



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: August 26, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: David Sustachek, Sr. Acquisition Agent *DS/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Warehouse Lease by and between LONGJOHN, LLC and Orange County and authorization for the Real Estate Management Division to exercise renewal options, estoppel certificates, subordinations, furnish notices, required, or allowed by the lease, as needed.

PROJECT: Office of Emergency Management Warehouse
6649 Armory Court, Unit #8, Winter Park, Florida 32792
Lease File #1040

District 5

PURPOSE: To provide climate-controlled warehouse space for storage of public awareness brochures and equipment for public preparedness presentations for the Office of Emergency Management ("OEM").

ITEMS: Warehouse Lease
Cost: \$15,300 annually / \$1,275 per month
Size: 1,200 square feet
Term: One year
Options: Three, one-year option renewal periods.

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Office of Emergency Management

REMARKS: This Warehouse Lease Agreement will provide space for the OEM at 6649 Armory Court, Unit #8, Winter Park, Florida 32792 (Premises).

The Premises is near the OEM offices and provides climate-controlled warehouse space for the storage of public awareness brochures and equipment for public preparedness presentations for the OEM.

All terms and conditions of the Warehouse Lease are materially consistent with the Warehouse Lease between the parties approved by the Board on August 22, 2017, which provided the OEM use of the warehouse space for five years through August 31, 2022.

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WAREHOUSE LEASE

THIS WAREHOUSE LEASE, dated _____, 2022, is made by and between **LONGJOHN, LLC**, a Florida limited liability company ("Landlord") and **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida ("Tenant").

WITNESSETH

Landlord and Tenant, in consideration of the following mutual covenants, have agreed as follows:

1. **DEMISE.** Landlord does lease to Tenant, and Tenant does lease from Landlord, the real property and improvements described as 1,200 square feet, more or less, located at 6649 Armory Court, Unit # 8, Winter Park, Florida 32792 ("Premises") within the property known as **U-LOCK-IT Business Center** ("Property"). As an appurtenance to the Premises, Landlord grants to Tenant a revocable, nonexclusive license to use, in common with others, all areas designated by Landlord as Common Facilities.
2. **USE.** The Premises shall be used and occupied solely as Orange County Office of Emergency Management storage of materials and equipment. Tenant shall be solely responsible to determine if the intended use complies with all governmental laws and regulations. Landlord, by execution of this Lease or otherwise, makes no representation that the intended use complies with governmental regulations.
3. **TERM.**
 - a. The Term of this Lease shall be twelve (12) months, beginning on September 1, 2022 ("Commencement Date") and ending at 5:00 PM on August 31, 2023 ("Termination Date").
 - b. **RENEWAL OPTIONS.** If the Lease has not been terminated, and if Tenant is current in payment of all sums due and performance of all other obligations under the Lease, Tenant may renew the Lease for three (3) additional terms of one (1) year each. Lease rate for the first year shall be \$15,300, payable in equal monthly installments. Rent shall increase at a rate of three percent (3%) each renewal period based on the rental paid during the previous lease year. The options must be exercised by providing written notice to Landlord no later than sixty (60) days prior to the expiration of the Lease Term. Upon failure to execute this option within the time period provided (time being of the essence), this option will terminate. All of the terms and conditions of this Lease shall apply to the renewal term except that this option to renew shall have terminated.
 - c. **Delegation of authority.** By execution of this Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Management Division Manager, or their designee, the authority to execute any permitted renewals of this Agreement.
4. **LANDLORD CONTROL OF COMMON AREAS.** All common areas provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord and Landlord may do and perform such acts in the areas as, in its good business judgment, it deems to be advisable.
5. **DELIVERY OF PREMISES.** Landlord has constructed the Premises prior to execution of this Lease and Tenant certifies that it has inspected the Premises and accepts it as is. Tenant shall not perform any additional work or make any alterations or improvements to the Premises without Landlord's prior written approval. Any work or improvement performed by Tenant shall comply with all governmental rules, regulations and requirements. Landlord reserves the right to make repairs, alterations and additions to the Premises or Property as it reasonably believes to be necessary and proper, providing a seven (7) days written notice to Tenant.
6. **DELAY OF POSSESSION. INTENTIONALLY OMITTED.**
7. **MONTHLY RENT.** For use and occupancy of the Premises, Tenant shall, without demand, pay to Landlord \$1,275.00 on the first day of each and every month during the Term of this Lease ("Monthly Rent"). If this Lease commences on a day other than the first day of the month, the first monthly installment of Monthly Rent shall be adjusted and prorated so that Tenant shall only pay rent for the actual number of days in the first month of said Term, but for all other months Tenant shall pay the full monthly installment on the first day of each and every month. Monthly Rent shall be mailed or delivered by Tenant to Landlord at P.O. Box 941483, Maitland, Florida 32794-1483, unless otherwise designated by Landlord in writing.

