



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-289, **Version:** 1

Interoffice Memorandum

DATE: February 5, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Ana Alves, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of First Amendment to Lease Agreement by and between Taft Holdings, Inc. and Straubinger, Inc. and Orange County, Florida, and authorization for the Manager of the Real Estate Management Division to sign subsequent amendments to the Lease Agreement, and exercise all delegations of authority expressly, required or allowed by the Lease Agreement as needed for Boggy Creek - SO Marine Division, 9180 Boggy Creek Road, Orlando, Florida 32824. Lease file 1026. District 3. **(Real Estate Management Division)**

PROJECT:

Boggy Creek - SO Marine Division
9180 Boggy Creek Road, Orlando, Florida 32824
Lease File 1026

PURPOSE: To continue to provide secure storage for the Orange County Sheriff's Office's Ag/Marine vehicles and equipment.

ITEM:

First Amendment to Lease Agreement
Term: Five years
Cost:
Year One - \$2,765.63 per month
Year Two - \$2,848.13 per month
Year Three - \$2,934.38 per month

Year Four - \$3,022.50 per month

Year Five - \$3,112.50 per month

Option: One, five-year renewal

Size: 2,250 square feet

BUDGET: Account No.: 0001-043-0201-3620

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division

Orange County Sheriff's Office

REMARKS: Orange County currently leases approximately 11,250 square feet of warehouse space under a triple net lease approved by the Board on September 10, 2024, at 9180 and 9220 Boggy Creek Road, Suites 7, 8, 9, 10, and 11, for storage of the Orange County Sheriff's Office Ag/Marine vehicles and equipment. Due to the need for additional space, the Lease Agreement is being amended to add Suite 12, bringing the total leased square footage to 13,500, all within the same development. The additional space will provide for enclosed storage for vehicles and equipment.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 25 2025

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is made effective as of the date last executed below (the “First Amendment Effective Date”) and entered into by and between Taft Holdings, Inc., a Florida corporation, and Straubinger, Inc., a Florida corporation (collectively, the “Landlord”), and Orange County, Florida, a charter county and political subdivision of the State of Florida (the “Tenant”).

RECITALS

A. Landlord and Tenant entered into that certain “Lease Agreement” approved by the Orange County Board of County Commissioners on September 10, 2024 (the “Lease”), and for the Premises commonly known as 9180 Boggy Creek Road, Suites 7, 8, 9, 10 & 11 Orlando, Florida 32824.

B. Landlord and Tenant desire to spread the terms of the Lease to include additional real property under the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Agreement.

3. Effective Date. The Effective Date of the First Amendment will be upon the Substantial Completion of the Improvements to the Premises as set forth in Section 17 below .

4. Term. The Commencement Date for Suite 12 at 9180 Boggy Creek Road, Orlando, Florida, will commence upon the Substantial Completion of the Improvements to the Premises as set forth in Section 17 below, and will terminate in alignment with the original lease's end date.

a. If Tenant occupies the Premises prior to the Commencement Date, Tenants occupancy of the Premises shall be subject to all the provisions of this First Amendment. Early occupancy of the Premises shall not advance the Expiration Date. Unless otherwise provided herein, Tenant shall not be required to pay Base Rent for the period of occupancy prior to the Commencement Date.

b. Within thirty (30) days of Substantial Completion, Landlord and Tenant shall execute a completed Commencement Date and Lease Termination Certificate in the form Exhibit F, as provided in the Original lease.

5. Premises. Effective on the Effective Date, the premises will include Suites 7, 8, 9, 10, 11, and 12, totaling approximately 13,500 square feet.

6. Section 1. (A) of Lease. The first sentence of Section 1. (A) of the Lease shall be deleted and replaced with the following:

“Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 13,500 square feet of space outlined on **EXHIBIT A** attached hereto ("Premises") in 9180 Boggy Creek Road, Suites 7, 8, 9, 10, 11 & 12 Orlando, Florida 32824 in “as- is, where-is” condition, subject to “Improvements to the Premises” as defined below under Section 37 and “Landlord Limited Warranty”, as defined below under Section 38, of a two building complex located at 9180 and 9220 Boggy Creek Road, (City of) Orlando, FL 32824 (collectively "Building"), State of Florida and without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease. Landlord and Tenant stipulate and agree to the rentable square footage set forth in this Lease without regard to actual measurement.

7. Base Rent. Starting on the Effective Date, the Base Rent will increase by \$2,765.63 per month and will increase by 3% each time the base rent set forth in the lease increases.

8. Section 7. (C). Section 7. (C) of the Lease is hereby deleted and replaced with the following: The tenant will start paying for increases in operating expenses from 2025, with a base year set as 2023. Tenants’ proportionate share is defined as 24%, based on the rentable area of the premises (13,500 square feet) relative to the building's total rentable area (56,255 square feet).

