



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0671, **Version:** 1

Interoffice Memorandum

DATE: May 26, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Jenny Walker, Acquisition Agent

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Commercial Lease Agreement by and between Orange Avenue Warehouses LLC and Orange County, Florida and authorization for the Manager or Assistant Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Commercial Lease Agreement for Graphics at S. Orange Avenue, 5232 South Orange Avenue, Edgewood, Florida, 32809. Lease file 10308. District 3. (Real Estate Management Division)

PROJECT:

Graphics at S. Orange Avenue
5232 South Orange Avenue, Edgewood, Florida, 32809
Lease file 10308

PURPOSE: To provide office and warehouse space for the Graphics Division.

ITEM:

Commercial Lease Agreement
Term: Five years
Total Rent: \$1,448,199.84

BUDGET: Account No.: 0001-043-0201-4440

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division

County Attorney's Office

Risk Management Division

Facilities Management Division

REMARKS: The Graphics Division currently occupies approximately 8,600 square feet, which they have outgrown. This gross Commercial Lease Agreement provides 13,000 square feet and the landlord will pay all tenant improvement costs.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 16 2026

COMMERCIAL LEASE AGREEMENT

by and between

ORANGE AVENUE WAREHOUSES LLC

and

ORANGE COUNTY, FLORIDA

THIS COMMERCIAL LEASE AGREEMENT (the “**Agreement**” or “**Lease**”) is made and entered into as of the Effective Date (hereinafter defined), by and between **ORANGE AVENUE WAREHOUSES, LLC**, a Florida Limited Liability Company, (“**Landlord**”), and **Orange County, Florida**, a charter and political subdivision of the State of Florida (“**Tenant**”) (sometimes hereinafter referred to individually as the “party” or collectively, the “parties”).

RECITALS

WHEREAS, Landlord is the owner of certain real property and the commercial warehouse building and ancillary improvements located thereon (collectively, the “Building”) which is located at 5232 S Orange Avenue, Edgewood, Florida 32809 and legally described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Tenant desires to lease and occupy the 13,600 square feet in the Building which is depicted on the Building floor plan attached hereto and incorporated herein as Exhibit “A-1” (the “Premises”) for administrative, production, graphics, and warehouse purposes (collectively, the “Permitted Use”); and

WHEREAS, Landlord and Tenant wish to set forth their agreements in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Section 1. Recitals. The above recitals are true and correct in all material respects and are incorporated herein by this reference.

Section 2. Lease Summary. Below is a summary of the terms of this Agreement. Any conflict between the summary and the specific provisions of this Agreement, the specific provision prevails.

Tenant:	Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as “ Tenant ” or “ County ”)	
Tenant’s Contact:	Orange County Real Estate Management Division Attn: Manager	
	Mailing Address	Physical Address
	P.O. Box 1393 Orlando, Florida 32802- 1393	400 E. South St., 5 th Floor Orlando, Florida 32801
	Email: leasing@ocfl.net	
Property:	As defined in the Recitals	
Premises:	As defined in the Recitals	
Address of Premises:	5232 South Orange Avenue, Edgewood, Florida 32809	
Landlord:	Orange Avenue Warehouses, LLC, a Florida Limited Liability Company (“ Landlord ”).	
	Mailing Address	Physical Address
	5300 South Orange Avenue Orlando, FL 32809-3402	5300 South Orange Avenue Orlando, FL 32809-3402
	Email: bhpinc@bellsouth.net	
Property Manager:	ORANGE AVENUE WAREHOUSES, LLC	
Brokers:	Landlord is represented by 4 Acre Realty LLC Tenant is represented by CBRE in this lease transaction.	
Effective Date:	Upon the complete execution and delivery of this Lease by the parties hereto as outlined in section 4.2	
Rent Commencement Date	Rent commencement to begin upon the Landlord’s delivery of the Premise to Tenant with all completed Landlord Improvements and as outlined in section 4.3. Landlord and Tenant shall execute a completed Commencement Date and Lease Termination Certificate in the form provided hereto as Exhibit D.	
Initial Term:	Sixty (60) months beginning on Rent Commencement Date.	
Extension(s)	Two (2) consecutive five (5) year terms each (see Section 6.1 below).	
Landlord Improvements:	As defined in Section 19.2	

Rent:	See Section 4.5 and Section 4.6 below.
Security Deposit:	None
Rent Due Date:	On or before the 1 st of each month of the Lease (see Section 4.5 below).
Rent Mailed to:	Orange Avenue Warehouses, LLC 5300 South Orange Avenue Orlando, FL 32809-3402 (or as subsequently updated) or paid via Electronic Funds Transfer.

Section 3. Leased Premises

Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease from Landlord those certain premises in the building located at 5232 South Orange Avenue, Edgewood, Florida, 32809. The Net Rentable Area of the Leased Premises is hereby estimated to be a total of 13,000 Rentable Square Feet (the "**Leased Premises**")

3.1 Permitted Use. The Tenant shall only use the Premises for the Permitted Use and for no other use whatsoever, without, in each instance, having received the prior express written consent of the Landlord therefor. In the event the Tenant desires to change the use, Tenant shall submit such request in writing to Landlord for approval. Such approval will not be unreasonably withheld, conditioned, or delayed, provided such uses of a nature customarily engaged by a governmental agency.

3.2 Nuisance. In connection with its Permitted Use the Tenant shall conduct its businesses and control its agents, employees, invitees and visitors in such manner, to the extent permissible by Florida law, so as to not create any nuisance or interfere with, annoy or disturb any other tenant(s), Landlord or any adjacent land owner.

Section 4. Lease Term

4.1 Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, this Lease shall be for a term of Five (5) years beginning on the Commencement Date and ending, unless earlier terminated pursuant a right of termination afforded to a party hereunder, on the fifth (5th) anniversary of the Rent Commencement Date.

4.2 Lease Effective Date. This Lease shall commence (the "**Effective Date**") on the day on which the last to do so of the Landlord or the Orange County Board of County Commissioners, on behalf of the Tenant, shall have executed this Lease and delivered a copy thereof to the other party.

