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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Tourism Office Lease at American Automobile Association Building and Termination of Lease at American Heritage Center

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Lorraine Hajeski

**EXT:** 5250

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Tourism Office Lease with the American Automobile Association, Inc. Approve and authorize termination of the current Tourism Office Lease at the American Heritage Center with Columbine Management Group, Inc.

District 5 Brenda Carey

Meloney Lung

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**BACKGROUND:**

Tourism offices are currently located at the American Heritage Center in Longwood, Florida. The original lease, executed August 3, 1999, with Columbine Management Group, Inc. was for 2,490 square feet. The current lease, executed September 12, 2006, expires September 30, 2009. The lease allows for two (2) optional successive two-year renewal periods. Annual rental adjustment occurs at a rate of 3%. On December 11, 2007, the first amendment added CAM payments to the lease. Rent and CAM for FY 09/10 would be \$53,311 if renewed. In addition to rent and CAM, the County pays approximately \$3,000 per year for utilities. The American Heritage Center lease may be terminated upon ninety (90) day written notification. The new lease with the American Automobile Association will begin September 1, 2009, for 2,852 square feet in the AAA corporate headquarters building in Heathrow, Florida. This lease includes CAM, all utilities, maintenance, janitorial, tenant improvements, insurance and taxes. Lease is for a three (3) year initial term with four (4) optional one-year renewal periods. Annual increase is under 3%. Savings for each year is \$11,500 in comparison with current lease's rent and utility payments.

AAA Lease rate: 2,420 sf: \$17.00/sf, 432 sf: \$8.50/sf

Annual increases: 2,420 sf: \$.50/sf, 432 sf: \$.25/sf

AAA Lease First Year payment totals: \$44,812

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize Chairman to execute Tourism Office Lease with the American Automobile Association, Inc. and approve and authorize termination of the current Tourism Office Lease at the American Heritage Center with Columbine Management Group, Inc.

**ATTACHMENTS:**

1. Agreement
2. Tourism American Heritage Amendment1
3. Letter of Termination
4. AAA-Tourism Lease-09

**Additionally Reviewed By:**

- Budget Review ( Lisa Spriggs, Timothy Jecks )
- County Attorney Review ( Ann Colby )

**TOURISM OFFICE LEASE**

THIS LEASE is made and entered into this 12 day of Sept., 2006, by and between COLUMBINE MANAGEMENT GROUP, INC., whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as the "LESSOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "LESSEE".

**W I T N E S S E T H:**

WHEREAS, the LESSOR is the owner of a certain building known as the American Heritage Center, located at 1230 Douglas Avenue, Longwood, Florida 32779; and

WHEREAS, the LESSOR is desirous of leasing space at 1230 Douglas Avenue, Longwood, Florida 32779, for use as offices for the Tourism Office for Seminole County,

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of TWO THOUSAND THREE HUNDRED SEVENTY (2,370) square feet located at Unit 116, American Heritage Center, 1230 Douglas Avenue, Longwood, Florida 32779. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. This space shall be increased to 2,490 square feet at such time as the Metro Orlando Economic Development vacates their currently leased

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY: *Cia Finch*  
DEPUTY CLERK

space (120 square feet), which square footage shall be assumed by the LESSEE and made a part of this Lease.

2. **TERM.** The term of this Lease shall commence on October 1, 2006 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the LESSEE, may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each.

3. **RENTAL.**

(a) The LESSEE shall pay rent to the LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS (\$16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10<sup>th</sup>) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

4. **RENOVATIONS.** The LESSOR agrees to repaint and recarpet the entire space and put down tile floor in the lobby, restrooms and in the hallway from the lobby to the restrooms, at its expense. All work shall be subject to approval by LESSEE.

5. **USE.** LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute,

regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable State or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees,

without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

**6. MAINTENANCE.** LESSOR, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to defective parts, lighting, doors, electrical wiring, plumbing and the HVAC system. LESSOR shall also be responsible for maintaining the roof and exterior of the Premises, including, but not limited to walls, windows, roof and foundation, except those repairs caused by LESSEE's negligence or misuse of the Premises. The LESSOR shall be responsible for management and maintenance of the common areas of the Premises.

The LESSEE shall be solely responsible for monthly filter changes to the HVAC system, light bulb changes and any repair necessary due to the LESSEE's negligence.

**7. UTILITIES AND JANITORIAL SERVICES.**

(a) LESSEE shall promptly pay the cost of all electrical, telephone provided to the Premises. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of these services to the Premises for any reason whatsoever. No interruption, termination or cessation of these services shall relieve LESSEE of any of its duties and obligations

under this Lease, including, without limitation, its obligation to pay all rents when due. The LESSOR shall promptly pay the cost of all water, sewer, pest control and trash removal services provided to the Premises.

(b) LESSOR agrees to supply and to pay for janitorial services. Janitorial services shall minimally include:

- (1) Cleaning toilet rooms with disinfectant;
- (2) Vacuuming of carpets;
- (3) Daily emptying and periodic washing of wastebaskets;
- (4) Complete dusting;
- (5) Cleaning of ashtrays;
- (6) Police trash in outside area; and
- (7) Seasonal shampooing of carpets.

**8. SIGNS.** LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior of the Premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion, that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense in removal of sign at the end of the term or earlier termination of this Lease.

**9. WAIVER OF SUBROGATION.** LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

**10. ASSIGNMENT OR SUBLETTING.**

LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

**11. SUBORDINATION.** LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may

hereafter be placed on the property by LESSOR. LESSEE agrees that within forty-five (45) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

**12. CONDEMNATION OR EMINENT DOMAIN.** If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

**13. DAMAGES OR DESTRUCTION.** If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenable. If that portion of the Premises (a) by reason of such occurrence are render wholly untenable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of

the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than sixty (60) days to repair, LESSEE may terminate this Lease by notice of termination served within sixty (60) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

**14. TERMINATION OF LEASE.** The LESSEE may terminate this Lease at its convenience upon ninety (90) days written notice to the LESSOR.

**15. SURRENDER OF PREMISES.** LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be

removed by LESSEE, as provided below, equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items followed LESSOR's request to do so, LESSOR may remove them for the account of LESSEE, and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and may be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

**16. DEFAULT.** The following shall be Events of Default hereunder:

- (a) A default in the payment, when due, of any rent;

(b) A default in the performance of either party's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the party shall have received written notice from the other party of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude

pursuit of any of the other remedies herein provided or any other remedies provided by law.

