

WILSHIRE PLAZA, PHASE II LEASE
(For use as Offices for the Clerk of the Court and Comptroller)

THIS LEASE is made and entered by and between **CRYSTAL BAY CLUB, LLC**, a Florida limited liability company, whose address is 5601 Windhover Drive, Orlando, Florida 32819, in this Lease referred to as "LANDLORD," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD is the owner of a certain building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida 32707 (the "Building"); and

WHEREAS, TENANT desires to lease space at 336 Wilshire Boulevard, Casselberry, Florida 32707, for use as offices for the Clerk of the Court and Comptroller for Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of approximately 3,000 square of the Building, which consists of that space more particularly described in the attached Exhibit "A" and is referred to below as the "Leased Premises."

Section 2. Term. The term of this Lease commences October 1, 2019, notwithstanding the date of signature by the parties and runs for a term of two (2) years, unless sooner terminated as provided below. If TENANT is not in default and regardless of whether LANDLORD has notified TENANT of any default, this Lease may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each by TENANT providing



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notice to LANDLORD not less than ninety (90) days prior to expiration of the current term at the time of the renewal.

Section 3. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of THREE THOUSAND ONE HUNDRED SIXTY-SEVEN AND 50/100 DOLLARS (\$3,167.50) for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month.

(b) Commencing on October 1, 2020 and on each Lease anniversary date thereafter while this Lease is in effect, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year, except that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year. It is TENANT's responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to LANDLORD.

Section 4. Condition of Leased Premises. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to its satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

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Section 5. Use of Leased Premises, Common Areas, and Parking

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

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

(c) As long as this Lease remains in effect, that the Leased Premises will 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. §9601, *et seq.* (2019), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the limitations of Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

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(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD, and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD guarantees to TENANT for the term and any renewal or extension of this Lease to provide and set aside six (6) reserved employee parking spaces for the TENANT's employees or agents. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris. In the event the reserved employee parking spaces fall below that required by TENANT, then TENANT's employees or agents may park in other than designated employee parking areas within Wilshire Plaza.

Section 6. Remodeling Improvements and Alterations. After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes. No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice

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of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2019), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7. At LANDLORD's option, LANDLORD and TENANT shall record a short form memorandum of this Lease in the Public Records of Seminole County in which the Building is located, containing the language of this subsection, the name of LANDLORD, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10, Florida Statutes (2019), as this statute may be amended from time to time.

Section 8. Maintenance. TENANT, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located in them that are 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, heating and air conditioning (HVAC) Units 3, 5, and 6, and ventilation equipment and fixtures, doors, windows, plate glass, and drains. LANDLORD is responsible for maintaining the roof and exterior, excluding all plate glass, of the Leased Premises, except those repairs caused by TENANT's negligence or misuse of the Leased Premises. LANDLORD is responsible for management and maintenance of the common areas of the Leased Premises and for maintenance of HVAC Unit 4 and any damages to TENANT, TENANT's property, or the Leased Premises caused by HVAC Unit 4. TENANT shall use reasonable efforts to report any such damages from HVAC Unit 4 to LANDLORD by 5:00 p.m. of the next business day following the occurrence of such damages.

Section 9. Utilities.

(a) LANDLORD shall promptly and timely pay for the cost of water, sewer, and garbage collection services provided to the Leased Premises. TENANT shall promptly and timely pay for the

costs of all other utilities and services provided to the Leased Premises, including electric, telephone, Internet, and janitorial services.

(b) LANDLORD has no liability for any loss or damage occasioned by the interruption or failure in the supply of electric, telephone, and janitorial services to the Lease premises for any reason whatsoever. No interruption, termination or cessation of electric, telephone and janitorial services will relieve TENANT of any of its duties and obligations under this Lease, including, without limitation, its obligation to pay all rents when due.

