





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: March 20, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Jeffrey Maduro, Sr. Acquisition Agent
Real Estate Management Division 

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of First Amendment to Amended Lease Agreement between Hangarco II, Inc. and Orange County, Florida, and delegation of authority to the Real Estate Management Division to furnish notices, required or allowed by the lease, as needed

PROJECT: Sheriff Aviation Hangar – Orlando Executive Airport
3534 East Amelia Street, Orlando, Florida 32803
Lease File #1021

District 3

PURPOSE: To continue to provide hangar and office space for the Sheriff's Office Aviation operation at the Orlando Executive Airport.

ITEM: First Amendment to Amended Lease Agreement
Cost: \$16,879.34 total rent per month
Size: 90,000 square feet
Term: Five years
Options: None

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

APPROVALS: Real Estate Management Division
Orange County Sheriff's Office
Risk Management Division

REMARKS: County currently leases 90,000 square feet of land, office, and hangar space for the Orange County Sheriff's Office at the Orlando Executive Airport under a lease approved by the Board on June 8, 2010, as extended.

This First Amendment to Amended Lease Agreement provides for a renewed term of five years and authorizes County to perform certain improvements to the hangar and office spaces.

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

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2020

FIRST AMENDMENT TO AMENDED LEASE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED 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 HANGARCO II, INC., a Florida corporation (“**Lessor**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**Lessee**”).

RECITALS:

- A. The Greater Orlando Aviation Authority, a public and governmental body existing under and by virtue of the laws of the state of Florida, (“**GOAA**”) and Lessor entered into that certain Orlando Executive Airport Hangar Lease Agreement dated January 4, 2004 (the “**Master Lease**”).
- B. Lessor and Lessee entered into that certain “**Amended Lease Agreement**” approved by the Board of County Commissioners on June 8, 2010 (the “**Lease**”), as extended by that certain “**Agreement to Exercise Renewal Option**” dated January 12, 2015 (collectively, the “**Agreement**”).
- C. Lessor and Lessee acknowledge that the Renewal Option Term is set to expire on April 30, 2020.
- D. Lessee is now in possession of the property, described in the Agreement, located at 3534 East Amelia Street, Orlando, Florida 32803 (“**Leased Premises**”) and that the Agreement is valid and presently in full force and effect.
- E. Pursuant to Section 8(A)(2) of the Master Lease, GOAA notified Lessor of an increase in rent on April 30, 2019. While such increase should have been effective as of the date of such notice (i.e. April 30, 2019), GOAA made it effective January 7, 2019. While it is Lessee’s position that rent should have not been increased until April 30, 2019, Lessor

and Lessee agree that Lessee has, prior to the First Amendment Effective Date, reimbursed Lessor for the retroactive balance in its entirety.

F. Lessee desires and Lessor agrees to allow Lessee to amend the Agreement.

G. Lessor and Lessee hereby confirm and ratify, except as modified below, all of the terms, conditions, and covenants in the Agreement.

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 are hereby acknowledged, Lessor and Lessee 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. Extension of Term. This First Amendment constitutes the second renewal of two (2) from the Lease. The term of the Agreement is hereby renewed for one (1) additional term of five (5) years, commencing May 1, 2020, and terminating April 30, 2025 (“**First Amendment Term**”).

4. Rent. Pursuant to Section 4 of the Lease, Lessee agrees to pay to Lessor Rent during the First Amendment Term as outlined below.

	Annual Rent
Hangar /Office Building #1:	\$132,400.00
Maintenance Hangar building #2:	\$33,900.00
Land:	\$36,252.12

For avoidance of doubt, pursuant to Section 4(a) of the Lease, Rent for land may be adjusted from time to time as per the Master Lease between Lessor and GOAA. Pursuant to Section 8(A)(2) of the Master Lease, as of the First Amendment Effective Date, there are no additional future adjustments before January 5, 2024.

5. Tenant Improvements. Lessor hereby authorizes and approves that Lessee may complete those improvements set forth in **Exhibit “A”** attached to this First Amendment (the “**Tenant Improvements**”). Lessee agrees, at Lessee’s sole cost and expense, to pay the design, engineering, permitting, and construction costs incurred for those Tenant Improvements that Lessee elects to undertake, if needed.

6. Effects; Conflicts. Except as set forth in this First Amendment, all other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and

effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

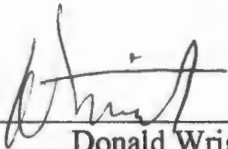
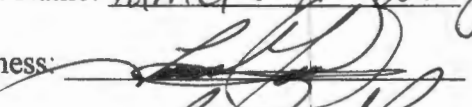
7. Counterparts. This First Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages and exhibit follow)

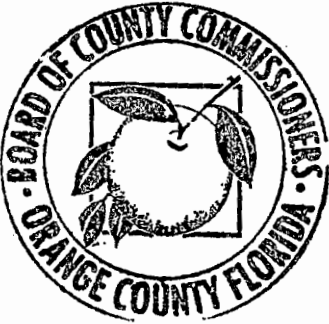
IN WITNESS WHEREOF, Lessor and Lessee have caused this "First Amendment to Amended Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

Signed, sealed and delivered
in the presence of:

"Lessor"
HANGARCO II, INC., a Florida corporation

Witness: Pamela Wright By: 
Print Name: Pamela Wright Donald Wright
Witness:  Title: President
Print Name: Terrence C. Russo Date: 3/16/20

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



“Lessee”
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: APR 07 2020

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

By: *Katie Smith*
Deputy Clerk

Printed Name: **Katie Smith**

EXHIBIT “A”

Lessor has authorized Lessee to complete the following work, pursuant to Paragraph 5 above.

- Installation of new properly sized backup generator
- Replacement of Fuel Storage structure
- Addition of insulation in the maintenance hangar
- Repair work for the maintenance hangar doors