8. **ADDITIONAL RENT.** In addition to the Monthly Rent in Section 7, all other payments to be made by Tenant to Landlord shall be considered to be and shall become additional rent hereunder, whether or not the same is designated as such; and shall be due and payable within thirty (30) days following demand by Landlord or together with the next succeeding installment of Monthly Rent, whichever shall first occur, together with any applicable sales tax thereon; and the Landlord shall have the same remedies for failure to pay the same as for a non-payment of Monthly Rent.

9. **TENANT RESPONSIBILITY.** All alterations, decorations and improvements made by or for Tenant shall remain the property of Tenant. Upon expiration of this Lease, Landlord has the option of requiring Tenant to remove the same and restore the Premises to the way it was before the improvements. Should Landlord decide to exercise such option, Landlord shall do so at the time it approves any improvements proposed by Tenant. If Tenant does not do so, Landlord may keep the alterations, etc. and/or restore the Premises to its original condition. Tenant shall be responsible for all cost of same as well as any damage for any delay resulting from violation of this paragraph.

10. **SECURITY DEPOSIT.** No Security Deposit is required.

11. **UTILITIES.** Tenant shall pay for electric power consumed at its Premises, which shall be separately metered. Tenant is required to have electrical power service to the Premises at all times. Tenant shall not cause the electricity to be disconnected or otherwise turned off at the Premises without Landlord's written approval. Landlord provides water service to the Premises for restroom service only. Tenant is responsible for notifying Landlord of any water leaks at sink or if the commode is continuously running. If water usage is more than typical restroom service, Tenant will be billed for excess water usage.

12. **TENANT COVENANTS.** Tenant shall a) not undertake any alterations to the Premises which violate the ADA and it will, subject to the limitations set forth in Section 768.28, Florida Statutes, indemnify and hold Landlord harmless from any and all claims, damages or suits that may be brought as a result of Tenant's alleged violation of the ADA; and b) permit Landlord or its agents or employees at all reasonable times to enter into the Premises to view the condition thereof, to show them to prospective purchasers or tenants, and to inspect and make repairs, alterations, improvements or additions.

13. **MAINTENANCE.**

a. Provided Tenant is not in default under the Lease and subject to conditions beyond the control of Landlord, including but not limited to "Acts of God", Landlord will keep, maintain, and repair or replace the structural portions of the Premises, including the exterior walls, plumbing, landscaping, parking lot and roof. Landlord shall also pay for normal repairs and/or replacements of the heating, ventilating and air conditioning ("HVAC") systems serving the Premises. All costs for repairs or replacements due to any damage, misuse, or neglect by Tenant shall be paid for by Tenant. Tenant shall be responsible for the proper operation and oversight of the HVAC system serving the Premises. Tenant is required to change the air conditioning filter once every four (4) months, the first four (4) months to begin with the Term. Further, Tenant is required to have a licensed mechanical contractor inspect, clean and service the inside air handler and the exterior compressor unit prior to the end of the Term.

b. Tenant will keep, maintain, and repair or replace the interior and exterior of the Premises, including, without limitation, fixtures, appurtenances, doors and windows, and mechanical equipment therein, and at its sole cost and expense, make all non-structural repairs thereto and perform maintenance thereon as and when needed to preserve them in good working order and condition, reasonable wear and tear excepted. Tenant shall be responsible for interior pest control.

