



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 18, 2021

TO: Mayor Jerry L. Demings
- AND -
County Commissioners

THROUGH: Mindy T. Cummings, Manager *mtc*
Real Estate Management Division

FROM: Nemesie Esteves, Leasing and Asset Program Manager *NE*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Renewal Letter by and between Weingarten Nostat, Inc. and Orange County, Florida and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the lease, if needed

PROJECT: Winter Park Traffic Court Renewal
450 North Lakemont Avenue, Orlando, Florida 32837
Lease File #2030

District 5

PURPOSE: To continue to provide office space for Clerk of Courts Winter Park Traffic Court.

ITEM: Renewal Letter
Cost: Year 1 - \$21,000 per month
Year 2 - \$21,000 per month
Size: 10,500 square feet
Term: 2 years
Options: 3 month extension

BUDGET: Account No.: 1248-043-0857-3620

APPROVALS: Real Estate Management Division
Clerk of Courts
County Attorney's Office

REMARKS: Orange County currently leases 10,500 square feet of office space for the Winter Park Traffic Court in the Winter Park Corners Shopping Center under a Lease agreement approved by the Board on May 24, 1991.

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

NOTE: The Risk Management Division ("Risk Management") does not find the indemnification and insurance language to be acceptable. Landlord was not receptive to Risk Management's requested revisions given the abbreviated term of this renewal.

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

Weingarten Nostat, Inc.
P.O. Box 924133
Houston, Texas 77292-4133

RE: Lease Dated: May 24, 1991
Landlord: Weingarten Nostat, Inc.
Tenant: Orange County, Florida
Premises: Approximately 10,500 square feet in Landlord's
Winter Park Corners Shopping Center, Winter Park, FL

Ladies and Gentlemen:

Reference is made to the above captioned lease, together with all subsequent amendments and extensions thereto, collectively herein referred to as "Lease", for a term which expired on July 31, 2021 and Tenant has been occupying the Premises on a month-to-month basis. This letter agreement ("Renewal Letter"), when executed by the parties, amends the Lease as hereinafter set forth:

1. The term of the Lease is extended through April 30, 2024, unless sooner terminated in accordance with the terms of the Lease.

2. Effective August 1, 2021, the monthly minimum rental (exclusive of any additional charges) due and payable in accordance with the terms of the Lease shall be as follows:

August 1, 2021 - April 30, 2024 : \$21,000.00 per month

3. All unexercised options, if any, to extend the term of the Lease are hereby rendered null and void and shall be of no further force or effect and there is hereby added to this Renewal Letter the following option to extend the term of the Lease:

Contingent upon Tenant satisfying all of the following conditions, Tenant is hereby granted an option to extend the term of the Lease, as extended by this Renewal Letter through April 30, 2024 ("Primary Term"), for one (1) additional period of three (3) full calendar months (the "Extension Term"), said conditions being that:

(i) Tenant shall have fully performed all of its covenants, duties and obligations hereunder during the Primary Term;

(ii) Except for an assignment for which Landlord has provided consent, Tenant shall not have assigned the Lease or any interest therein or sublet (or otherwise permitted occupancy by any third party of) all or any portion of the Premises during the Primary Term (any such assignment, subletting or occupancy being subject to the provisions of the Lease) regardless of whether any such assignment, sublease or occupancy is then still in effect.

(iii) Tenant shall have given notice to Landlord not less than two hundred forty (240) days, nor more than three hundred sixty (360) days, prior to the expiration of the Primary Term of Tenant's exercise of such option.

Time is of the essence in the exercise of this option and should Tenant fail to exercise this option by timely notice, this option shall lapse and be of no further force or effect.

In the event that Tenant effectively exercises the option herein granted, then all of the terms and provisions of the Lease as are applicable during the Primary Term shall likewise be applicable during the Extension Term except:

(a) Tenant shall have no further right to renew or extend the lease term after the expiration or other termination of the Extension Term; and

(b) The monthly minimum rental (exclusive of any additional charges) which shall be due and payable each month during the Extension Term at the same time and place, and in the same manner, as set forth in the Lease (relative to payment of monthly minimum rental (exclusive of any additional charges) during the Primary Term), shall be as follows:

May 1, 2024 - July 31, 2024 : \$21,000.00 per month

References in this Renewal Letter and the Lease to the "term" or the "lease term" shall be understood to refer to both the Primary Term and (if Tenant's option therefor is effectively exercised in accordance with the provisions hereof) also the hereinabove stated Extension Term unless such interpretation is expressly negated.

4. The fourth sentence in Section 3. of the Lease dated May 24, 1991 entitled "Rental and Renewal Option" is hereby deleted in its entirety and shall be of no further force and effect. Tenant no longer has the right to terminate the Lease as set forth therein.

