



Interoffice Memorandum

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: Feb. 9, 2016

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** January 28, 2016

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

**THROUGH:** Ann Caswell, Manager *AC*  
Real Estate Management Division

**FROM:** Robin Giove, Lease Program Manager *RJ*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF LICENSE AGREEMENT  
BETWEEN WRI-TC MARKETPLACE AT DR. PHILLIPS, LLC AND  
ORANGE COUNTY, FOR PARKING

**PROJECT:** SOE Voter Parking for Southwest Branch Library  
Marketplace at Dr. Phillips  
Orlando, Florida  
  
District 1

**PURPOSE:** To provide additional parking area for early voting at the library.

**ITEM:** License Agreement  
Cost: Donation  
Size: Approximately 15,000 square feet  
Term: February 29, 2016 through March 13, 2016  
August 15, 2016 through August 28, 2016  
October 24, 2016 through November 6, 2016

**APPROVALS:** Real Estate Management Division  
Supervisor of Elections  
County Attorney's Office  
Risk Management Division

**REMARKS:** Supervisor of Elections needs additional parking for early voters at the Southwest Branch library. This is a short term License Agreement between WRI-TC Marketplace at Dr. Phillips, LLC and Orange County for use of a parking area at the Marketplace at Dr. Phillips, located across the street from the library.

**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.**

**FEB 09 2016**

JH/jr  
10/14/15

P0551-597 LORANC051  
Misc.

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("**Agreement**") is made and entered into by and between "**Licensor**" and "**Licensee**" on this the 9 day of Feb. 2016, 2015 (the "**Effective Date**"), in accordance with the terms and conditions hereinafter set forth.

WITNESSETH:

ARTICLE I.

Summary of Basic Provisions and Certain Defined Terms

When used herein, the following terms shall have the indicated meanings:

1. "**LICENSOR**": WRI-TC Marketplace at Dr. Phillips, LLC  
"**NOTICE ADDRESS**": P. O. Box 924133, Houston, TX 77292-4133, Attn: General Counsel  
"**PAYMENT ADDRESS**": P. O. Box 924133, Houston, Texas 77292-4133
2. "**LICENSEE**": Orange County  
"**NOTICE ADDRESS**": PO Box 1393 Orlando, FL 32802, Attn: Ann Caswell, Manager, Real Estate Management Division
3. "**PREMISES**": Approximately 15,000 square feet located within the Common Area of the Marketplace at Dr. Phillips, Orlando, FL, the location of which is identified on Exhibit "A" attached hereto.
4. "**AUTHORIZED TERMS**": February 29, 2016 through March 13, 2016;  
August 15, 2016 through August 28, 2016; and  
October 24, 2016 through November 6, 2016.  
  
"**COMMENCEMENT DATE**": The first date of each Authorized Term, as defined above.  
"**TERMINATION DATE**": The final date of each Authorized Term, as defined above.
5. "**LICENSE FEE**": \$0.00, which shall be payable on the execution date hereof.
6. "**PERMITTED USE**": For use as parking area for Southwest Orange County Library during early voting periods.
7. "**SECURITY DEPOSIT**": \$0.00
8. "**UTILITIES**": N/A
9. "**HOLDOVER FEE**": 0% of the amount payable at the expiration of the stated term (calculated on a daily basis).
10. "**TERMINATION NOTICE PERIOD**": 24 hours
11. "**RELOCATION NOTICE PERIOD**": 24 hours
12. "**LICENSEE REQUIRED INSURANCE**": Commercial General Liability Insurance with limits of not less than \$2,000,000.00 per occurrence.
13. "**DOCUMENT PROCESSING FEE**": \$0.00 to be paid upon the effective date.

**ARTICLE II - PREMISES.** Licensor hereby grants to Licensee the right to occupy and use the "Premises" identified on Exhibit "A" attached hereto during each Authorized Term, subject to revocation, termination or relocation as provided in this Agreement.

