



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: September 30, 2020

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

THROUGH: Alex Feinman, Assistant Manager *AF by*
Real Estate Management Division *RS*

FROM: Jeffrey Maduro, Sr. Acquisition Agent - Leasing
Real Estate Management Division *JM by*
RS

CONTACT PERSON: Jeffrey Maduro, Sr. Acquisition Agent - Leasing

DIVISION: Real Estate Management
Phone: (407) 836-7096

ACTION REQUESTED: Approval and execution of First Amendment to Lease by and between G&C OC Investors, LLC and Orange County, Florida and First Amendment to Sublease Agreement by and between Orange County, Florida and State of Florida, Department of Health and delegation of authority to the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the agreements, as needed

PROJECT: Enterprise Building – OCHS
Enterprise Building – FDOH, OC
1001 Executive Center Drive, Suite #200, Orlando, FL 32803
Lease File #2066

District 5

PURPOSE: To continue to provide space for the Florida Department of Health, Orange County.

Real Estate Management Division

Agenda Item 1

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ITEMS:

First Amendment to Lease

Cost: \$12,188.12 total rent per month

Size: 7,793 square feet

Term: 6 months

Options: Two, 6-month renewals

First Amendment to Sublease Agreement

Revenue: \$12,188.12 total rent per month

APPROVALS:

Real Estate Management Division

Health Services Department

BUDGET:

Account Number: 0001-060-2520-3620

REMARKS:

County currently leases 7,793 square feet of office space located at 1001 Executive Center Drive, Suite #200, Orlando, FL 32803 (Site), pursuant to the Lease Agreement approved by the Board May 19, 2015 (Lease). Contemporaneously, County subleased the Site to Florida Department of Health, Orange County (FDOH), pursuant to the Sublease Agreement approved by the Board May 19, 2015 (Sublease).

This action will provide for one additional six-month term, and two additional six-month options. All other terms and conditions of the Lease and Sublease will remain in effect.

OCT 13 2020

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made effective as of the latest date set forth beneath the parties’ signatures below (the “**Amendment Date**”) by and between **G&C OC INVESTORS, LLC**, a Florida limited liability company (“**Landlord**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**Tenant**”).

WITNESSETH:

A. Landlord (successor in interest to DRA CRT Orlando Central Center LLC) and Tenant are the parties to the Lease dated May 19, 2015 (the “**Lease**”).

B. The Lease provides for the lease of Suite 200, containing 7,793 rentable square feet (the “**Premises**”) in the building located at 1001 Executive Center Drive, Orlando, Florida 32803 (the “**Building**”).

C. Upon and subject to the terms of this Amendment, Landlord and Tenant wish to amend the Lease to extend the Term, and make such other changes as set forth herein.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, Landlord and Tenant amend the Lease as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Amendment shall have the same meaning as in the Lease, except if otherwise noted herein. As amended by this Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

3. Extension of Term. The Term is hereby extended for an additional 6 full calendar months, commencing on November 1, 2020 and expiring at 6:00 P.M. Orlando, Florida time on April 30, 2021.

4. Condition of the Premises. Tenant accepts the Premises, the Building, and the Project in their “as is” “where is” “with all faults” condition, and Landlord shall not be required to make any improvements to the Premises, the Building, or the Project or provide or pay any improvement allowances or payments to Tenant under the Lease for Tenant’s occupancy of the Premises, and Tenant acknowledges that all construction obligations and allowances and other amounts required to be paid from Landlord to Tenant under the Lease have been performed and paid in full.

5. Monthly Base Rent. From the Amendment Date until October 31, 2020, Tenant shall continue paying to Landlord Monthly Base Rent as to the Premises in accordance with Section 5 of the Lease, plus applicable taxes thereon, as and when due under the Lease. Effective

as of November 1, 2020, Tenant shall pay Monthly Base Rent to Landlord as to the Premises pursuant to the rent chart set forth below, plus applicable taxes (if any), as and when due under the Lease.

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY BASE RENT</u>
November 1, 2020 – April 30, 2021	\$18.66	\$12,118.12

6. Additional Rent. At all times, Tenant shall remain obligated to pay all sums (in addition to Base Rent) due and payable under the Lease (including, without limitation, Tenant’s proportionate share of operating expenses and taxes in accordance with Section 6 of the Lease). Effective as of November 1, 2020, the Base Year under the Lease is changed to calendar year 2020.