Section 10. Signs. TENANT shall not place, construct, erect, affix, or attach any sign, billboard, or other advertising material to the exterior of the Leased Premises without the prior written consent of LANDLORD as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LANDLORD may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion that the advertising media and proposed sign are not in keeping with LANDLORD's advertising scheme for the property. TENANT shall bear all costs associated with the purchase and installation of approved signage. TENANT shall keep and maintain all signs that it installs. TENANT is responsible for any expense or damage caused in removal of sign at the end of the term or earlier termination of this Lease. Notwithstanding any provision in this Section 10 to the contrary, LANDLORD acknowledges and confirms TENANT's existing signage at the Leased Premises on the Effective Date of this Lease is acceptable to LANDLORD.

Section 11. Indemnification. Each party shall indemnify and hold the other party 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 the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this

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Section 11 may not exceed the limits set forth in Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time.

Section 12. Insurance. TENANT shall maintain its own insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the TENANT of the Leased Premises, excepting adjacent sidewalks and alleys. LANDLORD is not liable for any such claims arising out of its ownership of the Leased Premises.

Section 13. Waiver of Subrogation.

(a) TENANT covenants that with respect to any insurance coverage carried by TENANT in connection with the Leased Premises, such insurance must provide for the waiver by the insurance carrier of any subrogation rights against LANDLORD, its agents, servants and employees under TENANT's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

(b) Notwithstanding any other provision of this Lease, LANDLORD will not be liable to TENANT for any loss or damage, whether or not such loss or damage is caused by the negligence of LANDLORD, its agents, servants or employees, to the extent this loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by TENANT containing a waiver of subrogation clause as stated above.

Section 14. Assignment or Subletting.

(a) TENANT shall not assign this Lease or sublet all or any portion of the Leased Premises without the previous written consent of LANDLORD for each assignment or sublease. LANDLORD may grant or withhold consent to any assignment or sublease in its sole discretion. Notwithstanding any assignment or sublease, TENANT shall remain fully liable on this Lease and will not be released from performing any of the terms, covenants, and conditions of this Lease.

This prohibition includes any assignment or sublease that would otherwise occur by operation of law.

(b) LANDLORD may assign this Lease to any successor LANDLORD and TENANT hereby consents to any such assignment. LANDLORD shall notify TENANT of any such assignment in writing no later than ten (10) days after the date of the assignment. LANDLORD has no obligation under this Lease as to any claim arising after the transfer of its interest in the Leased Premises.

Section 15. Subordination and Estoppel Certificates.

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

Section 16. Condemnation or Eminent Domain.

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(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, 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 Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

Section 17. Damages or Destruction.

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds,

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shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenable, damaged as a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

Section 18. Surrender of Leased Premises.

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD "broom clean" in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

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(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 18 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

Section 19. Termination and Default.

(a) Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the

LANDLORD (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 under this Lease for the period up to the Early Termination Date. 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 will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination. TENANT's exercise of the right to early termination under this subsection does not constitute an Event of Default as described below.

(b) Any one or more of the following events constitute an "Event of Default" on the part of TENANT under this Lease:

(1) The failure of TENANT to pay any monthly installment of rent or any other sum provided for in this Lease on or before the date due, provided the failure is not cured within fifteen (15) business days of receipt of LANDLORD's written notice of such failure. LANDLORD is not be obligated to provide more than two (2) such notices during any twelve (12) month period.

(2) The failure of TENANT to perform any obligation required under this Lease (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 of such non-performance by LANDLORD. If such obligation is of such a nature that it could not reasonably be performed within thirty (30) business days, then the thirty (30) day period will be extended for a reasonable period if TENANT institutes performance promptly upon receipt of the notice and thereafter diligently and continuously pursues performance.

(3) Any bankruptcy, assignment for the benefit of creditors, or appointment of receiver on behalf of TENANT, if any such bankruptcy, assignment, or appointment is not dismissed or vacated within thirty (30) business days from the date of commencement .

(c) Upon occurrence of an Event of Default on the part of TENANT under this Lease, LANDLORD may institute legal proceedings against TENANT for any combination of the following:

(1) Collect payment of any sums owed by TENANT under this Lease.

(2) Compel performance of any obligation required to be performed by TENANT under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

(3) Terminate TENANT's right of possession under this Lease and re-take the Leased Premises without terminating the Lease.