4.3 Rent Commencement Date. Rent (as defined below) shall become due and payable by the Tenant to the Landlord hereunder upon the date (the "Rent Commencement Date"), if ever, on which the Landlord shall have substantially completed the construction of the Landlord Improvements (as hereafter defined) and delivered possession of the Premises to the Tenant by providing it with the keys thereto.

4.4 Base Rent/Gross Rent. During the Term of this Lease, Tenant shall pay to the Landlord, in accordance with the schedule below, an amount of annual rent (as to each Lease year, its "**Gross Rental**") that is equal to the arithmetic sum of the applicable "Annual CAM estimated per Rentable Square Foot" and "Annual Base Rental per Rentable Square Foot" shown below, multiplied by thirteen (13,000) square feet (the nominal square footage of the Premises for all financial calculation purposes under this Lease). Annual Base Rental per Rentable Square Foot, as shown on the schedule below, will increase three percent (3%) annually on each anniversary of Rent Commencement Date, including any lease extensions or renewal options.

<u>Lease Year</u>	<u>Annual CAM estimated per Rentable Square Foot (max 4% increase)</u>	<u>Annual Base Rental per Rentable Square Foot</u>	<u>Monthly Installments of Gross Rental</u>
Year 1	\$3.07	\$17.85	\$22,663.33
Year 2	\$3.19	\$18.39	\$23,378.33
Year 3	\$3.32	\$18.94	\$24,115.00
Year 4	\$3.45	\$19.51	\$24,873.33
Year 5	\$3.59	\$20.09	\$25,653.33

The annual Gross Rental, the annual Basic Operating Cost Adjustment (hereinafter defined, and any Additional Rent provided for herein and then in effect (collectively the "**Rent**"), shall be due and payable by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term and Tenant hereby agrees to pay such Rent to Landlord monthly in advance without demand and without any reduction, abatement, counterclaim or setoff, at such address as may be designated by Landlord. Should this Lease Agreement commence or terminate at any time other than the first (1st) day of a calendar year, the Rent shall be prorated, such that Tenant shall only pay the same for the calendar days during such calendar year for which Tenant is in possession of the Leased Premises. Prorations will be based on a three hundred and sixty-five (365) day calendar year.

4.5 Additional Rent. In addition to Gross Rental and the annual Basic Operating Cost Adjustment, Tenant shall reimburse Landlord for its Tenant's Proportionate Share of the ad valorem real and personal property taxes and casualty insurance attributable to the Premises. (collectively "Additional Rent"). For the Calendar Year of 2025, Property Taxes are at \$1.06 per square foot and insurance is at \$.65 per square foot. Tenant shall remit payment once receiving and approving Landlord paid invoice within 30 days of receiving said paid invoice.

4.6 Cap on Controllable CAM. Included in Gross Rental, there shall be a 4.0% annual non-cumulative cap on controllable CAM increases. CAM is as defined in Section 7.

4.7 Security Deposit. No security deposit is due.

4.8 Late Fees. If the Landlord does not receive any payment of Rent due from the Tenant to it hereunder within seven (7) calendar days from its date due, the Tenant shall pay the Landlord, in conjunction with such payment, a sum of money that is equal ten percent (10%) of such payment (in each instance, a "Late Fee") and as compensation to the Landlord for the its costs in administering each such late payment and not as a penalty. Each Late Fee is hereby deemed to be Additional Rent hereunder until timely paid by the Tenant.

Section 5. Delegation of Authority

By execution of this Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Management Division Manager, or their designee, the authority to execute any permitted renewals, notices and estoppel documents that are part of this Agreement.

Section 6. Option to Renew

6.1 Option to Renew. Provided Tenant is not in then in default under the terms of this Lease, Tenant is hereby granted an option to extend this lease for two (2) Five (5) year period(s) each, a "Renewal Option". The Annual Base Rental per Rentable Square Foot applicable to the first renewal option is set forth in Section 6.1.1 below. Tenant must deliver a writing to the Landlord, should it wish to exercise any Renewal Option, at least one hundred and twenty (120) days prior to the expiration of the prior term of this Lease. In the event the Tenant timely so exercises any Renewal Option, then Annual Base Rental per Rentable Square Foot for each exercised Renewal Option shall increase on the first day of each Lease year of the applicable renewal term by Three percent (3.0%).

6.1.1 First Renewal Option Rent Schedule estimated at 4% CAM increase:

<u>Lease Year</u>	<u>Annual CAM estimated per Rentable Square Foot (max 4% increase)</u>	<u>Annual Base Rental per Rentable Square Foot</u>	<u>Monthly Installments of Gross Rental</u>
Year 1	\$3.73	\$20.69	\$26,455.00
Year 2	\$3.88	\$21.31	\$27,289.17
Year 3	\$4.04	\$21.95	\$28,155.83
Year 4	\$4.20	\$22.61	\$29,044.17
Year 5	\$4.37	\$23.29	\$29,965.00

6.2 Number of Renewals. Tenant will have two (2) options to renew the Lease for a period of five (5) years each. Tenant must notify the Landlord in writing within one hundred and twenty (120) days prior to Lease expiration of their intent to renew or vacate.

