



Interoffice Memorandum


APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS


DEC 01 2015 NP/CAS

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 13, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: **Ann Caswell, Manager**

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NEEDED, FOR FIRE STATION

PROJECT: Fire Station #32
14896 E. Orange Lake Blvd.
Kissimmee, Florida 34747

District 1

PURPOSE: To continue to provide space for fire station.

ITEM: First Amendment to Lease Agreement
Cost: \$57,209.40 per year plus pass-throughs
Size: 2,220 square feet
Term: 3 years
Option: One, 2 year renewal

BUDGET: Account No.: 1009-034-0798-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Fire Rescue Department

REMARKS: On June 8, 2010, the Board of County Commissioners approved the Lease for Fire Station #32. This First Amendment to Lease Agreement (“Amendment”) extends the term of the Lease an additional three years from December 1, 2015 through November 30, 2018.

This Amendment also includes the adjoining suite occupied by Fire Rescue previously leased under a sublease agreement approved by BCC September 19, 2006.

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.

DEC 01 2015 NP/CAS

Project: Fire Station #32
Lease #2053

PRUDENTIAL INSURANCE COMPANY OF AMERICA
AND
ORANGE COUNTY, FLORIDA

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (“LANDLORD”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“TENANT”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated June 8, 2010 (“Lease”);
and

WHEREAS, the initial three (3) year term commenced on December 1, 2010 and was scheduled to expire on November 30, 2013, with two (2) twenty-four (24) month TENANT renewal options; and

WHEREAS, TENANT exercised the first renewal options thereby extending the term to November 30, 2015 pursuant to that certain Agreement to Exercise Renewal Option dated October 30, 2013; and

WHEREAS, the Parties desire to expand the Premises by adding an adjoining suite currently occupied by TENANT pursuant to a sublease agreement dated September 19, 2006 which is set to terminate on October 31, 2015; and

Project: Fire Station #32
Lease #2053

WHEREAS, the Parties desire to renew the Lease for an additional three (3) year term, delete TENANT'S remaining renewal option and establish a new two (2) year option to renew.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES EXPANSION: Effective November 1, 2015, the Premises shall expand by a unit approximately 900 square feet, known as Store #A-4, as further described in Exhibit "B," attached hereto and made a part hereof (the "Expansion Space"). On such date, the Premises shall consist of approximately 2,220 square feet and TENANT'S proportionate share of the annual Operating Cost and Real Estate Tax Cost shall adjust to 25.17% in accordance with the calculation provided for in the Lease. For the month of November, 2015, TENANT shall pay LANDLORD base rent in the amount of \$4,811.85 (2,220sqft x \$26.01/12) and one-twelfth of TENANT'S proportionate share of the annual Operating Cost and Real Estate Tax Cost in the amount of \$2,051.65 (2,220sqft x \$11.09/12), for a total amount due of \$6,863.50. TENANT accepts the Premises, inclusive of the Expansion Space, in their "as-is" condition and acknowledges and agrees that LANDLORD is not obligated to provide any tenant improvements or tenant improvement allowances with respect thereto.

2. RENEWAL TERM: The Lease shall renew for an additional three (3) year term, commencing on December 1, 2015 and terminating on November 30, 2018.

3. BASE RENT AND CONTROLLABLE OPERATING COST: Effective December 1, 2015, TENANT hereby agrees to pay LANDLORD base rent for the Premises in accordance with Exhibit "A," attached hereto and made a part hereof. For the purposes of calculating Operating Costs, beginning in calendar year 2016, the portion of Operating Costs attributable to Controllable Expenses (as hereinafter defined) for any calendar year during the Lease Term shall not increase by more than five percent (5%) per annum. "Controllable Expenses" shall mean costs and expenses within the direct contractual control of Landlord or otherwise related to the operation of the Shopping Center which Landlord can reasonably

Project: Fire Station #32
Lease #2053

influence and control and shall expressly exclude utilities, insurance costs, taxes, the cost of capital expenditures (to the extent expressly allowed under this Lease) and charges assessed against or attributed to the Shopping Center pursuant to any applicable easement or declaration of protective covenants.

4. TENANT OPTION TO RENEW: The Parties hereby agree to delete Section 1 and Section 2 of the Addendum to Lease of the Lease and replace it with the following: LANDLORD hereby grants TENANT the option to renew the Lease for an additional two (2) year term by notifying LANDLORD in writing, no later than August 31, 2018, of its intent to renew. In the event TENANT exercises this option, the base rent will adjust in accordance with the provisions set forth in Exhibit "A." The Manager of TENANT'S Real Estate Management Division shall be authorized to approve and exercise this renewal option.

5. MISCELLANEOUS: Except as expressly amended or modified herein, all other terms and conditions of the Lease shall remain in full force and effect and are confirmed and ratified hereby. Landlord and Tenant affirm and covenant that each has the authority to enter into this Amendment and to abide by the terms hereof. To the extent the provisions of this Amendment are inconsistent with the provisions of the Lease, the provisions of this Amendment shall control. The conditions, covenants and agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns. Any capitalized terms used but not defined herein shall have the meanings attributed to them in the Lease. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Project: Fire Station #32
Lease #2053

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Amendment as of the date fully executed below.

