areas within the Leased Premises to which the Lessor's access will be limited. Unless an emergency requires otherwise, the Lessor will not enter into the County's secured areas without prior authorization from OCSO. The County agrees to cooperate with Lessor in respect to its need to enter the secured areas.

E. Laws, Regulations, Permitting, and Licensing. The parties shall comply with all Federal, State, and local ordinances, rules, and regulations in any way related to the Permitted Use of the Leased Premises or any associated operations. Additionally, the County shall comply with all reasonable requests made by the Lessor for the protection, welfare, and orderly management of the Leased Premises. Nothing in this Lease Agreement shall be construed to relieve either party of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable. The parties shall maintain all required permits and licensing needed for operation of the Leased Premises.

Section 9. Access to Leased Premises.

A. **Access to Leased Premises.** The County shall have unlimited and exclusive access to the Leased Premises. The Lessor shall have no liability to the County, 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 County 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 grants to the County non-exclusive use of the general parking facilities and exclusive use of parking spaces for OSCO personnel as further described in *Parking* attached to this Lease Agreement as **Exhibit "E."** The Lessor shall ensure that parking is available to the County, its employee, volunteers, and clients during the times that the County operates at the Leased Premises. Said parking must include, but not be limited to, the County's trailers and vehicles.

C. **Keys to Leased Premises.** The Lessor shall ensure that the County has access to the Leased Premises by providing the County with any necessary keys, codes, or other tools or information necessary to access the premises no later than the Lease Effective Date. The Lessor shall be responsible for the changing of locks for the Leased Premises and any associated costs.

Section 10. Interruption of Service.

A. **Force Majeure.**

1. The Lessor does not warrant that any services to be provided by the Lessor, or any third party, will be free from interruption due to unavoidable delays or causes beyond the Lessor's reasonable control.
2. Unavoidable delays shall be deemed to include delays in the performance of any of the obligations under the terms of 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.
3. In the event of unavoidable delays in the making of repairs by the Lessor or a third party, the Lessor will notify the County within ten (10) business days of such unavoidable delay, in writing, of: (1) the unavoidable delay; and (2) the anticipated date upon which such repairs shall be completed. Should the Lessors provide such notice to the County, the unavoidable delay shall not be deemed an eviction or disturbance of County's use and possession of the Leased Premises nor render Lessor liable to the County for damages.

4. If such unavoidable delay results in the County being unable to occupy the Leased Premises for the Permitted Purposes for a period longer than sixty (60) calendar days, the County may voluntarily terminate this lease with no further obligations to the Lessor.

B. Loss of Use.

1. If the Leased Premises become partially or wholly untenable, through no fault of the County, due to causes that do not fall within the Force Majeure provision above, the Lessor has the obligation to repair the Leased Premises to the same or substantially similar condition as they were received on the Lease Effective Date within a reasonable period of time. Should the County believe that the Lessor is not upholding their obligations to repair the Leased Premises, the County shall notify the Lessor of such in writing.
2. The parties shall meet and mutually agree upon a date, in writing, that the Leased Premises will be restored to a wholly tenable condition that is in a same or substantially similar condition to the Leased Premises as they were received on the Lease Effective Date (“**Expected Tenable Date**”). Both parties agree that they shall act in good faith in the establishment of a reasonable Expected Tenable Date.
3. If the parties cannot mutually agree upon an Expected Tenable Date in writing, the default Expected Tenable Date will be thirty (30) calendar days from the date of the Lessor’s receipt of the County’s notice of untenability.

Section 11. Insurance.

A. Without waiving its sovereign immunity or the limitations of Section 768.28 of the Florida Statutes, the County shall procure and maintain at its expense throughout the term of this Lease Agreement the following insurance coverage. Coverage may be through a self-insurance program or commercial insurance which the Lessor finds acceptable.

1. Commercial General liability insurance in an amount not less than \$1,000,000.00 to cover the operations of the County and any claims associated with 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. All-risk property insurance in an amount not less than \$1,000,000.00 to cover the full replacement value of the County’s furniture, equipment, supplies and any other property owned, leased, held or possessed by the County.

B. The County shall provide Lessor with a certificate of insurance prior to the lease commencement date and at every renewal throughout the term of this Lease Agreement. All

commercial policies shall 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 said insurer to Lessor.

Section 12. Indemnification.

A. To the fullest extent permitted by law, the Lessor shall defend, indemnify and hold harmless the County, 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 County 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 the County's negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the County's negligent performance associated with the operation, care, use and maintenance of the Leased Premises. Nothing herein is intended to act as a waiver of the County's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and notwithstanding anything in this Lease Agreement to the contrary shall the County be liable to Lessor under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Lease Agreement and are not confined to tort liability.

Section 13. Party Relationship. The County'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 County and the Lessor. The County'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 14. Termination.

