




Interoffice Memorandum


APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 16 2013 NP/JM

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** June 21, 2013

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director   
Administrative Services Department

**FROM:** Robert L. Lyle, Program Manager   
Real Estate Management Division

**CONTACT PERSON:** **William K. Hurt, Jr., Assistant Manager**

**DIVISION:** **Real Estate Management**  
**Phone: 836-7087**

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF TWELVE-MONTH LEASE AGREEMENT BETWEEN THE DISTRICT BOARD OF TRUSTEES OF THE TALLAHASSEE COMMUNITY COLLEGE AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS, IF NEEDED, FOR OFFICE SPACE

**PROJECT:** TCC-Capitol Center Lease  
300 West Pensacola Street, Suite R  
Tallahassee, Florida 32301  
  
District: Leon County

**PURPOSE:** To provide office space during Legislative Sessions.

**ITEM:** Twelve-Month Lease Agreement  
Cost: \$6,000 per year  
Size: 56 square feet  
Term: 1 year  
Options: Two, 1-year renewals

**BUDGET:** Account Number: 0001-023-0390-3620

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Office of Management and Budget  
Risk Management Division

**REMARKS:** Orange County has occupied office space directly across from the Capitol for several years under an annual lease with Tallahassee Community College (TCC). The office is for use by Orange County's Director of Public Affairs and the Public Affairs Assistant/Legislative Delegation Aide during regular legislative sessions, special legislative sessions, and legislative committee meetings throughout the year. The office is also available for use by the Mayor, Commissioners, and other County staff while conducting business in Tallahassee.

The term of this lease will commence upon final approval and execution by TCC and terminate twelve months thereafter.

TCC will pay utilities, janitorial, maintenance and repair, insurance, and one local phone line. Orange County will be responsible for long distance phone calls, additional voice data lines, specialty equipment, and personal property insurance.

Either party may terminate this lease by providing ninety (90) days prior written notice to the other. TCC will finalize execution of the lease after the County executes it.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

TCC -Capitol Center Lease

THE DISTRICT BOARD OF TRUSTEES  
OF THE  
TALLAHASSEE COMMUNITY COLLEGE  
And  
ORANGE COUNTY FLORIDA

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**TWELVE-MONTH LEASE AGREEMENT**

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This Lease, dated 7-1-13 between The District Board of Trustees of the Tallahassee Community College, a body Corporate, hereinafter referred to as "Landlord" and Orange County a charter county and political subdivision of the State of Florida, hereinafter referred to as "Tenant".

**WITNESSETH:**

Landlord, for and in consideration of the payment of the rent and the performance of the covenants and agreements by Tenant herein contained, does hereby lease to Tenant and Tenant does hereby lease from Landlord, the following described premises (the "Premises"):

**The Tallahassee Community College Capitol Center, Suite R located at 300 West Pensacola Street, Tallahassee, Fl, 32301, consisting of 45.5 or 56 square feet of office space, or one Business Suite.**

**Article 1. Term.**

- a. Term of lease. This lease shall commence on 7-1-13 and end on 6-30-14. The term of this lease and any extensions thereof shall be contingent upon availability of funds.
- b. Commencement Date. For the purpose of determining the commencement of rental payments, it is acknowledged and agreed that the term shall commence on 7-1-13
- c. Option to renew. Provided Tenant is not in default of the terms, conditions or covenants contained in this Lease, Tenant has the option to extend the Lease for two (2) periods of one (1) year from the date of expiration of the original term hereof. Such options shall be exercised by the Tenant delivering to Landlord notice in writing of its intent to renew not less than thirty (30) days before the expiration of the initial term or the unexpired renewal term, as applicable. Any such renewal shall be upon the same terms and conditions as herein set forth, except for a rental adjustment. Any monthly rental adjustment shall be made at the commencement of the renewal term.

TCC –Capitol Center Lease

- d. **Termination clause.** Either party upon written notice to the other party may terminate this lease at any time, not less than ninety (90) days prior to the requested date of termination. Notice shall be hand delivered, or sent via US Certified Mail. Tenant shall be bound by all terms, provisions and covenants of this lease until the date of termination, and Landlord has received all due rental payments.

