



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: October 25, 2019

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

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

FROM: Jeffrey Maduro, Sr. Acquisition Agent
Real Estate Management Division *JM*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval of License Agreement between WRI-TC Marketplace at Dr. Phillips, LLC and Orange County and delegation of authority to the Real Estate Management Division to furnish notices required or allowed by the license, as needed

PROJECT: SOE Voter Parking for Southwest Branch Library
7506 Dr. Phillips Boulevard, Orlando, Florida, 32819
Lease File #3016

District 1

PURPOSE: To provide additional parking area for early voting at the Southwest Branch library.

ITEM: License Agreement
Cost: Donation
Size: Approximately 15,000 square feet
Term: March 2, 2020 – March 15, 2020
August 3, 2020 – August 16, 2020
October 19, 2020 – November 3, 2020

APPROVALS: Real Estate Management Division
Orange County Supervisor of Elections
Risk Management Division

REMARKS: The Orange County Supervisor of Elections (SOE) has requested additional parking for early voters at the Southwest Branch library during the 2020 election cycle. This is a short-term License Agreement between WRI-TC Marketplace at Dr. Phillips, LLC and Orange County for the SOE's use of a portion of the parking area at the Marketplace at Dr. Phillips, located across Dr. Phillips Boulevard from the Southwest Branch library.

All terms and conditions of this new License Agreement are materially consistent with the License Agreements between the same parties approved by the Board on February 9, 2016, and July 10, 2018, which provided for the SOE's use of a portion of the parking area at the Marketplace at Dr. Phillips for early voters during the 2016 and 2018 election seasons, respectively.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

NOV 12 2019

JH / ml
October 10, 2019

P 41010
Misc.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between "Licensor" and "Licensee" on this the 12 day of November, 2019 (the "Effective Date"), in accordance with the terms and conditions hereinafter set forth.

WITNESSETH:

ARTICLE I.

Summary of Basic Provisions and Certain Defined Terms

When used herein, the following terms shall have the indicated meanings:

1. "**LICENSOR**": WRI-TC Marketplace at Dr. Phillips, LLC
"**NOTICE ADDRESS**": P.O. Box 924133, Houston, TX 77292-4133, Attn: General Counsel
"**RENT PAYMENT ADDRESS**": P. O. Box 924133, Houston, TX 77292-4133
2. "**LICENSEE**": Orange County
"**NOTICE ADDRESS**": PO Box 1393 Orlando, FL 32802
3. "**PREMISES**": Approximately 15,000 square feet located within the Common Area of the The Marketplace at Dr. Phillip, Orlando, FL, the location of which is identified on Exhibit "A" attached hereto.
4. "**TERM**": March 2, 2020 through March 15, 2020; August 03, 2020 through August 16, 2020; and October 19, 2020 through November 03, 2020.

"**COMMENCEMENT DATE**": March 2, 2020.
"**TERMINATION DATE**": November 3, 2020.
5. "**LICENSE FEE**": \$0.00, which shall be payable on the execution date hereof
6. "**PERMITTED USE**": For use as parking area for Orange County during early voting periods.
7. "**SECURITY DEPOSIT**": \$0.00
8. "**UTILITIES**":
9. "**HOLDOVER FEE**": 0 % of the amount payable at the expiration of the stated term (calculated on a daily basis).
10. "**TERMINATION NOTICE PERIOD**": 24 hours
11. "**RELOCATION NOTICE PERIOD**": 24 hours
12. "**LICENSEE REQUIRED INSURANCE**": Permission is hereby granted to Licensee to self-insure with limits as stipulated in F.S. 768.28 and provide a certificate of insurance evidencing its insurance or self-insurance.
13. "**DOCUMENT PROCESSING FEE**": \$0.00 to be paid upon the effective date.

ARTICLE II - PREMISES. Licensor hereby grants to Licensee the right to occupy and use the "Premises" identified on Exhibit "A" attached hereto for the term hereof, subject to revocation, termination or relocation as provided in this License Agreement.

ARTICLE III - TERM. The term of this License Agreement shall commence on the Commencement Date and shall terminate on the Termination Date. Notwithstanding such term, however, Licensor shall have the right to immediately revoke and terminate this License Agreement in the event of any default by Licensee; and Licensor shall have the further right to revoke and terminate this License Agreement upon prior written notice to Licensee, such notice to be not less than the Termination Notice Period set forth in Article I.10. hereof (delivered to the Premises), even though Licensee is not in default in any way. In the event Licensor exercises its right to revoke or terminate this License Agreement prior to the expiration of the period for which licensed, Licensor shall, within thirty (30) days following such revocation or termination, refund to Licensee the prepaid unaccrued License Fee, less any sum then due by Licensee to Licensor. In the event of such revocation or termination, neither party shall have any claim against the other under this Agreement irrespective of what costs or expenses, if any, either party shall have incurred in connection with this Agreement prior to such revocation or termination, except for any obligations that expressly survive the revocation or termination of this Agreement.