14. **NONRESPONSIBILITY OF LANDLORD.** Except as expressly set forth herein, there shall be no abatement from or reduction of the Monthly Rent due hereunder regardless of the reason or cause. Tenant shall not be entitled to damages, costs, losses or disbursements from Landlord regardless of the cause or reason therefor. Tenant shall have no recovery from Landlord on account of partial or total failure of, or damage caused by (a) lessening of supply of, or stoppage of, heat, air-conditioning, electric light, power, water, plumbing, sewerage, elevators, or any other service, (b) any damage or annoyance occasioned by water, snow, or ice being upon or coming through the roof, skylight, trapdoors, windows, or otherwise, (c) any defect or break in any pipes, tanks, fixtures, or otherwise whereby steam, water, snow, smoke or gas, leak, issue or flow into the Premises, (d) any damage or annoyance occasioned by the condition or arrangements of any electric or other wiring, (e) any damage or annoyance arising from any acts, omissions, or negligence of co-Tenants or other occupants of the Property, or of owners or occupants of adjacent or contiguous property, or (f) the making of major repairs, alterations, improvements, or structural changes to the Property, or any thing or service therein or thereon or contiguous thereto provided the same shall be made with reasonable expedition.

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15. INSURANCE.

a. County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, damages or claims which are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Tenant agrees to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by Landlord, Tenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits. In addition to the foregoing, Tenant shall require all contractors, consultants and other third-parties entering and/or performing work on the Premises on its behalf to maintain insurance.

b. Tenant shall exercise its privileges hereunder at its own risk. Landlord shall not be liable in any manner to Tenant, Tenant's business invitees, employees or to any other party or parties for any loss, cost, damage or injury arising out of or in any manner connected with the Premises, or any part thereof, or arising out of, or in any manner connected with the condition thereof save those liabilities, damages, causes of actions, suits, attorney's fees, costs and expenses arising from the negligent or intentional acts of the Landlord.

c. Tenant shall be fully responsible for insuring its own property and will not look to Landlord for same. Tenant waives all rights of recovery and will have each policy of insurance required herein (including any property insurance maintained by Tenant) endorsed with waivers of subrogation in favor of the Landlord.

d. Landlord, as part of Operating Expenses, shall throughout the Term carry: (i) all risks (special form or equivalent) insurance on the Building and the machinery and equipment contained therein or servicing the Building and owned by Landlord in an amount deemed proper by Landlord (excluding any property with respect to which Tenant and other tenants are obliged to insure); (ii) commercial general liability insurance in the amount of not less than \$1,000,000.00 with respect to Landlord's operations at the Building; and (iii) such other forms and amounts of insurance as Landlord considers advisable.

16. INDEMNITY. Subject to the limitations set forth in Section 768.28, Florida Statutes, Tenant shall indemnify, defend, and hold Landlord harmless against all claims, actions, damages, judgments, fines, and penalties for damage or injury to person or property (i) arising from or out of any occurrences within the Premises not caused, in whole or in part, by the negligence of Landlord or Landlord's agents or employees, or (ii) occasioned wholly or in part by any negligent act or omission of Tenant, its agents, or employees. If Landlord is made a party to any litigation connected in any way with this Lease or Tenant's negligent use or occupancy of the Premises, Tenant shall indemnify and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord except for costs associated with any litigation arising from the sole negligence of the Landlord.

17. FIRE OR OTHER CASUALTY. If the Premises are damaged by fire or otherwise to such extent so as to interfere with their use by Tenant, the Monthly Rent payable for the period commencing on the date on which Tenant gives Landlord written notice of such damage, and ending on the date on which restoration of the Premises is completed, shall be abated in the proportion which the floor space made unusable bears to the floor space leased to Tenant prior to the damage. If the Premises are totally destroyed or rendered untenantable, Landlord shall have the right, but no obligation, to render the Premises tenantable by repairs within ninety (90) days from the date that insurance claims of Landlord and Tenant shall have been settled and Landlord shall be free of all restrictions as to proceeding with the work of repair or rebuilding. If the Premises are not rendered tenantable within said period, either party may elect to cancel this Lease, and in the event of such cancellation, Monthly Rent shall be paid only to the day of the fire or casualty. Full Monthly Rent shall resume on the sooner of (a) fifteen (15) days after notice from Landlord to Tenant that Premises is substantially repaired or (b) date Tenant's business operations are restored to the entire Premises. Notwithstanding the above, Landlord may elect to cancel the Lease within ninety (90) days from damage occurring by giving thirty (30) days notice of cancellation to Tenant.