Section 7. Basic Operating Cost

7.1 "Basic Operating Cost" or "CAM" as that term is used herein, shall consist of all operating expenses of the Building. Basic Operating Cost shall be computed on an accrual basis and shall consist of all costs and expenses incurred by Landlord to maintain all facilities used in the operation of the Building. All operating expenses shall be determined in accordance with generally accepted accounting principles, which shall be consistently applied. The term "Basic Operating Expenses" or "CAM" as used herein shall mean all expenses and costs (but not specified

costs that are separately billed to and paid by specific tenants) of every kind and nature that Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building and including, but not limited to, the following:

- (a) Wages, salaries and related expenses of all employees engaged in the daily operation and maintenance of the Building (including, but not limited to, taxes, insurance and benefits relating to employees providing these services); and
- (b) All supplies and materials used in the operation and maintenance of the Building; and
- (c) Cost of all utilities, telephone, cable television, water, sewer, electricity, gas and fuel oil used to maintain the common areas of the Building and not specifically attributed to the Premises or charged directly to another tenant, and any other utilities that may be available from time to time; and
- (d) Cost of customary property management; including, but not limited to, Property Management fees, janitorial services, clerical, accounting and legal services (other than services attributable solely to a particular tenant), trash and garbage removal, servicing and maintenance of all systems and equipment (including, but not limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose cabinets, mail chutes, guard service, painting, window cleaning, landscaping and gardening); and
- (e) Cost of repairs, replacements and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties and not reimbursed by Landlord, and alterations attributable solely to tenants of the Building other than Tenant); and
- (f) Owner's Association fees, if any; and
- (g) Any and all common area maintenance costs related to public areas of the Building including sidewalks, landscaping, parking, and service areas.

For the avoidance of doubt, the Landlord and Tenant agree that neither ad valorem real and personal property taxes nor casualty insurance attributable to the Premises are Basic Operating Costs or CAM hereunder.

7.2 Basic Operating Cost Adjustment. For purposes of this section, the following definitions apply:

7.2.1 "Base Year" shall mean calendar year 2026

7.2.2 "Estimated Basic Operating Cost" shall mean the Basic Operating Cost for each calendar year during the Term as estimated by Landlord prior to commencement of such calendar year. The Estimated Basic Operating Cost for Lease year 2026 is \$39,910.00.

7.2.3 "Operating Statement" shall mean a statement from the Landlord setting forth the Basic Operating Cost.

7.2.4 "Tenant's Proportionate Share" shall mean the ratio that the number of Net Rentable Area in the Leased Premises bears to the number of rentable square feet of space in the Building. As provided for above, the parties have agreed that the Premises, for the necessary financial calculations required in this Lease, is, for all such purposes comprised of Thirteen Thousand (13,000) square feet (and not the actual 13,600 square feet actually occupied by the Tenant) in the Building which has a total square footage of 42,700 square feet, making the Tenant's Proportionate Share 30.44%.

7.2.5 Tenant shall pay, as applicable, in monthly installments during every calendar year of this Lease as additional rent one twelfth (1/12) of an amount equal to the excess of Tenant's proportionate share of the estimated basic operating cost over Tenant's proportionate share of the basic operating costs for the base year (such amount being referred to herein as the "**Base Operating Cost Adjustment**").

7.2.6 Operating Statement and Adjustment of Basic Operating Cost.

a. **Delivery of Operating Statement.** Landlord shall, within one hundred and eighty (180) days after the end of any calendar year following the Base Year, provide Tenant with an Operating Statement for such previous calendar year. The Operating Statement shall set forth the difference, if any, between Tenant's Proportionate Share of the Estimated Basic Operating Cost and Tenant's Proportionate Share of the actual Basic Operating Cost.

b. **Tenant's Payment Obligation.** In the event Tenant's Proportionate Share of the actual Basic Operating Cost exceeds Tenant's Proportionate Share of the Estimated Basic Operating Cost, Tenant shall pay such additional amount to Landlord within thirty (30) days of receipt of the Operating Statement.

c. **Landlord's Rebate Obligation.** In the event Tenant's Proportionate Share of the Estimated Basic Operating Cost exceeds Tenant's Proportionate Share of the actual Basic Operating Cost, Landlord shall rebate said amount to Tenant within thirty (30) days after providing the Operating Statement to Tenant.

d. **Failure to Provide Statement.** Landlord's failure to provide Tenant with the Operating Statement within one hundred and eighty (180) days after the end of any calendar year, thereby failing to notify Tenant that such additional rent is due under this Paragraph, shall release Tenant from the obligation to pay such additional rent.

e. **Proration.** Should this Lease Agreement commence or terminate at any time other than the first day of a calendar year, the Basic Operating Cost Adjustment referred to hereinabove shall be prorated. Tenant shall only be responsible for paying the Basic Operating Cost Adjustment for the calendar days during such calendar year in which Tenant is obligated to pay rent with respect to the Leased Premises.

Section 8. Holdover

8.1 Hold Over Tenancy. In the event Tenant remains in possession of the Premises after the expiration of the Lease (including all applicable extensions) and without Landlord's

written consent, Tenant shall be deemed to be occupying the Premises as a hold-over tenant at sufferance. Rent during such holdover period shall equal the Rent due at the time of the expiration of this Lease **plus one hundred and fifty percent (150%) of such amount**, and the tenancy shall otherwise be subject to all conditions, provisions, and obligations of this Lease.

8.2 Exception During Lease Negotiations. Landlord shall not charge holdover rent to Tenant provided that:

- a. Tenant and Landlord are actively engaged in negotiations for a new lease or renewal
- b. Both Parties are working in good faith, and
- c. Such negotiations result in an executed lease acceptable to both Parties.

Section 9. Attorney Fees

In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease, or in the event suit is brought for the recovery of any Rents due under this Lease, for the breach of any covenant or condition of this Lease or for the repossession of the Premises to Landlord and/or eviction of Tenant, both parties will be responsible for their own legal costs and expenses, including their own attorney fee, including fees and costs on appeal.

Section 10. Brokerage Fees

10.1 Representation. Pursuant to Florida Statute 475, Landlord acknowledges that CBRE solely represents the Tenant in this transaction. Tenant Acknowledges that 4 Acre Realty LLC solely represents the Landlord in this transaction.

10.2 Compensation. Landlord agrees that CBRE shall be compensated in a sum of money which is equal to three percent (3.0%) of the aggregate amount of the Annual Base Rent hereunder for the first five years of the Lease Term excluding any renewals, for the services rendered in connection with this Lease paid by the Landlord.

Section 11. Signage

11.1 Tenant's Right to Signage. Tenant shall have the right to place signage on any signage location readily available to other tenants within the Building.