9. Broker and Broker Principal. Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this First Amendment, except Straubcos, LLC (“Landlord Broker”) which is agreed upon by the parties exclusively represents Landlord in this Lease, and CBRE (“Tenant Broker”), which is agreed upon by the parties exclusively represents Tenant in this First Amendment. The parties agree to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder’s fee resulting from the indemnitor’s acts (including, without limitation, the cost of counsel fees in connection therewith) except for the said Landlord Broker and Tenant Broker, which shall be compensated by Landlord in accordance with a separate agreement. Paul G. Straubinger is a principal of Landlord and Landlord Broker.

10. Radon Gas Disclosure. In accordance with the requirements of Florida Statutes Section 404.056(5) the following notice is hereby given:

“RADON GAS: 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.”

11. Correction to Scriveners Error. The following language shall be added to the end of the paragraph of the Lease Agreement under “Lease Agreement”, and before “1. Premises, Building, Property, and Permitted Use of Premises.”, “hereinafter “Lease” or “Lease Agreement”.

12. Complete Agreement. This First Amendment constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth herein. This First Amendment may not be amended, modified, or changed, except by in writing to be signed by the party to be charged with said amendment, change, or modification.

12. Counterparts and Electronic Documents. This First Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement provided, however, the First Amendment shall not be effective until fully executed by both parties. Executed copies hereof may be delivered by e-mail or facsimile and, upon receipt, shall be deemed originals and binding upon the parties hereto.

13. Time of the Essence. The undersigned acknowledge and agree that time is of the essence of this First Amendment.

14. Valid Authority and Binding on Successors and Assigns. The undersigned acknowledge that they have the power to bind the parties hereto to this First Amendment. All the covenants and agreements of the parties hereinabove shall apply to and bind the parties, their agents, successors, and assigns.

15. Equal Participation. Both parties to the First Amendment having participated fully and equally in the negotiation and preparation thereof, the First Amendment shall not be more strictly construed, or any ambiguities within the First Amendment resolved, against either party hereto.

16. Severability. In the event any provision of First Amendment is invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

17. Improvements to the Premises. Landlord shall cause the following improvements to be made to the Premises at its sole cost:

- a. Installation of an exhaust fan similar to the one currently in use in the adjacent leased unit.
- b. Upgrading the lighting to energy-efficient LED fixtures, matching those in the neighboring leased unit.
- c. Repairing a tear in the ceiling insulation to ensure proper thermal and acoustic performance.
- d. The Landlord has committed to redoing the flooring in the office area to improve aesthetics and functionality.

18. Offer and Acceptance. Submission of First Amendment shall not be deemed to be an offer of acceptance to modify any of the terms of the Lease and Landlord shall not be bound hereby until Landlord has delivered to Tenant, or to Tenant's designated agent a fully executed copy of this First Amendment, fully executed by both of the parties, in the spaces herein provided.

19. Attorney's Fees. If any legal action is taken to enforce the terms of Lease or this First Amendment by any party, the prevailing party shall be entitled to recover reasonable attorney fees and other costs and expenses incurred in connection with such legal action, including any appeal.

20. Waiver of Jury Trial. Landlord and Tenant each hereby waive all rights to trial by jury in any claim, action, proceeding or complaint by either party against the other on any matter arising out of or in any way connected with the Lease and First Amendment, the relationship of Landlord and Tenant, any claim for injury or damage and any emergency statute or any other statutory remedy and /or Tenant's use or occupancy of the Premises.

The parties hereto have caused this First Amendment to be signed by their respective and duly authorized officers or managers as of the day and year set forth below.

IN WITNESS WHEREOF, Landlord and Tenant have caused this “First Amendment to Lease Agreement” to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

Signed, sealed and delivered
in the presence of:

“Landlord”
TAFT HOLDINGS, INC.,
a Florida corporation

Witness: ASZ

By: PH
Paul G. Straubinger

Print Name: ANDREW PEARCE

Witness: YJ

Title: President

Print Name: KATHRYN MURPHY

Date: 1/31/25

Signed, sealed and delivered
in the presence of:

STRAUBINGER, INC.,
a Florida corporation

Witness: ASZ

By: PH
Paul G. Straubinger

Print Name: ANDREW PEARCE

Witness: YJ

Title: President

Print Name: KATHRYN MURPHY

Date: 1/31/25

IN WITNESS WHEREOF, Landlord and Tenant have caused this “First Amendment to Lease Agreement” to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

“Tenant”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: 25 February 2025

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

By: *Jennifer Larn-Klimetz*
for Deputy Clerk

Printed Name: Jennifer Larn-Klimetz

Date: FEB 25 2025