**17. INSPECTION.** LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

**18. HOLDING OVER.** In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

**19. NONWAIVER.** The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

**20. APPLICABLE LAW AND SEVERABILITY.** This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**21. MECHANIC'S LIENS.** The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

**22. SUCCESSORS.** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consent to by LESSOR.

**23. NOTICES.** Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and

sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

**24. ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

**25. FURTHER ASSURANCES.** The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

**26. RADON GAS DISCLOSURE.** Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

RADON GAS: 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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

**27. AUTHORITY.** LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

**28. REMODELING IMPROVEMENTS AND ALTERATIONS.** After occupancy of the Premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased Premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the Premises without the prior written consent of LESSOR.

**29. INSURANCE.** The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased Premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the Premises. The LESSEE shall, at the request of the LESSOR, provide the LESSOR with proof of its coverage against claims.

**30. HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons

or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

**31. ATTORNEY'S FEES.** In the event that it shall be necessary for either party to bring suit to enforce this Agreement or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, both parties agree to limit prevailing party's attorney's fees at the hourly rate of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00/hour), in addition to its damages, both at the trial and appellate level.

**32. INDEMNIFICATION.** LESSEE shall pay all loss or damage occasioned by or growing out of the use and occupancy of the Premises by LESSEE, its agents, employees, guests, customers and invitees and LESSEE will indemnify, protect and save LESSOR harmless from and against any loss or liability thereof or therefore and from and against any expense, cost and attorney's fees incurred in connection with any claim for such loss or damage, including costs and attorney's fees on appeal, as may be permitted under the laws of the State of Florida.

**33. CLEANLINESS OF PREMISES.** LESSEE will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the American Heritage Center of which the Premises form a part. LESSEE shall immediately notify LESSOR and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occur, and shall

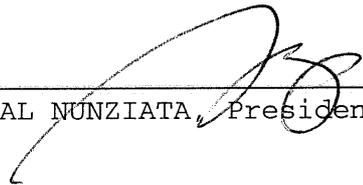
take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance to LESSOR. LESSEE agrees to hold LESSOR harmless of and from any liability, public or private, arising as a result of such release or contamination.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

ATTEST:

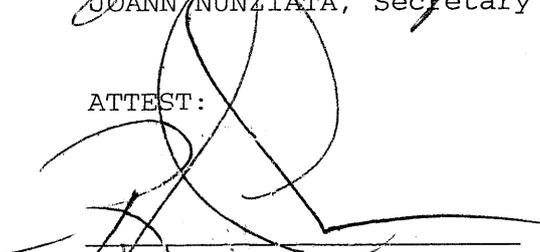
COLUMBINE MANAGEMENT GROUP, INC.

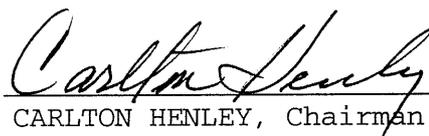
  
JOANN NUNZIATA, Secretary

By:   
SAL NUNZIATA, President

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
for MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

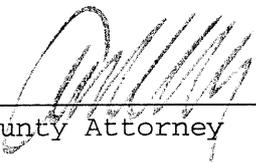
By:   
CARLTON HENLEY, Chairman

Date: 9-12-06

For the use and reliance  
of Seminole County only.

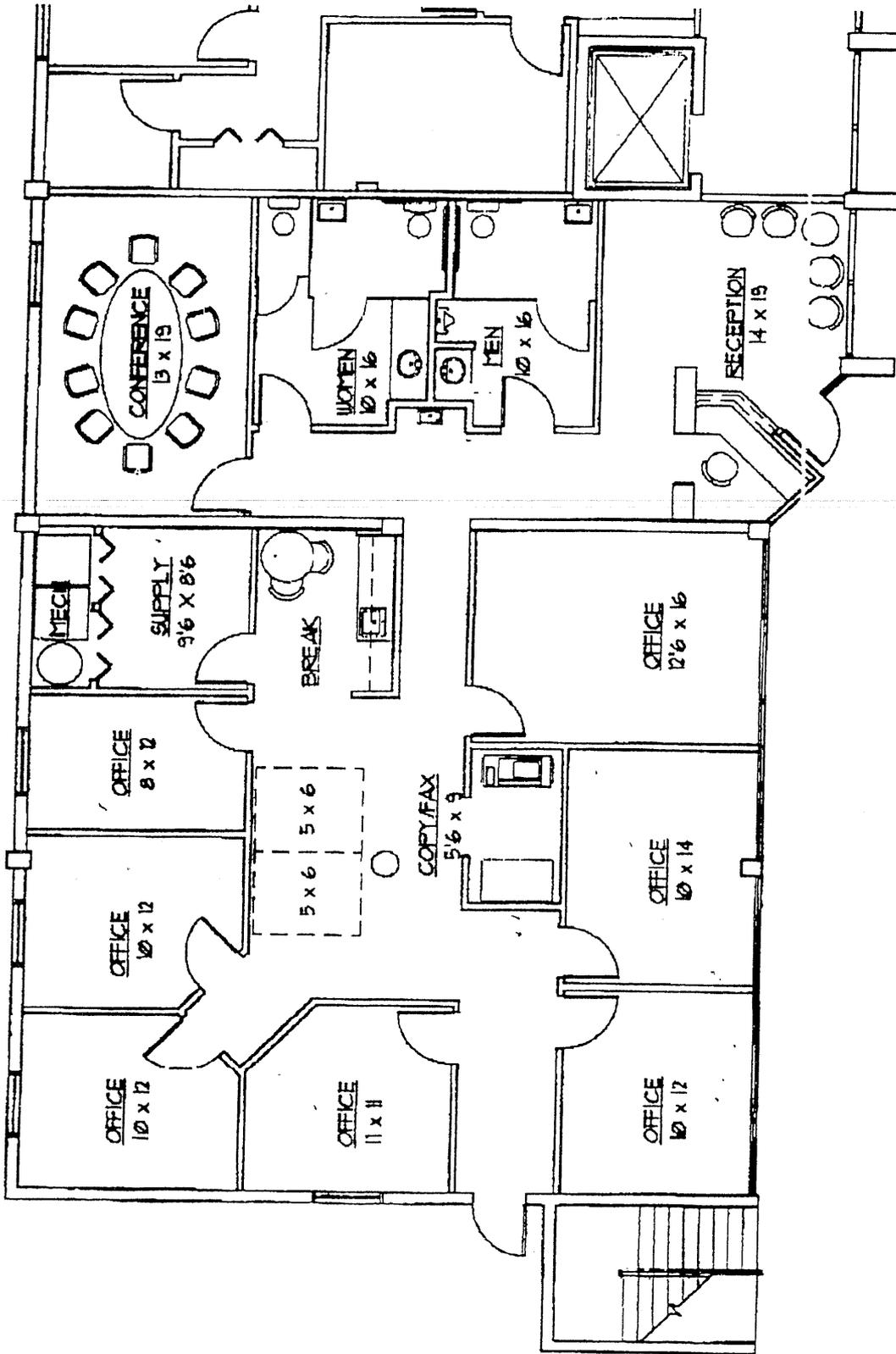
As authorized for execution by  
the Board of County Commissioners  
at their Sept. 12, 2006  
regular meeting.

