

**FLORIDA AUTO AUCTION PROPERTIES, LLC, d/b/a
ORLANDO LONGWOOD AUTO AUCTION /SEMINOLE COUNTY
LEASE**

THIS LEASE is made and entered into by and between **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD," and **FLORIDA AUTO AUCTION PROPERTIES, LLC, d/b/a ORLANDO LONGWOOD AUTO AUCTION**, whose address is 2800 N. U.S. Highway 17-92, Longwood, Florida 32750, hereinafter referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD is the owner of certain real property located at 2925 N. U.S. Highway 17-92, Longwood, Florida; and

WHEREAS, TENANT desires to lease a portion of LANDLORD's property located at 2925 N. U.S. Highway 17-92, Longwood, Florida and LANDLORD desires to provide this space;

NOW, THEREFORE, 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 does hereby grant to TENANT and TENANT does hereby accept from LANDLORD for TENANT'S exclusive use and occupancy the portion of LANDLORD'S property located at 2925 N. U.S. Highway 17-92, Longwood, Florida described on the attached Exhibit "A" Sketch of Description, consisting of 8.61 acres which includes four hundred ninety (490) paved striped parking spaces and a three thousand (3,000) square foot building known as the former Used Car building, hereinafter referred to as "Leased Premises". The Leased Premises is depicted on the attached Exhibit "B" aerial map as the area outlined in blue, less the buildings labeled "NOT INCLUDED."

Section 2. Term. The term of this Lease commences on December 1, 2016 and runs for three (3) years, unless terminated sooner as provided in this Lease. The Lease, upon mutual agreement of LANDLORD and TENANT, may be renewed upon the same terms and conditions for two (2) additional periods of three (3) years.

Section 3. Rent; Annual Rent Adjustment.

(a) The rent to be paid by TENANT for the Leased Premises is One Hundred Thousand and No/100 Dollars (\$100,000.00) for annually payable to LANDLORD with the first monthly payment of the first year of the rental period to be Eight Thousand Three Hundred Thirty-Three and 37/100 Dollars (\$8,333.37) and the remaining eleven monthly payments of the first year of the rental period to be Eight Thousand Three Hundred Thirty-Three and No/100 Dollars (\$8,333.33). Monthly rent payment amounts for subsequent years will increase by two percent as provided in Section 3(b) below. TENANT shall submit the monthly rent payments to Contracts and Leasing Coordinator, 205 West County Home Road, Sanford, FL 32773.

(b) Commencing on December 1, 2017, and continuing each December 1 thereafter for the duration of this Lease including all renewal terms, the rent will increase annually by two percent (2%).

Section 4. Utilities, Janitorial Service, Maintenance and Repairs. During the term of this Lease, TENANT shall, at its expense, pay for insurance, security, utilities (including electricity, water and sewer, and trash collection), landscaping and irrigation, and all maintenance and repairs for the Leased Premises.

Section 5. Possession.

(a) Delivery of possession within the meaning of this Lease will be accomplished by LANDLORD's delivery to TENANT of the key(s) to the two gates to the Leased Premises along

U.S. Highway 17-92 and the key(s) to the 3,000 square foot former Used Car building on the Leased Premises. At the commencement of the term of this Lease, the Leased Premises will be delivered to TENANT in a condition that is in good order, repair, safe, clean, and tenantable. TENANT shall take possession of the Leased Premises AS IS.

(b) LANDLORD agrees that upon the date of delivery of possession to the TENANT, the Leased Premises will be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, TENANT will conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects.

Section 6. No Remodeling Privileges. Under this Lease, TENANT has no right to remodel, alter or make changes to the Leased Premises.

Section 7. Use of Leased Premises; Prohibited Activities. TENANT is permitted to use the Leased Premises for the delivery, parking and transport of motor vehicles in conjunction with the operation of TENANT's auto auction business situated on the west side of U. S. Highway 17-92 across from the Leased Premises. TENANT is prohibited from using or permitting the use of the Leased Premises for any of the following activities:

A. Mechanical work, oil changes, car washing, parking or storing of any vehicle known by TENANT to have an oil leak, and installation or storage of any fuel tank (gas, diesel or oil).

B. Any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of Seminole County.

C. Using or keeping any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of the building, or increase the hazard of risk.

D. Creating or permitting any nuisance on the Leased Premises.

Section 8. Quiet Possession. LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

Section 9. Assignment and Subletting; Successors.

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extend to and bind the several and respective heirs, executors, administrators, and successors.