**ARTICLE III - TERM.** Each Authorized Term of this Agreement shall commence on the Commencement Date and shall terminate on the Termination Date. Notwithstanding such terms, however, Licensor shall have the right to immediately revoke and terminate this License Agreement in the event of any default by Licensee; and Licensor shall have the further right to revoke and terminate this Agreement upon prior written notice to Licensee, such notice to be not less than the Termination Notice Period set forth in Article I.10. hereof (delivered to the Licensee Notice Address), even though Licensee is not in default in any way. In the event Licensor exercises its right to revoke or terminate this Agreement prior to the expiration of the period for which licensed, Licensor shall, within thirty (30) days following such revocation or termination, refund to Licensee the prepaid unaccrued License Fee, if any, less any sum then due by Licensee to Licensor. In the event of such revocation or termination, neither party shall have any claim against the other under this Agreement irrespective of

Project: SOE Voter Parking for Southwest Branch Library

what costs or expenses, if any, either party shall have incurred in connection with this Agreement prior to such revocation or termination, except for any obligations that expressly survive the revocation or termination of this Agreement.

**ARTICLE IV - LICENSE FEE.** Licensee covenants and agrees to pay to Licensor the License Fee, if any, in Houston, Harris County, Texas, at the Payment Address set forth herein. Unless specifically provided otherwise in Article I.5 above, the License Fee shall be payable on or before the first day of each calendar month, monthly in advance, during the Authorized Terms plus a pro rata portion thereof for any partial month at the beginning of the Authorized Terms.

If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on License fees or other amounts received by Licensor under this Agreement (herein referred to as "**Rent Sales Tax**"), then in addition to the License Fee and other payments to be made by Licensee, Licensee shall also pay the amount of such Rent Sales Tax. Rent Sales Tax shall not include any income taxes applicable to Licensor.

**ARTICLE V - SECURITY DEPOSIT.** Intentionally Omitted.

**ARTICLE VI - USE.** Licensee will use the Premises for the Permitted Use, and for no other use or purpose without the prior written consent of Licensor. Licensee will comply with all federal, state, municipal, and other laws, ordinances, rules, and regulations applicable to the Premises with respect both to construction and maintenance and operation of Licensee's business therein. Licensee will obtain all licenses and permits required for the Permitted Use and shall exhibit such licenses and permits to Licensor at any time, and from time to time, upon request. Licensee shall not commit waste or any way deface, mar, or damage the Premises. Licensee shall keep the Premises in a clean and orderly condition and remove garbage, trash, and other waste therefrom. Licensee shall maintain all equipment, merchandise and personal property placed at the Premises ("**Licensee's Property**") in a good and clean condition and promptly remove any graffiti. Upon termination of this Agreement, Licensee shall remove Licensee's Property from the Premises, remove utility lines installed by Licensee (if any), repair any damage caused by Licensee's use of the Premises or removal of Licensee's Property and utility lines, and return the Premises in "broom clean" condition with all refuse removed. Licensee will not display any sign at the Premises that has not been approved by Licensor in advance and shall remove any such sign promptly upon request by Licensor. Licensee shall not engage in or permit any practice that emits odors or noises outside the Premises. Licensee shall be solely responsible for providing security in the Premises. If as a result of the business conducted by Licensee at the Premises, Licensor, in its sole and exclusive judgment, deems it necessary to provide security in the common area, Licensor shall have the right (but not the obligation) to provide such security. In such event, Licensee shall reimburse Licensor, on demand, for the entirety of the cost of such security service, plus any administrative cost to provide such service.

**ARTICLE VII - UTILITIES.** No interruption or malfunction of any utility service shall constitute an eviction or disturbance of Licensee's use and possession of the Premises or a breach by Licensor of any of its obligations hereunder or render Licensor liable for damages or entitle Licensee to be relieved from any of its obligations hereunder. In the event of a power failure Licensor agrees to use reasonable efforts to have the service restored promptly.