**Article 2. Rent.** Tenant, in consideration of the Lease, covenants and agrees to pay to Landlord as rent, the sum of \$6,000.00 for the twelve - month term, payable in twelve equal installments of \$500.00 per month. In addition to the office space and furnishings the rent covers the cost of parking (which is located in the Kleman Square Plaza adjacent to the Tallahassee Capitol Center) and limited copying and fax. Rent is payable in advance specified above on the first day of each and every calendar month during the term hereof. See Appendix A for additional policies and procedures and Appendix B for the General Client Information pertaining to the TCC Capitol Center. Said Appendixes are attached hereto and thereby made a part of this lease.

**Article 3. Use of Premises.** Tenant is hereby given the privilege of using the Premises for the purpose of conducting its normal course of business and any use related to the operation of such facility. With the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, Tenant may use the Premises for any other lawful office or lawful commercial use if all required municipal approvals are granted.

Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting the Premises whether the same are in force at the commencement of the term of this Lease or may be in the future passed, enacted or directed; provided, however, that in observing and complying with all laws, ordinances, requirements, orders, directives, rules and regulations of all governmental authorities, Tenant shall not be required, at its expense, to make any structural repairs or changes in the improvements or any non-structural repairs made necessary by defects in construction, any changes to the Land or the Americans with Disabilities Act or similar laws or regulations.

Tenant shall not use or permit the Premises to be used for any purpose other than as specified herein and shall not use or permit the Premises to be used for any unlawful, immoral or disreputable purposes, nor for any use or occupation which would be in conflict with provision of any laws, ordinances, regulations or other governmental requirements applicable to the use and occupancy of the Premises or which would invalidate any of the insurance coverage on said Premises.

**Article 4. Payment of Utility Charges.** Landlord shall pay for the usage of gas, metered water, metered electricity, and sewage, refuse disposal and any other utility services used or consumed on the Premises.

**Article 5. Taxes and Assessments.** Landlord shall be responsible for all real estate taxes and assessments levied against the Premises, including the Land and improvements.

**Article 6. Fire Insurance.** Landlord shall insure all improvements on, in or appurtenant to the demised premises at the Commencement date hereof, and thereafter erected thereon or therein including all alterations, rebuilding, replacements, changes, additions and improvements, insured against loss or damage

by fire, collapse, and such other risks as may be included in the standard form of “all risk” coverage from time to time available, in any amount not less than the greater of full insurable value thereof (replacement value, including foundation and cost of debris removal, without any deduction for depreciation).

Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing, satisfactory to Landlord, are willing to write and/or continue such insurance.

**Article 7. Liability Insurance.** At all times during the term of this Lease or any extension thereof, Landlord, at Landlord’s expense, shall maintain and keep in force for the mutual benefit of Landlord and Tenant, general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises or sidewalks or areas adjacent to the Premises. The policy or policies shall name Landlord as the insured.

**Article 8. Environmental Indemnity.** During the term of this Lease, Tenant shall comply with all applicable laws and regulations relating to environmental, hazardous substance and occupational safety matters; Tenant shall not be obligated to replace any equipment or facilities or take other remedial action unless the condition resulting in the violation requiring such replacement was caused by Tenant.

Tenant shall not cause or permit any Hazardous Material to be discharged, released, spilled or disposed of on, in, under or about the Premises except in accordance with applicable laws. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all actions, costs, claims, damages (including, without limitation, punitive damages), injunctive or other relief, liabilities or losses arising from any breach by Tenant of the prohibition under the first sentence of this paragraph. “Hazardous Material” as used herein shall mean any flammable items, explosives, radioactive materials, toxic substances, material or waste or related materials including any substances defined as or included in the definition of “hazardous substances”, “hazardous waste”, “infectious waste”, “hazardous material”, or “toxic substances” now or subsequently regulated under any federal, state or local laws, regulations or ordinances.

Notwithstanding anything to the contrary in the Lease, based on representations of Tenant at the time of sale, the Landlord represents and warrants that, to the best of Landlord’s knowledge, the Premises are free from any violations of law or regulations pertaining to the Premises, including without limitation, laws or regulations pertaining to occupational hazards or Hazardous Materials. Tenant shall be obligated to take remedial action at its expense if the condition resulting in the violation was caused by Tenant.

**Article 9. Indemnification.** Tenant shall indemnify and save Landlord harmless from and against any and all liability, claims, damages, penalties or judgments arising from or in any way connected with injury to persons or property sustained by action in and about the Premises in custody and control of Tenant during its ownership of the property and the term of this Lease. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant arising out of or related to this Lease Agreement or arising out of or related to anything occurring in, on or upon the Premises, Tenant shall protect and hold Landlord harmless and pay all reasonable expenses, attorney fees and costs that may be incurred; and Tenant will be kept informed of all such costs incurred by Landlord.

