



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 19, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

FROM: Paul Sladek, Manager ^{PS}
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF LEASE AGREEMENT BETWEEN PYRAMID PROPERTIES II, LLP AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION MANAGER TO FURNISH NOTICES AND EXECUTE TENANT ESTOPPEL CERTIFICATES REQUIRED OR ALLOWED BY THE LEASE AGREEMENT, IF NEEDED

PROJECT: Parkway Center – ISS Expansion (4780 N. Orange Blossom Trl.)
4790 North Orange Blossom Trail, Orlando, Florida, 32810
Lease File #1017B

District 2

PURPOSE: To provide additional space at the Parkway Center for the Information Systems & Services Division.

ITEM: Lease Agreement
Cost: \$4,583.00 per month
Size: 3,240 square feet
Term: Until June 30, 2020

BUDGET: Account No.: 0001-031-0562-3620 (FY 2017-18)
Account No.: 0001-043-0201-3620 (Remainder of Term)

APPROVALS: Real Estate Management Division
Information Systems & Services Division

REMARKS: Orange County ("County") presently leases 3511, 3517, and 3521 Parkway Center Court, Orlando, Florida, 32810 (the "Existing Space") from Pyramid Properties VI, LLP, ("Pyramid VI"), which provides approximately 28,000 square feet at the Parkway Center for use by County's Facilities Management Division, Information Systems & Services Division ("ISS"), and Public Safety Communications Division.

This Lease Agreement ("Lease"), which is being entered into by County with an affiliate of Pyramid VI, will provide approximately 3,240 additional square feet for use by ISS in a different building at the Parkway Center in close proximity to the Existing Space.

The terms and conditions of the Lease are substantially identical to the terms and conditions of the lease agreement for the Existing Space, and the term of the Lease expires simultaneously with the end of the current term of the lease agreement for the Existing Space.

FEB 06 2018

Project: Parkway Center – ISS Expansion (4780 N. Orange Blossom Trl.)
File #1017B

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the date fully executed below (the “**Effective Date**”) by and between **PYRAMID PROPERTIES II, LLP**, a Florida limited liability partnership (hereinafter known as “**Landlord**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida hereinafter known as “**Tenant**”).

WITNESSETH:

THAT in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. **LEASE**. Landlord hereby leases to the Tenant the premises at 4790 North Orange Blossom Trail, Orlando, Florida 32810, depicted in **Exhibit “A”** attached hereto (the “**Premises**”). Tenant hereby takes the Premises from Landlord pursuant to the terms and upon the covenants and conditions contained herein.

2. **PREMISES**. The Premises are designated as Units F & G located in a building commonly known as Parkway 609, depicted in **Exhibit “B”** attached hereto (the “**Building**”), specifically situated at 4780 - 4808 North Orange Blossom Trail, Orlando, Florida, 32810. The Building is located on Lot 16, Parkway Center Phase II, (the “**Land**”) according to the plat thereof as recorded in Plat Book 9, Page 88, of the Public Records of Orange County, Florida, (the “**Plat**”) which Plat is more particularly depicted and described in **Exhibit “C”** attached hereto, which Building and Land are in turn a part of an office/warehouse development known as Parkway Center, depicted in **Exhibit “D”** attached hereto (the “**Center**”).

The Premises consists of those areas shown on the floor plan drawing attached hereto as **Exhibit “A”** and consisting of approximately Three Thousand Two Hundred Forty square feet (3,240 sq.ft.). All improvements, alterations, refurbishments (the “**Landlord’s Improvements**”), both quantity and quality, that are to be completed by the Landlord with its contractors within the Premises are set forth in those plans and specifications, subject to Landlord’s agreed to contribution, are described in **Exhibit “E”** attached hereto. All Landlord’s Improvements shall be completed by Landlord, at Landlord’s sole cost and expense, on or before thirty (30) days after Landlord’s receipt of a fully executed Lease.

3. **TERM**. The “**Commencement Date**” of this Lease shall be February 1, 2018. The term of this Lease is for two (2) years and five (5) months beginning on the Commencement Date and ending on June 30, 2020, said term to run concurrent with the remainder of the term of the Primary Lease Agreement (as defined in Paragraph 8 of this Lease below). Tenant and Landlord acknowledge and agree that this Lease is binding upon them as of the Effective Date.