Witnesses as to LANDLORD:

Sign: Carla Corchado
Print: Carla Corchado
Sign: Jeri Stolzenberg
Print: Teri Stolzenberg

LANDLORD: THE PRUDENTIAL
INSURANCE COMPANY OF AMERICA,
a New Jersey corporation
By: SEC Commercial Realty Group, Inc.,
a Florida corporation, Its Managing
Agent For TOWN CENTER AT
ORANGE LAKE

By: 
MARC A. BOUCHER, President

[signatures continued on next page]

Project: Fire Station #32
Lease #2053

(Official Seal)

Witnesses as to TENANT:

Sign: *Loelia Perez*

Print: Loelia Perez

Sign: *Lakela Christian*

Print: Lakela Christian

ATTEST:

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

By: *Craig A. Stopysa*
for Deputy Clerk

Date: DEC 01 2015

TENANT:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Orange County Mayor

Date: 12.1.15



Project: Fire Station #32
Lease #2053

Exhibit "A"
Base Rent

Initial Three-Year Renewal Term – Commencing on December 1, 2015

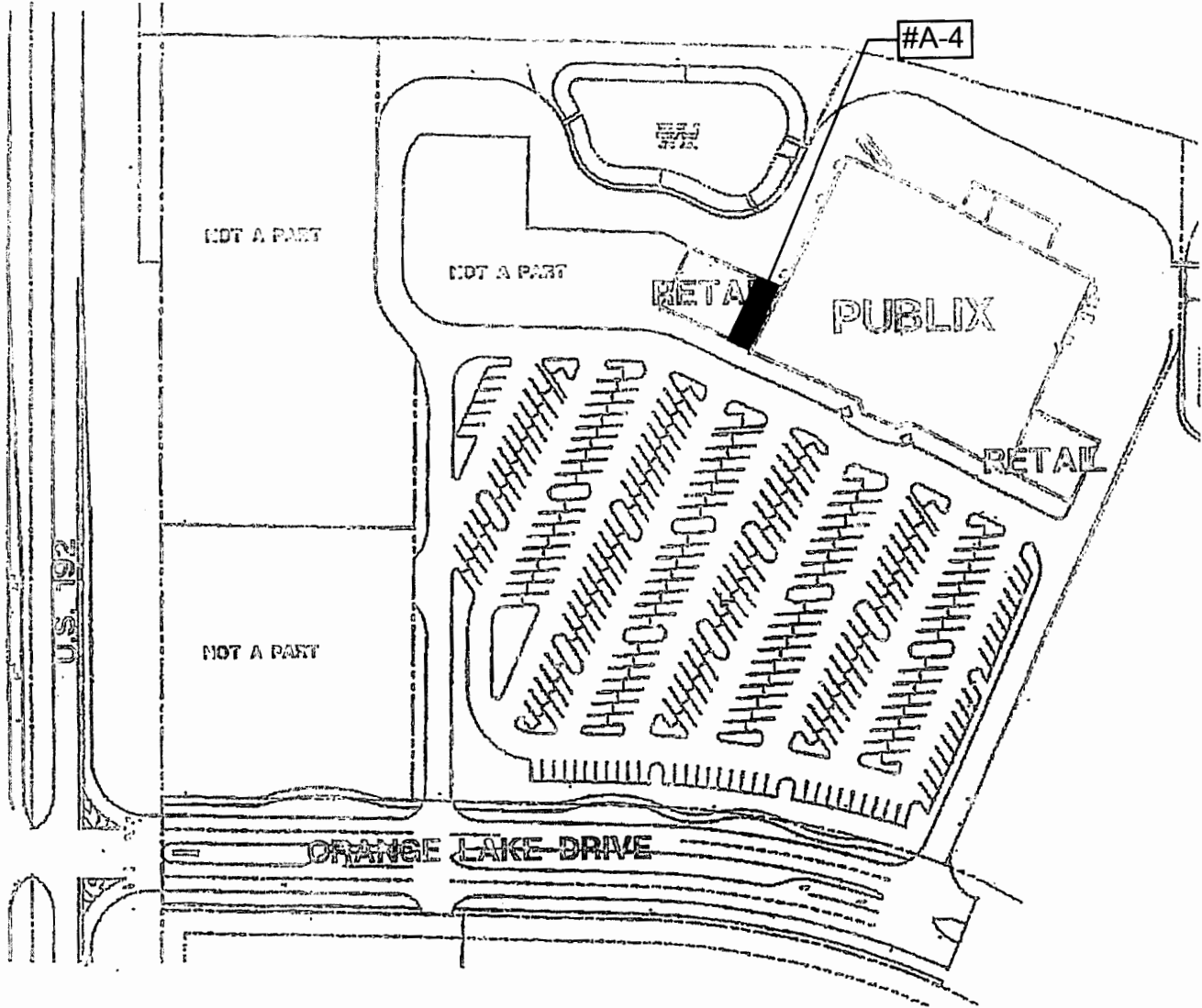
Lease Months	Base Rent per Square Foot	Period Rent	Monthly Installment
1-36	\$25.77	\$57,209.40	\$4,767.45

Two-Year Renewal Option

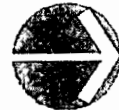
Lease Months	Base Rent per Square Foot	Period Rent	Monthly Installment
1-12	\$26.54	\$58,918.80	\$4,909.90
13-24	\$27.34	\$60,694.80	\$5,057.90

EXHIBIT "B"

Premises / Expansion Space



SITE PLAN



SEC
Commercial
Realty Group, Inc.

Town Center at Orange Lake

ORLANDO
FLORIDA

DATE: 8/30/07
PROJ NO: SE-274

BP-1

NOTE:
LANDLORD RESERVES THE RIGHT TO MAKE CHANGES IN DIMENSIONS
AND LOCATIONS OF BUILDINGS AND TENANT'S PREMISES.
ENTRANCES AND EXITS ARE SUBJECT TO STATE AND LOCAL
APPROVALS FOR PURPOSE OF LOCATION ONLY.