



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** November 14, 2023

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

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

**FROM:** David Sustachek, Senior Acquisition Agent  
Real Estate Management Division

*MTC*  
*DS/MTC*

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

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

**ACTION REQUESTED:** Approval and execution of Fourth Amendment to Lease by and between Weingarten Nostat, LLC and Orange County, Florida, and authorization for the Manager of the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the Lease, if needed.

**PROJECT:** Clerk of Courts – Winter Park Corners  
Fourth Amendment to Lease  
450 North Lakemont Avenue, Winter Park, Florida 32792  
Lease File #2030

District 5

**PURPOSE:** To continue to provide office space for the Orange County Clerk of Courts.

**ITEMS:** Fourth Amendment to Lease  
Cost: One Year: \$315,000  
Size: 10,500 square feet  
Term: May 1, 2024 to April 30, 2025  
Options: None

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

**REMARKS:** Orange County currently leases 10,500 square feet of office space for the Winter Park Traffic Court in the Winter Park Corners Shopping Center under a Lease approved by the Board on May 24, 1991.

This action will extend the Lease for one year, as Orange County continues the process of renovating an existing building in Winter Park.

All other terms and conditions of the Lease shall remain in effect.

**FOURTH AMENDMENT TO LEASE**

Building ID: 118380	Deal ID: 243741	Tenant DBA: Orange County, Florida	Master Occupant ID: 00015989
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THIS FOURTH AMENDMENT TO LEASE (the "Amendment") made as of **NOV 28 2023** (the "Effective Date"), by and between **WEINGARTEN NOSTAT, LLC** (hereinafter referred to as "Landlord") and **ORANGE COUNTY, FLORIDA** (hereinafter referred to as "Tenant"), which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties.

WITNESSETH:

WHEREAS, by Lease Agreement dated May 24, 1991, Landlord (the current or successor-in-interest to the original landlord, as the case may be) leases and demises unto Tenant (the current or successor-in-interest to the original tenant, as the case may be) certain premises (the "Leased Premises") in the Winter Park Corners Shopping Center located in Winter Park, Florida, (the "Shopping Center"), as more particularly described in the Lease Agreement (said Lease Agreement as may have been amended, modified and assigned shall be hereinafter collectively referred to as the "Lease"); and

WHEREAS, the parties hereto desire to further amend the Lease.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, in hand, paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. The term of the Lease is hereby extended for an additional period of one (1) year commencing as of May 1, 2024, so that the term of the Lease shall now expire on April 30, 2025 (the "Expiration Date"). Tenant agrees and acknowledges that there are no options to extend the term of the Lease beyond the Expiration Date.
2. Commencing May 1, 2024, and continuing through and including on April 30, 2025, the annual base rent shall be as follows:

Lease Year	Annual Base Rent	Monthly Rent
5/1/2024 – 4/30/2025	\$315,000.00	\$26,250.00

3. **Improvements to the Common Areas.** Landlord has the right, without the need to obtain the consent of Tenant, to install within the Shopping Center's common areas: electrical car charging stations, parking service areas and customer pick up locations (including lockers and designated waiting or pickup areas in the parking lots or curbside) and similar other amenities consistent with those found in mixed use projects located within the local metro area where the Shopping Center is located as may be permitted by local governmental regulations.

4. **Florida Provisions.** (A) **Other Taxes.** Notwithstanding anything to the contrary contained in the Lease, Tenant shall pay directly to Landlord any tax or license fee, including but not limited to the Florida Rent Tax as set forth in Section 212.031 of the Florida Statutes, as heretofore and hereafter amended, measured by Tenant's gross Rents receivable by Landlord (e.g. Base Rent and all additional Rent) and reimbursements of utility charges, if any. That portion of such taxes attributable to each month's Rent shall be paid by Tenant to Landlord each month along with Tenant's monthly Rent payment. See Article 5, below, regarding Tenant's certificate of exemption,

(B) **State Mandated Radon Notice.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(C) **No Construction Liens.** Tenant shall have no power or authority to permit construction, mechanic's, materialmen's or other liens to be placed upon the Leased Premises in connection with maintenance, alterations, modifications or otherwise. The interest of Landlord shall not be subject to liens for improvements made by Tenant. Landlord shall not be liable for any work, labor or materials furnished to the Leased Premises by or through Tenant or anyone claiming through Tenant. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of Landlord in and to the Leased Premises. Landlord has recorded or shall record a notice as set forth in Section 713.10 of the Florida Statutes. This Lease itself shall not be recorded in the public records except at the option of Landlord. Furthermore, Tenant shall be required to obtain and provide to Landlord final lien waivers from all contractors, subcontractors, materialmen and suppliers which have filed or sent to Landlord a "Notice to Owner".

5. **Exemption from the Florida Tax on Rents.** In the event Tenant is exempt from the Florida Tax on Rent (see Section 212.031 of the Florida Statutes) and delivers to Landlord a copy of the certificate granting this status then, to the extent Tenant's tax exemption relieves Landlord from collecting and paying these taxes, Tenant shall not be required to pay these taxes to Landlord.