4. BASE RENTAL.

(a) The Tenant shall pay to Landlord as a minimum base rental (“**Base Rental**”) for the term of this Lease the sum of \$111,157.00 payable in monthly installments of Three Thousand Eight Hundred Thirty Three dollars (\$3,833.00) payable in advance on the first day of each month of the term of this Lease, except that payment for the first month of the term of this Lease will be due on or before March 1, 2018, along with the payment due for the second month of the term.

(b) In addition to the Base Rental, Tenant shall pay to Landlord the sum of \$750.00 per month (hereinafter “**Additional Rent**”) in advance, in monthly installments, due and payable on the first day of each month of the term of this Lease as provided herein except that payment for the first month of the term of this Lease will be due on or before March 1, 2018, along with the payment due for the second month of the term. For informational purposes only, Landlord and Tenant acknowledge that Tenant is remitting a fixed Additional Rent to Landlord in lieu of having any responsibility for a proportionate share of Landlord’s operating expenses, insurance, real estate taxes, or other similar charges or expenses applicable to the Premises, Building, Land, and/or Center.

(c) “**Rent**”, which term shall include Base Rental, Additional Rent, and special and extraordinary services required by Tenant (or otherwise performed by Landlord at Tenant’s request) under this Lease, shall be paid by check representing United States monies to the “**Landlord’s Agent**”, J. Wallace & Associates, Inc., as Property Manager for Pyramid Properties II, Post Office Box 941242, Maitland, Florida 32794-1242, or at such other place as the Landlord may from time to time designate in writing.

(d) The Base Rental and the Additional Rent set forth in this Paragraph 4 of this Lease shall be subject to adjustment as provided in Paragraph 46 of the Primary Lease Agreement (as defined in Paragraph 8 of this Lease below).

(e) As used in this Lease, the term “**Lease Year**” shall mean each period of twelve (12) consecutive calendar months commencing on February 1 of each calendar year during the term of this Lease.

(f) Any Rent and/or other payment due hereunder which is not received in the office of the Landlord on or prior to the first (1st) of the month will automatically be subject to a late charge in the amount of five percent (5%) of the delinquent payment plus applicable sales tax, without the necessity of demand or notification of such delinquency to Tenant by Landlord, and such late charge will be considered as Additional Rent. The assessment and/or collection of the foregoing charge shall not in any way be construed or deemed to be a waiver or a continuing waiver of any of the terms, provisions, covenants and conditions of this Lease. Tenant expressly agrees that all Rent and the Additional Rent described in this paragraph may be demanded by Landlord in any notice pursuant to Fla. Stat. §83.20.

(g) In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, simultaneously with such payment of such Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency, including, without limitation, sales tax imposed under Florida Statutes Section 212.031, or its successor, and any local option sales tax pursuant to Florida law. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amount with respect to which such taxes are payable are paid by Tenant to Landlord.

5. SECURITY DEPOSIT. None.

6. USE OF PREMISES. Tenant shall use and occupy the Premises solely as general offices and for no other purpose and in conjunction with the rules and regulations set forth in Exhibit “G” of the Primary Lease Agreement (as defined in Paragraph 8 of this Lease below).

7. NOTICES. Unless provided to the contrary herein, notices hereunder shall be given by hand delivery, by a nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. Notice given by registered or certified mail, return receipt requested, shall be deemed given three (3) days after postmarked when properly addressed and postage prepaid. Overnight notices shall be deemed received upon the confirmation delivery date provided by the overnight carrier service. Notices given to the Tenant shall be delivered or sent to Orange County Real Estate Management Division, Attn: Manager, P.O. Box 1393, Orlando, Florida, 32802, with a copy to Orange County Attorney’s Office, Orange County Administration, P.O. Box 1393, Orlando, Florida, 32802. Notices given to the Landlord shall be sent to Post Office Box 941242, Maitland, Florida 32794-1242. The parties may change their addresses for the purpose of receiving notices, but no change shall be effective until written notice thereof is actually received by the other party by overnight carrier service or by registered or certified mail. The provisions of this Paragraph shall also apply to all Rent payments hereunder. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Tenant, to furnish any notice required or allowed to be provided by Tenant under and/or pursuant to this Lease.

