

**REFLECTIONS OF HIDDEN LAKE
COMMUNITY SERVICES DEPARTMENT LEASE**

THIS LEASE is made and entered into by and between **A & Z VENTURES, LLC**, a Florida limited liability company, whose address is 105 Bella Vista Court, Murrysville, Pennsylvania 15668, in this Lease referred to as "LANDLORD," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD is the owner of a certain building known as Reflections of Hidden Lake, located at 534 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, TENANT desires to lease space at 534 West Lake Mary Boulevard for use as offices for the Seminole County Community Services Department,

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 hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 11,449 square feet on the first floor of the building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773. The Leased Premises consist of that space more particularly described on the first page of Exhibit "A" attached to this Lease. The parties acknowledge and agree that the square footage and the specifications as contained on the first page of Exhibit "A" are approximate, with 11,449 square feet to be used as office space for the Community Services Department staff.

Section 2. Term. The term of this Lease commences on October 1, 2019, and continues for a term of five (5) years, unless terminated sooner as provided in this Lease.

Section 3. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of FOURTEEN AND 15/100 DOLLARS (\$14.15) per square foot for the 11,449 square feet of office space for the term of this Lease. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period.

(b) Commencing on October 1, 2020 and continuing on each subsequent October 1 during the term of this Lease, 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. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more than hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A & Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

Section 4. Utilities, Janitorial Service, Repair, and Maintenance.

(a) During the term of this Lease, LANDLORD shall provide TENANT at the Leased Premises the following items at LANDLORD's expense:

(1) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface (excluding paint), windows, roofs, and doors (original buildout only, not including TENANT's improvements), unless such repair can be demonstrated as being necessary due to TENANT's negligence. LANDLORD shall acknowledge TENANT's repair and maintenance requests in writing to TENANT within two (2) hours of LANDLORD's receipt of the request.

(2) Pest control.

(3) Trash removal.

(b) LANDLORD is solely responsible for the costs of all janitorial services, utilities, including electric, water, and sewer. Janitorial services must be provided Monday through Friday and must comply with the Scope of Services attached to this Lease as Exhibit "B."

Section 5. Possession.

(a) Delivery of possession within the meaning of this Lease will be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. The Leased Premises will be delivered to TENANT in a condition that is in good order and repair, safe, clean, and tenantable immediately upon TENANT taking possession of the Leased Premises. Otherwise, TENANT will take possession of the Leased Premises AS IS.

(b) LANDLORD warrants that, upon the date of delivery of possession to TENANT, the Leased Premises will be free of all violations, orders, or notices of violations issued by any public authority and of all liens and encumbrances, whether imposed by 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 or latent omissions, if any, in LANDLORD's construction.

Section 6. Remodeling Privileges. After occupancy of the Leased Premises by TENANT, LANDLORD grants TENANT the right to make partition changes, alterations, and decorations as TENANT desires at its own expense in the Leased Premises, except that TENANT shall make no structural change that would impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD. Prior to commencement of any remodeling, TENANT shall submit drawings of all modifications to LANDLORD for review and approval. LANDLORD shall not unreasonably withhold approval of any such modifications.

Section 7. Use of Leased Premises. During the term of this Lease, TENANT has the exclusive use of the Leased Premises for office space for the Community Services Department. TENANT covenants that it shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America or the State of Florida. TENANT shall not use or keep any substance or material in or about the Leased Premises that may vitiate or jeopardize the validity of the insurance of the Leased Premises or increase the hazard of risk. TENANT shall not permit any nuisance of 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 and Assigns.

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

(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, successors, permitted sublessees, and permitted assignees of the parties.

Section 10. Installation and Removal of Equipment, and Fixtures. TENANT has the right to move and install equipment, fixtures, and other items on the Leased Premises that are necessary for TENANT's use of the Leased Premises. All fixtures on the Leased Premises that are furnished by LANDLORD will remain the property of LANDLORD and must not be removed by TENANT. All equipment and property placed by TENANT at TENANT's 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. TENANT will have the right, at any time during the term of this Lease or at the end of the Lease, to remove all such equipment, property, and fixtures placed by TENANT.

Section 11. Fire Clause.

(a) During the term of this Lease, LANDLORD covenants and agrees that LANDLORD shall carry fire and extended coverage insurance. The insurance must contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion of the Leased Premises is damaged or destroyed by casualty, fire, or otherwise, to an extent that renders the Leased Premises untenable, as TENANT may determine, LANDLORD may rebuild or repair such damaged or destroyed portions of the Leased Premises. The obligation of TENANT to pay rent under this Lease will abate as to the damaged or destroyed portions during the time the Leased Premises are untenable. 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, at its option, may cancel and terminate this Lease.