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

(d) Upon occurrence of an "Event of Default" on the part of TENANT, LANDLORD 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.

(e) No re-entry or re-taking of possession of the Leased Premises by LANDLORD may be construed as an election on TENANT's part to terminate TENANT's liability under this Lease, unless a written notice of such intention is given by LANDLORD to TENANT.

(f) LANDLORD's acceptance of payments after an Event of Default on the part of COUNTY has occurred may not be construed as a waiver of the Event of Default by LANDLORD.

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(g) Forbearance by LANDLORD to enforce any remedy under this Lease may not be deemed a waiver of any other violation, default or remedy.

(h) Notwithstanding anything set forth in this Lease to the contrary, enforcement by LANDLORD of TENANT's indemnification obligations set forth in this Lease will survive any termination of this Lease.

(i) At LANDLORD's discretion, LANDLORD may re-let the Leased Premises at the risk of TENANT, which for the residue of the term of this Lease and for such further time as this term has been extended, if at all, will remain responsible for the rent and charges in this Lease reserved and will be credited with only the amounts that are actually realized by LANDLORD.

(j) TENANT shall use reasonable efforts to mitigate any damage accruing as a result of a default by TENANT.

(k) Notwithstanding the foregoing, LANDLORD and TENANT hereby waive any right provided by law to seek ex-parte relief by way of confession of judgment.

(l) The following constitutes an "Event of Default" on the part of LANDLORD: If LANDLORD fails to pay any sum or perform any obligation required under this Lease, which failure is not cured within fifteen (15) business days of receipt of TENANT's written notice of such failure. 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 will be extended a reasonable period if LANDLORD institutes performance promptly upon receipt of this notice and thereafter diligently and continuously pursues performance. Upon occurrence of an Event of Default on the part of LANDLORD under this Lease, TENANT may institute legal proceedings against LANDLORD, which may include any combination of the following:

(1) Collect payment of any sums owed by LANDLORD under this Lease.

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(2) Compel performance of any obligation required to be performed by LANDLORD under this Lease including, where appropriate, actions for specific performance, injunctive relief or both.

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

Section 20. Attorney's Fees. In the event of a dispute over the terms of this Agreement that results in litigation or of the exercise of any remedy set forth in Section 19 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

Section 21. Inspection. Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

Section 22. Holding Over. In the event TENANT or any other party remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, TENANT will be deemed to be occupying the Leased 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 these conditions, provisions, and obligations are applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

Section 23. 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 in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

Section 25. Severability. If any provision or application of this Lease to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 26. Successors. This Lease and the covenants and conditions contained in this Lease inures to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

Section 27. Entire Agreement. This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

Section 28. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

Section 29. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2019), the following notice is hereby given to the undersigned TENANT.

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 health department.

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

Section 30. Authority. TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

Section 31. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause

others to violate the provisions of Part III, Chapter 112, Florida Statutes (2019), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2019), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 32. Consent. LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

Section 33. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(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 LANDLORD:

Carl Bauer, Authorized Representative
Central Florida Investments, Inc.
5601 Windhover Drive
Orlando, Florida 32819

With copy to:

David Lenox, Esq.
Greenspoon Marder, P.A.
201 East Pine Street
Suite 500
Orlando, Florida 32801

For TENANT:

Public Works Department
Fleet and Facilities Management Division
205 West County Home Road
Sanford, Florida 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

Section 34. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

Section 35. Effective Date. The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

[Signature page continues on Page 19.]

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes state
above.

ATTEST:

CRYSTAL BAY CLUB, LLC
a Florida Limited Liability Company

By: Central Florida Investments, Inc.
a Florida corporation
its Managing Member

By: Carl D. Bauer

Print Name: CARL BAUER

Title: Authorized Representative

Date: 9/9/2019

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CB

ATTEST

GRANT MATOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

BREND A CAREY, Chairman

Date:

09-24-2019

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its September 24
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre

08/27/19

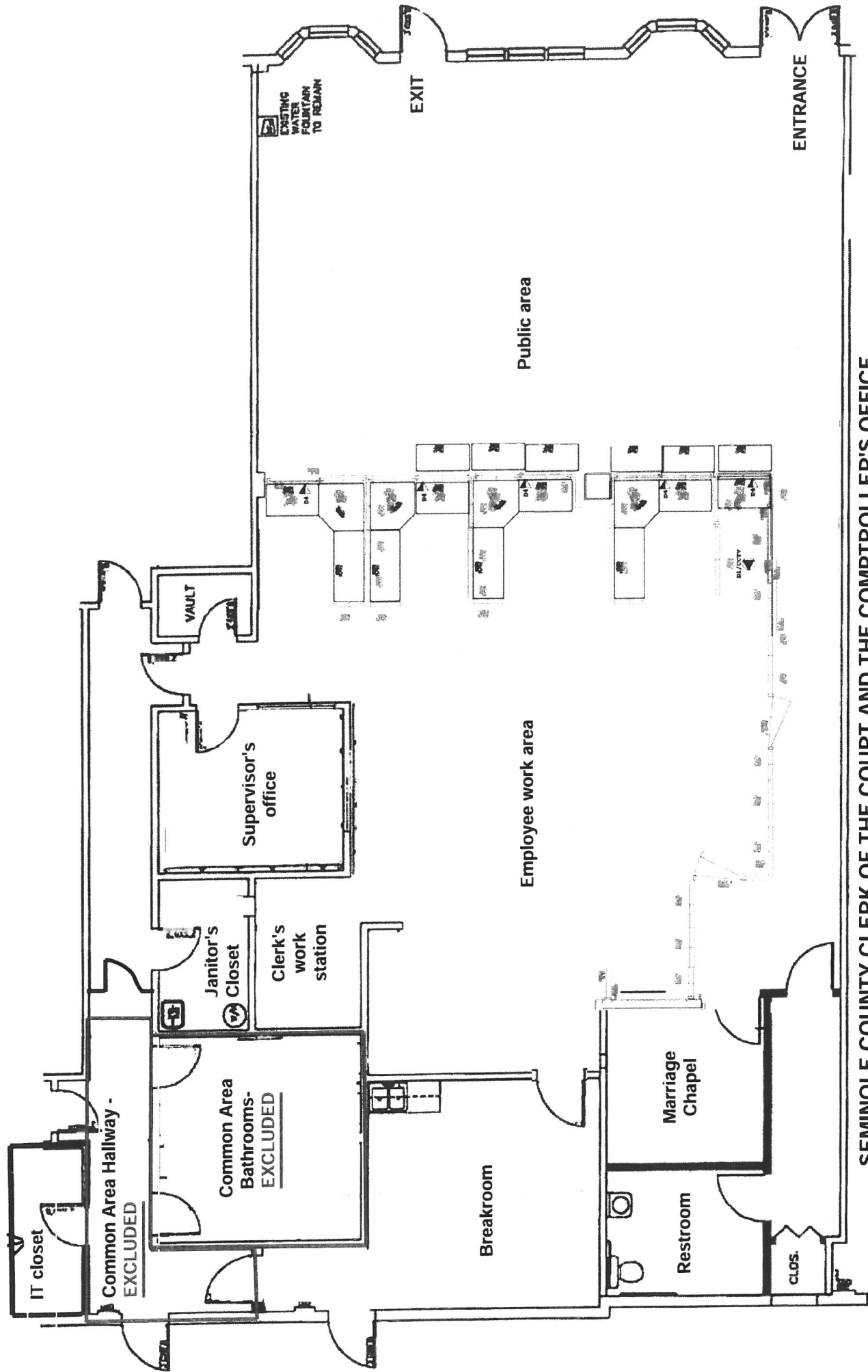
Attachment:

Exhibit "A"- Floor Plan

T:\Users\dedge\My Documents\Leases\2019\Wilshire Plaza Lease Crystal Bay Club Clerk's office.docx

11

EXHIBIT "A"



SEMINOLE COUNTY CLERK OF THE COURT AND THE COMPTROLLER'S OFFICE

East Branch - Wilshire Plaza
336 Wilshire Blvd, Casselberry, FL 32707