Approved as to form and  
legal sufficiency

  
County Attorney

AC/lpk  
7/24/06  
Tourism-eco dev office lease

Attachment:  
Exhibit "A" - Space Plan



SEMINOLE COUNTY COURTHOUSE  
 SPACE PLAN OPT. 'E'

SCALE: 1/8" = 1'-0"

032499

FIRST AMENDMENT TO TOURISM OFFICE LEASE

THIS FIRST AMENDMENT is made and entered into this 11 day of December, 2007 and is to that certain Lease made and entered into on September 12, 2006, between COLUMBINE MANAGEMENT GROUP, INC., whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as "LESSOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on September 12, 2006, for lease of office space for the Seminole County Tourism Office; and

WHEREAS, the parties desire to amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 24 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. Section 3 of the Agreement is amended to read:

**SECTION 3. RENTAL**

(a) LESSEE shall pay rent to LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS (\$16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10<sup>th</sup>) day of each calendar month for

that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

(c) In addition to the rent as stated above, LESSEE shall pay an additional Common Area Maintenance (CAM) fee annually to LESSOR. The CAM fee shall be equal to THREE AND 27/100 DOLLARS (\$3.27) per square foot of usable space of the leased premises, currently 2,490 square feet. The CAM may be automatically increased each year of the lease term, but only to reflect the actual cost of said maintenance.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the  parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

COLUMBINE MANAGEMENT GROUP, INC.

  
JOANN NUNZIATA, Secretary

By:   
SAL NUNZIATA, President

(CORPORATE SEAL)

Date: 12/31/07

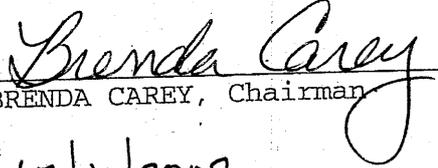
(COUNTY SIGNATURE PAGE FOLLOWS)

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:   
BRENDA CAREY, Chairman

Date: 12/11/2007

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their December 11, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

  
County Attorney

AEC:jjr  
10/25/2007  
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*ADMINISTRATIVE SERVICES DEPARTMENT*  
*SUPPORT SERVICES DIVISION*



June 23, 2009

Mr. Sal Nunziata  
Columbine Management Group, Inc  
1833 Alaqua Drive  
Longwood, FL 32779

Dear Mr. Nunziata:

Our current Tourism Office Space Lease dated September 12, 2006, stipulates in Section 14 that the Lessee may terminate the lease at its convenience with 90 day written notice. This letter fulfills those terms. Seminole County gives notice to Columbine Management Group, Inc. that our lease for space at 1230 Douglas Avenue, Longwood, Florida 32779 will end on September 21, 2009.

Sincerely,

Frank Raymond  
Director, Administrative Services Department

**SEMINOLE COUNTY TOURISM OFFICE LEASE  
AMERICAN AUTOMOBILE ASSOCIATION, INCORPORATED**

**THIS LEASE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **AMERICAN AUTOMOBILE ASSOCIATION, INCORPORATED**, a Connecticut corporation duly authorized to do business in the State of Florida, whose address is 1000 AAA Drive, Heathrow, Florida 32746-5063, hereinafter referred to as "AAA", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, AAA is the owner of certain property located at 1000 AAA Drive, Heathrow, Florida 32746, hereinafter referred to as the "Building"; and

**WHEREAS**, COUNTY is desirous of leasing space at the Building for use as offices for the Division of Tourism and for other COUNTY purposes,

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, AAA and COUNTY agree as follows:

**SECTION 1. LEASED PREMISES.** AAA does hereby grant to COUNTY, and COUNTY does hereby accept from AAA, the exclusive use and occupancy of two thousand eight hundred fifty-two (2,852) square feet of office space at 1000 AAA Drive, Heathrow, Florida 32746 (hereinafter the "Leased Premises"). The Leased Premises shall consist of that space more particularly described in Exhibit A attached herein.

**SECTION 2. TERM.** The term of this Lease shall commence on September 1, 2009 and shall run for three (3) years unless sooner terminated as hereinafter provided. This Lease, at the sole option of COUNTY, may be renewed upon the same terms and conditions for four (4) successive periods of one (1) year each.

**SECTION 3. RENTAL.**

(a) COUNTY shall pay rent to AAA for the Leased Premises described in Section 1 hereof as follows:

Year 1: September 1, 2009 through August 31, 2010

2,420 sf at \$17.00/sf = \$41,140.00 and 432 sf at \$8.50/sf = \$3,672.00 for Total annual payment of \$44,812.00

Year 2: September 1, 2010 through August 31, 2011

2,420 sf at \$17.50/sf = \$42,350.00 and 432 sf at \$8.75/sf = \$3,780.00 for Total annual payment of \$46,130.00

Year 3: September 1, 2011 through August 31, 2012

2,420 sf at \$18.00/sf = \$43,560.00 and 432 sf at \$9.00/sf = \$3,888.00 for Total annual payment of \$47,448.00

(b) In the event the COUNTY exercises its right to extend this Lease for all or a portion of the four (4) additional one (1) year terms, then the rental rates for the Leased Premises shall increase each year at the rate of \$.50 per year per square foot for 2,420 square feet and \$.25 per year per square foot for 432 square feet.

(c) Rent is payable in monthly increments on or before the tenth (10<sup>th</sup>) day of each calendar month for that calendar month.

(d) The COUNTY is exempt from taxes as included in Exhibit "B", Certificate of Exemption, attached hereto.