5. Landlord hereby reserves the right to remodel, redevelop, re-merchandise, and expand all or any portion of the Shopping Center at any time (collectively called "Redevelopment Activities"). Such Redevelopment Activities may include, without limitation, one or more of the following: (i) adding additional stories to the existing buildings in the Shopping Center, which stories may be used for retail, office, entertainment, and residential purposes; (ii) adding additional stories to the existing parking garage in the Shopping Center, which stories may be used for parking, retail, office, entertainment, and residential purposes; (iii) redesigning and changing the fascias and architectural features of the buildings and parking garages in the Shopping Center; (iv) expanding existing buildings and parking garages in the Shopping Center; (v) adding new land, buildings and parking garages to the Shopping Center; and (vi) assembling anchor or junior anchor space by reconfiguring the existing floor area in the Shopping Center to combine one or more premises to make a larger premises or divide a large premises into two or more smaller premises.

6. REIT Considerations For Transfer: The following language shall be added to the end of Article 12 of the Lease entitled "Assignment and Subletting":

"Among other considerations, Landlord shall have the right to withhold consent to an assignment, sublease or other transfer if the amounts received by Landlord pursuant to this Lease would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Landlord to fail to qualify as income described in Section 856(c) (2) of the Code."

Except as otherwise provided in this Renewal Letter, all of the terms and provisions of the Lease shall be applicable during such extension period unless any such interpretation is expressly negated. Tenant acknowledges that there are no off-sets or defenses against enforcement of the Lease as of this date, and Landlord is not in default of any obligation thereunder.

The parties to this agreement desire to expedite the drafting and completion of this agreement. They acknowledge that the Lease, which is modified by this agreement, includes capitalized and defined terms. In order to avoid the delay which would be necessary to reference properly the capitalized and defined terms used in the Lease, the parties have elected rather to use generic terminology in this agreement rather than the defined terms of the Lease. For example, where the Lease may use the defined terms "Minimum Rent," "Base Rent," or "Fixed Minimum Rent," this agreement will use the term "monthly minimum rental" to describe the regular monthly rental payments due under the Lease, as hereby modified. Any capitalized or defined terms used in this agreement, if any, will have the meanings ascribed to them in this agreement, which may or may not correspond to a similarly defined term in the Lease.

This Renewal Letter (and any riders, exhibits and guaranties attached hereto) constitutes the entire agreement between Landlord and Tenant relative to the matters addressed in this document; no prior written or prior or contemporaneous oral promises or representations regarding the matters addressed in this document shall be binding. Landlord and Tenant each represent and acknowledge to the other that (i) none of us is relying upon any statement or representation of the other or any statement or representation of any employee, representative, or agent of the other party, except for any representations expressly contained in this Renewal Letter, and (ii) each of us is relying on his or her own judgment in making its decision to enter into this Renewal Letter. Landlord and Tenant represent and acknowledge that the only statements and/or representations upon which Landlord and Tenant have respectively relied upon in entering into this Renewal Letter are those expressly contained herein. Tenant acknowledges and agrees that it either has been represented by legal counsel or was afforded the opportunity to engage legal counsel on its behalf and has not received, and does not and has not relied on, the advice of legal counsel for Landlord.

If this Renewal Letter is executed by more than one person or entity as "Tenant", each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the parties who have executed this Renewal Letter as "Tenant" (herein individually referred to as "Signatory") shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document ("Future Instrument") and bind each of the Signatories who has executed this Renewal Letter regardless of whether each Signatory, in fact, executes such Future Instrument.

Except as otherwise expressly provided herein, the effective date of all of the terms and conditions of this Renewal Letter shall be deemed to be the date upon which the Renewal Letter is executed by Landlord.

THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS, DISPUTES, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS AND LITIGATIONS BETWEEN THEM, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, ITS INTERPRETATION AND ENFORCEMENT, AS WELL AS THE PARTIES' PERFORMANCES DUE HEREUNDER.

THE SUBMISSION OF THIS RENEWAL LETTER FOR EXAMINATION BY TENANT AND/OR EXECUTION THEREOF BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE PREMISES AND THIS RENEWAL LETTER SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART HEREOF BY LANDLORD TO TENANT.

[SIGNATURE PAGE TO FOLLOW]

AGREED AND ACCEPTED on the date signed by Landlord set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Burks*
Jerry L. Demings
Orange County Mayor

Date: *30 November 2021*

"TENANT"

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

By: *Emily Rivera*
for Deputy Clerk

Printed Name: *Emily Rivera*

WEINGARTEN NOSTAT, INC.,
a Texas corporation

cc
By: *[Signature]*
Name: *GARY J. BAZYDO*
Title: *VICE PRESIDENT*
Date: *OCTOBER 20, 2021*

"LANDLORD"

CC/TR/ct
P: 21630 L: 7295