8. ALL OTHER TERMS; INCORPORATION OF LEASE AGREEMENT. Subject to the conditions, limitations, and modifications set forth in the following subparagraphs of this Paragraph 8 of this Lease, Paragraphs 8 through 46 of the Primary Lease Agreement, Paragraph 49 of the Primary Lease Agreement, and Exhibits “F” and “G” to the Primary Lease Agreement (collectively, the “**Incorporated Provisions**”), such paragraphs and exhibits being incorporated herein by this reference, shall be applicable to this Lease for the Premises to the same extent as if such Incorporated Provisions had been fully set forth herein and/or attached hereto, as applicable. As used in this Paragraph 8 of this Lease, the term “**Primary Lease Agreement**” shall mean and refer to that certain “Lease Agreement” between Tenant and an affiliate of landlord, Pyramid

Properties VI, a Florida general partnership, approved by the Board of County Commissioners of Tenant on June 6, 2000, such Primary Lease Agreement providing for Tenant’s lease of other premises within the Center.

(a) For purposes of applying the Incorporated Provisions to this Lease, the following terms used in the Incorporated Provisions shall have the meaning given to such terms by this Lease (i.e. not the meaning given to such terms by the Primary Lease Agreement): “Landlord”, “Tenant”, “Lease”, “Premises”, “Building”, “Land”, “Additional Rent”, and “Landlord’s Agent”.

(b) “Exhibit “F””, as referenced in Paragraph 11 of the Primary Lease Agreement, for purposes of applying the Incorporated Provisions to this Lease, shall mean and refer to Exhibit “F” of the Primary Lease Agreement.

(c) The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Tenant, to furnish any written statement, certification, or estoppel required or allowed to be provided by Tenant under or pursuant to Paragraph 20(c) of the Primary Lease Agreement (as applied to this Lease).

(d) Contrary to the provisions of Paragraph 21(f) of the Primary Lease Agreement, for purposes of this Lease, Tenant does not waive its right to receive any notices that may otherwise be required by the Florida Statutes or other provisions of Florida law.

(e) “Exhibit “G””, as referenced in Paragraph 27 of the Primary Lease Agreement, for purposes of applying the Incorporated Provisions to this Lease, shall mean and refer to Exhibit “G” of the Primary Lease Agreement.

(f) In applying Paragraph 29 of the Primary Lease Agreement to this Lease, the applicable parking exhibit shall not be “Exhibit “J” to the Primary Lease Agreement, but instead shall be **Exhibit “F”** to this Lease.

(g) Contrary to the provisions of Paragraph 44 of the Primary Lease Agreement, for purposes of this Lease, Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person or entity who would be entitled to any commission or fee with respect to the negotiation, execution, or delivery of this Lease.

(h) Notwithstanding any term or provision of the Incorporated Provisions to the contrary, Landlord shall be responsible for the maintenance, repair and replacement of any HVAC equipment servicing the Premises.

(i) For avoidance of doubt, Paragraph 47 of the Primary Lease Agreement is specifically not applicable to this Lease; Landlord and Tenant hereby acknowledge and agree that the Additional Rent to be remitted to Landlord by Tenant pursuant to Subparagraph 4(b) of this

Project: Parkway Center – ISS Expansion (4780 N. Orange Blossom Trl.)
File #1017B

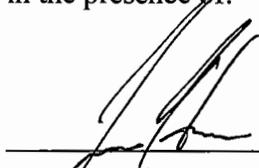
Lease above specifically takes the place of any “Tenant’s Proportionate Share” (or equivalent or comparable charge, fee, or expense) as such term is used in Paragraph 47 of the Primary Lease Agreement.

9. EXECUTION. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

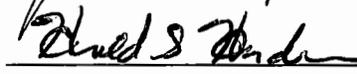
(signature page and exhibits follow)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease for the purposes herein expressed to be effective as of the Effective Date.