18. SIGNS. Tenant shall not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Premises or of the building of which the Premises are a part, or inside the Premises if visible from the outside, without the written consent of Landlord. Tenant further agrees to maintain such sign, lettering, etc. as may be approved in accordance with all city, county, and state laws, ordinance or requirements and in good condition and repair at all times. Upon expiration of the lease, Tenant shall remove same and restore the Premises to its original condition.

19. SUBORDINATION. This Lease is subject and subordinate to the lien of any and all mortgages that may now or hereafter encumber or otherwise affect the Premises. Tenant shall, at Landlord's request, promptly execute a certificate or other document confirming such subordination. Tenant shall attorn to the successor to Landlord's interest herein, if requested to do so by such successor, and to recognize such successor as the Landlord under this Lease. Tenant agrees to execute and

deliver upon the request of Landlord any instrument evidencing such attornment. In the event of attornment by Tenant, the ground owner or mortgagee shall not be (a) liable for any act or omission of Landlord; or (b) subject to any offsets or defenses Tenant has against Landlord; or (c) bound by prepayment of more than one month's Monthly Rent; or (d) be required to account for any security deposit not actually delivered to such ground owner or mortgagee; or (e) bound by any modification of this Lease not approved by it. Tenant shall execute a subordination and attornment agreement upon ten (10) days prior notice, provided that such agreement is mortgagee's standard form. Tenant further agrees to provide any mortgagee of the Property written notice of a Landlord default under this Lease and a reasonable opportunity to cure such default.

20. **ESTOPPEL CERTIFICATE.** Tenant agrees, at any time, upon not less than ten (10) business days prior written notice by Landlord, to execute a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of this Lease, and if so, specifying each default of which Tenant may have knowledge, and (iv) stating the address to which notices to Tenant should be sent.

21. **CONDEMNATION.**

a. If the Property is taken by eminent domain, or so much thereof as to render the balance inadequate for the operation of Tenant's business, then this Lease shall terminate on the date possession is taken by the condemning authority.

b. If a taking by eminent domain occurs which does not terminate this Lease but which interferes substantially with the use of the balance of the Premises by Tenant, the rent payable by Tenant shall be abated, beginning on the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space leased to Tenant prior to the taking.

c. If the taking is of land only and does not interfere substantially with the use of the Premises by Tenant, there shall be no abatement of rent.

d. If the taking does not terminate the Lease, Landlord shall promptly, at its own expense, restore the balance of the Premises to as near their former condition as circumstances will reasonably permit. Landlord shall not be obligated to restore or repair personal property of Tenant or improvements made by or on behalf of Tenant.

e. All damages awarded for any taking of all or any part of the improvements owned by Landlord under the power of eminent domain shall belong to Landlord. This provision shall not prevent Tenant from claiming and recovering from the condemning authority compensation for taking of Tenant's tangible property or for Tenant's loss of business, business interruption or business removal and relocation.

22. **COMPLIANCE WITH THE LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether or not Landlord is a party, that Tenant has violated any law, statute, ordinance or governmental rule, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

23. **WASTE OR NUISANCE.** Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Property, or which may adversely affect Landlord's interest in the Premises or the Property.

24. **LIENS.** Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Failure to do so shall constitute a default without notice or grace period. The interest of Landlord shall not be subject to liens for improvements made by Tenant. Tenant shall notify every contractor making improvements of this provision. At Landlord's request, Tenant shall execute and deliver without charge a Memorandum of Lease, in recordable form, containing a confirmation that the interest of the Landlord shall not be subject to liens for improvements made by Tenant to the Premises. Landlord may take such action as it deems appropriate to remove a lien. Tenant agrees to indemnify and hold Landlord harmless from any damage, loss, cost or expense incurred by Landlord as a result of a claim of lien.

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25. ASSIGNMENT AND SUBLETTING.

a. Tenant shall not assign this Lease nor sublet the Premises without the prior written consent of Landlord. For the purposes of this section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer by operation of law, and any transfer of any right of possession or use of the Premises shall be deemed an assignment or subletting.

b. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

c. If the Premises are occupied by anyone other than Tenant, Landlord may collect rent from the occupant, and apply the net amount collected to the rent reserved under this Lease. Acceptance of rent shall not be deemed consent to any such occupancy or any other party.

d. An assignment without the consent of Landlord may, at the option of the Landlord, be treated as an offer to terminate this Lease.

e. Any consent by Landlord to any assignment of this Lease shall be conditioned upon the assignee assuming the full and faithful performance of all the terms of this Lease and upon the continued liability of Tenant. Any consent by Landlord to any subletting shall be conditioned upon the express agreement by the subtenant to be bound by the terms of this Lease applicable to Tenant.