ARTICLE IV - LICENSE FEE. Licensee covenants and agrees to pay to Licensor the License Fee in Houston, Harris County, Texas, at the Payment Address set forth herein. Unless specifically provided otherwise in Article I.5 above, the License Fee shall be payable on or before the first day of each calendar month, monthly in advance, during the Term plus a pro rata portion thereof for any partial month at the beginning of the Term.

If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on License fees or other amounts received by Licensor under this Agreement (herein referred to as "**Rent Sales Tax**"), then in addition to the License Fee and other payments to be made by Licensee, Licensee shall also pay the amount of such Rent Sales Tax. Rent Sales Tax shall not include any income taxes applicable to Licensor.

ARTICLE V - SECURITY DEPOSIT. Intentionally Omitted.

ARTICLE VI - USE. Licensee will use the Premises for the Permitted Use, and for no other use or purpose without the prior written consent of Licensor. Licensee will comply with all federal, state, municipal, and other laws, ordinances, rules, and regulations applicable to the Premises with respect both to construction and maintenance and operation of Licensee's business therein. Licensee will obtain all licenses and permits required for the Permitted Use and shall exhibit such licenses and permits to Licensor at any time, and from time to time, upon request. Licensee shall not commit waste or any way deface, mar, or damage the Premises. Licensee shall keep the Premises in a clean and orderly condition and remove garbage, trash, and other waste therefrom. Licensee shall maintain all equipment, merchandise and personal property placed at the Premises ("**Licensee's Property**") in a good and clean condition and promptly remove any graffiti. Upon termination of this Agreement, Licensee shall remove Licensee's Property from the Premises, remove utility lines installed by Licensee (if any), repair any damage caused by Licensee's use of the Premises or removal of Licensee's Property and utility lines, and return the Premises in "broom clean" condition with all refuse removed. Licensee will not display any sign at the Premises that has not been approved by Licensor in advance and shall remove any such sign promptly upon request by Licensor. Licensee shall not engage in or permit any practice that emits odors or noises outside the Premises. Licensee shall be solely responsible for providing security in the Premises. If as a result of the business conducted by Licensee at the Premises, Licensor, in its sole and exclusive judgment, deems it necessary to provide security in the common area, Licensor shall have the right (but not the obligation) to provide such security. In such event, Licensee shall reimburse Licensor, on demand, for the entirety of the cost of such security service, plus any administrative cost to provide such service.

ARTICLE VII - UTILITIES. No interruption or malfunction of any utility service shall constitute an eviction or disturbance of Licensee's use and possession of the Premises or a breach by Licensor of any of its obligations hereunder or render Licensor liable for damages or entitle Licensee to be relieved from any of its obligations hereunder. In the event of a power failure Licensor agrees to use reasonable efforts to have the service restored

promptly.

ARTICLE VIII - LIABILITY AND INDEMNITY. Licensee agrees to defend, indemnify and hold harmless the Licensor, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, cost and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the Licensee's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

During the entirety of the Term, Licensee shall maintain, at its own cost and expense, commercial general liability and property damage insurance with policy limits set forth in Article I.12 hereof protecting against liability arising out of Licensee's use of the Premises and placement of Licensee's Property at the Premises. Promptly upon execution of this Agreement, Licensee shall provide to Licensor a certificate of insurance evidencing such coverage.

ARTICLE IX - RELOCATION. Licensee agrees that within the time period set forth in the Relocation Notice Period, Licensee shall cease operation of its business at the Premises and relocate such operation to any other portion of the Shopping Center designated by Licensor. Upon such relocation, the new space shall for all purposes be deemed to be the Premises.

ARTICLE X - DEFAULT. In the event of any default hereunder, in addition to all other remedies available at law or in equity, Licensor shall have the right to obtain possession of the Premises with or without legal process. All claims for damages by reason of any re-entry and repossession are hereby waived. Licensee specifically agrees that Licensor shall have the right to enter the Premises at all times. If Licensee holds over after expiration of the Term, Licensee shall be liable for the Holdover Fee set forth in Article I.9 hereof. If no License Fee is payable hereunder, the Holdover Fee shall be \$500.00 per day. If the enforcement of this Agreement is placed with an attorney, Licensee shall be liable for all reasonable attorney's fees.

ARTICLE XI - NOTICES. Any notice which may or shall be given under this Agreement shall be in writing and shall be either delivered to the Notice Address of the applicable party, by hand delivery or sent by certified mail or national courier service. All notices shall be effective on the date sent.