Signed, sealed, and delivered
in the presence of:

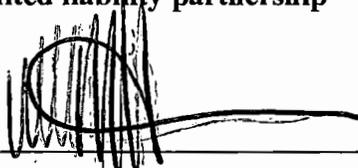


Print Name: Joseph Henderson



Print Name: Harold S. Henderson

LANDLORD:
PYRAMID PROPERTIES II, LLP,
a Florida limited liability partnership

By: 

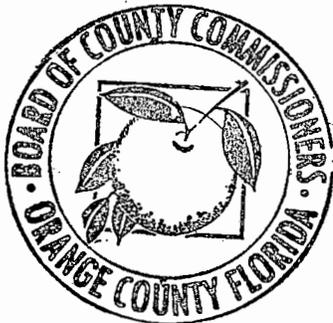
Print Name: J. Wallace Henderson

Title: Managing Partner

Date: 1/17/18

TENANT:
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: 

Teresa Jacobs
Orange County Mayor

Date: 2.6.18

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

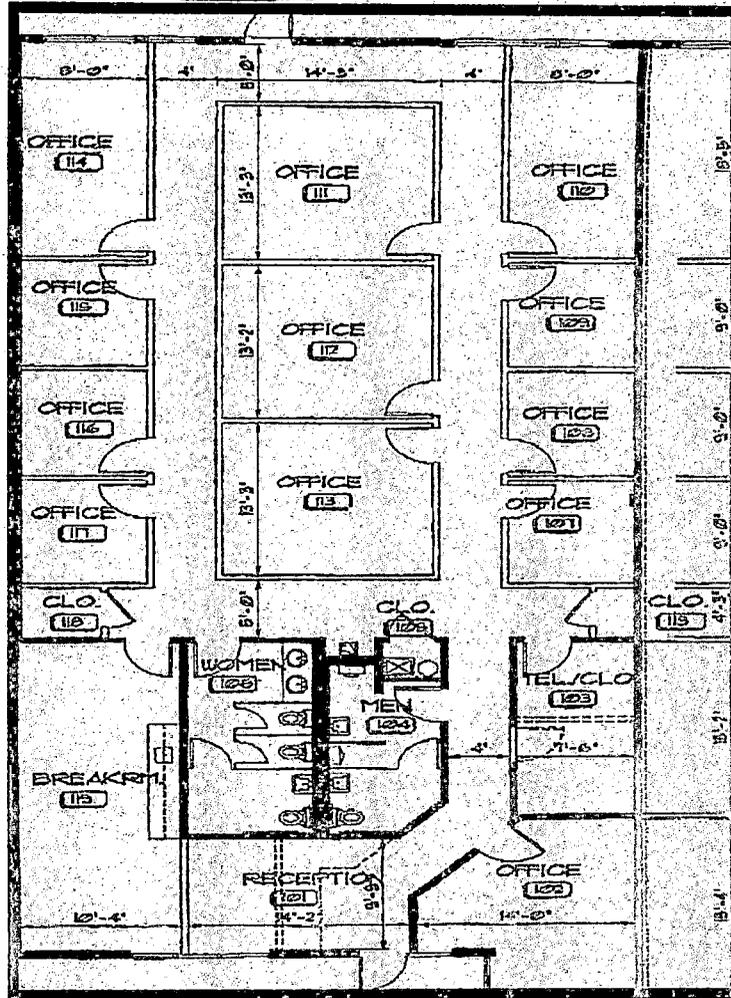
By: 