Section 10. Installation and Removal of Equipment and Fixtures. TENANT has the right to move and place on the Leased Premises equipment and other items necessary for TENANT's use of the Leased Premises. TENANT may install fixtures necessary for TENANT's use, including perimeter fencing. All equipment and property placed by TENANT at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, will remain the property of TENANT and TENANT has the right, at any time during the term of this Lease or at the end of this Lease, to remove all such equipment, property, and fixtures. All fixtures furnished by LANDLORD will remain the property of LANDLORD and may not be removed by TENANT.

Section 11. Landlord's Right to Inspect the Leased Premises. LANDLORD reserves the right to inspect the Leased Premises upon reasonable notice to TENANT.

Section 12. Fire and Casualty.

(a) LANDLORD covenants and agrees that it shall carry fire and casualty insurance for the buildings on the Lease Premises. In the event the Leased Premises or a major portion of the Leased Premises are damaged or destroyed by casualty, fire, vandalism or otherwise, to an extent which renders them untenable, as LANDLORD may determine, LANDLORD may rebuild or repair such damaged or destroyed portions. In the event LANDLORD elects not to rebuild or repair the Leased Premises or fails to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD is not liable to TENANT for any damage to TENANT's personal property caused by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused. It is understood that TENANT shall look solely to its insurer for reimbursement of damage to TENANT's personal property.

Section 13. Insurance. The insurance minimum limits to be procured and maintained by TENANT, at TENANT's own cost, (inclusive of any amounts provided by an Umbrella or Excess policy) must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Property	\$ 500,000

In addition, TENANT's insurance must cover TENANT at the minimum limit of \$1,000,000 for Each Occurrence for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any autos.

TENANT must furnish LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and naming Seminole County, Florida, its officials, officers and employees as Additional Insureds. The Certificate of Insurance must provide that LANDLORD will be given not less than thirty (30) days' written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

Section 14. Hold Harmless. Each party shall 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 party's, its agents', or employees' negligence or fault, to the extent permitted by law.

Section 15. Termination. In the event that Seminole County requires all or any portion of the Leased Premises for other County purposes, LANDLORD may terminate this Lease as to such required portion of the Leased Premises upon ninety (90) days' prior written notice to Tenant. If the County terminates this Lease as to a required portion of the Leased Premises, rent will be prorated on the following basis: (1) Thirty Nine Thousand and 50/100 Dollars (\$39,999.50) as the

annual rent for the three thousand (3,000) square foot building, and/or (2) One Hundred Twenty-Two and 45/100 Dollars (\$122.45) per striped paved parking space which is based on Sixty Thousand and 50/100 Dollars (\$60,000.50) as the annual rent for the total four hundred ninety (490) striped paved parking spaces.

Section 16. Surrender of Possession. TENANT shall deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when TENANT takes possession, except for ordinary wear and tear, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

Section 17. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDLORD or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach of this Lease.

Section 18. Entire Agreement. It is understood and agreed that the entire agreement of the parties as to the subject matter of this Lease is contained in this Lease, as this Lease may be amended pursuant to Section 18 below, which supersedes all oral agreements, negotiations, and prior and future agreements between the parties that may relate to the Leased Premises.

Section 19. Amendment or Modification. Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease, and that no amendment or modification of this Lease will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

Section 20. Holding Over After Termination. If, after the expiration of this Lease, TENANT holds over and remains in possession of the Leased Premises, then such holding over

will be deemed to be a periodic tenancy from month to month on the same terms and conditions contained in this Lease.

Section 21. Dispute Resolution; Venue. Either party to this Lease may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Lease. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. The parties agree that, in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 22. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, 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 23. Notices. Any notice delivered with respect to this Lease must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this section:

For LANDLORD:

Contracts and Leasing Coordinator
Fleet and Facilities Division
Public Works Department
205 West County Home Road
Sanford, FL 32773

For TENANT:

Florida Auto Auction Properties, LLC
d/b/a Orlando Longwood Auto Auction
2800 N. U.S. Highway 17-92
Longwood, FL 32750

Section 24. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Lease.

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

Section 26. Public Records Law.

(a) LANDLORD and TENANT acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016) as this statute may be amended from time to time, to release public records to members of the public upon request.

TENANT and LANDLORD acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, in the handling of the materials created under this Lease and that this statute controls over the terms of this Lease.

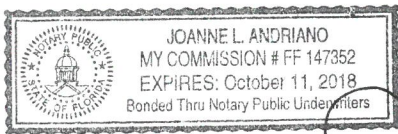
(b) Failure to comply with this Section will be deemed a material breach of this Lease, for which the non-breaching party may terminate this Lease immediately upon written notice to the breaching party.

Section 27. 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose contained in this Lease.

