

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Reflections Lease for Environmental Services Program Management Contractor

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Speed Thomas *MCT* **CONTACT:** Angi Thompson *AT* **EXT.** 5250

Agenda Date <u>04/25/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute lease agreement for Reflections for Environmental Services Program Management Contractor.

BACKGROUND:

On March 14th, the Board authorized execution of a program management contract (PS-5190-05/DRR) with CH2M HILL. In order to maximize efficiency, one of the contract requirements is collocation at the Reflections Center. Environmental Services, Fiscal Services and Administrative Services determined that it is more cost effective for the County to lease the space directly from the Landlord instead of requiring the Consultant to lease the space and bill back for it including their administrative costs. Since Public Safety's Tanks Division is relocating within the Center, the 2,651 square foot space adjacent to the Environmental Services space is available and meets the requirements.

The lease provides an initial term of five (5) years with a base rental rate of \$15.20 PSF. This initial term rate includes minimal tenant improvements, water, sewer, electrical and janitorial charges. It also includes after hours electricity usage to accommodate the Consultant's schedule (estimated at 20 additional hours per week). The termination clauses include provisions for nonappropriation of funds for the contract and termination of the County's lease for Environmental, Engineering and the County Attorney.

Environmental Services is funding all lease costs.

District 5, Commissioner Carey

Reviewed by: Co Atty: <i>[Signature]</i> DFS: _____ Other: _____ DCM: <i>[Signature]</i> CM: <i>[Signature]</i>
File No. <u>CASSS01</u>

COPY

COPY

PTC-2
4-04-06

LEASE
(Environmental Services Program Management Contract)

THIS LEASE is made and entered into this ___ day of _____, 2006 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, CNL II Center, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, 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 **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in what is known as the One Storey East (the "**One Storey East**") Building in the Project for use as county offices for Seminole County and other county purposes. The space (hereinafter defined as the "**Leased Premises**") is currently leased by the **TENANT** under a separate and distinct lease agreement and the space is at times referred to as the "**Tanks Space**". This Lease will simultaneous replace and terminate the prior lease with the **TENANT**.

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

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and

occupancy of 2,651 square feet of office space (the "**Leased Premises**"), having an address of 510 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in **Exhibit "A"** attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) Subject to the further provisions of subparagraph (b) below, the term of this Lease shall commence at such time as the Tanks Division of the **TENANT** vacates the Leased Premises (the "**Commencement Date**"), and shall thereafter continue for a period of five (5) full years (the "**Expiration Date**"). The Commencement Date is premised on the current occupant of the Leased Premises, the Tanks Division of the **TENANT**, vacating the space. Thus, the Commencement Date will occur with the Tanks Division vacates the Leased Premises and the Expiration Date will then be five (5) full years. Once the Tanks Division has vacated, the parties will at the request of the other party confirm in writing the respective Commencement Date and Expiration Date.

(b) Notwithstanding the term set forth above, the **TENANT** may terminate this Lease upon either of the following occurrences under Section (i) or (ii):

(i) If all three of the following conditions occur:

A. the **TENANT** intends to use the Leased Premises for an environmental services contract (the "**Contract**") which it has awarded to **CH2M HILL, INC.** ("**CH2M**"), and to make the Leased Premises available to **CH2M** in connection with said Contract. Under the

Contract, the **TENANT** has awarded to **CH2M Hill** the contract for environmental services to be rendered to the **TENANT** for a period of five years.

B. The **TENANT** has through non-appropriation specifically set forth in its annual budget that it will no longer fund both the Contract and any further contract by a third party to provide comparable services set forth in the Contract for the remaining term of the Contract. Said decision by the **TENANT** must not be a general finding, but, rather, must be a specific finding by the Board of County Commissioners of the **TENANT** that the **TENANT** specifically does not wish to further fund the Contract or for said services.

C. The **TENANT** gives written notice to the **LANDLORD** of said non-appropriation and furnishes to the **TENANT** written evidence of said non-appropriation. Further, the **TENANT** shall immediately notify the **LANDLORD** in writing as soon as the **TENANT** is considering non-appropriation for this Contract.