A. **Termination for Convenience.** Either party shall have the right to terminate this Lease Agreement by giving six (6) months' advance written notice to the other party at any time during the Term or Renewal Terms of this Lease Agreement.

B. **Termination for Cause.** The failure of either party, its employees, or contractors to comply with any covenant or condition of this Lease Agreement shall constitute a breach of this Lease Agreement and deem the breaching party in default. In the event of default by either party, the non-defaulting party will provide the defaulting party written notice of default specifying the nature of the default and an opportunity to cure. The defaulting party shall cure the default within

thirty (30) calendar days from the date the defaulting party receives notice, or within a reasonable timeframe as mutually agreed upon by both parties in writing. If the defaulting party fails to cure the breach to the non-defaulting party's satisfaction within the aforementioned timeframe, the non-defaulting party may terminate this agreement for cause by providing the defaulting party with a ninety (90) calendar day notice of termination.

C. **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 County cannot continue to operate in the Leased Premises, then the term of this Lease 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 Lessors and the County shall not seek any apportionment of such award.

Section 15. Redelivery of Leased Premises. The County shall, on the expiration of this Lease Agreement, deliver the Leased Premises in as good of 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 County shall promptly surrender all keys for the Leased Premises to the Lessor.

Section 16. Notices. Notices to either party provided for in this Lease Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County:

Orange County Administrator
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Real Estate Management
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

AND

Orange County Sheriff's Office
Attn: Daniel Divine, Manager Research and Development
Post Office Box 1440
Orlando, Florida 32802

To Lessor: Sea World of Florida LLC
7007 Sea Harbor Drive
Orlando, Florida 32821
Attention: Park President

AND

SeaWorld Parks & Entertainment, Inc.
9205 SouthPark Center Loop, Suite 400
Orlando, Florida 32819
Attention: General Counsel

Section 17. General Provisions.

A. **Recording.** Based on the security of OCSO and its assets, the Lessor may not record this Lease Agreement in the official public records of Orange County, Florida. Doing so would place the Lessor in breach of this Lease Agreement and shall give the County the right to terminate this Lease Agreement without owing any further rents or obligations to the Lessor.

B. **Warranty of Quiet Enjoyment.** The County, upon keeping and performing its covenants under this Lease Agreement, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during the Lease Term and Renewal Terms without any let, hindrance, or molestation by Lessor, or any persons lawfully claiming under the Lessor.

C. **Use of County Logo.** Lessor is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County as per Section 2-3, Orange County Code.

C. **Holdover.** If the County remains in the Leased Premises beyond the expiration or earlier termination of the Lease Term, or applicable Renewal Term, without a written or oral agreement extending or renewing the tenancy, then the tenancy will be extended under the same terms and conditions of this Lease Agreement (“**Holdover Tenancy**”). If the Lessor wishes to end the Holdover Tenancy, then the Lessor shall give the County sixty (60) calendar days’ written notice to vacate the Leased Premises. In such event, any rent owed by the County will be prorated from the date that the County receives the sixty (60) calendar day notice to vacate to the date that the County fully vacates the premises.

D. **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.

E. **Mold – Notice to Prospective Tenant.** The County agrees to hold Lessor harmless in the event any mold contaminants are discovered on the Leased Premises. The County understands mold is a naturally occurring microbe and that mold should pose no health threat unless

concentrated in high level in a living environment. Lessor agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.

F. **No Waiver of Sovereign Immunity.** Nothing contained in this Lease Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

G. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Lease Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Lease Agreement. The parties deem the services to be rendered pursuant to this Lease Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Lease Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

H. **Waiver.** No waiver of any of the covenants and agreements contained in this Lease Agreement or of any breach of said covenants and agreements shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements.

I. **Remedies.** No remedy in this Lease Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Lease Agreement shall preclude any other or further exercise of any right, power, or remedy.

J. **Liability.** The County shall not be liable to Lessor for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Lease Agreement or any breach by the County of this Lease Agreement, regardless of any notice of the possibility of such damages.

K. **Governing Law.** This Lease Agreement, and any and all actions directly or indirectly associated with this Lease Agreement, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

L. **Venue.** For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

M. **No Consent to Sue.** The provisions, terms, or conditions of this Lease Agreement shall not be construed as consent of the State of Florida to be sued because of said leasehold.

N. **Jury Waiver.** Each party to this Lease Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Lease Agreement.

O. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Lease Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Lease Agreement and any litigation that arises either directly, or indirectly, from this Lease Agreement.

P. **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 Lease Agreement. Neither party has relied upon any representations or statements made by the other party to this Lease Agreement which are not specifically set forth in this Lease Agreement.

Q. **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.

R. **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.

S. **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.

T. **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, the Orange County Sheriff's Office, 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.