ARTICLE XII - NOT A LEASE. Licensor and Licensee hereby acknowledge and agree that this Agreement creates a license, revocable by Licensor in accordance with the terms hereof and does not constitute a lease or easement or otherwise grant to Licensee an interest in the real estate where the Premises is located. The license granted hereunder is personal to Licensee and may not be assigned or transferred, in whole or in part, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. The prohibition against assignment includes both a voluntary assignment, a sublease and/or any assignment by operation of law.

ARTICLE XIII - NO BROKER. Licensor and Licensee each represents and warrants to the other that it has not authorized any broker or finder to act on its behalf in connection with the License granted under this Agreement. Licensor and Licensee each agree to indemnify, defend, and hold the other harmless from and against any claims, losses, damages, costs, or expenses of any kind arising out of, or resulting from, any agreement, arrangement, or understanding made by any broker or finder in connection with this Agreement.

ARTICLE XIV - PROHIBITED PERSONS AND TRANSACTIONS. Licensee represents and warrants to Licensor that Licensee is currently in compliance with, and Licensee further covenants to Licensor that Licensee shall at all times during the term of the Agreement (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled *Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*), or other governmental, regulatory, or administrative action relating thereto.

ARTICLE XV - MATTERS OF RECORD. This Agreement is made by Licensor and accepted by Licensee subject to any and all matters of record affecting the Premises or the Shopping Center.

Weingarten Realty Investors (the "trust") is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND/OR EXECUTION HEREOF SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART BY LICENSOR TO THE OTHER PARTIES HERETO.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original on the day and year first written above.

LANDLORD WITNESSES:

Name: *Rathman*
Name: *Jammyzole*

WRI-TC MARKETPLACE AT DR. PHILLIPS, LLC,
a Delaware limited liability company

By: Weingarten Realty Investors,
a Texas real estate investment trust,
Its Sole Manager

By: *Mark Schultz*
Name: Mark Schultz
Title: Associate Director of Property Management
"Licensor"

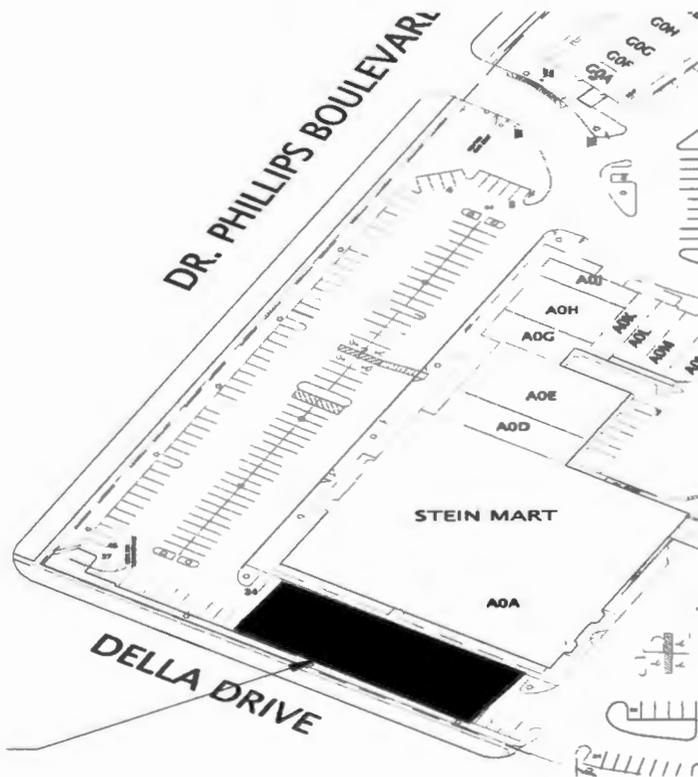
TENANT WITNESSES:

Name: *Alvin Fineman*
Name: *Terry Coluro*

Orange County

By: *Pavel Sladek*
Name: Pavel Sladek
Title: Manager, Orange County Real Estate Mgmt. Div.
"Licensee"

EXHIBIT "A"



"Premises"

"Premises"

Approx.: 15,000 s.f.

Address: ,

The "Premises" as shown hereon is for ORANGE COUNTY

Any future construction by the Licensor within the Shopping Center will not affect the validity of the Agreement covering the Premises. Licensor may elect to change the location, size layout or other details of any buildings or Common Area in the Shopping Center including, without limitation, any access points to adjacent streets or roads, and/or to construct other buildings in the Shopping Center and such changes will not affect the validity of the Agreement covering the Premises.

Licensor and Licensee acknowledge that areas shown outside the Premises (including parking and other building spaces) are for the sole purpose of establishing the location of the Premises and are not intended to limit Licensor's right to make future changes in the parking and/or building configuration in the Shopping Center.

DATE: 10/10/2019
PROJECT NO. 41010
UNIT NO.: LI07