11.2 Costs and Approvals. All costs associated with Tenant's signage shall be borne solely by Tenant and shall be subject to Landlord's prior written approval and shall be approved and comply with all applicable statutes, laws, codes and ordinances including, but without limitation, any and all municipal signage codes. Landlord's approval shall not be unreasonably withheld, conditioned or delayed.

Section 12. Parking

Parking shall be provided to Tenant, its employees, customers, and visitors on a nonexclusive, unallocated, and unreserved basis in the designated parking areas on the Property

adjacent to the Premises.

Section 13. Amendment

This Agreement may not be amended or modified except by a written agreement executed by the Parties or their respective successors and assigns having authority at the time of such amendment or modification.

Section 14. Binding Effect

14.1 Successors and Assigns. All the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 15. Counterpart.

15.1 Execution in Counterparts. This Lease may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 16 Calculation of Time Periods

16.1 General Rule. Unless otherwise expressly specified in this Agreement:

(a) In computing any period of time described herein, the day of the act or event after which the designated period of time begins to run shall not be included, and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday, or Holiday. In such case, the period shall extend until the next day which is neither a Saturday, Sunday, nor Holiday.

(b) If any specified or fixed date or deadline set forth in this Agreement falls on a Saturday, Sunday, or Holiday, then such date or deadline shall roll forward and extend to the next day which is neither a Saturday, Sunday, nor Holiday.

(c) The last day of any time period described in this Agreement, and the time for performance on any other date or deadline set forth herein, shall be deemed to end at 5:00 p.m. local time in Orlando, Florida.

Section 17. Currency

17.1 Form of Payment. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts, and no other money or currency.

Section 18. Drafting/Negotiation

18.1 Equal Construction. All Parties have participated fully in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strongly

for or against any Party, regardless of which Party is deemed to have drafted the Lease.

Section 19. Leasehold/Landlord Improvements of Premises

19.1 Leasehold Improvements. All fixtures, improvements, and appurtenances of any kind or nature which have been attached to or built into the Premises, whether or not by, or at the expense of, the Tenant or the Landlord (collectively, the “**Leasehold Improvements**” including, but without limitation, Landlord Improvements (as defined below) and any and all Tenant improvements to the Premises (collectively, the “**Tenant Improvements**”), shall be and remain a part of the Premises and shall be deemed the property of the Landlord and not removed by Tenant. Notwithstanding any language set forth in this Lease to the contrary, Tenant shall not construct any Tenant Improvements in the Premises or Property without, in each instance, having received the prior express written expense of the Landlord thereto.

19.2 Landlord Improvements. From and after the Effective Date of this Lease, the Landlord shall undertake to (i) cause plans and specifications (collectively, the “Landlord Improvement Plans”) for the construction of the improvements to the Premises identified on **Exhibits B-1 and B-2**” for convenience the foregoing are collectively referred to herein as the “Landlord Improvements”, (ii) deliver a set of the Landlord Improvement Plans to the Tenant for its review and approval which shall not be unreasonably withheld, conditioned or delayed, (iii) provided that the Tenant shall have approved the Landlord Improvement Plans, then cause a contractor, of the Landlord’s choosing, to construct the Landlord Improvements. Within five (5) business days following the substantial completion of Landlord’s Improvements the Landlord shall notify the Tenant thereof and the Tenant shall inspect the Landlord Improvements with the Landlord’s representative, and they shall put together a mutually acceptable punch list of any item of Landlord’ Improvement Work which is not substantial complete or has not been constructed in substantial compliance with the Landlord Improvement Plans. Thereafter, Landlord shall cause its contractor to complete such punch list items within thirty (30) calendar days of the issuance of a punch list from the Tenant and shall have full access to the Premises for the accomplishment of same provided Landlord does not materially interfere with the Tenant’s use and occupancy of the Premises for its Permitted Purpose.

19.3 Leasehold/Tenant Improvements. Leasehold Tenant Improvements (“Tenant Improvements”) are outlined in “**Exhibit B**” Tenant Improvements, “**Exhibit B-1**” Scope of Work, “**Exhibit B-2**” Space Plans. Landlord shall perform all Leasehold Tenant Improvements outlined in “**Exhibit B**” Tenant Improvements, “**Exhibit B-1**” Scope of Work, “**Exhibit B-2**” Space Plans.

Section 20. Exhibits

20.1 Incorporation by Reference. The exhibits attached hereto are incorporated herein by this reference.

Section 21. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal, or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be affected thereby. The Parties agree that, where possible, a valid, legal, and enforceable substitute provision

that most closely reflects the original intent shall be deemed incorporated in place of the invalid, illegal, or unenforceable provision. If no such substitute can be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

Section 22. Indemnification

The Landlord agrees to defend, indemnify, and hold harmless the Tenant, its members, managers, officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses(including attorney fees) arising or resulting, in whole or in part, from indemnifying party's own negligent acts or omissions, or any one or more of its employees, agents, contractors, guests or business invitees, or arising out of or resulting from the landlord's negligent performance under this Agreement.

Tenant agrees to defend, indemnify, and hold harmless the Landlord, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the tenant's own negligent acts or omissions, or those negligent acts or omissions of the tenant's officials and employees acting within the scope of their employment, or arising out of or resulting from the tenant's negligent performance under this Agreement. Tenant's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 23. No Partnership

23.1 Independent Relationship. Nothing contained in this Lease shall be construed to create a partnership or joint venture between or among the parties or their respective successors in interest.

Section 24. Recording of Agreement

24.1 Restriction on Recording. Neither this Lease nor any memorandum of this Lease shall be recorded in the Public Records of Orange County by either party without the prior express written consent of the other party.

Section 25. No Third-Party Reliance

25.1 Limitation of Benefit. It is expressly understood and agreed that this Lease Agreement is entered into solely for the mutual benefit of the parties hereto, and that no benefits, rights, duties, or obligations are intended or created by this Lease Agreement as to any third parties not a signatory hereto.