U. **Severability.** The provisions of this Lease Agreement are declared by the parties to be severable. However, the material provisions of this Lease Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease Agreement. Therefore, should any material term, provision, covenant, or condition of this Lease Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

V. **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.

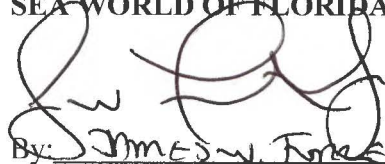
Section 18. Entire Lease Agreement. This Lease Agreement and any attached or incorporated documents set forth constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any and all prior leases, agreements,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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and Lessor have caused this Lease Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Lease Effective Date.

Lessor:

SEA WORLD OF FLORIDA, LLC


By: JAMES W. FORESTER SR.
INTERIM CFO + TREASURER

Date: 23 SEP 2024

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: 29 October 2029

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

By: Jennifer Lara-Klimetz
for Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

**EXHIBIT A
LEGAL DESCRIPTION OF FACILITY**

Lessor is fee simple owner of the Facility described below. The Facility contains the Leased Premises, which is also described in this Exhibit.

The Facility

A. Legal Description of the Facility

WESTWOOD UNIT 3 27/75 LOT 1 (LESS COMM NE COR OF LOT 1 TH RUN S10-39-41W 122.29 FT TO POB TH S10-39-41W 433.32 FT TO CURVE CONCAVE NWLY RAD 1400.81 FT DELTA 11-43-32 FOR 286.68 FT TH S22-23-13W 111.75 FT TO CURVE CONCAVE NWLY RAD 50 FT DELTA 84-52-29 FOR 74.07 FT TH N72-44-18W 288.64 FT TO CURVE CONCAVE SWLY RAD 1186 FT DELTA 07-45-19 FOR 160.53 FT TH N80-29-37W 115.46 FT TH N69-09-01W 195.16 FT TO CURVE CONCAVE NELY RAD 145 FT DELTA 84-30-45 FOR 213.88 FT TH N15-21-44E 123.35 FT TO NON-TANGENT CURVE CONCAVE NWLY RAD 2317.32 FT DELTA 12-11-28 CHORD N16-14-31E FOR 493.06 FT TH N87-30-29E 182.41 FT TH S56-29-03E 254.86 FT TH N87-30-29E 488.25 FT TH S40-54-54E 43.50 FT TO POB)

B. Sketch of the Facility

The Facility highlighted in **BLUE**

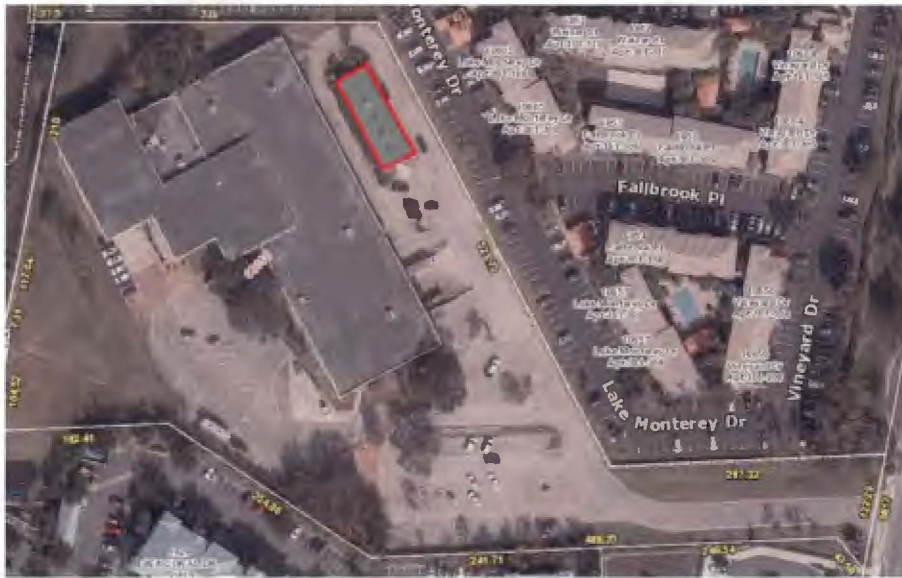


**EXHIBIT B
SKETCH OF THE LEASED PREMISES**

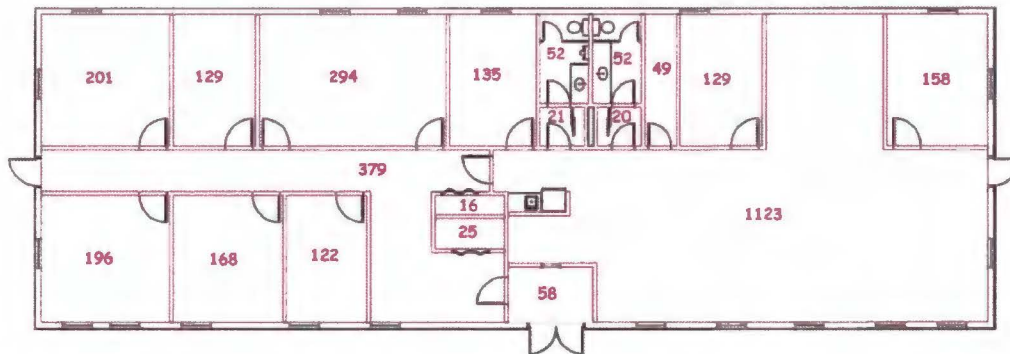
The Leased Premises is a building of approximately 2,825 square feet located at 6817 Westwood Boulevard, Orlando, Florida 32821.