Deputy Clerk

Printed Name: Katie Smith

EXHIBIT A
PREMISES

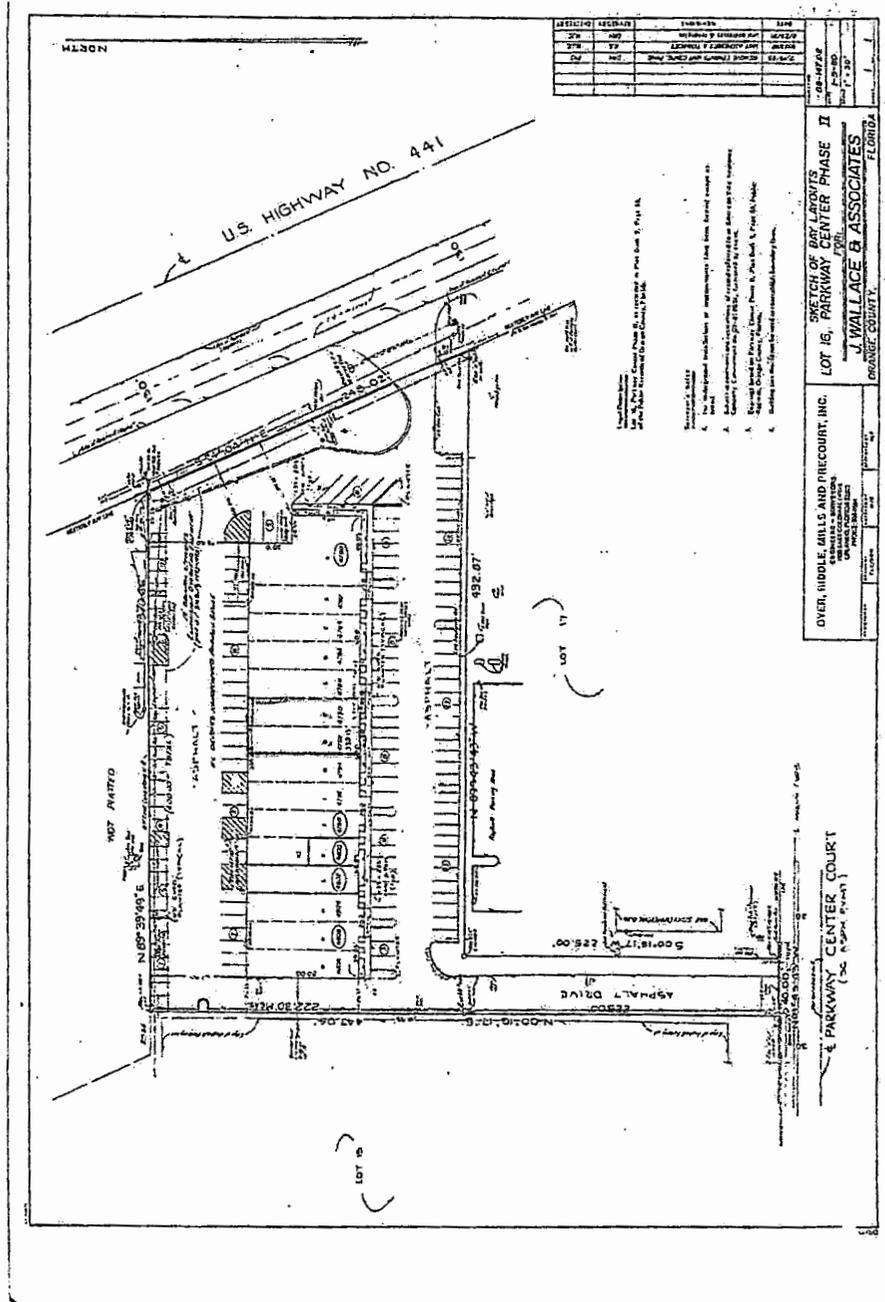
Exhibit "A"



Front Entrance

Floor Plan

EXHIBIT B
BUILDING



REVISION	DATE	BY	DESCRIPTION
1	11-15-11	JW	ISSUED FOR PERMIT
2	11-15-11	JW	ISSUED FOR PERMIT
3	11-15-11	JW	ISSUED FOR PERMIT
4	11-15-11	JW	ISSUED FOR PERMIT

- NOTES:
1. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
 2. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
 3. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
 4. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
 5. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
 6. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.

OVER, HURDLE HILLS AND PINECOURT, INC.
 10000 N. PARKWAY CENTER COURT
 SUITE 100
 ORANGE COUNTY, FLORIDA 32837
 PHONE: (407) 261-1111
 FAX: (407) 261-1112
 WWW: WWW.PARKWAYCENTER.COM

SKETCH OF BAR LAYOUTS
 LOT 16, PARKWAY CENTER PHASE II
 J WALLACE & ASSOCIATES
 ORANGE COUNTY, FLORIDA

Exhibit "B"

Project: Parkway Center – ISS Expansion (4790 N. Orange Blossom Trl.)
File #/D/78

EXHIBIT E
IMPROVEMENTS

Landlord to paint all previously painted surfaces.

Landlord to divide one rear office into two offices with an additional 8' partition, add lighting and AC Duct.

Landlord to insure all components are in good working order.

EXHIBIT F
PARKING