Section 26. Statutory Disclosures

26.1 Radon Gas. The following disclosure is included in accordance with Florida law: 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.

26.2 Hazardous Substances. As an inducement to the Landlord to enter into this Lease, Tenant covenants with and for the benefit of the Landlord that the activities Tenant will conduct on the Premises will pose no hazard to human health or the environment, nor will they violate any applicable federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Materials (to be hereinafter defined) or industrial hygiene or environmental conditions ("Environmental Laws"). Tenant hereby covenants that it shall not cause or permit the Premises to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials except as exempted or permitted under applicable Environmental Laws; and Tenant shall not cause or permit the Premises, or any activities conducted thereon to be in violation of any applicable Environmental Laws. Tenant further covenants that it shall acquire and maintain all permits, approvals, licenses and the like required by Environmental Laws for Tenant's activities on the Premises; and Tenant shall keep those permits, approvals, licenses and the like current, and shall comply with all regulations, rules and restrictions relating thereto. Tenant agrees to indemnify Landlord and hold Landlord harmless only from claims, losses, damages, liabilities, fines, penalties, charges, costs and expenses (including attorneys' fees) to the extent directly caused by Tenant's negligence or violation of Environmental Laws in connection with Tenant's use, generation, handling, storage, transportation, disposal or release of Hazardous Materials on the Premises. Tenant shall have no responsibility for Hazardous Materials present on the Premises prior to Tenant's occupancy or introduced by Landlord or by third parties not under Tenant's control. The Tenant's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Tenant shall reimburse Landlord immediately upon demand for any and all damages, of any nature whatsoever that the Landlord has sustained or incurred with respect to the foregoing matters. For purposes of this Lease, the term "Hazardous Material" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," "regulated substances," or any other pollution under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect. To the Landlord's actual but not imputed or implied knowledge, without any duty whatsoever to investigate, Landlord believes that as of the Effective Date the Premises is free from hazardous materials.

Section 27. Insurance

27.1 Landlord's Insurance. Landlord's insurance for the Building and the Property shall include any insurance carried by Landlord insuring the Building and all other improvements on the Property constructed by Landlord, against fire and such other perils as are normally covered

by extended coverage endorsements in the county where the Building is located in an amount equal to the insurable value of such improvements, together with insurance against such other risks (including flood, loss of business, etc.) and such other coverages as Landlord, in its reasonable discretion, and/or Landlord's lender, deems appropriate for similarly located centers and in such amounts as Landlord deems appropriate, including the amount of any deductible absorbed by Landlord pursuant to the terms of any Landlord insurance (hereinafter the "**Landlord's Insurance**").

27.2 Tenant's Insurance. Tenant shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, damages or claims which are their responsibility under this Lease. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Tenant agrees to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by Landlord, Tenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits. In addition to the foregoing, Tenant shall require all contractors, consultants and other third parties performing work on the Premises on its behalf to maintain insurance at the minimum levels outlined below.

Class of Insurance	Required Amount
Commercial General Liability (Landlord to be named as additional insured)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Automotive Liability	\$ 500,000 - "Any Auto Basis"
Worker's Compensation/Employer's Liability	Statutory limits
Bodily Injury by Accident (each accident)	\$ 100,000
Bodily Injury by Disease (Policy limit)	\$ 500,000
Bodily Injury by Disease (each employee)	\$ 100,000
Professional Liability (if applicable)	\$1,000,000

Section 28. Default

28.1 Event of Default. Each of the following shall be an event of default by Tenant under this Lease (each, an "Event of Default"):

- (a) If any Rental or other monetary obligation due under this Lease is not paid when due;
- (b) If Tenant vacates or abandons the Premises, or Tenant ceases conducting the business presently conducted by Tenant at the Premises;
- (c) If Tenant fails to observe or perform any of the other covenants, conditions or obligations of Tenant in this Lease; *provided, however*, if any such failure does not involve the payment of any

monetary obligation, is not willful or intentional, does not place the Property or any rights or property of Landlord in immediate jeopardy, and is within the reasonable power of Tenant to promptly cure, all as determined by Landlord in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Landlord shall have given Tenant notice thereof and a period of 30 days shall have elapsed, during which period Tenant may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such 30-day period, as determined by Landlord in its reasonable discretion, and Tenant is diligently pursuing a cure of such failure, then Tenant shall have a reasonable period to cure such failure beyond such 30-day period, unless such failure cannot be cured within said 30-day period, in which case Tenant will be permitted to cure such failure provided Tenant is diligently proceeding in good faith to cure the default.

(d) If Tenant shall fail to correct or cure such failure as proposed under Tenant's cure plan, an Event of Default shall be deemed to have occurred and Landlord may provide a written notice of termination to Tenant in accordance with Section 28.2.

28.2 Remedies. Upon the occurrence of an Event of Default, with or without notice or demand, except as otherwise expressly provided herein or such other notice as may be required by statute and cannot be waived by Tenant. Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at Law or in equity, including, without limitation, any one or more of the following:

(a) To terminate this Lease, whereupon Tenant's right to possession of the Premises shall cease and this Lease, except as to Tenant's liability, shall be terminated;

(b) To the extent not prohibited by applicable law, and without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action, and without terminating (or being deemed to terminate) this Lease, to re-enter and take possession of the Premises (or any part thereof), any or all personal property or fixtures of Tenant thereon and, to the extent permissible, all permits and other rights or privileges of Tenant pertaining to the use and operation of the Premises;

(c) To expel Tenant and those claiming under or through Tenant, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar Law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. If Tenant shall, after default, voluntarily give up possession of the Premises to Landlord, deliver to Landlord or its agents the keys to the Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord or its agents shall not be deemed to constitute a termination of the Lease. Landlord reserves the right following any reentry and/or re-letting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate;

(d) To re-let the Property or any part thereof for such term or terms (including a term which extends beyond the original Lease Term), at such rentals and upon such other terms as Landlord, in its sole discretion, may determine, with all proceeds received from such re-letting being applied to the

