



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: May 18, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Alex Feinman, Assistant Manager *AF*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Lease Termination Agreement by and between Pinar Center, LLC and Orange County, Florida

PROJECT: Pinar Plaza Shopping Center (Goldenrod Service Center)
684 S. Goldenrod Road, Orlando, Florida 32822
Lease File #2050

District 3

PURPOSE: To terminate the lease agreement for the Orange County Clerk of Courts.

ITEM: Lease Termination Agreement
Cost: None

APPROVALS: Real Estate Management Division
Orange County Attorney's Office
Orange County Clerk of Courts
Risk Management Division

REMARKS:

County currently leases office space at 684 S. Goldenrod Road, Orlando (Site) pursuant to the Lease Agreement approved by the Board on January 10, 2006, as amended (Lease). The office space was a remote service center to alleviate pressure on the main Courthouse to handle payment of traffic fines, passports, and marriage licenses.

Orange County Clerk of Courts requested to terminate the Lease because a new courthouse will be opening in the same geographical area and will absorb those functions. This action will terminate the lease with no further obligation on the County.

JUN 08 2021

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT, entered into as of the last date executed below, by and between:

The Parties to this Agreement are:

PINAR CENTER, LLC,
a Florida limited liability company

ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of the State of Florida

herein called "Landlord,"

herein called "Tenant,"

whose address is:

whose address is:

2300 NW Corporate Blvd.
Suite #135
Boca Raton, FL 33431

Orange County Board of Commissioners
c/o Manager / Real Estate Management Division
Post Office Box 1393
Orlando, FL 32802

Now therefore, in consideration of the premises and the sum of Ten and 00/100 (\$10.00) and other good and valuable considerations paid by Landlord to Tenant, the receipt and sufficiency whereof are hereby acknowledged the parties hereto agree, each with the other;

1. LEASE. The Parties entered into a Lease Agreement on January 10, 2006, wherein Pinar Associates SC Company, Ltd., predecessor-in-interest to Landlord, leased certain Premises known as 684 S. Goldenrod Road, Orlando, FL 32822 in the Pinar Plaza Shopping Center for an original term of five (5) years with two (2) renewal options of five (5) years each. Pinar Associates SC Company, Ltd., predecessor-in-interest to Landlord, and Tenant thereafter entered into a License and Indemnity Agreement on July 31, 2007, wherein Pinar Associates SC Company, Ltd., predecessor-in-interest to Landlord, gave permission to Tenant to install a depository chute in the exterior front wall of the Premises. On November 23, 2011, Tenant exercised its first option to extend the Lease, extending the Lease term to December 31, 2016. On June 28, 2016, Tenant exercised its second option to extend the Lease, extending the Lease term to December 31, 2021. The Lease Agreement, the above-referenced License and Indemnity Agreement and first and second extension are referred to collectively herein as the "Lease".
2. PURPOSE. Tenant has advised Landlord of Tenant's desire to terminate said Lease and Landlord is willing to terminate same in consideration of Tenant's Agreements specified in Section 3. The purpose of this Termination Agreement is to effect said termination.
3. CONDITIONS. Tenant hereby agrees to:
 - A. Surrender the Premises to Landlord on or before June 30, 2021 and leave the Premises in the condition specified in Section 4 of this Lease Termination Agreement;
 - B. Pay to Landlord all rents and other sums of money due to Landlord under said Lease through June 30, 2021.
 - C. Pay to Landlord any Additional Rent charged to Tenant pursuant to Section 4 of this Lease Termination Agreement.
4. Tenant agrees to surrender and yield possession of the Demised Premises to Landlord peacefully, and in good order and "broom swept" condition, with no remaining personal property of the Tenant and with no trash and debris, but subject to ordinary wear and tear for the Tenant's reasonable use thereof. If the Demised Premises is not surrendered in such condition, then Landlord may bill to Tenant as Additional Rent any required cleaning costs or costs of removing Tenant's personal property (including storage costs), trash or debris.

Tenant shall remove all signs, including electrical façade signs, pylon signs (if applicable) and any signs affixed to the windows. Any sign removal required to be done by Landlord on behalf of Tenant or any

repairs, patching, or painting of the façade required after the sign removal may be billed to Tenant as Additional Rent.

Tenant shall pay all outstanding utility bills and shall have a continuing obligation to pay same if billed subsequent to Tenant's surrender of the Premises.

5. TERMINATION OF LEASE. The Parties agree that upon Tenant's satisfaction of all of the conditions set forth in Section 3, the Lease shall be deemed terminated and cancelled effective August 1, 2021 and the Parties shall thereafter be released of all obligations and liabilities thereunder. In the event that all of the conditions set forth in Section 3 have not been satisfied by August 1, 2021, this Lease Termination Agreement shall be null and void and of no further force and effect and the Lease shall remain unmodified and of full force and effect.
6. 2021 RECONCILIATION. Tenant hereby acknowledges that within sixty (60) days of the calendar year ending, the Landlord will be reconciling the Year 2021 Real Estate Taxes and C.A.M. Expenses, pursuant to the terms of the Lease. Landlord shall submit such reconciliation statement in a satisfactory form to Tenant. In the event there is a shortage for the Tenant's share of Real Estate Taxes and C.A.M., Tenant shall pay same within thirty (30) days of receipt of Landlord's reconciliation statement. In the event there is an overage of Tenant's remittance of Tenant's share of Real Estate Taxes and C.A.M., Landlord shall pay the same within thirty (30) days of sending such Landlord's reconciliation statement.
7. RECORD. In the event said Lease or a so-called "Memorandum" or "Short Form" thereof has been recorded in the governmental official's Office where such documents are recorded, Tenant agrees, notwithstanding anything contained in this Termination Agreement, that Landlord may, at Landlord's option, record this Termination Agreement in said Office, and such recording shall automatically cancel and terminate any right or interest or record Tenant may have in said Premises. In no event shall Tenant reimburse Landlord for, or be responsible for paying, such recording fees.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement upon the date last signed below.

WITNESSES AS TO LANDLORD:

James

Signature Andrew James

Print Name Andrew James

Signature Elizabeth Masson

Print Name Elizabeth Masson

LANDLORD: Pinar Center, LLC,
a Florida limited liability company

By: Superior Sweeping, Inc.,
a Florida corporation, its Manager

By: [Signature]
Steven Levin, President

Date: May 20, 2021

TENANT
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: [Signature]
Jerry L. Demings
Orange County Mayor

Date: 10 June 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: [Signature]
for Deputy Clerk

Printed Name: Craig Stopyra