7. Renewal Options. All existing options or rights to renewal or extend the Term (including, without limitation, Section 30 of the Lease) are hereby deleted, and in lieu thereof Tenant shall have the Renewal Option set forth in this Section 7. Subject to the following terms and conditions, Tenant shall have the option (the “**Renewal Option**”) to extend the Term for 2 successive periods of 6 full calendar months each (each, a “**Renewal Term**”). The first Renewal Term shall commence (if exercised) on May 1, 2021 and expire on October 31, 2021. The second and final Renewal Term (if exercised) shall commence on November 1, 2021 and expire April 30, 2022. The Renewal Option is subject to the following terms and conditions:

(a) All then-existing terms and conditions of this Lease shall apply during each Renewal Term except: (i) Landlord shall have no obligation to renovate, remodel or make any improvements to the Premises or provide any tenant improvement allowance or free rent or other rental concessions as a result of Tenant’s extension of the Term of this Lease, and Tenant shall continue possession of the Premises in its “as is”, “where is” and “with all faults” condition; (ii) the Monthly Base Rent rate for each Renewal Term shall be as set forth in Section 7(c) below; and (iii) following the expiration of the second and final Renewal Term, Tenant shall have no further option to extend the Term of this Lease.

(b) The first Renewal Option may be exercised by written notice from Tenant to Landlord (a “**Renewal Notice**”) delivered not later than February 1, 2021 (time being of the essence). The second and final Renewal Option may be exercised by written notice from Tenant to Landlord (also a “**Renewal Notice**”) delivered not later than August 1, 2021 (time being of the essence); provided that, for purposes of clarity, Tenant shall not have the right to exercise the Renewal Option for the second Renewal Term unless Tenant timely and properly exercises the Renewal Option for the first Renewal Term. The exercise of the Renewal Option shall only be effective on, and in strict compliance with, the following terms and conditions, both as of the date of a Renewal Notice and the commencement of the applicable Renewal Term: (1) the Lease shall be in full force and effect and Tenant shall not be in default under this Lease, (2) Tenant shall be then current on all monetary obligations due from Tenant under the Lease, and (3) Tenant shall

not have assigned all or any part of this Lease or sublet, except as permitted under Section 14B of the Lease, any part of the Premises or entered into any amendment to this Lease expanding or contracting the Premises. In the event the foregoing clause is satisfied as of the date of a Renewal Notice but any portion of such clause does not remain satisfied as of the commencement of the applicable Renewal Term, Landlord shall have the right to elect, by written notice delivered to Tenant at any time, to allow the applicable Renewal Term to remain effective (and retain all rights and remedies available to Landlord as to a default by Tenant under this Lease), or to immediately terminate this Lease as a result of such failure and/or pursue any other remedies available to Landlord as to any default by Tenant under this Lease.

- (i) By execution of this Amendment, 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 notices and renewals pursuant to this Amendment and the Lease.

(c) The Monthly Base Rent for each Renewal Term shall be as set forth in the rent chart below, plus applicable taxes thereon (if any).

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY BASE RENT</u>
FIRST RENEWAL TERM		
May 1, 2021 – October 31, 2021	\$18.66	\$12,118.12
SECOND RENEWAL TERM		
November 1, 2021 - April 30, 2022	\$19.13	\$12,423.34

8. Brokers. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Amendment, except for Tower Realty Partners, Inc. (“**Landlord’s Broker**”). Landlord’s Broker shall be paid any commissions by Landlord pursuant to the terms of a separate written commission agreement between Landlord and Landlord’s Broker. Tenant represents and warrants that it is not represented by a broker or finder in connection with this Amendment or the Premises. Landlord and Tenant shall indemnify, defend, and save the other harmless from and against any claims for fees or commissions from anyone, other than Landlord’s Broker, with whom they have dealt concerning the Premises or this Amendment including attorneys’ fees incurred in the defense of any such claim.

9. Miscellaneous. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. Tenant hereby acknowledges and affirms that, as of the date hereof, the Lease is in full force and effect and, to the best of Tenant’s knowledge, there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The parties intend that scanned and

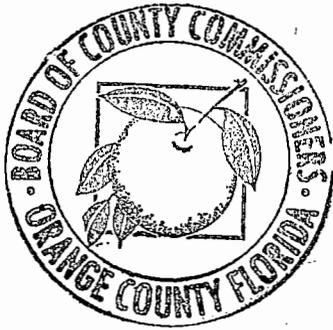
emailed signatures constitute original signatures and that an emailed Amendment containing the signatures (original or copies) of Landlord and Tenant is being on the parties. This Amendment may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. The parties agree that the Lease is in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment and the Lease is incorporated herein by reference as if fully set forth herein. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. All prior understandings and agreements between the parties concerning these matters are merged into this Amendment, which alone fully and completely expresses their understanding.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this "First Amendment to Amended 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*
Jerry L. Demings
14 Orange County Mayor

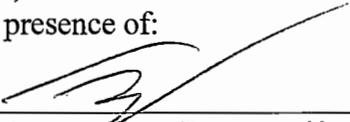
Date: *14 October 2020*

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

By: *Noelia Perez*
for Deputy Clerk

Printed Name: *Noelia Perez*

Signed, sealed and delivered
in the presence of:



Print Name: Tyler Moskwick

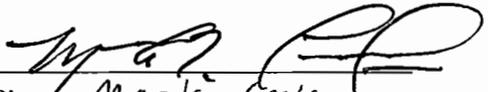


Print Name: Marie Agost

LANDLORD:

G&C OC INVESTORS, LLC,
a Florida limited liability company

By: G&C OC Management, Inc.