**ARTICLE VIII - LIABILITY AND INDEMNITY.** Subject to the provisions of section 768.28, Florida Statutes, as may be amended, Licensee shall indemnify and save Licensor harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from the Permitted Use of the Premises or the placement of Licensee's Property in the Premises, or any act or omission of Licensee, or Licensee's employees, agents, customers, or invitees, or arising from any injury to any person or damage to any property occurring at the Premises during the Authorized Terms. Subject to the provisions of section 768.28, Florida Statutes, as may be amended, Licensee hereby assumes all risk of loss to Licensee's Property and all liability for injury to any person or damage to any property arising out of Licensee's Permitted Use of the Premises or placement of Licensee's Property in the Premises during the Authorized Terms and hereby releases Licensor and its employees, agents and contractors from all claims to the full extent permitted by Florida law. Nothing herein shall be deemed to be a waiver of Licensee's sovereign immunity.

During the entirety of the Authorized Terms, Licensee shall maintain, at its own cost and expense, commercial general liability and property damage insurance with policy limits set forth in Article I.12 hereof protecting against liability arising out of Licensee's use of the Premises and placement of Licensee's Property at the Premises. Such insurance policy shall name Licensor, and any other parties designated by the Licensor, as an additional insured. Promptly upon execution of this Agreement, Licensee shall provide to Licensor a certificate of insurance evidencing such coverage.

**ARTICLE IX - RELOCATION.** Licensee agrees that within the time period set forth in the Relocation Notice Period, Licensee shall cease operation of its business at the Premises and relocate such operation to any other portion of the Shopping Center designated by Licensor. Upon such relocation, the new space shall for all purposes be deemed to be the Premises.

**ARTICLE X - DEFAULT.** In the event of any default hereunder, in addition to all other remedies available at law or in equity, Licensor shall have the right to obtain possession of the Premises with or without legal process. All claims for damages by reason of any re-entry and repossession are hereby waived. Licensee specifically agrees that Licensor shall have the right to enter the Premises at all times. If Licensee holds over after expiration of the Term, Licensee shall be liable for the Holdover Fee set forth in Article I.9 hereof. If no License Fee is payable hereunder, the Holdover Fee shall be \$500.00 per

Project: SOE Voter Parking for Southwest Branch Library

day. If the enforcement of this Agreement is placed with an attorney, each party shall bear its own attorneys' fees and costs through the conclusion of any litigation, including any appellate proceedings.

**ARTICLE XI - NOTICES.** Any notice which may or shall be given under this Agreement shall be in writing and shall be either delivered to the Notice Address of the applicable party, by hand delivery or sent by certified mail or national courier service. All notices shall be effective on the date sent.

**ARTICLE XII - NOT A LEASE.** Licensor and Licensee hereby acknowledge and agree that this Agreement creates a license, revocable by Licensor in accordance with the terms hereof and does not constitute a lease or easement or otherwise grant to Licensee an interest in the real estate where the Premises is located. The license granted hereunder is personal to Licensee and may not be assigned or transferred, in whole or in part, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. The prohibition against assignment includes both a voluntary assignment, a sublease and/or any assignment by operation of law.

**ARTICLE XIII - NO BROKER.** Licensor and Licensee each represents and warrants to the other that it has not authorized any broker or finder to act on its behalf in connection with the License granted under this Agreement. Licensor and Licensee each agree to indemnify, defend, and hold the other harmless from and against any claims, losses, damages, costs, or expenses of any kind arising out of, or resulting from, any agreement, arrangement, or understanding made by any broker or finder in connection with this Agreement.

Weingarten Realty Investors (the "trust") is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND/OR EXECUTION HEREOF SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART BY LICENSOR TO THE OTHER PARTIES HERETO.

Project: SOE Voter Parking for Southwest Branch Library

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original on the day and year first written above.