ATTEST:

_____, Secretary



FLORIDA AUTO AUCTION PROPERTIES,
LLC, d/b/a ORLANDO LONGWOOD
AUTO AUCTION

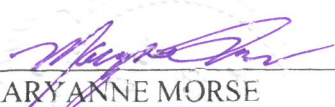
By: SOUTH FLORIDA AUTO AUCTION
OF FT. LAUDERDALE, INC., its:
Manager/Member

By: Cheryl Lorenz
Cheryl Lorenz, President

Date: Mar 17, 2016

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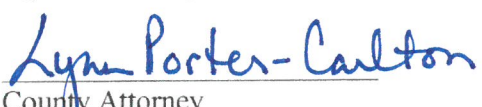
ATTEST:



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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.



County Attorney

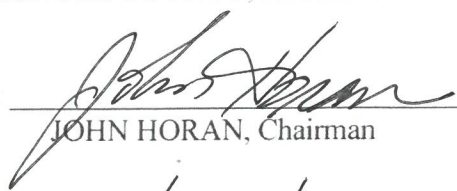
LP-C

Attachments: Exhibit "A" – Sketch of Description
Exhibit "B" – Aerial Map

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

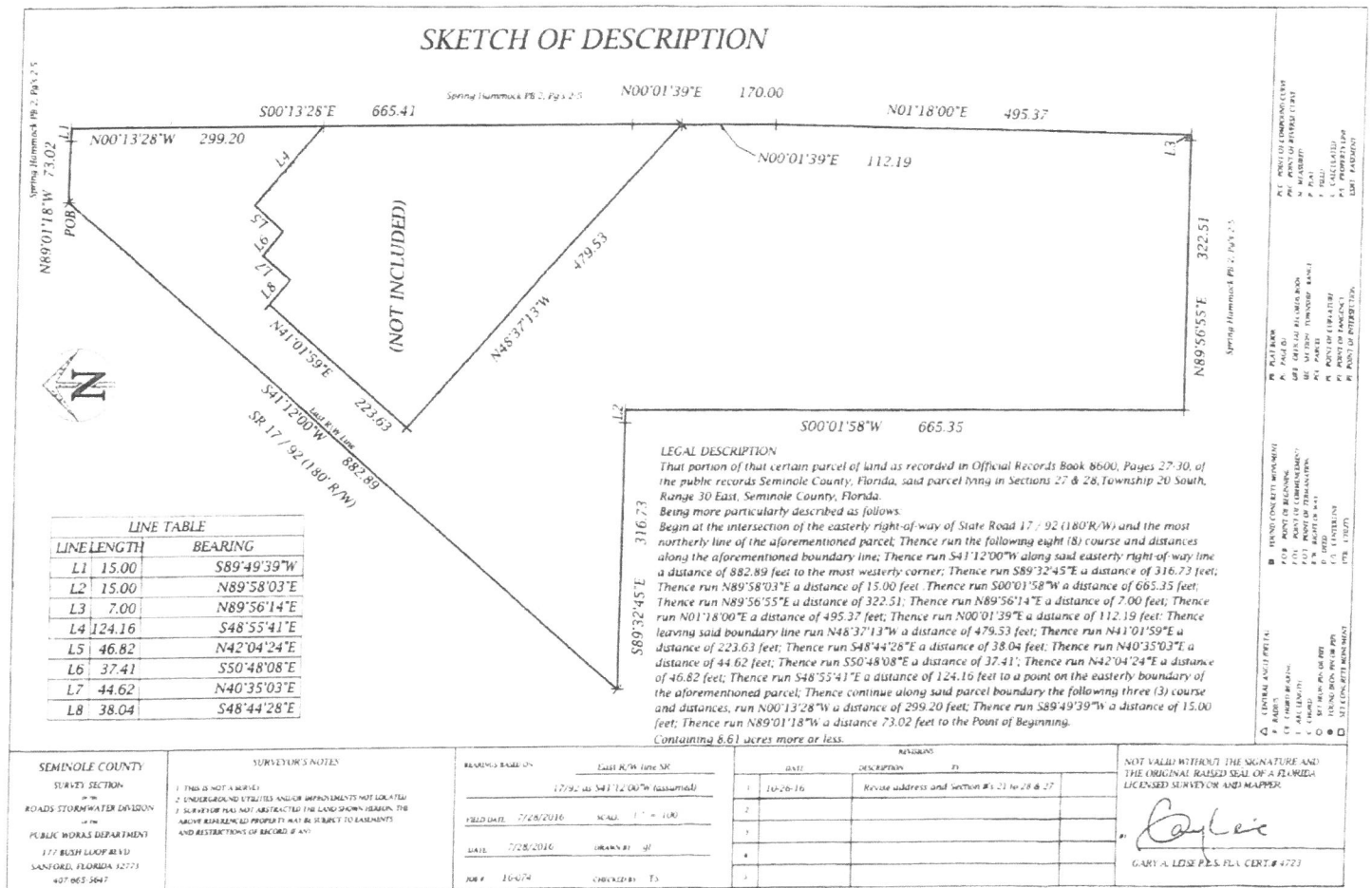

JOHN HORAN, Chairman

Date: _____

11/22/16

As authorized for execution by the Board of
County Commissioners at its November 15,
2016, regular meeting.

