



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: May 3, 2022

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 Second Addendum to Lease between PR II Town Center, LLC and Orange County, Florida and authorization for the Real Estate Management Division to exercise renewal options, execute estoppel certificates and furnish notices, required or allowed by the lease, as needed.

PROJECT: Fire Station #32
14932 East Orange Lake Boulevard, Kissimmee, Florida 34747
Lease File #2053

District 1

PURPOSE: To continue to provide space for Fire Station #32.

ITEM: Lease Agreement
Cost: Year 1 - December 1, 2021 to November 20, 2022 -
\$5,457.50 in base rent per month
Year 2 - December 1, 2022 to November 30, 2023 -
\$5,621.23 in base rent per month
Year 3 - December 1, 2023 to November 30, 2024 -
\$5,789.86 in base rent per month
Size: 2,220 square feet
Term: 36 months
Options: One, three-year renewal

BUDGET: Account No.: 1009-034-0672-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Fire Rescue Department

REMARKS: Orange County currently leases 2,220 square feet of space for Orange County Fire Rescue at 14932 East Orange Lake Boulevard, Kissimmee, Florida (Premises) under a Lease Agreement approved by the Board on June 8, 2010 (Lease). The Lease agreement expired on November 30, 2020; however, the County continues to occupy the Premises under Tenancy at Will.

This action will extend the Lease for an additional term of three years with one renewal option of three years.

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

MAY 24 2022

PR II TOWN CENTER, LLC
ORANGE COUNTY
STORE #A-3/4
FILE# 2053

SECOND ADDENDUM TO LEASE

THIS SECOND ADDENDUM TO LEASE is entered into this 24th day of May, 2022, between PR II TOWN CENTER, LLC, a Delaware limited liability company (Landlord) and ORANGE COUNTY, FLORIDA (Tenant).

This Second Addendum to Lease is intended to modify the Lease dated the 8th day of June 2010, and the First Amendment to Lease dated the 1st day of December 2015, for Store No. A-3/4, located in the Town Center at Orange Lake Shopping Center, Orange County, Florida, between the Landlord and Tenant referenced above (the "Lease"). If there is a conflict between the provisions in this Second Addendum to Lease, the provisions in the First Amendment to Lease and the provisions in the Lease, the provisions in this Second Addendum to Lease shall be given precedence.

Landlord and Tenant agree that commencing the date first written above, the following changes to the Lease will be in full force and effect:

1. ADD THE FOLLOWING TO THE LEASE:

Landlord and Tenant hereby agree that the term of this Lease shall be extended for an additional three (3) years, commencing December 1, 2021 through November 30, 2024. (The "Extension Period").

2. ADD THE FOLLOWING TO THE LEASE:

For the period of December 1, 2021 through November 30, 2022, the base rent shall be: **\$65,490.00** per year payable in equal monthly installments of **\$ 5,457.50** per month due in advance on the first day of each month, without demand.

3. ADD THE FOLLOWING TO THE LEASE:

The Base Rent shall increase three percent (3%) per year beginning on December 1, 2022 according to the following schedule:

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Lease Months	Annual Rent	Monthly Rent
December 1, 2021 - November 30, 2022	\$65,490.00	\$5,457.50
December 1, 2022 - November 30, 2023	\$67,454.70	\$5,621.23
December 1, 2023 - November 30, 2024	\$69,478.34	\$5,789.86

The adjusted base rent shall be payable commencing on the first day of the first month of the Lease Year following the adjustment.