26. HOLDING OVER. Pursuant to section 83.04, Florida Statutes, upon expiration of this Lease, Tenant's continued possession of the Premises shall be deemed a tenancy at sufferance terminable by Landlord at any time. Further, pursuant to section 83.06, Florida Statutes, Landlord may collect double rent upon Tenant's refusal to deliver said Premises.

27. BANKRUPTCY OR INSOLVENCY. Either a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, b) an assignment by Tenant for the benefit of creditors or c) any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall be a breach of this Lease by Tenant. Upon such breach, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. This Lease shall not be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of a Trustee under any bankruptcy, insolvency or reorganization proceedings.

28. DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Monthly Rent or additional rent hereby reserved and such failure shall continue for a period of five (5) days.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent or additional rent, and shall not cure such failure within thirty (30) days after receipt of written notice thereof to Tenant.

(c) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition, or have filed against it through an involuntary petition, under any section or chapter of the bankruptcy laws, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.

(f) Tenant shall fail to take possession and open for business within the time required by this Lease.

(g) Tenant shall do or permit to be done anything which creates a lien upon the Premises.

(h) The Premises are abandoned under Section 83.05, Florida Statutes.

(i) Any documents, representations, or statements provided by Tenant to Landlord or its representatives or agents prior to or subsequent to the execution of Lease which are false or misleading.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and, if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises for its own account and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim or damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, including but not limited to, the amount of rent, additional rent, other charges, and taxes which would have become due and payable during the remainder of the term of this lease.

B. Without terminating this Lease (but after terminating Tenant's leasehold interest), enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof by force if necessary, without being liable for prosecution or any claim for damages therefore.

C. If Tenant vacates the Premises or is removed from the Premises, Landlord may do nothing and institute suit against Tenant for all damages recoverable under this Lease and Florida law.

D. Upon regaining possession of the Premises, Landlord may, in its sole and absolute discretion, relet the whole or any portion of the Premises for any period equal to or greater or less than the period which would have constituted the balance of the term of the Lease, for any sum satisfactory, and for any use and purpose which Landlord may deem appropriate, and Landlord may grant concessions and/or free rent. Landlord shall in no event be liable in any way whatsoever for its failure or refusal to relet the Premises or any part thereof or in the event that the Premises are relet, for its failure to collect the rent under such reletting, and no such refusal or failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this Lease. Landlord shall not in any event be required to pay Tenant any surplus of any sums received by Landlord on a reletting of all or any part of the Premises in excess of the rent reserved in this Lease.

E. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or additional rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of Tenant's default, Landlord shall be entitled to recover all costs and expenses it incurs to regain possession, all leasing commissions or other compensation paid for any reletting, and all costs and expenses for any repair or remodeling of the Premises following repossession.

29. **TRANSFER BY LANDLORD.** If Landlord sells or conveys the Premises, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and Tenant agrees to look solely to the responsibilities of the successor in interest of Landlord. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

30. **RIGHT OF LANDLORD TO PERFORM.**

a. All agreements to be performed by Tenant under this Lease shall be performed by Tenant at its sole expense, without any abatement of rent. If Tenant fails to pay any sum of money, other than Monthly Rent, required to be paid by it or fails to perform any other act on its part to be performed, and the failure continues for ten (10) days after notice by Landlord, Landlord may, but shall not be obligated, make any such payment or perform any such act on Tenant's behalf. Tenant's obligations shall not be waived by Landlord's exercise of this option.

b. All sums paid by Landlord and all necessary incidental costs, plus interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date of payment by Landlord, shall be payable to Landlord by Tenant on demand. Landlord shall have (in addition to any other right or remedy) the same rights and remedies for the nonpayment as in the case of default by the Tenant in the payment of the Monthly Rent.

31. **IMPACT FEES.** Landlord has paid impact fees based on the Property being used as a multi-tenant warehouse facility. Tenant shall, at its sole expense, pay any and all additional impact fees for any improvements made by or on behalf of Tenant and for any use by Tenant of the Premises for other than a warehouse.