EXHIBIT "A"



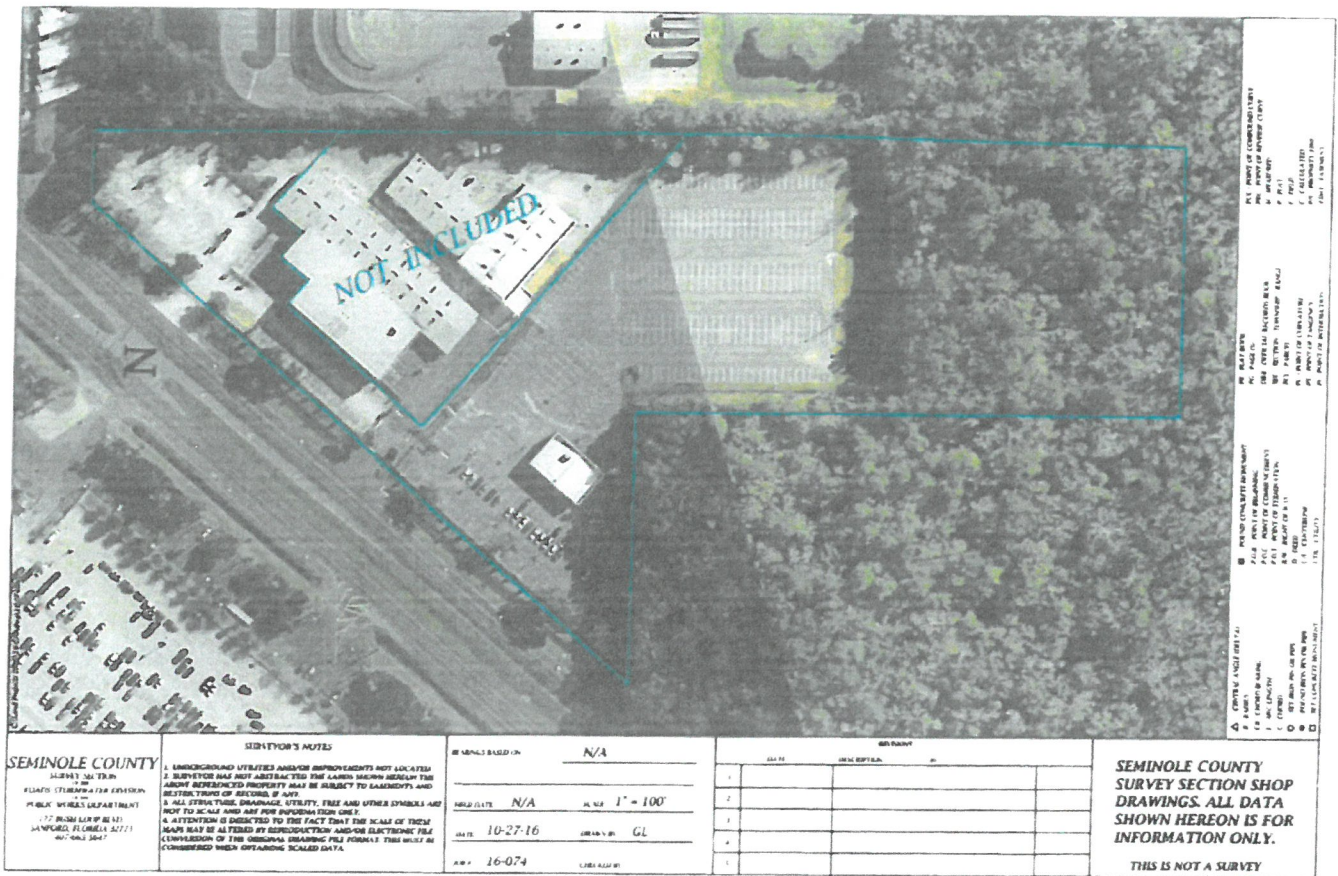


EXHIBIT "B"