



Legislation Text

File #: 25-1052, **Version:** 1

Interoffice Memorandum

DATE: July 14, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Ana Alves, Program Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Second Amendment to Net Warehouse Lease between Golden Moss, LLC and Orange County, 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 Amendment for Hanging Moss Warehouse, (EPD and Head Start), 6136 Hanging Moss Road, Suites 200-270, Orlando, Florida 32807. Lease file 1029. District 5. **(Real Estate Management Division)**

PROJECT:

Hanging Moss Warehouse
(EPD and Head Start)
6136 Hanging Moss Road, Suites 200-270
Orlando, Florida 32807
Lease File 1029

PURPOSE: To continue to provide warehouse space for the Environmental Protection Division and Head Start.

ITEM:

Second Amendment to Net Warehouse Lease
Term: Five years
Cost: \$18,562.50 per month
Size: 16,500 square feet

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

REVENUE: None

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Environmental Protection Division
Head Start Division

REMARKS: Orange County entered into a Lease Agreement with Hanging Moss SPE, LLC, approved by the Board of County Commissioners on June 2, 2015, as amended by the First Amendment to Net Warehouse Lease approved by the Board of County Commissioners August 4, 2015, for warehouse space located at 6136 Hanging Moss Road, Suites 200-270, Orlando, Florida 32807 (Lease).

The property transferred ownership on October 11, 2016, from Hanging Moss SPE, LLC to Golden Moss, LLC. The lease was renewed on May 19, 2020.

This action serves as a renewal, extending the County's use of the warehouse space for operational purposes until July 31, 2030.

AUG 05 2025

SECOND AMENDMENT TO NET WAREHOUSE LEASE

THIS SECOND AMENDMENT TO NET WAREHOUSE LEASE (“**Second Amendment**”), is made as of August 1, 2025 (the “**Second Amendment Effective Date**”), between GOLDEN MOSS, LLC, a Delaware limited liability company (“Lessor”), and ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“Lessee”).

RECITALS:

A. Hanging Moss SPE, LLC, a Delaware limited liability company, (“**Original Landlord**”) and Lessee entered into that certain "Net Warehouse Lease" approved by the Orange County Board of County Commissioners (the "**BCC**") on June 2, 2015 (the "**Original Lease**").

B. Original Landlord and Lessee thereafter entered into that certain "First Amendment to Net Warehouse Lease" approved by the BCC on August 4, 2015 (the "**First Amendment**").

C. Original Landlord thereafter transferred ownership of the Property, including the Premises, to Hanging Moss RE, LLC, a Delaware limited liability company (“**Intermediate Landlord**”), by that certain "Special Warranty Deed" recorded on October 11, 2016, as Document No. 20160531023 of the Official Records of Orange County, Florida.

D. Intermediate Landlord and Lessee thereafter entered into that certain “First Renewal to Net Warehouse Lease” dated May 19, 2020 (the “**First Renewal**” and, together with the Original Lease, and the First Amendment, the “**Agreement**”).

E. Intermediate Landlord thereafter transferred ownership of the Property, including the Premises, to Lessor by that certain “Special Warranty Deed” recorded April 5, 2022, as Document No. 20220221430, Official Records of Orange County, Florida.

F. Lessor and Lessee wish to enter into this Second Amendment to memorialize agreed upon terms for extension of the Term of the Agreement.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions. Unless otherwise specifically set forth herein, each capitalized term herein shall have the same meaning as set forth in the Agreement.
3. Second Renewal Term. Landlord and Tenant agree that the Term of the Agreement is hereby extended for one (1) additional term of five (5) years, commencing on August 1, 2025 and extending through July 31, 2030 (the “**Second Renewal Term**”). Tenant shall have no further renewal or extension options under the Agreement.
4. Annual Base Rent During Second Renewal Term. The Base Rent that Tenant shall pay for the Premises for the Second Renewal Term, is as set forth on the following table:

PERIOD	TOTAL PERIOD BASE RENT	MONTHLY BASE RENT
August 1, 2025 - September 30, 2025	0	0
October 1, 2025 - July 31, 2026	\$ 185,625.00	\$ 18,562.50
August 1, 2026 - July 31, 2027	\$ 231,660.00	\$ 19,305.00
August 1, 2027 - July 31, 2028	\$ 240,900.00	\$ 20,075.00
August 1, 2028 - July 31, 2029	\$ 250,470.00	\$ 20,872.50
August 1, 2029 - July 31, 2030	\$ 260,535.00	\$ 21,711.25

5. Holdover. Holdover will be waived if a new Lease is in the process of being negotiated and results in a newly executed Lease.
6. Operating Expenses. Controllable expenses shall be capped at seven percent (7%) on a non-cumulative and non-compounding basis.
7. Landlord’s Work. Landlord agrees to perform the following work:
 - Replacement of two steel girts
 - The louvre vents will be reinstalled to prevent water intrusion
8. Indemnification. Subject to Section 17(d) of the Original Lease, each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. The County’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 Licensees.
9. Commissions. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Amendment other than Lee & Associates Central Florida LLC (“Lessor’s Broker”), on behalf of Lessor, and CBRE, Inc. (“Lessee’s Broker”), on behalf of Lessee. Compensation of Lessor’s Broker shall be the sole responsibility of Lessor, and Lessor will directly or indirectly compensate Lessee’s Broker with a market-rate renewal co-brokerage commission of two percent (2%) pursuant to the terms of a separate agreement.
 10. Effects; Conflicts. Except as set forth in this Second 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 Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control.
 11. Counterparts/Electronic Execution. To facilitate execution of this Second Amendment, the parties may execute and exchange counterparts of the signature page by facsimile and/or electronic mail, and such facsimile and/or electronic mail counterparts shall serve as originals. Further, this Second Amendment shall be binding when signatures are affixed through DocuSign or by electronic so long as done in compliance with Orange County Administrative Regulations 2.24 .

Project Name: Hanging Moss Warehouse
Lease File #1029

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

LANDLORD:

GOLDEN MOSS, LLC,
a Delaware limited liability company

By: Steve Bailey

Name: Steve Bailey

Title: Authorized Representative

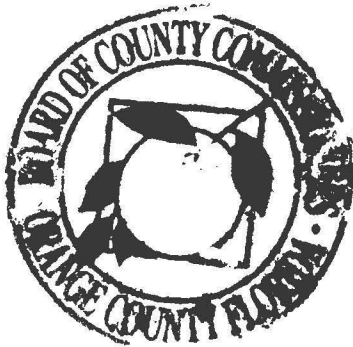
Dated: 6/18/2025

Project Name: Hanging Moss Warehouse
Lease File #1029

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Bryan W. Brinko*

JA Jerry L. Demings
Orange County Mayor

Date: *5 August 2025*

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

By: *[Signature]*
Deputy Clerk

Printed Name: *DAVID ROONEY*