32. **RULES AND REGULATIONS.** Tenant shall comply with all rules and regulations Landlord may adopt from time to time for the operation of the Property, and for the protection and welfare of Property, its tenants, visitors, and occupants.

33. **LEGAL EXPENSES.** If suit is brought to enforce the provisions of this Lease, each party shall bear its own attorney's fees and costs.

34. **SURRENDER OF PREMISES.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

35. **WAIVERS.** The waiver by Landlord of any term of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term of this Lease, other than the failure of Tenant to pay the particular rent accepted,

regardless of Landlord's knowledge of the preceding breach at the time of acceptance of rent.

36. NOTICES. All notices that may or are required to be given by either party to the other shall be in writing. All notices shall be sent by hand delivery, by facsimile transmission, by commercial overnight carrier, or by United States certified or registered mail, postage prepaid, addressed as follows:

To Landlord:	LONGJOHN, LLC 557 N. Wymore Road, Suite 202 Maitland, Florida 32751 Phone: 407-539-1118, Ext. 111 Fax: 407- 539-2427
To Tenant:	Orange County Real Estate Management Division P. O. Box 1393 Orlando, Florida 32802 Attn: Manager Phone: 407-836-7070 Fax: 407-836-5969
Copy to:	Orange County Attorney P. O. Box 1393 Orlando, Florida 32802 Phone: 407-836-7320 Fax: 407-836-5888

Notices shall be deemed to have been served upon the party to whom addressed upon delivery or refusal of delivery, unless mailed, in which event on the third day after deposit in the U. S. Mail. Either party may change its address by giving written notice of such change to the other party.

37. COVENANT OF QUIET ENJOYMENT. Landlord agrees that if the Tenant shall perform all the covenants and conditions of this Lease, Tenant shall, at all times during such term, have the peaceful and quiet enjoyment and possession of the Premises.

38. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

39. RADON GAS. Radon is 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 Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. GOVERNING LAW. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall be the county in which the Premises are located.

41. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

42. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

43. RECORDING. Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

44. LIABILITY OF LANDLORD. Anything contained in this Lease, at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related hereto or the Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise,

personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the Property for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Property, and no other assets of Landlord or owners of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind. In addition, Landlord shall have absolutely no liability for consequential or punitive damages.

45. **TIME OF THE ESSENCE.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

46. **WAIVER TRIAL BY JURY.** The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

47. **ACCEPTANCE OF FUNDS BY LANDLORD.** No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

48. **COMPLETE AGREEMENT; AMENDMENTS.** This Lease, including any Exhibits, constitutes the entire agreement between the parties; it supersedes all previous understandings and agreements between the parties, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by a written instrument executed by both parties.

49. **REENTRY.** Landlord, or Landlord's agents, shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or their agents, or tenants, (c) determine whether Tenant is performing all of Tenant's obligations, (d) supply any service to be provided by Landlord, (e) post notices of non-responsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Property, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry unless caused by Landlord's gross negligence or willful misconduct. Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

50. **REPRESENTATION AND LIABILITY.** The person executing this document on behalf of Tenant represents that Tenant and any entity signing on behalf of Tenant are valid and existing entities authorized to do business in the State of Florida and that the actual signatory is fully authorized to act on behalf of the entity for which the individual is purportedly signing. If any of the above representations are inaccurate or untrue and, as a result thereof, the entity entering into this Lease cannot be held liable hereunder, it is specifically understood that the individual executing this Lease will be obligated under the Lease as if the Lease was entered into in the signatory's individual name and Landlord may thereafter take such action as is necessary and appropriate against the signatory of this document in the signatory's individual capacity.

[SIGNATURES ON FOLLOWING PAGES]

RL
8-17-2022

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth above.

Witnesses as to Landlord:

Sign: A J

Print: Aaron Timperman

Sign: CM

Print: EDWARD J. ISOLA

Landlord:

LONGJOHN, LLC, a Florida limited liability company

Print Name: Robert E. Isola
Title: Manager



Tenant:

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Jerry L. Demings
Orange County Mayor

DATE: 16 Sep 22

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

BY: Lakela Louis
for Deputy Clerk

Lakela Louis
Printed Name