

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Addendum to Supervisor of Elections Lease

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

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Meloney Lung **EXT.** 5256

<b>Agenda Date</b> <u>8/11/03</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:** Approve and authorize Chairman to execute Addendum A to lease agreement with Sanford Airport Authority for Supervisor of Elections lease space.

**BACKGROUND:**

At the 5/13/03 BCC meeting, the Board approved the lease agreement with the Sanford Airport Authority for the Supervisor of Elections lease space.

The Sanford Airport Authority has requested changes to the BCC approved lease agreement in order to allow the Authority to close on financing for the construction of the new facility. They are requesting additional wording to Paragraph 25 (A) and a deletion of Paragraph 25 (B) in its entirety. The change in Paragraph 25 (A) is required because the Sanford Airport Authority is securing the financing with tax exempt bonds. The ramifications of this change could potentially limit the County's ability to sublease the space to only tax exempt entities. Paragraph 25 (B) defines the Lessee's ability of assignment of the lease. It is being eliminated because it is superfluous and this is addressed in the Paragraph 25 (A).

Addendum A is attached along with a copy of the Paragraph 25 (B).

District 5, Commissioner McLain

<b>Reviewed by:</b> <b>Co Atty:</b> <u>[Signature]</u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> <u>[Signature]</u> <b>CM:</b> <u>[Signature]</u>  <b>File No.</b> <u>ASSS02</u>
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**Sanford Airport Authority  
1200 Red Cleveland Blvd.  
Sanford, Florida 32773**

and notices to the LESSEE shall be sufficient if delivered in person or sent by overnight mail to the LESSEE at:

**Seminole County Support Services  
200 West County Home Road  
Sanford, FL 32773-6179**

or to such other respective address as the parties may designate, in writing, from time to time.

24. FAA

Whenever the term "Federal Aviation Administration" is used in this Lease, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938, as amended, or to such other agency or agencies of the Federal Government having, from time to time, similar jurisdiction over airports of the nature to be operated by LESSOR, including, but not limited to, the presently existing Federal Aviation Administration or its successors.

25. ASSIGNMENT OR SUBLETTING

A. LESSEE shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior approval of Authority, which approval shall not be unreasonably withheld. In determining whether to grant or withhold its consent to an assignment or sublease, the Authority may consider such factors as it deems to be pertinent, including, without limitation, the net worth and operating experience of the proposed sublessee or assignee. No sublease or assignment shall release LESSEE from any of its obligations under this lease unless the Authority agrees to such release in writing.

B. For purposes of this section, an assignment shall include any transfer of this Lease by merger, consolidation or liquidation, or by operation of law or if LESSEE is a corporation (except in the case of a LESSEE the stock of which is publicly traded), any change in ownership of or power to vote a majority of the outstanding voting stock of LESSEE from the owners of such stock or those controlling the power to vote a majority of the outstanding voting stock of LESSEE from the owners of such stock or those controlling the power to vote such stock on the date of this lease, or if lease is a limited or general partnership, any transfer of an interest in the partnership which results in a change in the control of such partnership. Notwithstanding the foregoing, a transfer of stock of the LESSEE among its current stockholders or among its current stockholders and their immediate families, or any transfer of stock resulting from the death of a stockholder, a transfer of partnership interests in LESSEE among existing partners or among existing partners and their immediate families, or any transfer of a partnership interest resulting from the death of a partner, shall not be deemed an assignment for purposes of this section.

**ADDENDUM A TO LEASE NO. 2003-17**

Lease No. 2003-17 between the Sanford Airport Authority and SEMINOLE COUNTY, dated June 3, 2003, is altered this date, under the terms and conditions set forth therein, subject to the following changes:

- 1) Paragraph 25 (A) is changed to read:

LESSEE shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior approval of Authority, which approval shall not be unreasonably withheld. In determining whether to grant or withhold its consent to an assignment or sublease, the Authority may consider such factors as it deems to be pertinent, including, without limitation, the net worth and operating experience of the proposed sublessee or assignee, and the use of tax exempt obligations to finance the construction of the Premises. No sublease or assignment shall release LESSEE from any of its obligations under this lease unless the Authority agrees to such release in writing.

- 2) Paragraph 25 (B) is deleted in its entirety.

This Addendum A is to be affixed to and become a permanent part of Lease No. 2003-17 between the Sanford Airport Authority and SEMINOLE COUNTY.

**FOR THE LESSOR**

**SANFORD AIRPORT AUTHORITY**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Witness

Attest \_\_\_\_\_  
President/CEO

**FOR THE LESSEE**

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

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Witness

Attest \_\_\_\_\_

\_\_\_\_\_  
Date