Except for the negligence of Landlord or the negligence of Landlord's officers, agents, servants, employees, and only to the extent they are authorized pursuant to section 768.28, Florida Statutes, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons at any time on the Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, or customers.

**Article 10. Maintenance and Repair.** Landlord, at Landlord's expense shall provide basic custodial services, and keep in good order, condition and repair the foundations, exterior and interior walls, roof, windows, and structural integrity of the Premises, in accordance with generally accepted good practices established by Landlord. Tenant, at Tenant's own expense, will make all other repairs and replacements of every kind and description which may be needed to maintain the interior of the Premises in good condition and repair, including, but not limited to, painting, carpeting, etc., except only such repairs as are necessitated by defect caused solely by defective workmanship or materials in the original construction of the Premises. Tenant shall repair any damage to the Premises or appurtenances caused by the misuse or negligence of Tenant, its officers, employees, agents, or invitees.

**Article 11. Heating, Air Conditioning, and Janitorial Services.** Landlord, at Landlord's expense, agrees to furnish Tenant with heating and air conditioning for areas having this service at commencement of this Lease, and custodial services for the leased premises during the term of this lease, and any extensions thereof, during the Premises normal working hours.

**Article 12. Alterations and Additions.** Tenant, shall have the right to make such changes in the interior of the Premises, other than major structural changes, as it shall deem necessary or advisable in adapting the Premises for its use. No structural changes shall be made without the prior written consent of Landlord, which consent shall not be reasonably withheld.

**Article 13. Telecommunications and Mail.** All offices will have appropriate wiring for telephone, fax, modem, and Internet access. Landlord will provide local telephone service consisting of one single-line, analog telephone, and one analog voice line, with voice-mail and unlimited local calls. Tenant will be charged monthly for all long distance service at the actual cost of long distance used. Additional local telephone service will be provided at a cost of \$20.00 per month per line, to cover cost of feature programming, and maintenance and repair of equipment and cables. Additional outlets for voice/data/modem connections will be installed at Tenant's expense, at \$450.00 for each drop installed. Tenant will be responsible for providing additional telephones, and for specialty equipment including multi-line telephones, fax machines, modems, and data equipment.

Specialty communication lines such as T-1, DSL, etc., will be at the sole expense of Tenant for installation and equipment, plus any recurring charges.

**Article 14. Landlord's Right to Access.** Tenant shall permit Landlord and its agents to enter upon said Premises at all reasonable times during the business hours to examine the condition of same, provided Landlord gives Tenant a twenty-four (24) hour notice of its coming, except in case of emergency, and shall permit Landlord to make such repairs as may be required. Tenant shall permit Landlord and its agents, for a period of thirty one (31) days prior to the expiration of the term of this Lease, at reasonable times, to conduct prospective tenants or purchasers through the Premises.

**Article 15. Casualty.** If a building or other improvements situated upon the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord. All insurance proceeds arising or due on account of such fire or other casualty shall be paid to Landlord. The proceeds shall be used by Landlord for repair and restoration of the Premises, if and to the extent Landlord is obligated to repair and restore as provided in the following subparagraphs of this paragraph. The rights and obligations of Landlord and Tenant in the event of such casualty shall be as follows:

- a. If the building situated upon the Premises should be so damaged that restoration or repairs to restore the building to its original condition cannot be completed within one hundred eighty (180) days after the date upon which Landlord is notified by Tenant of such casualty, this Lease may be terminated, at either Landlord's or Tenant's election to be served by written notice to the other given within forty-five (45) days following the casualty, and the rent shall be abated during the unexpired term of this Lease, effective with the date of such termination and Landlord shall retain all insurance proceeds without further obligation.
- b. Rent for the month during which such termination occurs shall be pro-rated to the date of the termination. If Landlord and Tenant shall elect not to terminate this Lease, Landlord, subject to the provisions of paragraph 15(c) hereof, shall restore or repair the Premises.
- c. If the building situated upon the Premises should be damaged by fire or other casualty and, in Landlord's commercially reasonable judgment, such damage can be reasonably repaired and restored to their condition prior thereto within one hundred eighty (180) days after the date Landlord is notified by Tenant of such casualty, this Lease shall not terminate, and Landlord, subject to the provisions of Paragraph 15(c) hereof, shall restore or repair the Premises. In this event from the occurrence of the casualty until the building has been restored to substantially the condition, which existed prior to such casualty, rent shall be reduced in proportion to the degree that the Premises are available for use by Tenant.
- d. If Landlord is obligated to restore or repair Premises under any of the provisions of this paragraph, all insurance proceeds shall be paid to Landlord and Landlord shall not be obligated to expend more than the proceeds of insurance maintained under the terms of this Lease in making such restoration or repair. Landlord agrees to use commercially reasonable efforts to obtain from each mortgagee an appropriate agreement whereby such mortgagee shall agree that any casualty loss insurance proceeds may be used by Landlord to restore or repair the Premises as required by this Lease.

