

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Oak Grove Estoppel Certificate

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

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

Agenda Date <u>06/13/06</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"/>
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MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Oak Grove Estoppel Certificate (for leased office space for Clerk of Court and Tax Collector).

BACKGROUND:

The County currently leases office space (5173 square feet) in the Oak Groves Shoppes for the Tax Collector and the Clerk of the Court. The current lease was effective on June 21 2005 and is due to expire on November 30 2008.

By contract, the County is required to provide an Estoppel Certificate whenever the landlord is re-financing, selling, or conducting other activities that count on our monthly rental payments. It affirms that the County agrees to the terms of the original lease, establishes that neither party is in default, and what terms the County intends to be bound in the future.

Since the County could not meet the requested timeframe to process the certificate with BCC approval, the County Attorney's office provided a letter to the landlord affirming that it would go to the BCC for approval at the earliest possible time (13 June 2006) and they did not anticipate any difficulties obtaining BCC approval at that time. They accepted this letter.

District 3, Commissioner Van Der Weide.

Reviewed by Co Atty: <u>[Signature]</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>CASS01</u>
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ESTOPPEL CERTIFICATE
Seminole County
Seminole Co. Tax and Clerk Office

The undersigned Seminole County, is the tenant or lessee (the "Tenant") under a lease (the "Lease") dated 6/21/2005, between the Tenant and Woolbright Oak Groves LLC, as landlord or lessor (the "Landlord"), of certain real property located at 995 North State Road 434 in the county of Seminole, state of Florida (the "Property"). With the understanding that its successors and/or assigns prior to the Purchase (as hereinafter defined) (collectively, the "Buyer") will rely upon the representations made herein in purchasing (the "Purchase") the Property and accepting an assignment of Landlord's interest in the Lease, Tenant hereby represents and certifies as follows:

1. The Lease is in full force and effect and has not been modified, supplemented, canceled or amended in any respect, except None.
2. Tenant occupies 5173 square feet of net rentable area (the "Leased Premises") in the Property.
3. Tenant has accepted the Leased Premises and taken possession thereof without any existing condition or qualification and both the Landlord and the Tenant have completed and complied with all required conditions precedent to such acceptance and possession. Tenant has taken possession of the Leased Premises without reservation and is not in default nor claims any default by Landlord under the Lease and Tenant has no claims, defenses or rights of offset against any rents payable thereunder. The Leased Premises has not been sublet, transferred or assigned by Tenant. Landlord has paid any and all tenant improvement costs and/or obligations due or to become due under the Lease.
4. The term of the Lease commenced on or before 11/1/1987 and expires on 11/30/08. Tenant is entitled to 3 option(s) to extend the term of the Lease for 1 years each.
5. Tenant is currently obligated to pay monthly base rent in installments in the amount of \$7836.88, which rent obligation is continuing and is not past due or delinquent in any respect. No installment of base rent has been or will be prepaid more than one (1) month in advance. Tenant has not been given any free rent, partial rent, rent rebates or rent concessions.
6. Tenant is currently obligated to pay monthly common area maintenance ("CAM") expenses in the amount of \$0. Tenant is also paying a monthly escrow of \$875.1 for real estate taxes. Tenant's pro-rata share for CAM is 2.93% and real estate taxes is 2.93%. Tenant **is not** currently obligated to pay percentage rents pursuant to the terms of the Lease. Tenant acknowledges its obligation to pay CAM and real estate taxes in excess of the N/A base year expenses. Tenant's base year stop for CAM is \$N/A and Tenant's base year stop for taxes is \$N/A.

7. Tenant has paid Landlord a security deposit in the amount of \$0.
8. Tenant acknowledges that Landlord will assign its interest in the Lease to Buyer. Tenant agrees that after receiving written notice from Landlord confirming completion of the Purchase, Tenant will pay rents to Buyer or its agent as instructed in such notice. Tenant acknowledges that the notice previously mentioned and any such notice required under the Lease, shall be deemed properly made per the Lease if delivered to Tenant as follows:
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 - >
 - Facsimile: >
9. Tenant has not filed and is not currently the subject of any filing, voluntary or involuntary, for bankruptcy or reorganization under any bankruptcy or creditors rights laws.
10. Tenant's interest in the Lease is not subject to any mortgages, liens or other encumbrances. Except as set forth in the Lease, the Lease contains no restrictions on use of any other space at the Property, and Tenant has not been granted any exclusive rights to use of its space for a particular purpose except as set forth in the Lease. Tenant does not have any rights or options to purchase the Leased Premises or any portion of the Property. In addition, Tenant does not have any options to terminate the lease prior to the expiration date nor has the right of first refusal for any portion of the property.
11. This certificate and the representations made herein shall be governed by the laws of the state where the Property is situated and are binding upon and inure to the benefit of Buyer and Tenant and their respective successors and assigns and to no other persons or entities, and the representations made herein shall survive the closing of the Purchase and the delivery of this certificate.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered by the authorized officers of the undersigned as of _____, 20>.

Tenant:

Seminole County DBA Seminole Co. Tax and Clerk Office

Carlton Henley

It's: _____

The undersigned, acting as guarantor(s) of the Lease hereby state that the Guaranty of Lease dated _____, remains in full force and effect.

Guarantor(s):