**SECTION 4. ELECTRICITY, HEAT AND AIR CONDITIONING.** AAA shall provide and pay for the cost of customary electricity, heat, air conditioning, dry office refuse disposal and janitorial services provided to the Leased Premises, to the extent such do not exceed that used generally for comparable areas through the Building. AAA shall provide janitorial services to the Leased Premises on Monday through Friday of each week (currently during the hours of 6:00 p.m. to 10:00 p.m.) according to the cleaning specifications adopted generally by AAA for the Building. AAA agrees to use a good faith effort to schedule the janitorial services provided to the Leased Premises at the end of the janitorial period. HVAC shall be provided to the Leased Premises twenty-four (24) hours per day and three hundred sixty-five (365) days per year as provided in the HVAC specifications adopted generally by AAA for the Building. AAA is not required to upgrade the existing electrical, heating and/or air conditioning systems. AAA is not responsible for any interruption in electrical service, heat or air conditioning resulting from:

- (a) maintenance, repairs or replacements; or
- (b) circumstances beyond the direct control of AAA.

Except as otherwise specifically set forth herein, COUNTY shall pay all costs related to its occupancy and use of the Leased Premises. COUNTY shall not overload the existing electrical system or use it in a manner which would affect adversely any other portion of the Building. Any telephone, computer and other communications lines and related services will be the sole responsibility of COUNTY. The installation of any such lines or related equipment shall be subject

to the prior written approval of AAA, such approval not to be unreasonably withheld, conditioned or delayed. Any special areas for computers (halogen protected, non-static floors, temperature controlled, etc.) shall be installed at the sole expense of COUNTY and be subject the prior written approval of AAA, such approval not to be unreasonably withheld, conditioned or delayed. AAA shall provide the following additional services:

(a) cold water for drinking and toilet purposes and hot and cold water for lavatory and breakroom, if any, purposes;

(b) maintenance of Common Areas, parking areas, walks and grounds including landscaping, window cleaning, security and lighting;

(c) electricity for lighting and standard office business machines within the Leased Premises; and

(d) replacement of all  necessary light bulbs, tubes and ballasts within the Leased Premises (ceiling only, i.e., not in any workstations), required to maintain a light level adequate for COUNTY's business operations, as reasonably determined by COUNTY.

AAA will physically check and secure the Building at the end of its business day, but shall not be liable for any loss of equipment or goods in the Leased Premises except if due to the negligence or willful misconduct of AAA or AAA's agents, servants or employees. Notwithstanding the foregoing and except in the event of a casualty as otherwise provided herein, if the interruption of utilities or services which materially impairs the business activities of COUNTY on the Premises continues for more than sixty (60) consecutive days and so long as no uncured Event of Default on the part of COUNTY exists on

the date of exercise, then COUNTY may elect to terminate this Lease upon thirty (30) days prior written notice, which notice may be given only during the thirty (30) days following the above referenced sixty (60) day period. Notwithstanding such right to terminate, COUNTY shall continue to perform all of COUNTY's obligations under the Lease (subject to the rent abatement set forth above for such interruption of utilities or services) until the date of termination.

**SECTION 5. COUNTY IMPROVEMENT WORK.**

(a) Prior to the Commencement Date, AAA will, at its expense, supply and set up cubicles and furniture, perform certain electrical, computer cabling and related work as depicted on Exhibit A.

(b) All of the COUNTY Improvement Work shall be owned by AAA and remain the exclusive property of AAA upon expiration or termination of this Lease, free of any liens or encumbrances.

(c) COUNTY shall not commence business operations within the Leased Premises until construction of the COUNTY Improvement Work with respect to the Leased Premises is complete and commencement of business operations therein shall be deemed COUNTY's acceptance of the Leased Premises and the COUNTY Improvement Work.

(d) COUNTY, its agents and/or its designees shall have reasonable access and entry to the Leased Premises prior to the date of occupancy to install COUNTY's equipment and fixtures necessary for its use of the Leased Premises.

(e) AAA grants to COUNTY the right to make partition changes, alterations and decorations as it desires and at its own expense in the Leased Premises; providing, however, that COUNTY shall make no

structural change which will impair the structural integrity of the Leased Premises without the prior written consent of AAA.

**SECTION 6. REPAIR AND MAINTENANCE.**

(a) AAA, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including but not limited to wall and floor surfaces, electrical, plumbing, windows, plate glass and drains. AAA shall be responsible for maintaining the roof and exterior of the premises, doors, and heating, ventilation and air conditioning, except those repairs caused by COUNTY's negligence or misuse of the premises. AAA shall be responsible for management and maintenance of the common areas of the Leased Premises.

(b) AAA, at its sole expense  shall provide regular custodial and pest control services for the Leased Premises.

**SECTION 7. USE OF THE LEASED PREMISES.**

(a) The Leased Premises shall be used for general office purposes and customary uses incidental thereto for operation of the Tourism Offices for Seminole County, Florida. The Leased Premises shall be used for no other purpose without the prior written consent of AAA, such consent not be unreasonably withheld, conditioned or delayed. COUNTY may operate its business in the Leased Premises during normal business hours which shall be Monday-Friday 7:00 a.m. to 11:00 p.m. and Saturday 8:00 a.m. to 7:00 p.m. In the event COUNTY uses the Leased Premises outside of ordinary business hours, individuals may be required to sign in at a central desk and comply with other reasonable

security requirements of AAA. COUNTY shall maintain the Leased Premises in a safe, neat, clean and attractive condition. Nothing shall be placed on any windows or within any window frame areas. COUNTY shall use such window coverings (blinds, draperies, etc.) as AAA deems reasonably necessary to maintain a uniform and attractive appearance from the outside of the Building. Any mail or deliveries to COUNTY at the Leased Premises must be sent to the following address:

Seminole County Convention and Visitors Bureau  
Seminole County, Florida  
1000 AAA Drive  
Heathrow, FL 34746-5075

(b) COUNTY shall not use the American Automobile Association or AAA name or logo to identify its location or for any other purpose except as authorized specifically above. Use of the Leased Premises shall be subject to such reasonable rules and regulations as AAA may adopt from time to time, including those necessary to assure that use of the Leased Premises does not interfere with the orderly business activities of others in the Building. COUNTY shall not cause any offensive odors or loud sounds to emanate from the Leased Premises which odors and/or sounds unreasonably disturb the orderly business activities of others in the Building. COUNTY shall, at its expense, be responsible for:

(1) complying with all Federal, State and local laws and regulations affecting COUNTY's particular use of the Leased Premises; and

(2) any additional insurance costs incurred by AAA as a result of COUNTY's particular use of the Leased Premises; and

(3) complying with the Disabilities Acts if such compliance is necessary due to COUNTY's particular use of the Leased Premises. The only access to the Leased Premises shall be through the main entrance to the Building and those points shown on the Floor Plan unless otherwise approved by in writing by AAA.

