



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 23, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *WJB*
Real Estate Management Division *for*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of First Amendment to Lease Agreement by and between Taft Holdings, Inc. and Straubinger, Inc. and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise holdover and renewal options, furnish notices, and execute subordinations and tenant estoppel certificates, required or allowed by the lease, as needed

PROJECT: Boggy Creek – SO Marine Division
9180 & 9220 Boggy Creek Road, Orlando, Florida 32824
Lease File #1026

District 4

PURPOSE: To continue to provide secure storage for vehicles and equipment of the Sheriff's Marine Division.

ITEM: First Amendment to Lease Agreement
Cost: Year 1 - \$3,014.55 base rent per month
Year 2 - \$3,103.10 base rent per month
Year 3 - \$3,195.50 base rent per month
Size: 4,620 square feet
Term: 3 years
Options: One, 3-year renewal

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

APPROVALS: Real Estate Management Division
Orange County Sheriff's Office
County Attorney's Office
Facilities Management Division
Risk Management Division

REMARKS: The County currently leases 4,620 square feet of warehouse space at 9180 & 9220 Boggy Creek Road for the Sheriff's Marine Division under a Lease Agreement approved by the Board on September 1, 2009, as extended by an Agreement to Exercise Renewal Option dated May 28, 2014.

This First Amendment to Lease Agreement (Amendment) renews the lease for an additional three years, specifies the rent to be paid during such term, and provides for one additional 3-year renewal. This Amendment also more clearly outlines the maintenance and repair responsibilities for the site.

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

JUL 16 2019

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**First Amendment**”) is made effective as of the date last executed below (the “**First Amendment Effective Date**”) and entered into by and between Taft Holdings, Inc., a Florida corporation, and Straubinger, Inc., a Florida corporation (collectively, the “**Lessor**”), and Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**Lessee**”).

RECITALS

A. Lessor and Lessee entered into that certain “Lease Agreement” approved by the Orange County Board of County Commissioners on September 1, 2009 (the “**Original Lease**”), and extended by that certain “Agreement to Exercise Renewal Option” dated May 28, 2014 (collectively, the “**Agreement**”).

B. Lessor and Lessee acknowledge that the Agreement is set to expire on August 31, 2019.

C. Lessor warrants that Lessee is now in possession of the property, described in Exhibit “A” of the Original Lease, located at 9180 and 9220 Boggy Creek Road, Orlando, Florida, which is identified as Suites 109, 112, and 212, containing approximately 4,620 square feet of warehouse and related space (“**Leased Premises**”) and that the Lease is valid and presently in full force and effect

D. Lessor and Lessee acknowledge that Lessee has one (1) remaining renewal option, however, in lieu of exercising that option, Lessor and Lessee are extending the term of the Agreement via this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Agreement.

3. Extension of Term. The term of the Agreement is hereby extended for one (1) additional term of three (3) years, commencing September 1, 2019, and terminating August 31,

2022 (the “**First Amendment Extension Term**”).

4. Renewal Option. Upon the expiration of the First Amendment Extension Term, the term of the Agreement may be further extended, for one (1) additional term of three (3) years, provided that Lessor and Lessee agree in writing as to the terms of the extension. The Manager of the Lessee’s Real Estate Management Division is hereby authorized, on behalf of Lessee, to approve and execute such further extension of the Agreement pursuant to this paragraph. For avoidance of doubt, Lessee has no remaining right to renew the Lease, pursuant to Section 32 of the Original Lease.

5. Rent and Additional Rent. Lessee shall continue to pay Rent during the First Amendment Extension Term as outlined in Exhibit “A” attached hereto. Lessee shall continue to pay Additional Rent as set forth in Sections 3 and 7 of the Original Lease.

6. Maintenance and Repairs. Lessor and Lessee shall maintain the Leased Premises and shall be responsible for all costs and maintenance, operations, systems repair, and janitorial services, etc., as outlined in Exhibit “B” attached hereto.

7. Effects; Conflicts. Except as set forth in this First 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 First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

8. Counterparts. This First Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages follow)

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

Signed, sealed and delivered
in the presence of:

“Lessor”
TAFT HOLDINGS, INC.,
a Florida corporation

Witness: Melanie Schoendorf
Print Name: Melanie A. Schoendorf

By: Paul G. Straubinger
Paul G. Straubinger

Witness: Paul R. Straubinger
Print Name: Paul R. Straubinger

Title: President
Date: 06-14-2019

Signed, sealed and delivered
in the presence of:

STRAUBINGER, INC.,
a Florida corporation

Witness: Melanie Schoendorf
Print Name: Melanie A. Schoendorf

By: Paul G. Straubinger
Paul G. Straubinger

Witness: Paul R. Straubinger
Print Name: Paul R. Straubinger

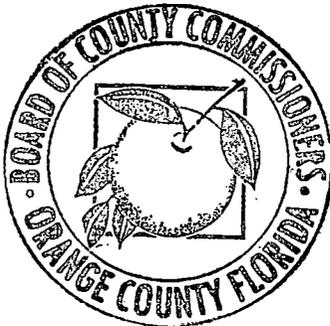
Title: President
Date: 06-14-2019

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

“Lessee”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

Date: 16 July 2019

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

By: Craig A. Stopyra
for Deputy Clerk

Printed Name: Craig A. Stopyra

Date: JUL 16 2019

**EXHIBIT “B”
 MAINTENANCE AND REPAIRS**

Lessor and Lessee acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	Lessor ("Taft/Straubinger") or Lessee ("County")	Comments
Cabinets, Vanities, and Countertops	County	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	N/A	
Changes / Additions to Building	N/A	
Common Area Maintenance	Taft/Straubinger	
Dumpsters / Trash	County	
Elevators	N/A	
Exterior Cleaning	Taft/Straubinger	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Taft/Straubinger	
Exterior Lighting (Pole and Building Fixtures)	Taft/Straubinger	
Exterior Painting	Taft/Straubinger	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	Taft/Straubinger	
Exterior Walls, Building Envelope, and other Structural Components	Taft/Straubinger	
Exterior Windows	County	
Fire Alarm Systems (incl. False Alarms)	Taft/Straubinger	
Fire Extinguishers	County	
Generators	N/A	
HVAC (incl. Filters, Repairs, and Replacement)	County	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Interior Electrical: Main Switchgear & Breakers	County	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	County	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	County	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	County	
Irrigation Systems (incl. Controllers, Pumps)	Taft/Straubinger	
Janitorial	N/A	

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Landscaping (incl. Debris Clean-up & Storm Drainage)	Taft/Straubinger	
Life Safety / Fire Sprinklers / Fire Hood Suppression	County	
Locks / Key Management	County	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	County	
Parking Lot and Driveway (incl. Hardscapes)	Taft/Straubinger	
Pest Control (incl. removal/disposal of dead animals)	County	
Roof	Taft/Straubinger	
Security Systems / Cameras	County	
Signage	N/A	
Utilities – Electrical	County	
Utilities – Internet Access, Phones, IT equipment	County	
Utilities – Water / Sewer	Taft/Straubinger	
Other:		