**Article 16. Surrender of Premises.** Tenant shall surrender and deliver up the Premises and appurtenances at the end of the term, broom clean and in good condition and order, except for reasonable wear and tear and damage by fire or other casualty, and leasehold improvements made in accordance with this Lease shall remain as part of the Premises. Tenant may remove all items brought by Tenant, used in connection with its business, including such as may have been temporarily attached to the realty, provided all rents stipulated to be paid hereunder have been paid and all damage to the Premises is properly repaired. If said removal results in injury to or defacement of the Premises, Tenant shall immediately repair the Premises at its expense.

**Article 17. Signs.** Landlord, at its own expense, will place appropriate signage in visible common area to identify tenant.

**Article 18. Assignment and Subletting.** Tenant shall not reassign this Lease under any circumstances. Tenant shall remain liable on lease during duration of term.

**Article 19. Eminent Domain.** If the entire Premises, or such part thereof, as in the Tenant's judgment, renders the remainder unsuitable for Tenant's continued use, shall be taken in appropriation proceedings or by any rights of eminent domain, then this Lease shall terminate and be utterly void from the time when possession thereof is required for public use, and such taking shall not operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant for quiet enjoyment; but Tenant shall pay all rent due and perform and observe all other covenants hereof up to the time when possession is required for public use. The Lease shall then automatically terminate with rent prorated to the date possession thereof is required for public use.

Tenant shall have any rights allowed under Florida law at its sole cost and expense to assert a separate claim or joint in Landlord's claim in any condemnation proceedings for its personal property, its improvements, loss of value in its leasehold estate, moving expenses or any other claims it may have. Tenant shall be entitled to and shall receive that portion of any award or payment made which is attributable solely to its claim, and Landlord shall be entitled to and shall receive that portion of any award of payment made which is attributable solely to the Land and Improvements erected thereon.

**Article 20. Default and Remedies.** The following events shall be deemed to be events of default by Tenant under this Lease:

- (1) Tenant shall fail to pay any installment of rent or additional rent hereby reserved and such failure shall continue for a period of ten (10) days after Tenant's receipt of written notice.
- (2) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after Tenant's receipt of written notice or, if such failure shall be of such a nature that the same cannot be completely cured within the same thirty (30) days, with reasonable diligence and good faith proceed to cure such failure. Tenant shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
- (3) Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or an involuntary petition in bankruptcy shall be filed against Tenant thereunder and such proceeding is not dismissed within sixty (60) days after such filing.
- (4) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such receiver or trustee is not removed within sixty (60) days after such appointment.
- (5) Tenant shall abandon the Premises during the term of this Lease without providing adequate heat, utilities, maintenance and security for the Premises, in the same fashion and to the same extent as it would if the Premises were occupied.



## TCC –Capitol Center Lease

Upon the occurrence of any of such events of default, Landlord shall have the right, at Landlord's election, to pursue, in addition to and cumulative of any other rights Landlord may have at law or in equity, any one or more of the following remedies without any notice of demand whatsoever.

- (1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages thereof; and Tenant agrees to pay the Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination.
- (2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages thereof, and relate the Premises and receive the rent thereof, crediting Tenant therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such subletting.
- (3) Enter upon the Premises without being liable for prosecution of any claim for damages thereof, and to do whatever Tenant is obligated to do under the terms of the Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus effecting compliance with Tenant's obligations under the Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.
- (4) Require all rental payments by "subtenants", including within that term the third parties occupying various portions of the Premises under the terms of the lease agreements with Tenant, as primary lessor or as sublessor which would otherwise be paid to Tenant, to be paid directly to Landlord and apply such rentals so paid to or collected by Landlord against any rents or other charges due to Landlord by Tenant hereunder. No direct collection by Landlord from any such "subtenants" shall release Tenant from the further performance of Tenant's obligations hereunder.
- (5) Require Tenant to pay all unpaid rental payments for the unexpired balance of the term or such renewal term, as the case may be, of this Lease as such rental payments accrue and become due and proceed to collect same, provided, however, that any rent actually received by Landlord as a result of a reletting of the Premises will be credited against Tenant's obligation.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of any other violation of breach of any of the

terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of the reletting by Landlord as above provided, allowance shall be made for the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