Rent and other monetary obligations due from Tenant in such order as Landlord may, in its sole discretion, determine, which other monetary obligations shall include, but shall not be limited to, all repossession costs, brokerage commissions, attorneys' fees and expenses, rental concessions, alteration, remodeling and repair costs and expenses of preparing for such re-letting. Except to the extent required by applicable Law, Landlord shall use its best efforts to re-let the Premises or any part thereof. Landlord reserves the right following any reentry and/or re-letting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate- as specified in said notice;

(e) To accelerate and recover from Tenant (i) all Rent accrued hereunder through the date of termination, and (ii) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by *The Wall Street Journal* in its listing of "Money Rates" minus one percent, minus (B) the then present fair rental value of the Property for such period, similarly discounted;

(f) To recover from Tenant all costs and expenses paid or incurred by Landlord as a result of such Event of Default, regardless of whether or not legal proceedings are actually commenced;

(g) To seek any equitable relief available to Landlord, including, without limitation, the right of specific performance.

Section 29. Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

Section 30. Waiver of Jury Trial. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Section 31. Entire Agreement. This lease sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this lease by direct reference.

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

LANDLORD:

ORANGE AVENUE WAREHOUSES, LLC, a
Florida Limited Liability Company

By: _____

Name: Robert Harrell

Its: Manager

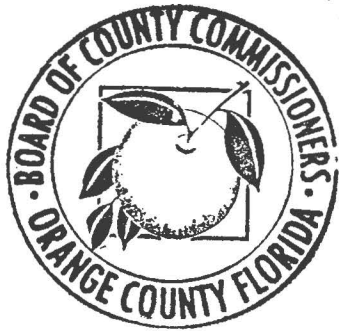
Date: _____

5-13-24

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Brynn W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 16 June 2026

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

The South 300 feet of the North 487.3 feet of that part of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 23 South, Range 29 East, Orange County, Florida, lying East of the Seaboard Coast Line Railroad right-of-way and West of S.R. No. 527.

LESS:

Begin on the South line of the North 187.3 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 23 South, Range 29 East, Orange County, Florida, at the East right-of-way of the Seaboard Coast Line Railroad, run thence East, 348.32 feet along said South line, to the West right-of-way of S.R. No. 527; thence South $11^{\circ} 57'$ East 200 feet along said West right-of-way of S.R. No. 527; thence North $87^{\circ} 59'$ West, 344.81 feet to the aforesaid East right-of-way of the railroad, thence North $13^{\circ} 49'$ West 189.00 feet to the Point of Beginning.

ALSO LESS:

Begin at the intersection of the East right-of-way line of the S.C.L. Railroad with the South line of the North 487.3 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 23 South, Range 29 East; and run thence North $13^{\circ} 49'$ West along said railroad right-of-way line a distance of 11.0 feet; thence East and parallel with the North line of said South 1/2 of Northwest 1/4 of the Southwest 1/4 a distance of 137 feet; thence South $13^{\circ} 49'$ East 11.0 feet to the South line of the North 487.3 feet of said South 1/2 of Northwest 1/4 of Southwest 1/4; thence West along said line 137 feet to the Point of Beginning.

Parcel B:

That part of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 23 South, Range 29 East, Orange County, Florida, lying East of the Seaboard Coast Line Railroad and West of S.R. No. 527; less the North 487.3 feet thereof.

ALSO:

Begin at the intersection of the East right-of-way line of the S.C.L. Railroad with South line of the North 487.3 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 23 South, Range 29 East; and run thence North $13^{\circ} 49'$ West along said Railroad right-of-way line a distance of 11.0 feet; thence East and parallel with the North line of said South 1/2 of the Northwest 1/4 of Southwest 1/4 a distance of 137 feet; thence South $13^{\circ} 49'$ East, 11.0 feet to the South line of the North 487.3 feet of said South 1/2 of Northwest 1/4 of Southwest 1/4; thence West along said line 137 feet to the Point of Beginning.