(b) LANDLORD will not be liable to TENANT for any damage by fire or other peril to the Leased Premises, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached and whether or not such coverage is in effect, no matter how caused. TENANT shall look solely to its insurer for reimbursement for such damage.

(c) LANDLORD shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. LANDLORD shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. LANDLORD shall make the Leased Premises available for inspection by the State Fire Marshall at any reasonable time.

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

Section 13. Hold Harmless. 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. However, nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of TENANT beyond the waiver provided for in Section 768.28, Florida Statutes (2018), as this statute may be amended from time to time.

Section 14. Termination. TENANT may terminate this Lease at any time, upon ninety (90) days' notice to LANDLORD.

Section 15. Surrender of Possession. TENANT shall deliver up and surrender possession of the Leased Premises to LANDLORD at the expiration or termination of this Lease in as good condition as when TENANT took possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

Section 16. 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 under this Lease.

Section 17. Amendment or Modification. Both parties to this Lease acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Lease. 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 18. 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 19. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Lease, the parties shall exhaust TENANT's administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. TENANT's

administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Lease, LANDLORD hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in TENANT's administrative dispute resolution procedures set forth in subsection (a) above of which LANDLORD had knowledge and failed to present during TENANT's administrative dispute resolution procedures.

(c) In the event that TENANT's administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

(d) In the event of litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs from the other party.

Section 20. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of LANDLORD's obligations pursuant to this Lease with the TENANT or that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2019), as this statute may be amended from time to time, relating to ethics in government.

(b) LANDLORD hereby certifies that no officer, agent or employee of TENANT has any material interest (as defined in Section 112.312(15), Florida Statutes (2019), as this statute may be amended from time to time, as over five percent (5%)) either directly or indirectly, in the

business of LANDLORD to be conducted here, and that no such person will have any such interest at any time during the term of this Lease.

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

Section 21. Notice. 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 persons designated below, 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 according to this section:

For LANDLORD:

A & Z Ventures, LLC
c/o Dover International Company, Inc.
Registered Agent
1307 South International Parkway, Suite 1091
Lake Mary, FL 32746
Tel: 407-333-0711

For TENANT:

Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773
Tel: 407-665-5280

Section 22. 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 does 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 23. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2019), as this statute may be amended from time to time, 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.

Section 24. 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.

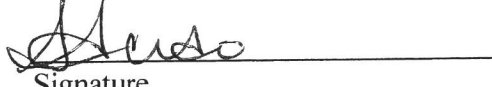
Section 25. Effective Date. The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:


Signature

Melony Harder
Print Name


Signature

Susan Acevedo
Print Name

A & Z VENTURES, a Florida limited liability company

By: 

Print Name:

Louis Frantz Soarchim

Title:

PRESIDENT


Date: June 27, 2019

ATTEST:


GRANT MALOY

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

DGS/dre

06/14/19

Attachment:

Exhibit A – Depiction of Leased Premises

Exhibit B – Janitorial Scope of Services

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
BRENDA CAREY, Chairman

Date: 07-23-2019

As authorized for execution by the Board of
County Commissioners at its July 23,
2019, regular meeting.



EXHIBIT "A"

Exhibit "B"
Janitorial Expectations: Reflections Community Services

I.	HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS
A.	DAILY SERVICES
1	Sweep and mop floors (non-carpet)
2	Vacuum floors: traffic areas
3	Dust horizontal surfaces (top and underneath)
4	Empty ashtrays and sand urns
5	Empty wastebaskets, replace liners as needed
6	Spot clean wall switches, fire doors, countertops, tables, and partitions
7	Clean and polish drinking fountains
8	Clean entrance mats
9	Clean outside entrances and steps
10	Damp wipe interior elevator walls and handrails
11	Clean metal doors
B.	WEEKLY SERVICES
1	Dust wall ornaments
2	Clean window ledges
3	Detail vacuum: behind/under furniture, in corners, along baseboards
4	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
C.	MONTHLY SERVICES
1	Polish wood meeting, desk, table and conference table tops
2	Clean all wood and metal door frames and ledges
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
D.	QUARTERLY SERVICES
1	Clean horizontal and vertical blinds
E.	SEMI-ANNUAL SERVICES
1	Clean exterior windows
F.	ANNUAL SERVICES
1	Shampoo carpets
2	Strip and wax linoleum floors
II.	RESTROOMS
A.	DAILY SERVICES
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
2	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
B.	WEEKLY SERVICES
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
C.	MONTHLY SERVICES
1	Pressure wash shower walls
2	Scrub restroom floors to remove dirt from grout
3	Clean floor drains