4. DELETE ARTICLE 15 OF THE LEASE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 15. Tenant agrees not to assign this Lease or any interest therein without the previous written consent of Landlord and not to sublet or permit any other persons to occupy the Premises or any part thereof without like consent. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the Premises shall not operate as a consent to any subsequent assignments or subletting, each of which shall require Landlord's separate consent. Notwithstanding any such assignment, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease. If Tenant is a corporation and if any transfer, sale, pledge or other disposition of any of the outstanding stock shall occur, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to treat any such transfer, etc., as an assignment under this Article. Anything contained in this Article to the contrary notwithstanding, in the event Tenant desires to assign or sublet this Lease and requests a consent thereto from Landlord, at such time Landlord shall have the right to terminate this Lease upon written notice thereof to Tenant. Such termination shall be effective within thirty days from the date of such notice. In the event Landlord consents to an assignment or sublet, Landlord may charge Tenant an administrative fee of **\$1,500** plus reasonable attorney's fees incurred in connection with the assignment. Fifty (50%) percent of such fee shall be deemed to be earned and shall be due and payable upon Tenant's request for such consent to assignment, whether or not such assignment is ultimately effectuated. The remainder of the administrative fee shall be due when such document is executed by Tenant and delivered to Landlord. The acceptance of

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rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

5. ADD THE FOLLOWING TO THE LEASE:

Provided Tenant has been in good standing and has not been in default during the term of this Lease, whether or not cured, Landlord acknowledges that Tenant shall have the right to lease the Premises for an additional three (3) year period beginning on December 1, 2024 and expiring on November 30, 2027. This option must be exercised by Tenant by written notice to Landlord no earlier than 240 days and not later than 180 days prior to the expiration of the prior option term hereof. The exercise of this option is contingent upon Tenant executing, for the option term, a new lease on Landlord's then current lease form should Landlord so desire. In the event Tenant exercises this option, the rent during the first year of the option period shall be equal to the Landlord's then prevailing market rate as to in-line tenants for comparable space, and shall be subsequently increased annually by three (3%) percent. In no event shall the Base Rent for the first year of the option period be less than the Base Rent payable in the preceding year of the prior term of the Lease.

6. Tenant Right to Terminate: Funding for the Lease is funded by Federal, State and other sources. Should funding be discontinued for any reason prior to the expiration date, Landlord shall allow Tenant an early termination right by providing 180 days' prior written notice.

7. ADD THE FOLLOWING TO THE LEASE:

The adjacent parcel to the south of the leased property (Tax ID 33-24-27-6377-00-050), a portion of this parcel, is used as additional parking for Fire Station 32 official vehicles. The parcel is not owned by the Landlord and is under a separate leasing agreement (Lease #4050) with Orange County Real Estate Management. There is no legal obligation from the Landlord in reference to this additional leasing agreement. This paragraph is added to this lease for informational purposes only.

Highlighted, bold, underlined, or other conspicuous language, if any, shall have no greater or lesser force and effect than the language in the remainder of the lease. Any stricken language shall be treated as though it did not exist.

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IN WITNESS WHEREOF, this Second Addendum to Lease has been executed the day and year first written above.

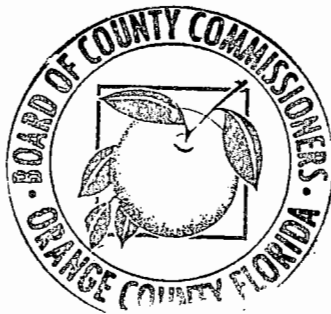
LANDLORD:
PR II TOWN CENTER, LLC,
a Delaware limited liability company
By: Southeast Centers, LLC,
a Florida limited liability company,
Its Managing Agent for TOWN CENTER
AT ORANGE LAKE

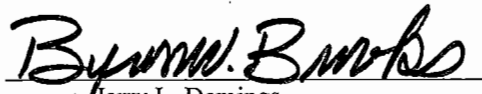
By: 
MARC A. BOUCHER, Manager

TENANT:

ORANGE COUNTY, FLORIDA

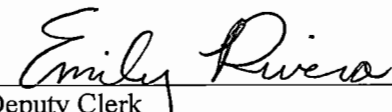
By: Board of County Commissioners



By: 
Jerry L. Demings
Orange County Mayor

Date: 24 May 2022

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

By: 
For Deputy Clerk

Printed Name: Emily Rivera