EXHIBIT "A-1"
The Premises

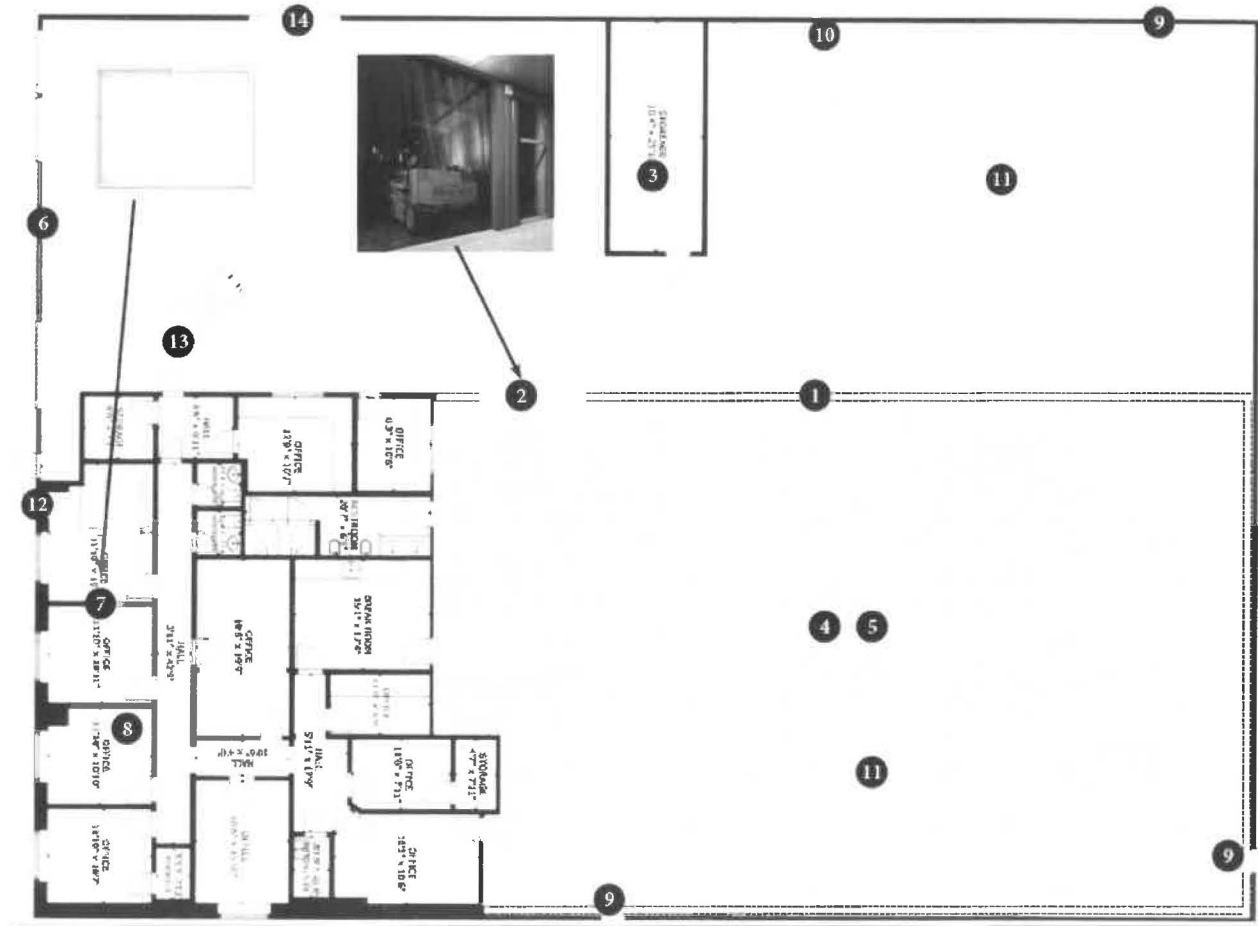


EXHIBIT "B"
Tenant Improvements

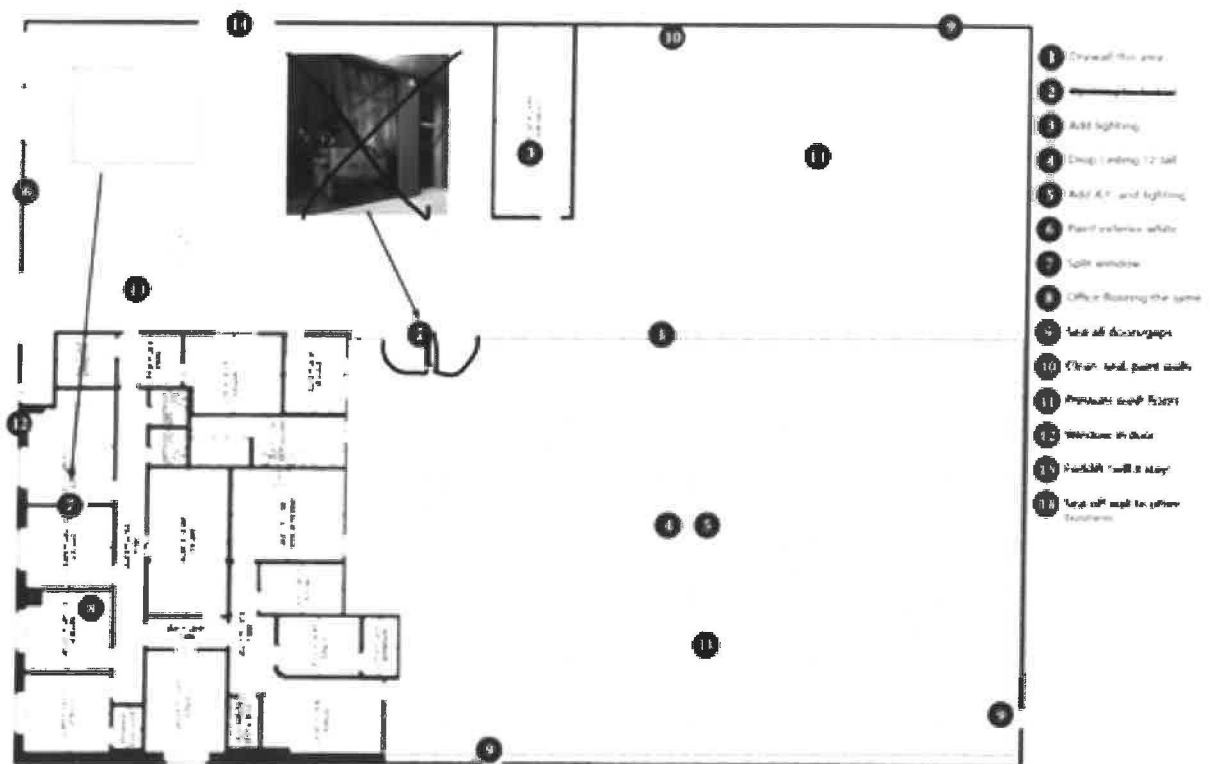
Tenant agrees to accept the Premises in its "as is" condition as of the Effective Date. Landlord will perform Landlord's Work as set forth in this **Exhibit B**. Landlord shall provide improvements to the interior layout of the Premises ("**Tenant Improvements**") as set forth on **Exhibit B-1**. Hereunder, the space plans as shown on **Exhibit B -2** and subsequent working drawings and plans mutually agreed between Landlord and Tenant are hereunder collectively the "Space Plan"

Within **five (5) business days** of the completion of Landlord's tenant improvements, the Tenant shall inspect the Premises with the Landlord's representative, and a punch list of any item of Landlord's work remaining to be done shall be prepared. Landlord shall complete such punch list items within **thirty (30) days** of the issuance of a punch list form Orange County, Florida and shall have full access to the Premises for the accomplishment of same provided Landlord does not unreasonably interfere with the normal use and occupancy of the Premises.