COUNTY shall have no right to use any other portion of the Building, except as authorized specifically herein. COUNTY shall not use any electric or electronic systems or equipment which interferes with the operation of computers or any electric or electronic systems or equipment used by AAA. COUNTY agrees that the Leased Premises, Building and surrounding grounds are "no smoking" zones and agrees that its employees and others using the Leased Premises, Building and surrounding grounds shall not be allowed to smoke in these areas without the prior written consent of AAA. Employees shall not be allowed to congregate or loiter in or around the Building. COUNTY shall have the right to use in common with AAA and any other tenants authorized by AAA, those areas within the Building (including the Building entrances, lobbies, corridors, elevators, lavatories, loading docks, security areas, trash removal areas, grounds, roads, driveways, stairways, sidewalks, parking areas and facilities, and other similar areas) which are necessary or appropriate for COUNTY to obtain full use and enjoyment of the Leased Premises ("Common Areas"). Other portions of the Building, including office space area used exclusively by AAA or other tenants for respective business operations, are not open for use by COUNTY. The parties acknowledge and agree that the rules and regulations adopted by AAA from time to time shall not

result in any increase in cost to COUNTY hereunder and that in the event of any inconsistency between this Lease and the rules and regulations, as the same may be amended, the provisions of this Lease shall control. Notwithstanding any language to the contrary in this Section, COUNTY shall have no obligation to expend any funds to correct or change any system or structural element of the Leased Premises or Building so as to comply with any governmental law, rule, regulations, order or ordinance, including without limitation the Disabilities Acts, and the cost of such compliance shall not be passed on to COUNTY. AAA shall maintain and operate the Building and Land in accordance with all applicable laws, rules and regulations. AAA shall be responsible for the payment of any funds needed to correct or change any system or structural element on the Leased Premises or Building so as to comply with any governmental law, rule, regulations, order or ordinance, except where such change or expenditure is required on account of COUNTY's use of the Leased Premises.

(c) Employees of COUNTY shall have the right to:

- (1) use those bathrooms inside the Leased Premises; and
- (2) access the Leased Premises through the main entrance to the Building. The bathrooms shall be available for the personal use by employees of COUNTY and COUNTY's guests, customers and invitees, and shall not be used for any business or other purpose. AAA shall be responsible for providing customary supplies and regular janitorial service to these bathrooms.

(d) Employees of COUNTY shall be entitled to use:

(1) the cafeteria in the Building ("Cafeteria"), to the extent it is available for use by other occupants of the Building from time to time; and

(2) certain central conference rooms in the Building, to the extent made available by AAA from time to time, on a pre-scheduled reasonable fee charged basis (currently \$75.00/day) arranged through Scheduler Plus.

It is acknowledged that AAA gives Cafeteria discounts to AAA's employees that are not available to others including COUNTY and its employees.

(e) COUNTY shall not allow there to be any signage, advertisements or promotional materials within the Leased Premises which are visible (through windows or otherwise) from outside the Leased Premises without the prior  written consent of AAA, not to be unreasonable withheld, conditioned or delayed. Plans for any other signs shall still be subject to AAA approval, not to be unreasonably withheld, conditioned or delayed. All signs approved by AAA shall be installed, maintained and removed at COUNTY's sole expense.

(f) COUNTY is responsible for the safety of all people and property within the Leased Premises. Accordingly, it shall assure that the Leased Premises are:

(1) supervised properly during all authorized hours of operation; and

(2) locked adequately and securely at all times. Throughout the term of this Lease, COUNTY assumes all risk relating to any injury to person or damage to property occurring within the Leased

Premises, and releases AAA from all liability whatsoever relating thereto except to the extent such injury or damage is due to the negligence or willful misconduct of AAA or AAA's agents, servants or employees. AAA shall, at no cost to COUNTY, provide and maintain the current card-key system for the security of and access to the Building.

(g) COUNTY shall not alter any portion of the Leased Premises (floor coverings, windows (including blinds and draperies), walls (including paint and any wall coverings), ceiling, lighting, electrical system, structural supports, doors or other matters) without the prior written consent of AAA, which shall not be unreasonably withheld, conditioned or delayed. All such work shall conform to applicable laws, statues, ordinances, governmental rules or regulations and be performed at COUNTY's sole cost. COUNTY shall keep the Leased Premises free from all liens and similar encumbrances arising out of work performed hereunder. Upon expiration or termination of this Lease, COUNTY shall return possession of the Leased Premises to AAA in the same condition as of the Commencement Date, reasonable wear and tear excepted. Notwithstanding the foregoing, any fixtures attached to the Leased Premises, other than COUNTY's trade fixtures, and any physical modifications thereof shall, at the election of AAA, either:

- (1) be removed or repaired by COUNTY at its expense; or
- (2) remain and constitute the sole property of AAA. AAA shall make such election at the time the plans and specifications are approved, or deemed approved, by AAA. If AAA fails to make such

election at the time of approval, COUNTY shall have the right to decide the foregoing. AAA agrees that COUNTY shall have the right to install independent telephone access serving the Leased Premises at its own expense, subject to the prior written approval of AAA, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) During normal business hours, employees and patrons of COUNTY shall be entitled to use:

(1) two (2) unreserved automobile parking spaces in the outside surface level parking lot located closest to the main entrance of the Building; and

(2) the unreserved automobile parking spaces in the other outside surface-level parking lots (i.e., not the one closest to the main entrance of the Building). COUNTY agrees that AAA shall not be liable to COUNTY for the payment of fines, penalties or any other charges by reason of the failure of COUNTY's employees or invitees or other tenants to comply with any rules or regulations adopted by AAA governing use of the parking area.

(i) AAA and its agents may enter and inspect the Leased Premises during normal business hours; provided that in all cases, AAA shall give COUNTY reasonable prior written notice and shall not unreasonably interrupt COUNTY's business.

(j) The rights and privileges granted herein to COUNTY to utilize facilities located outside of the Leased Premises (conference rooms, cafeteria, parking areas, etc.) shall be limited to only the employees of the COUNTY who work within the Leased Premises and

patrons of the Economic Development Office operated by COUNTY within the Leased Premises.

**SECTION 8. QUIET POSSESSION.** AAA shall warrant and defend COUNTY in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

**SECTION 9. ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS:**

(a) COUNTY shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of AAA.

(b) All rights, obligations, and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees, and permitted assignees of said parties.

**SECTION 10. INSURANCE.** COUNTY shall at its expense maintain liability insurance in an amount not less than \$1,000,000 per person and \$3,000,000 per occurrence which shall:

- (a) name AAA (and its officers and employees) as an insured;
- (b) provide that it shall not be amended or terminated without at least thirty (30) business days' prior notice to AAA;
- (c) be issued by a company reasonably acceptable to AAA; and
- (d) otherwise be in form and content reasonably acceptable to AAA.