Sketch of the Leased Premises

Leased Premises highlighted in **RED**



Floor Plan



**OC Sheriff's
Sector V**

**EXHIBIT C
COMMON AREAS AND FACILITIES**

A. Lessor hereby grants to County the following non-exclusive rights as appurtenances to the Facility, Leased Premises, or both, as applicable:

- i. The right of access directly to the Leased Premises through the main entrance of the Facility;
- ii. The right to park vehicles in the main parking lot adjacent to the Facility; and



**EXHIBIT D
MAINTENANCE RESPONSIBILITY**

Lessor and the County acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	Lessor or County	Comments
Cabinets, Vanities, and Countertops	Lessor	
Carpet and/or Tile (incl. Repair and Replacement)	Lessor	Deep Cleaning would be County responsibility
Changes / Additions to Building	Lessor	
Common Area Maintenance	Lessor	
Dumpsters / Trash	Lessor	
Elevators	N/A	
Exterior Cleaning	Lessor	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	Lessor	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Lessor	
Exterior Lighting (Pole and Building Fixtures)	Lessor	
Exterior Painting	Lessor	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	Lessor	
Exterior Walls, Building Envelope, and other Structural Components	Lessor	
Exterior Windows	Lessor	
Fire Alarm Systems (incl. False Alarms)	Lessor	
Fire Extinguishers	Lessor	
Generators	Lessor	
HVAC (incl. Filters, Repairs, and Replacement)	Lessor	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	Lessor	
Interior Electrical: Main Switchgear & Breakers	Lessor	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	Lessor	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	

Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	Lessor	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Lessor	
Irrigation Systems (incl. Controllers, Pumps)	Lessor	
Janitorial	County	Interior of Premises
Landscaping (incl. Debris Clean-up & Storm Drainage)	Lessor	
Life Safety / Fire Sprinklers / Fire Hood Suppression	Lessor	
Locks / Key Management	Lessor	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	Lessor	
Parking Lot and Driveway (incl. Hardscapes)	Lessor	
Pest Control (incl. removal/disposal of dead animals)	Lessor	
Roof	Lessor	
Security Systems / Cameras	County	County - Interior
Signage	Lessor	Unless County requests installation of signage, in which case such signage shall be County's responsibility
Utilities – Electrical	Lessor	
Utilities – Internet Access, Phones, IT equipment	County	At County's proportionate expense.
Utilities – Water / Sewer	Lessor	
Other:		
Other:		
Other:		
Other:		

**EXHIBIT E
PARKING**

Parking for OCSO's vehicles and visitors will be in the spaces immediately adjacent to the Leased Premises. Lessor will make reasonable efforts to accommodate additional parking in the parking area adjacent to the newest entry to the Leased Premises.

HC – Handicap Parking

V – Visitor Parking

The other spaces are for general use by the Orange County Sheriff's Office staff



EXHIBIT F
TENANT IMPROVEMENTS

1 - Parking lot – fix potholes, reseal the parking lot and restriping the parking spaces

2 - Remodel the 2 restrooms in the Leased premises, using custom millwork for cabinetry (i.e. KraftMaid, Hampton Bay) and sinks, toilets, faucets (i.e. Kohler, Moen, Delta) and LVT and wall base flooring (i.e. Ecovert or Johnsonite flooring). County shall have ability to choose colors, etc. and shall be agreed upon with Lessor.

3 – Rekey the interior doors and exterior doors. Specific plan to be determined based on the following:

- Office doors: Six offices will have a key specific to that particular office (one key each office).
- Office doors and closet: Two office doors and a closet door will have ability to use the same key (3 keys)
- Exterior and one interior door: Three exterior doors and one interior door will have the ability to use the same key (5 keys)
- Master key: Master key will control all doors. (3 keys)

4 – Landscape the exterior premises on and near the building with zero-scape type landscaping with crushed stones or rocks, or what is typical Sea World specifications.

5 – Replace carpet of the Leased premises with Milliken carpet tiles and wall base or LVT flooring (i.e. Ecovert or Johnsonite flooring). County shall have ability to choose colors, etc. and shall be agreed upon with Lessor.