Exhibit "B-1"
Scope of Work

- 1. Section off and drywall area on floor plan**
- 2. Leave opening for palette jack access with addition of Double Doors for entry at 2 on diagram, no plastic flaps**
- 3. Add lighting storage room in warehouse**
- 4. Add drop ceiling in warehouse- 12' ceilings**
- 5. Add A/C and lighting in warehouse; and exterior ventilation in warehouse**
- 6. Can the exterior be painted- white is preferred on the walls, black doors**
- 7. Connect the window on the right in the front office to other office via pass-thru/sliding window**
- 8. Make floors in the offices consistent- all wood floors or all the same carpet style**
- 9. Seal all doors and gaps**
- 10. Clean, seal, and paint walls in warehouse and offices**
- 11. Pressure wash floors**
- 12. Add a door with a window to the front door**
- 13. Seal off wall to neighboring tenants**

Exhibit "B-2"
Space Plans



NOTE CHANGE on illustration: Double Doors added at
item Number two for palette jack access.

Exhibit "C"
Maintenance Responsibilities

Portion of the Property and Premises	Party Responsible	Comments and Exceptions
Common Area	Landlord	Included in CAM
Fire Extinguishers	Tenant	
Elevators	N/A	
System Security	Tenant	
Janitorial	Tenant	
Painting Interior	Tenant	
Electrical Interior (outlets, switches, lamps	Tenant	
Electrical Interior (main switch and breakers)	Tenant	
Interior Plumbing	Landlord	Unless gross negligence of use
Carpet & Tile deep cleaning	Tenant	
Fire Alarm System	Landlord	
Life Safety/Fire & Hood Suppression	Landlord	
Interior Windows and Glass Partitions	Tenant	
Doors including closure devices, frames, and molding (Interior)	Tenant	
Cabinets	Tenant	
Pest Control	Landlord	Included in CAM
HVAC	Landlord	Included in CAM
Changes or Additions	Landlord	At Tenant Expense
Dumpsters	Landlord	Included in CAM
Lock/Key Management & Maint.	Tenant	
Utilities- Electricity	Tenant	
Utilities - Water & Sewer	Tenant	
Exterior walls and other structural components	Landlord	Included in CAM
Landscaping	Landlord	Included in CAM
Windows (exterior)	Landlord	Included in CAM
Doors including closure devices, frames, and molding (Exterior)	Landlord	Included in CAM
Generators	N/A	
Roof	Landlord	Included in CAM
Parking Lots/Driveways	Landlord	Included in CAM
Overhead Doors/Auto. Gates including closure devices, and molding	Tenant	
Exterior Lighting (Pole and Building Fixtures)	Landlord	Included in CAM

Project: 10308 - Graphics at S. Orange Avenue

Electrical Exterior including Meter Base, Outlets, Switches, Etc.	Landlord	Included in CAM
Irrigation System Including Controllers/Pumps	Landlord	Included in CAM
Exterior Plumbing Including Septic Tanks/Lift Stations/Pumps	Landlord	Included in CAM
Painting/Cleaning Exterior	Landlord	Included in CAM

Exhibit D

FORM OF CONFIRMATION OF COMMENCEMENT DATE

Declaration by Landlord and Tenant
As to
Confirmation of Commencement Date

This Declaration by Landlord and Tenant As to Confirmation of Commencement Date is hereby attached to and made a part of the Lease entered into by and between **Orange Avenue Warehouses, LLC**, a Florida Limited Liability Company ("**Landlord**"), with an address of 5300 S Orange Avenue, Orlando, Florida 32809, and **Orange County, Florida** a charter county and political subdivision of the State of Florida ("**Tenant**"), with an address of P.O. Box 1393, Orlando Florida 32802-1393.

Landlord and Tenant do hereby declare that the Commencement Date and Rent Commencement Date as defined in Section 4 is as follows:

Effective Date of Lease: _____

Commencement Date: _____

LANDLORD	TENANT
Orange Avenue Warehouses, LLC	Orange County, Florida
FORM NOT FOR SIGNATURE	FORM NOT FOR SIGNATURE
By:	Manager
Its:	Real Estate Management Division
Date:	Date:

Copy provided to Property Manager

Exhibit D-1

**FORM OF DECLARATION BY LANDLORD AND TENANT AS TO DATE OF
DELIVERY OF POSSESSION OF PREMISES**

Declaration by Landlord and Tenant
As to
Date of Delivery and Acceptance of Possession of Premises

This Declaration by Landlord and Tenant As to Date of Delivery and Acceptance of Possession of Premises is hereby attached to and made a part of the Lease entered into by and between **Orange Avenue Warehouses, LLC**, a Florida Limited Liability Company ("**Landlord**"), with an address of 5300 S Orange Avenue, Orlando, Florida 32809, and **Orange County, Florida** a charter county and political subdivision of the State of Florida ("**Tenant**"), with an address of P.O. Box 1393, Orlando Florida 32802-1393.

LANDLORD	TENANT
Orange Avenue Warehouses, LLC	Orange County, Florida
FORM NOT FOR SIGNATURE	FORM NOT FOR SIGNATURE
By:	Manager
Its:	Real Estate Management Division
Date:	Date:

Copy provided to Property Manager

EXHIBIT D-2

Notice of Termination of Lease

This Declaration by Landlord and Tenant As to Termination of Lease is hereby attached to and made a part of the Lease entered into by and between **Orane Avenue Warehouses, LLC**, a Florida Limited Liability Company ("**Landlord**"), with an address of 5300 S Orange Avenue, Orlando, Florida 32809,, and **Orange County, Florida** a charter county and political subdivision of the State of Florida ("**Tenant**"), with an address of P.O. Box 1393, Orlando Florida 32802-1393.

Declaration by Tenant and Landlord Terminating Lease

Landlord and Tenant do hereby declare the Lease terminated as of _____, 2026.

LANDLORD	TENANT
Orange Avenue Warehouses, LLC	Orange County, Florida
FORM NOT FOR SIGNATURE	FORM NOT FOR SIGNATURE
By:	Manager
Its:	Real Estate Management Division
Date:	Date:

Copy provided to Property Manager