



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 1**

**DATE:** May 26, 2023

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

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

**FROM:** Ana Alves, Sr. Acquisition Agent *AA/MTC*  
Real Estate Management Division

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

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

**ACTION REQUESTED:** Approval and execution of First Amendment to Lease Agreement by and between Westside Plaza Associates, LP and Orange County, and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the lease, as needed.

**PROJECT:** WIC at Westside Plaza  
6218 West Colonial Drive  
Orlando, Florida 32808  
Lease File #2072  
  
District 6

**PURPOSE:** To continue to provide office space for the State of Florida, Department of Health, Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC).

**ITEM:**                   **First Amendment to Lease Agreement**

**APPROVALS:**       Real Estate Management Division  
                          County Attorney's Office

**REMARKS:**       Orange County currently leases 4,467 square feet of office space, subleased to State of Florida, Department of Health, WIC ("Subtenant") as approved by the Board on January 5, 2016 ("Lease").

There were maintenance and rodent issues, which interfered with normal operations on the property. In consideration of the mutual promises and covenants contained in this First Amendment to Lease Agreement, the Subtenant will re-occupy the premises.

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

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”) is made and entered into as of the date on which the last of the parties has executed this First Amendment (the “Effective Date”), by and between WESTSIDE PLAZA ASSOCIATES, LP, a New Jersey limited partnership (“Landlord”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“Tenant”).

### RECITALS

A. Landlord and Tenant entered into a Lease Agreement dated as of January 5, 2016 (the “Lease”) pertaining to the premises more particularly described therein (the “Premises”).

B. By letter from Tenant to Landlord dated June 22, 2022, Tenant exercised the first of two renewal options thereby extending the term of the Lease until August 28, 2026.

C. By letter from Tenant to Landlord dated February 6, 2023, Tenant declared Landlord in default of the Lease due to a rodent infestation that interfered with normal use of the Premises. According to the subtenant, the subtenant had provided ongoing notice about the infestation to Landlord since October 17, 2022. According to Tenant, the Landlord did not secure the Premises from rodents until January 6, 2023. Such letter is referred to herein as the “Purported Termination Letter.”

D. By letter from Landlord to Tenant dated February 14, 2023, Landlord objected to the Purported Termination Letter and Tenant’s characterization of the pest issue.

E. By letter from counsel to Landlord to Tenant dated March 3, 2023, Landlord denied Tenant’s factual assertions and rejected Tenant’s purported termination in the Purported Termination Letter. In addition, Landlord declared Tenant in default and advised Tenant of certain due and unpaid and delinquent monetary sums due Landlord (“Landlord’s Counsel Objection Letter”).

F. Subsequently, Landlord and Tenant met to discuss the pest issue and establish the fact that the pests had been eliminated from the Premises. Landlord and Tenant agreed on March 13, 2023 that the pest issue had been resolved.

G. Landlord and Tenant agree that due to the inconvenience of the pest issue and Tenant’s alleged interruption of normal use of the Premises to abate rent for three (3) months and memorialize said agreement in the form of an amendment to the Lease.

H. Landlord and Tenant desire to rescind both the Purported Termination Letter and Landlord’s Counsel Objection Letter, respectively, to clarify any provisions of the Lease in controversy, to confirm Tenant’s acceptance, approval and re-occupancy of the Premises, and to amend the Lease, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Recitals; Defined Terms. The recitals set forth above are true and correct in all respects and are incorporated herein as fully as if set forth herein verbatim. Defined (capitalized) terms shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

2. Abatement of Rent. Landlord hereby agrees to abate Base Rent and “CAM Charges” for the months of February, March, and April 2023.

3. Re-Occupancy. Tenant hereby acknowledges and agrees that the Premises are in the condition required by the Lease and hereby accepts and approves such condition, including, without limitation, the absence of any rats, rodents or mice or other such infestation. Tenant’s subtenant has reoccupied the Premises as of April 17, 2023.

4. HVAC. Landlord has performed the replacement of the condenser unit, and associated repairs, in accordance with the proposal attached hereto as **Exhibit “A”** and made a part hereof (the “HVAC Proposal”). Tenant shall reimburse Landlord for a portion thereof, in the amount of \$500.00, and Landlord shall pay the balance. Tenant’s reimbursement to Landlord, which shall constitute additional rent under the Lease, shall be due by Tenant to Landlord within forty-five (45) business days following Tenant’s receipt of the invoice therefor.

5. Acknowledgement. Tenant hereby acknowledges that Landlord has performed all of its obligations under the Lease as of the date hereof pertaining to the pest control responsibilities.

6. Effect of Amendment. Except as modified hereby, the Lease remains unchanged. In the event of any conflict between the terms hereof and the terms of the Lease, the provisions of this First Amendment shall control and prevail. As modified hereby, the Lease remains in full force and effect.

7. Authority. Landlord and Tenant each represent and warrant to the other that the persons executing this First Amendment on its behalf have full authority to do so.

8. Counterparts. This First Amendment may be executed in two (2) counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

**“LANDLORD”**

WESTSIDE PLAZA ASSOCIATES, LP,  
a New Jersey limited partnership

By its General Partner,  
EH WESTSIDE PLAZA GP, INC.,  
a New Jersey corporation

By:   
Ephraim Hasenfeld, Pres.

Date: 5/17/23

**“TENANT”**

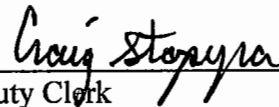
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:   
for Jerry Demings, County Mayor

Date: 20 June 2023

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

By:   
for Deputy Clerk

Craig Stopyra  
Printed Name