6. **Miscellaneous.**

(A) Notices must be in writing and sent by certified mail return receipt requested, or by a nationally recognized overnight courier service (such as Federal Express) to Tenant or Landlord at the address(es) set forth in this

Article. In addition to the aforementioned notice methods, Landlord may provide notice to Tenant by posting at the Leased Premises or by means of hand delivery to any of Tenant's registered agents, officers, members, employees or other agents at either the address(es) indicated in this Article, the registered agent address, the last known address of Tenant, or at the Leased Premises. Notices shall be effective on the earlier of: (i) the date received, (ii) two days after it was sent, (iii) the date delivery refused or otherwise not able to be made through no fault of Landlord; (iv) the date hand delivered, as previously described in this section, or (v) the date posted at the Leased Premises. Landlord and Tenant agree that a minor defect in either Landlord's notice to Tenant or the delivery thereof shall not render the notice defective. In the event of litigation, if a court determines that a defect involving Landlord's notice to Tenant or the delivery thereof was not minor or that the notice was otherwise defective, Tenant hereby expressly stipulates that Landlord shall be allowed to re-serve notice and amend its pleading(s) accordingly. Either party may change its address for notice purposes on written notice to the other party provided the new address is located in the United States, and further provided that Tenant's notice address cannot be a post office box.

To Tenant:

Orange County Real Estate Management Division  
400 E. South Street  
P. O. Box 1393  
Orlando, Florida 32802  
Attn: Manager  
Phone: 407-836-7070  
Fax: 407-836-5969

Copy to:  
Orange County Attorney  
P. O. Box 1393  
Orlando, Florida 32802  
Phone: 407-836-7320  
Fax: 407-836-5888

To Landlord:

Weingarten Nostat, LLC  
c/o Kimco Realty Corporation  
Attn: Legal Department  
500 North Broadway  
Suite 201  
Jericho, NY 11753

(B) It is mutually understood and agreed that the Lease shall be and remain in full force and effect, as modified and amended hereby, and Landlord and Tenant hereby ratify and confirm the Lease as amended hereby. Without limitation of the foregoing, Landlord hereby confirms its granting of the Leased Premises to Tenant, and Tenant hereby confirms its acceptance of the Leased Premises on all of the terms and conditions of the Lease as hereby amended.

(C) If Tenant is not an individual, the person signing this Amendment on behalf of Tenant represents (by such signature) that he or she has been duly authorized by Tenant to execute this Amendment and that such signature creates a binding obligation of Tenant.

(D) Tenant acknowledges that, no default exists on the part of Landlord under the Lease as of the Effective Date.

(E) In the event of a discrepancy between the Lease and this Amendment, this Amendment shall prevail. If not defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Lease unless the context otherwise requires. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement (other than the Lease), arrangement or understanding pertaining to any of such matters shall be effective for any purpose.

(F) In the event Landlord has or initiates a uniform trash removal program for the Shopping Center, Tenant agrees, at Tenant's expense, to participate in such program and use Landlord's designated contractor, provided their prices are competitive with other contractors in the region. Landlord shall have the right to service the Shopping Center with solar generated or other renewable forms of electricity at cost competitive rates. Furthermore, Tenant agrees to cooperate with Landlord's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Leased Premises.

(G) **No Broker.** Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Amendment and Tenant does hereby agree to defend, indemnify and hold Landlord harmless of and from any claim of or liability to any broker, finder, or like agent with whom Tenant may have dealt in connection with this transaction.

(H) **OFAC/FCPA.** Tenant and Landlord represent and warrant to each other that neither the representing party, nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of such representing party, any agent or affiliate or representative of such party (i) is the target of any sanctions administered or

enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person” (collectively, “Sanctions”)), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable Tenant Default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate the Lease on written notice to Tenant.

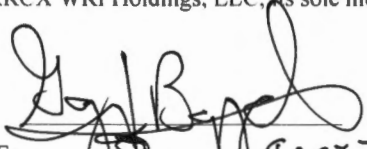
Landlord and Tenant each warrant, represent, covenant and agree that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“Anti-Corruption Laws”) in connection with all obligations under the Lease. No payments of money, gifts or anything of value have been or shall be offered, promised or paid, directly or indirectly, to any person or entity to corruptly influence the acts any government official or member of their family with or without corrupt intent or to obtain or receive an improper advantage. The parties shall keep appropriate records to establish compliance with this provision.

(l) The parties hereby each agree that its authorized representatives may receive and review this Amendment via electronic record (i.e. via email or similar technological platform).

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Signature Pages to Follow**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth above.

**WEINGARTEN NOSTAT, LLC**  
a Texas limited liability company  
By: KRCX WRI Holdings, LLC, its sole member

*jw* BY:   
NAME: GARY J BAZUPO  
TITLE: Vice President  
DATE: 10-10-23

Signatures continued on following page

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

BY: *Jerry L. Demings*

NAME: Jerry L. Demings

TITLE: Orange County Mayor

DATE: *28 November 2023*



ATTEST:

*For* Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *David Rooney*  
Deputy Clerk

Printed Name: *DAVID ROONEY*