COUNTY shall also obtain any insurance on its movable partitions, furniture, equipment and other personal property in such amounts as are reasonably determined by COUNTY, and containing appropriate endorsements waiving the insurer's right of subrogation against AAA.

COUNTY shall have the right to provide its required insurance coverage pursuant to blanket policies obtained by the COUNTY, provided such blanket policies afford coverage to the Leased Premises, AAA and COUNTY. During the term of this Lease, AAA shall maintain standard commercial general liability insurance or equivalent form with a limit of not less than \$3,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit. During the term of this Lease, AAA shall maintain all risk property insurance on the Building, the Leased Premises and the Common Areas. A certificate of the insurer evidencing the existence and amount of each required insurance policy shall be delivered by each party to the other before the Commencement Date and thereafter within thirty (30) business days after any written demand. No such policy shall be cancelable except after thirty (30) business days' written notice to AAA and COUNTY. Each party shall furnish the other with proof of renewal or qualified replacement policies at least ten (10) business days before expiration of the original. All coverages required under this Lease shall be maintained for the duration of this Lease. AAA and COUNTY each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy which either may have been in force at the time of the loss or damage.

**SECTION 11. DISCHARGE OF HAZARDOUS MATERIALS.** Notwithstanding anything to the contrary set forth in this Lease, COUNTY shall not discharge into any sanitary sewer system serving the Building any toxic or hazardous materials. Any toxic or hazardous materials which are used by COUNTY at the Leased Premises shall be handled and disposed of as required by and in compliance with all applicable local, State and Federal laws, ordinances and rules and regulations or shall be pre-treated to the level of domestic wastewater prior to the discharge into any sanitary sewer system serving the Building. COUNTY agrees to indemnify and hold harmless, to the limits permitted under Florida law, AAA from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by AAA in connection with the use or discharge by COUNTY of any toxic or hazardous materials in or about the Leased Premises, provided the same are caused solely by COUNTY, its agents or employees. AAA represents and warrants that to the best of its knowledge after due inquiry, the Leased Premises are presently free of asbestos, toxic waste, and other hazardous materials in amounts exceeding legally established maximum thresholds. COUNTY agrees to indemnify and hold harmless, to the limits permitted under Florida law, AAA, its directors, officers, partners and any of its employees, against all costs incurred (including without limitation amounts paid pursuant to penalties, fines, orders, reasonable attorneys' fees and court costs), arising out of any claim made by Federal, State or local agencies or departments or private litigants or third parties with respect to

violations of alleged violations of environmental or health laws, rules, regulations, orders or common law, to the extent caused by COUNTY, its agents or employees. For the purposes of this Lease, "hazardous materials" shall mean substances defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Hazardous Materials Transportation Act, as amended; the Federal Resource Conservation and Recovery Act, as amended ("RCRA"); oil and underground storage tanks; asbestos and material containing asbestos; those substances defined as "hazardous wastes", hazardous materials" or "hazardous substances" in the laws of the state in which the real property is located; and as such substances are defined in the regulations adopted and publications promulgated pursuant to said laws (said laws and regulations referred to herein as "Environmental Laws") but shall not include those substances or products for use in amounts and for purposes approved by governmental authorities or those typically used, stored, generated or disposed of in a facility of this type provided such substances have been and are used, stored, generated or disposed of in compliance with all Environmental Laws.

**SECTION 12. SATELLITE DISHES; ROOF RIGHTS.** COUNTY may not erect, install and maintain any satellite dishes or any other antennae on the roof or exterior of the Building.

**SECTION 13. EMINENT DOMAIN, FIRE AND CASUALTY.** If less than the whole but not more than twenty percent (20%) of the Leased Premises shall be taken under eminent domain, COUNTY shall have the right

either to terminate this Lease and declare the same null and void, or subject to AAA's right to termination as set forth below, to continue in the possession of the remainder of the Leased Premises, and shall notify AAA in writing within thirty (30) days after such taking of COUNTY's intention. In the event that COUNTY elects to remain in possession, all of the terms herein provided shall continue in effect, except that the Rent shall be reduced in proportion to the amount of the Leased Premises taken and AAA shall, at its own cost and expense, make all the necessary repairs or alterations to the exterior and interior of the Building so as to constitute the remaining Premises a complete architectural unit. If more than thirty percent (30%) of the floor area of the Building shall be taken under power of eminent domain, AAA or COUNTY may, by written notice to the other, terminate this Lease. If the Leased Premises shall be partly damaged by fire or any other cause, the damage shall be repaired as expeditiously as possible by and at the expense of AAA (to the extent of available insurance proceeds), and further COUNTY may elect to terminate this Lease if;

(a) AAA fails to give written notice within thirty (30) days from the date of such damage of its intention to repair the Leased Premises; or

(b) AAA fails to repair the Leased Premises to a condition substantially suitable for the intended use within ninety (90) days from the date of such damage. If the Leased Premises are totally destroyed or rendered wholly untenable by fire or any other cause, this Lease shall terminate at the election of either party, written

notice of such election to be given within thirty (30) days after the date of the damage; provided, however, AAA may not terminate this Lease unless AAA terminates the leases of all other tenants in the Building similarly situated to COUNTY.

In the event that neither party terminates this Lease, AAA shall restore the Leased Premises to the condition in which they existed prior to the destruction within one hundred eighty (180) days from the date of the damage, and further, upon AAA's failure to complete such repairs, COUNTY may elect to terminate this Lease. During the period of time that the Leased Premises shall be damaged by fire or any other cause, the Rent shall be abated on a pro rata basis from the date of the damage until the date of substantial completion of the repairs based on the proportion of the rentable area of the Premises, that COUNTY is unable to use during the repair period. Notwithstanding anything set forth herein to the contrary, COUNTY waives and assigns to AAA any and all rights relating to condemnation and/or insurance proceeds relating to any eminent domain taking or casualty loss referenced above.

