



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: February 25, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Robin Giove, Lease Program Manager *as per RC*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF SECOND AMENDMENT TO STANDARD SHOPPING CENTER LEASE BETWEEN EQUITY ONE, INC. AND ORANGE COUNTY FOR CLINIC SPACE

PROJECT: Alafaya Commons #2037
11881 East Colonial Drive, Space No. 4A
Orlando, Florida

District 5

PURPOSE: To continue to provide space for the operation of a neighborhood health clinic.

ITEM: Second Amendment to Standard Shopping Center Lease
Cost: Year 1 - \$8,315 per month
Year 2 - \$8,565 per month
Year 3 - \$8,820 per month
Year 4 - \$9,085 per month
Year 5 - \$9,360 per month
Size: 6,000 square feet
Term: 5 years

BUDGET: Accounting No.: 001-062-2502-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Health Services Department
Risk Management Division

REMARKS: This action amends the Lease Agreement approved by the Board of County Commissioners on February 13, 2001, as amended by the First Lease Amendment Agreement dated April 18, 2006 and by the Agreement to Exercise Renewal Option dated February 16, 2011. Orange County Health Services has a service contract with True Health, a private, non-profit 501 (c)(3) community health center, to operate a neighborhood health clinic in this space at Alafaya Commons Shopping Center.

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.

MAR 15 2016

EQUITY ONE, INC.

and

ORANGE COUNTY, FLORIDA

SECOND AMENDMENT TO STANDARD SHOPPING CENTER LEASE

THIS SECOND AMENDMENT TO STANDARD SHOPPING CENTER LEASE ("Agreement") is made and entered into by and between EQUITY ONE, INC., a Maryland corporation, successor by merger to IRT Property Company, a Georgia 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 Standard Shopping Center Lease dated February 13, 2001 for the property located at 11881 East Colonial Drive, Space No. 4A (the "Premises"), as amended by the First Lease Amendment Agreement dated April 18, 2006 and by the Agreement to Exercise Renewal Option dated February 16, 2011, hereinafter collectively referred to as the "Lease;" and

WHEREAS, the Lease was for an initial term of five (5) years, commencing May 1, 2001 and ending April 30, 2006; and

WHEREAS, by the First Lease Amendment Agreement the Parties agreed to extend the term for an additional five (5) years, commencing on May 1, 2006 and terminating on April 30, 2011; and

WHEREAS, by the Agreement to Exercise Renewal Option the Parties agreed to extend the term for an additional five (5) years, commencing on May 1, 2011 and terminating on April 30, 2016; and

WHEREAS, the Lease is set to expire on April 30, 2016 and Tenant currently has no further options to renew or extend the Lease; and

WHEREAS, Tenant desires to extend the Lease for a period of FIVE (5) YEARS and Landlord agrees to consent to such extension according to the terms and conditions set forth herein.

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. **RENEWAL TERM**: The Lease shall be renewed and extended for an additional five (5) year term, commencing on May 1, 2016 and terminating on April 30, 2021.
2. **BASE RENT**: TENANT hereby agrees to pay LANDLORD rent for the Leased Premises in accordance with the following:

Renewal Term (May 1, 2016 – April 30, 2021)

Lease Year	Base Rent per Square Foot	Period Rent	Monthly Installment
5/1/2016-4/30/2017	\$16.63	\$99,780.00	\$8,315.00
5/1/2017-4/30/2018	\$17.13	\$102,780.00	\$8,565.00
5/1/2018-4/30/2019	\$17.64	\$105,840.00	\$8,820.00
5/1/2019-4/30/2020	\$18.17	\$109,020.00	\$9,085.00
5/1/2020-4/30/2021	\$18.72	\$112,320.00	\$9,360.00

3. The Parties hereby agree to delete Section 11.15. Notices of the Standard Shopping Center Lease in its entirety and replace it with the following:

NOTICES: Any notice provided for in this Agreement must, unless otherwise expressly provided herein, be in writing, and be forwarded by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service such as FedEx or UPS. Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same). Either Party may change its

address to any other address in the United States of America by notice in writing given to the other party in the manner herein provided.

NOTICES:

TENANT shall forward all notices to LANDLORD at the following address:

Equity One, Inc.
1600 NE Miami Gardens Drive
North Miami Beach, FL 33179
Attn: Legal Department

With a copy to:
Equity One, Inc.
1150 NE Miami Gardens Drive
North Miami Beach, FL 33179
Attn: Alafaya Commons Property Manager

LANDLORD shall forward all notices to TENANT at the following address:

Manager
Orange County Real Estate Management Division
P.O. Box 1393
Orlando, FL 32802

With a copy to:
County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802

4. **PREMISES ACCEPTED BY TENANT "AS IS", ETC:** Tenant acknowledges and agrees that Tenant is fully familiar with the Premises and the Shopping Center and accepts the same in their "AS IS" condition.

5. **USA PATRIOT ACT:**

a. Certification. Pursuant to *Executive Order 13224*, signed by President George W. Bush on September 24, 2001, each party hereby certifies that:

It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

b. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

6. **MISCELLANEOUS**: Unless otherwise indicated, capitalized terms used herein shall have the meanings, respectively, ascribed to them in the Lease. Landlord and Tenant hereby ratify and confirm the Lease, as amended by this Agreement, and expressly acknowledge and agree that the Lease, as amended by this Agreement remains and shall continue in full force and effect upon and subject to the terms and conditions thereof. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall take precedence and control. The Lease and this Agreement constitute the entire agreement between Landlord and Tenant. All other terms and conditions of the Lease shall remain in full force and effect.

(INTENTIONALLY LEFT BLANK)

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

Witnesses as to LANDLORD:

Sign: Jason S. Glesca

Print: JASON S. GLESCA

Sign: Tammie McClary

Print: Tammie McClary

LANDLORD:

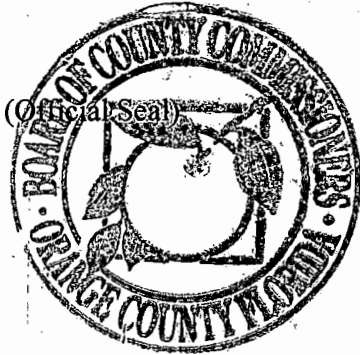
EQUITY ONE, INC.

By: Michael Makinen
Michael Makinen
Chief Operating Officer

Date: 2/16/16

REVIEWED AND APPROVED BY LEGAL

[Signature]



TENANT:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: 3.15.16

ATTEST:

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

By: Katie Smith
Deputy Clerk

Date: MAR 15 2016