LICENSOR WITNESSES:

Name: [Signature]  
Name: [Signature]

WRI-TC MARKETPLACE AT DR. PHILLIPS, LLC,  
a Delaware limited liability company

By: Weingarten Realty Investors,  
a Texas real estate investment trust,  
Its Sole Manager  
By: [Signature] *OK H*  
Name: Mark Schultz  
Title: Associate Director of Property Management  
"Licensor"

LICENSEE WITNESSES:

Name: Craig A. Stopyra  
Name: Lahela Chupcion

Orange County

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners  
BY: [Signature]  
Teresa Jacobs  
Orange County Mayor  
DATE: 2.9.16

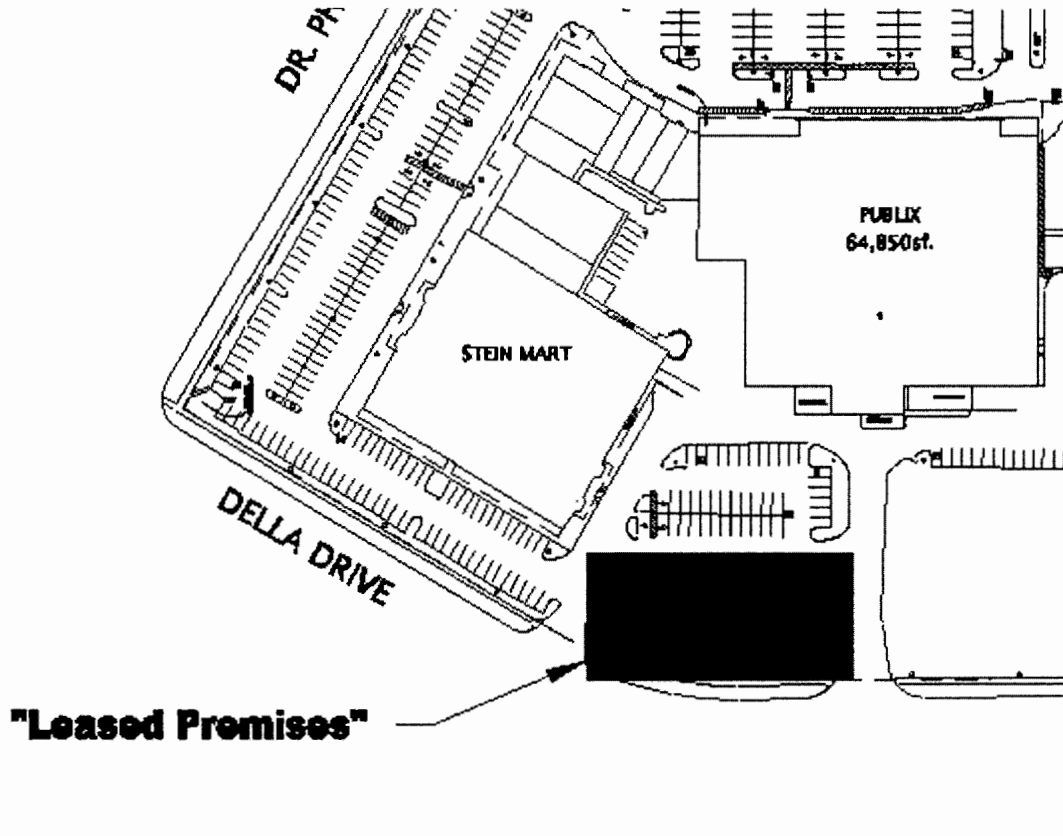


ATTEST:  
Martha O. Haynie, Orange County Comptroller  
As Clerk to the Board of County Commissioners

BY: Craig A. Stopyra  
for Deputy Clerk  
Craig A. Stopyra  
Printed Name

"Licensee"

EXHIBIT "A"



"Premises"  
Approx.: 15,000 s.f.

The "Premises" as shown hereon is for ORANGE COUNTY. Any future construction by the Licensor within the Shopping Center will not affect the validity of the Agreement covering the Premises. Licensor may elect to change the location, size layout or other details of any buildings or Common Area in the Shopping Center including, without limitation, any access points to adjacent streets or roads, and/or to construct other buildings in the Shopping Center and such changes will not affect the validity of the Agreement covering the Premises.

Licensor and Licensee acknowledge that areas shown outside the Premises (including parking and other building spaces) are for the sole purpose of establishing the location of the Premises and are not intended to limit Licensor's right to make future changes in the parking and/or building configuration in the Shopping Center.

DATE: 10/14/2015  
PROJECT NO. 0551-597  
FLOOR NO.: LIC  
UNIT NO.: LI1