



Orange County Government

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

Legislation Text

File #: 25-157, **Version:** 1

Interoffice Memorandum

DATE: January 8, 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 Third Amendment to Commercial Lease Agreement by and between BREIT SE Industrial ORL/JAX Portfolio, LLC and Orange County, Florida, and authorization for the Manager of the Real Estate Management Division to sign amendments to the Lease Agreement and exercise all delegations of authority expressly, required or allowed by the Lease Agreement, as needed for Vineland Warehouse Storage Expansion, 3600 Vineland Road, Orlando, Florida 32811. Lease file 10001B. District 6. **(Real Estate Management Division)**

PROJECT:

Vineland Warehouse Storage Expansion
3600 Vineland Road, Orlando, Florida 32811
Lease File 10001B

PURPOSE: To provide additional space for Orange County operations.

ITEM:

Third Amendment to Commercial Lease Agreement

Term: Five years

Cost:

Year One - \$8,192.54 base rent per month

Year Two - \$8,479.26 base rent per month

Year Three - \$8,776.06 base rent per month

Year Four - \$9,083.24 base rent per month

Year Five - \$9,401.15 base rent per month

Option: NA

Size: 7,036 square feet

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

REVENUE: None

FUNDS: NA

APPROVALS: Real Estate Management Division

REMARKS: Orange County currently leases approximately 14,236 square feet of office and warehouse space located at 3600 Vineland Road, Suites 103, 105, and 106, Orlando, Florida 32811, under a triple net lease approved by the Board on October 8, 2024, pursuant to the Second Amendment to Commercial Lease Space ("Second Amendment").

Tenant improvements were contemplated, per the Second Amendment to Commercial Lease, and now that those improvements are completed. This Third Amendment to Commercial Lease Space will update the Second Amendment to reflect the actual expansion commencement date.

THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of the latest date set forth beneath the parties’ signatures below (the “**Amendment Date**”) by and between **BREIT SE INDUSTRIAL ORL/JAX PORTFOLIO, LLC**, a Delaware limited liability company (“**Landlord**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**Tenant**”).

WITNESSETH:

A. Landlord (as successor in interest to MDH ORL/JAX Portfolio, LLC) and Tenant are parties to that certain Commercial Lease Agreement dated August 21, 2018 (the “**Original Lease**”), as amended by the First Amendment to Commercial Lease Agreement dated October 25, 2023 (the “**First Amendment**”), as further amended by the Second Amendment to Commercial Lease Agreement dated October 8, 2024 (the “**Second Amendment**”) (the Original Lease, as amended by the First Amendment and the Second Amendment, are collectively referred to herein as the “**Lease**”).

B. The Lease provides for the lease of Suites 103, 106, 107, and 108, consisting of an aggregate of 14,236 rentable square feet (the “**Premises**”), in the building located at 3600 Vineland Road, Orlando, Florida 32811 (the “**Building**”).

C. Landlord and Tenant wish to enter into this Amendment to make the changes as set forth below.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, the sufficiency of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Amendment shall have the same meanings as in the Lease, except if otherwise defined herein. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

3. Revised Expiration Date. The Revised Expiration Date (as defined under Section 4 of the Second Amendment) is hereby amended to be October 31, 2029.

4. Base Rent. The rent chart set forth in Section 6(b) of the Second Amendment is deleted and replaced with the following:

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY BASE RENT</u>
November 18, 2024 – November 30, 2024	\$13.97	Pro-rated on a per diam basis, if applicable
December 1 2024 – October 31, 2025	\$13.97	\$8,192.54
November 1, 2025 – October 31, 2026	\$14.46	\$8,479.26
November 1, 2026 – October 31, 2027	\$14.97	\$8,776.06
November 1, 2027 – October 31, 2028	\$15.49	\$9,083.24
November 1, 2028 – October 31, 2029	\$16.03	\$9,401.15

5. Counterparts. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single Amendment.

6. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. Tenant hereby acknowledges and affirms that, as of the Amendment Date hereof, the Lease is in full force and effect and, to the best of Tenant's knowledge, there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The parties ratify and confirm the terms of the Lease as modified by this Amendment and the Lease is incorporated herein by reference as if fully set forth herein. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. All prior understandings and agreements between the parties concerning these matters are merged into this Amendment, which alone fully and completely expresses their understanding.

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment.

LANDLORD:

**BREIT SE INDUSTRIAL ORL/JAX
PORTFOLIO, LLC**, a Delaware limited liability
company

By:  _____

Name: Warren W. Vaughan, Jr.

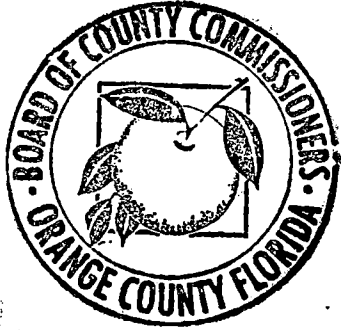
Its: Authorized Signatory

Date: 12/09/2024

TENANT:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 28 January 2025

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

By: Jennifer Lara-Klimetz
for Deputy Clerk

Printed Name: Jennifer Lara-Klimetz