**Article 21. Service of Notice.** Every notice, approval, consent or other communication authorized or required by this Lease shall be in writing and sent by certified or registered mail to the other party at the following address or at such other address as may be designated by notice in writing given from time to time and shall be deemed given as of the date of mailing. If notice is to be given to Tenant, it shall be given at the following address': Tallahassee Community College Capitol Center, 300 West Pensacola Street, Tallahassee, FL 32301, and Orange County Real Estate Management Division, P.O. Box 1393, Orlando, Florida 32802-1393. If notice is to be given to Landlord, it shall be given at the following address: Tallahassee Community College, 444 Appleyard Dr., Tallahassee, FL 32304, ATTN: Vice President of Administrative Services.

**Article 22. Quiet Enjoyment.** Landlord hereby covenants and agrees to and with Tenant that Tenant, so long as it faithfully performs all of its duties and obligations in this Lease, shall have the peaceable possession and enjoyment of the Premises throughout the term of this Lease without hindrance, disturbance or ejection by the Landlord, its successors and assigns, subject to the terms of the Lease. Landlord represents and warrants that it has full right and authority to enter into and perform its obligation as Landlord under this lease for the full term thereof.

**Article 23. Subordination and Non-Disturbance.** If the Premises is or becomes subject to a mortgage and a lender requires that this Lease be subordinate to that encumbrance, then this Lease shall be subordinate to that encumbrance if the lender executes and delivers to the Tenant a Non-Disturbance Agreement that provides that as long as Tenant performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure or sale under the encumbrance shall affect Tenant's rights under this Lease.

Tenant shall, upon written demand from Landlord, execute such other and further instruments for assurances subordinating this Lease to the lien or liens of any such mortgages and making such modifications or clarifications to this Lease as shall be required by Landlord's mortgagee or proposed mortgagee if such modification does not increase either the obligations of Tenant or the rights and remedies of Landlord under this Lease.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the demised Premises, attorn to the purchaser or foreclosing mortgagee and recognize such purchases or foreclosing mortgagee as Landlord under this Lease. Provided, such new buyer or foreclosing mortgagee agrees to abide by the terms of the Lease as though it was the Landlord.

**Article 24. Holdover.** In the event Tenant remains in possession of the Premises after the expiration of this Lease, it shall operate and be construed to be a tenancy from month to month only, at a monthly rental equal to the rental paid for the last month of the term of this Lease, unless otherwise agreed in writing, and otherwise subject to the conditions, provisions and obligations of this Lease insofar as the same are

applicable to month-to-month conditions of the month-to-month tenancy and establish the termination date of the holdover term.

**Article 25. Landlord's Consent.** Wherever and whenever the consent or approval of the Landlord is required hereunder, such consent or approval shall not be unreasonably withheld.

**Article 26. Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

**Article 27. Partial Invalidity.** If any term, covenant, condition or provision of this Lease, or the application thereof, to, any person or circumstances shall at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Article 28. Interpretation.** Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not alter the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**Article 29. Entire Agreement.** No oral statement or prior written matter shall have any force or effect. Tenant and Landlord agree that neither is relying on all representations or agreements other than those contained in the Lease. This agreement shall not be modified or canceled except by writing subscribed by all parties.

**Article 30. Parties.** Except as otherwise provided herein, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

**Article 31. Time is of the Essence.** Time is of the essence as to Tenant's obligations and Landlord's obligations contained in this Lease.

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TCC -Capitol Center Lease

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed by their respective officers and parties thereunto duly authorized.

Signed, sealed and delivered in the presence of:

**LESSOR:**  
THE DISTRICT BOARD OF TRUSTEES OF THE TALLAHASSEE COMMUNITY COLLEGE

*Josephine B. Moore*  
Witness  
Josephine B. Moore  
Printed Name

By: *[Signature]*

Title: V.P. CFO

*Claire Cotton-Watkins*  
Witness  
Claire Cotton-Watkins  
Printed Name

Date: 8/1/13



**LESSEE:**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *[Signature]*  
Teresa Jacobs  
Orange County Mayor

Date: 7.22.13

ATTEST:  
Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *[Signature]*  
for Deputy Clerk

Date: JUL 22 2013