**SECTION 14. TERMINATION.**

(a) AAA and COUNTY each shall have the right to terminate this Lease for convenience upon at least ninety (90) days prior written notice to the other (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed hereunder for the period up to the Early Termination Date and each party may continue to enforce against the other all rights and

remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party shall still be entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

(b) Any one or more of the following events shall constitute an "Event of Default" on the part of COUNTY hereunder:

(1) the failure of COUNTY to pay any monthly installment of rent, or any other sum provided for herein, on or before the date due provided such failure is not cured within fifteen (15) business days of receipt of written notice thereof from AAA (provided, however, AAA shall not be obligated to provide more than two (2) such notices during any twelve (12) month period 

(2) the failure of COUNTY to perform any obligation required hereunder (other than a default involving the payment of rent or other sum as provided above), which failure is not cured within thirty (30) business days of receipt of written notice thereof by AAA; provided, however, that if such obligation is of such a nature that it could not reasonably be performed within thirty (30) business days, such thirty (30) day period shall be extended for a reasonable period if COUNTY institutes performance promptly upon receipt of said notice and thereafter diligently and continuously pursues performance; and/or

(3) any bankruptcy, assignment for the benefit of creditors or appointment of receiver on behalf of COUNTY, if any such bankruptcy, assignment or appointment is not dismissed or vacated

within thirty (30) business days from the date thereof. Upon occurrence of an Event of Default on the part of COUNTY hereunder, AAA may institute legal proceedings against COUNTY to:

- (1) collect payment of any sums owed by COUNTY hereunder;
- (2) compel performance of any obligation required to be performed by COUNTY hereunder including, where appropriate, actions for specific performance and/or injunctive relief;
- (3) terminate COUNTY's right of possession under the Lease and re-take the Leased Premises, without terminating the Lease; and/or
- (4) terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies shall be non-exclusive in nature.

Provided AAA prevails in enforcing its rights under this Lease, any reasonable costs and expenses  incurred by AAA (including, without limitation, court costs and reasonable attorneys' fees) in enforcing any of its rights and remedies under this Lease shall be paid by COUNTY to AAA upon demand. Upon occurrence of an "Event of Default" on the part of COUNTY, AAA may, at its election, exercise one or more of the foregoing remedies, which remedies are not deemed to exclude the exercise of such additional remedies as may be otherwise available at law or in equity. No re-entry or re-taking of possession of the Leased Premises by AAA shall be construed as an election on AAA's part to terminate COUNTY's liability under the Lease unless a written notice of such intention is given by AAA to COUNTY. AAA's acceptance of payments after an Event of Default on the part of COUNTY has occurred shall not be construed as a waiver of the Event of Default by AAA.

Forbearance by AAA to enforce any remedy hereunder shall not be deemed a waiver of any other violation, default or remedy. Notwithstanding anything set forth herein to the contrary, enforcement by AAA of COUNTY's indemnification obligations set forth herein shall survive any termination of the Lease. AAA may, at its discretion, re-let the Leased Premises at the risk of COUNTY who for the residue of the term hereof and for such further time as said term shall have been extended, if at all, shall remain responsible for the rent and charges herein reserved and shall be credited with such amounts only as shall be actually realized by AAA. AAA shall use reasonable efforts to mitigate any damage accruing as a result of a default by COUNTY. Notwithstanding the foregoing, AAA and COUNTY hereby waive any right provided by law to seek ex-parte relief by way of confession of judgment.



(c) There shall be an "Event of Default" on the part of AAA if AAA fails to pay any sum or perform any obligation required hereunder, which failure is not cured within fifteen (15) business days of receipt of written notice thereof by COUNTY; provided, however, that if any such obligation is of such a nature that it could not reasonably be performed within fifteen (15) business days, such fifteen (15) day period shall be extended a reasonable period if AAA institutes performance promptly upon receipt of said notice and thereafter diligently and continuously pursues performance. Upon occurrence of an Event of Default on the part of AAA hereunder, COUNTY may institute legal proceedings against AAA to:

- (1) collect payment of any sums owed by AAA hereunder;

(2) compel performance of any obligation required to be performed by AAA hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and/or

(3) terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies shall be non-exclusive in nature.

Provided that COUNTY prevails in enforcing its rights under the Lease, any reasonable costs and expenses incurred by COUNTY (including, without limitation, court costs and reasonable attorneys' fees) in enforcing any of its rights and remedies under this Lease shall be paid by AAA to COUNTY upon demand. Notwithstanding anything set forth herein to the contrary, enforcement by either party of the indemnification obligations set forth herein shall survive any termination of the Lease for a period of two (2) years.

**SECTION 15. WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by AAA or by COUNTY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

**SECTION 16. AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

**SECTION 17. HOLDING AFTER TERMINATION.** If after the expiration of this Lease, COUNTY shall hold over and remain in possession of the

Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month-to-month on the same terms and conditions contained herein.

**SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY'S administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(1) COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code.

(2) COUNTY administrative dispute resolution procedures for contract claims, including all controversies arising under this Agreement, are set forth in  Section 220.102, "Contract Claims", Seminole County Code.

(b) AAA agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY'S administrative dispute resolution procedures set forth in subsection (a) above of which AAA had knowledge of and failed to present during COUNTY'S administrative dispute resolution procedures.

(c) In the event that COUNTY'S administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation

shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 19. CONFLICT OF INTEREST.**

(a) AAA agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) AAA hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of AAA to be conducted here, and that no such person shall have any such interest at any time during the term of this Lease.

(c) Pursuant to Section 216.347, Florida Statutes, AAA hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**SECTION 20. ESTOPPEL CERTIFICATES.** Either party shall, within fifteen (15) business days after a request from time to time (but not more frequently than once during any twelve (12) month period) made by the other party and without charge, give an estoppel certificate stating that:

(a) this Lease is in full force and effect and unmodified or, if modified, stating the modifications;

(b) AAA and/or COUNTY is not in default in the performance or observance of any other covenant or condition to be performed or observed under this Lease or, if AAA and/or COUNTY is in default, stating the specifics of such default;

(c) no event has occurred which constitutes an Event of Default on the part of AAA or COUNTY or authorizes, or with the lapse of time would constitute an Event of Default on the part of AAA or COUNTY or authorize AAA or COUNTY to terminate this Lease or, if such event has occurred, stating the specifics of such event;

(d) COUNTY has no offsets, counterclaims or defenses or, if COUNTY has any such offsets, counterclaims or defenses, stating them;

(e) the date of which rents and other amounts payable hereunder by COUNTY have been paid; and (

f) any other matters which may be reasonably requested by the requesting party.

**SECTION 21. BROKERAGE.** AAA and COUNTY each hereby represent and warrant to each other that it has not engaged, employed or utilized the services of any business or real estate brokers, salesman, agents or finders in the initiation, negotiation or consummation of this Lease, but has dealt and negotiated only directly with the other. On the basis of such representation and warranty, each party hereby agrees to indemnify and hold harmless the other party from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liability of any nature whatsoever asserted

against or incurred by the other regarding the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by the indemnifying party.