Provided all of the aforementioned matters in clauses A, B and C occur, the **TENANT** may then upon no less than one hundred eighty (180) days notice to the **LANDLORD** terminate this Lease, in which event, the Lease shall

terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

(ii) If each and every other lease, excluding the "Tanks" lease, that the **TENANT** has for space in the Project (i.e., the entire Reflections Building) expires, and the **TENANT** has vacated all the space in said Project, then the **TENANT** provided it is not otherwise in default under any of said other leases, may terminate this Lease upon no less than one hundred eighty (180) days notice to the **LANDLORD**, in which event, the Lease will terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

3. **RENTAL**. The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date through April 30, 2007, a monthly rental of **THREE THOUSAND THREE HUNDRED FIFTY SEVEN AND 93/100 DOLLARS (\$3,357.93)**.

(b) For the second lease year commencing on May 1, 2007, a monthly rental of **THREE THOUSAND FOUR HUNDRED FORTY SIX AND 30/100 DOLLARS (\$3,446.30)**.

(c) For the third lease year commencing on May 1, 2008, a monthly rental of **THREE THOUSAND FIVE HUNDRED THIRTY FOUR 67/100 DOLLARS (\$3,534.67)**.

(d) For the fourth lease year commencing on May 1, 2009, a monthly rental of **THREE THOUSAND SIX HUNDRED TWENTY THREE AND 03/100 DOLLARS (\$3,623.03)**.

(e) For the fifth lease year commencing on May 1, 2010, a monthly rental of **THREE THOUSAND SEVEN HUNDRED ELEVEN AND 40/100 DOLLARS (\$3,711.40)**.

(f) The monthly rent due under this Lease shall be payable on or before the first (1st) day of each calendar month for that calendar month.

4. This paragraph is not applicable.

5. **UTILITIES**. The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished

five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall notify the **LANDLORD** with reasonable notice, specifying the times involved and the **LANDLORD** shall provide said usage. It is understood that generally usage night time and weekends will approximately 20 hours per week.

6. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.** The **LANDLORD** shall repair the floor from removal of the filing system and create a door between the lease space and the Environmental Services space. Location of the door to be determined by Environmental Services.

8. This paragraph is not applicable

9. **POSSESSION.** The **TENANT** will take possession of the space after the **LANLORD** prepares the space for occupancy.

10. This paragraph is not applicable.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their

respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the **LANDLORD** shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the Purpose of making the Leased Premises available to **CH2M** for the purposes of enabling **CH2M** to render the environmental services to the County under the Contract, or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises. The **TENANT** will be responsible

for any damage or other matters caused by CH2M if and to the extent CH2M is in possession of any or all of the Leased Premises.

14. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD. However, the TENANT may permit the Leased Premises to be occupied by CH2M, which has a contract to provide consulting services to the TENANT. The TENANT will be responsible for any actions of CH2M in regard to the Leased Premises.

(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

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The TENANT shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the LANDLORD shall remain the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the 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, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own 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,

and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT** hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes 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.

23. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. **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.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** 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. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
CNL II Tower
420 South Orange Avenue
Suite 1200
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in **Exhibit "D"**, together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

(h) Effective on the Commencement Date (as defined in paragraph 2(a) above, this Lease replaces and terminates any prior Lease between the parties, which prior lease the **LANDLORD** and **TENANT** have cancelled and terminated effective on said Commencement Date.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical

liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE.** 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.

31. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be

under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Leased Premises, or on any exterior windows in said Leased Premises, or elsewhere within the Leased Premises so as to be visible from the exterior of the Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Leased Premises. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

37. **EMINENT DOMAIN.** If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the

date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the

dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

ATTEST:



By: 
_____ Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____
_____, Chairman

Date: _____

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

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

SKETCH OF ONE STOREY EAST SPACE
510 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.
2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.
3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other **TENANT** or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.
4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.
5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.
6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.
7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.
8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.
9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.
10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the **TENANT** unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.