**SECTION 22. NO CONSTRUCTION LIENS.** Pursuant to Section 713.10, Florida Statutes, AAA and COUNTY hereby declare that the terms of this Lease prohibit expressly the subjecting of AAA's interest in the Leased Premises and Building to any liens for improvements made by COUNTY. COUNTY acknowledges that it has no authority to contract for work which could result in any construction liens being filed against AAA's interest in the Leased Premises or Building and agrees to indemnify and hold harmless AAA, to the extent permitted by law, from and against any and all  damages, expenses (including reasonable attorneys' fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by AAA in connection with any such liens arising due to work performed by or at the direction of COUNTY. If, notwithstanding the foregoing prohibition, any such liens are filed, COUNTY agrees to promptly pay and cause the same to be released of record.

**SECTION 23. SUBORDINATION.** This Lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. AAA represents and warrants that as of the date hereof there is:

(a) no mortgage of, or holder of a deed of trust on the Building or Land;

(b) no ground lease affecting the Land, Building or Leased Premises.

COUNTY shall execute promptly any certificate or other instrument that AAA reasonably may request that shall be necessary or proper to give effect to such subordination. COUNTY's obligation to subordinate this Lease to any mortgage is subject to the condition precedent that the mortgagee execute and deliver to the COUNTY an agreement not to disturb COUNTY's possession as long as there is no Event of Default with respect to any of the covenants or conditions of this Lease to be performed and observed by COUNTY.

**SECTION 24. CONSENT.** AAA and COUNTY each covenant and agree that in all instances where its consent  or approval is required pursuant to the terms of the Lease, it will not unreasonably withhold, condition, delay or deny such consent or approval.

**SECTION 25. WARRANTIES OF AUTHORITY.** AAA warrants that:

(a) AAA owns the Building within which the Leased Premises are situated;

(b) AAA has the authority to enter into this Lease with COUNTY;  
and

(c) there are no liens or similar claims (excluding mortgages) upon AAA or against the Building. COUNTY warrants that it has the authority to enter into this Lease with AAA.

**SECTION 26. RADON GAS.** 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.

**SECTION 27. NOTICES.** Any notices pursuant to this Lease shall be in writing and deemed given:

(a) upon actual delivery to a party at the address set forth below; or

(b) three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

**For AAA:** American Automobile Association  
Attn: General Counsel  
1000 AAA Drive  
Heathrow, FL 32746-5063

**With a copy to:** Stephen W. Snively, Esq.  
Holland & Knight, LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, FL 32801

**For COUNTY:** Director  
Seminole County Administrative Services Dept.  
200 W. County Home Road  
Sanford, FL 32773

Either party may change the address(es) or person(s) set forth for receipt of notices by providing written notice as provided for herein.

ATTEST:

AMERICAN AUTOMOBILE  
ASSOCIATION, INCORPORATED

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

[CORPORATE SEAL]

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

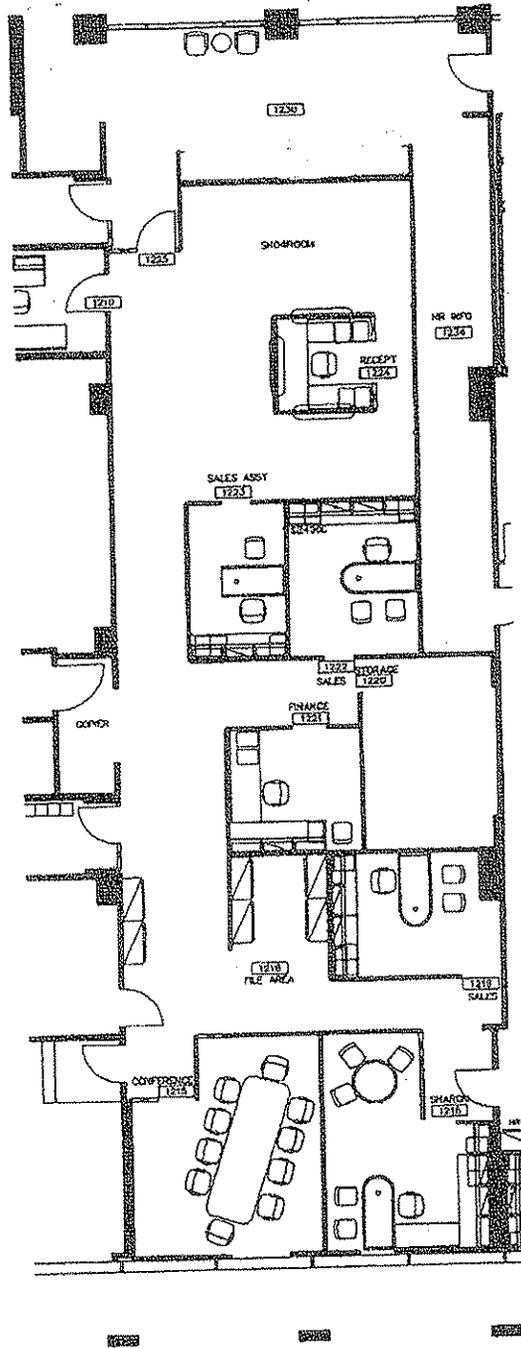
Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AEC/lpk/dg  
5/27/09 5/28/09 6/9/09  
P:\Users\Legal Secretary CSB\Administrative Services\Tourism Lease AAA.doc



Attachment:

- Exhibit "A" - Leased Space Description
- Exhibit "B" - Certificate of Exemption



AAA Layout  
Exhibit "A"



## Consumer's Certificate of Exemption

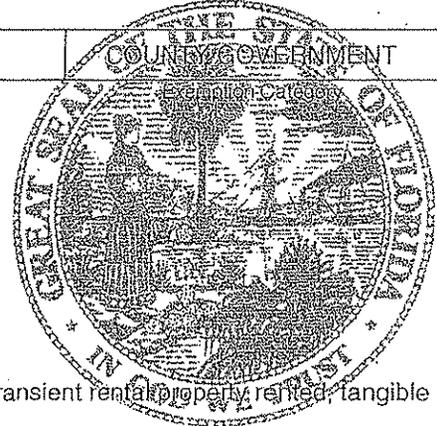
Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
01/06/07

85-8013708974C-0	11/01/2006	11/30/2011	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SEMINOLE COUNTY BOARD OF  
COUNTY COMMISSIONERS  
1101 E 1ST ST  
SANFORD FL 32771-1468



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

**Exhibit "B"**

RECEIVED  
 MAIL ROOM  
 JAN 15 11:56  
 SEMINOLE CO. FLA.  
 D.C.