By: 
Name: Mark Corbett
Its: pres
Date: 8.11.20

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 13 2020

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE 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 ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (“**County**”), and State of Florida, Department of Health, Orange County Health Department (“**FDOH**”).

RECITALS:

- A. DRA CRT Orlando Central Center, LLC and County entered into that certain “Lease” approved by the Board of County Commissioners on May 19, 2015 (the “**Lease**”).
- B. Simultaneously, County and FDOH entered into that certain “Sublease Agreement” approved by the Board of County Commissioners on May 19, 2015 (the “**Sublease**”).
- C. Thereafter, DRA CRT Orlando Central Center, LLC conveyed ownership of the Premises to G&C OC Investors, LLC (“**Landlord**”) via a Special Warranty Deed recorded in the Orange County Public Records on December 28, 2016.
- D. Thereafter, Landlord and County entered into that certain “First Amendment to Lease” approved by the Orange County Board of County Commissioners on ____, 2020 (the “**First Lease 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 are hereby acknowledged, County and FDOH 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 Lease.
- 3. Correction of Term. The term of the Sublease is hereby corrected to reflect

commencing November 1, 2015 and terminating October 31, 2020.

4. Extension of Term. The term of the Sublease is hereby extended for an additional six (6) months, commencing November 1, 2020 and expiring April 30, 2021 (the “**Sublease Term**”).

5. Renewal Options. Pursuant to Section 7 of that First Amendment to Lease, County shall have the right (each, a “**Renewal Option**”) to renew the term for two (2) successive periods of six (6) full calendar months each (each, a “**Renewal Term**”). If exercised, the first Renewal Term shall commence on May 1, 2021 and expire on October 31, 2021; consequently, this First Amendment to Sublease Agreement may be extended for such six (6) month period. If exercised, the second and final Renewal Term shall commence on November 1, 2021 and expire April 30, 2022; consequently, this First Amendment to Sublease Agreement may be extended for such six (6) month period.

a. The first Renewal Option may be exercised by written notice from FDOH to County (a “**Renewal Notice**”) delivered not later than January 15, 2021 (time being of the essence). The second and final Renewal Option may be exercised by written notice from FDOH to County (also a “**Renewal Notice**”) delivered not later than July 15, 2021 (time being of the essence); provided that, for purposes of clarity, FDOH shall not have the right to exercise the Renewal Option for the second Renewal Term unless FDOH timely and properly exercises the Renewal Option for the first Renewal Term.

i. By execution of this First Amendment, the Orange County Board of County Commissioners hereby delegated to the Real Estate Management Division Manager, or their designee, the authority to execute any permitted renewals pursuant to this Amendment and the Sublease.

6. Monthly Base Rent. From the First Amendment Effective Date until October 31, 2020, FDOH shall continue to pay to the County the monthly base rent in accordance with Section 4 of the Sublease, as and when due under the Sublease. Effective as of November 1, 2020, FDOH shall pay to the County the monthly base rent pursuant to the rent chart set forth in Exhibit “A” (attached hereto and incorporated by reference), as and when due under the Sublease.

7. Operating Expenses. FDOH agrees to continue to pay for and abide by all the terms and conditions relating to operating expenses as described in Section 6 of the Lease.

8. Effects; Conflicts. Except as set forth in this First Amendment, all other terms and provisions of the Sublease 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 Sublease, the provisions of this First Amendment shall control.

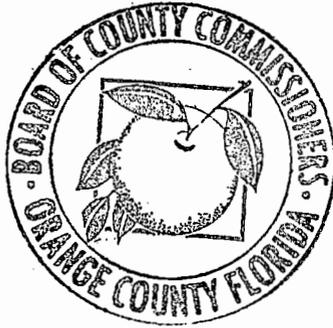
9. Counterparts. This First Amendment may be executed in two or more counterpart

FDOH at Enterprise Building
Lease File #2066

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 and exhibits follow)

IN WITNESS WHEREOF, County and FDOH have caused this "First Amendment to Sublease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.



"County"

ORANGE COUNTY, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

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

Date: *14 October 2020*

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

By: *Heidi Perry*
Deputy Clerk

Date: OCT 14 2020

FDOH at Enterprise Building
Lease File #2066

IN WITNESS WHEREOF, County and FDOH have caused this "First Amendment to Sublease 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:

"FDOH"
STATE OF FLORIDA, Department of Health, Orange
County Health Department

Witness: Lavern S. Lesesna

Print Name: Lavern S. Lesesna

Witness: Derrick F. Newley

Print Name: Derrick F. Newley

By: Raul Pino
Raul Pino, M.D., M.P.H.

Title: Administrator/ Health Officer

Date: 7-27-20

EXHIBIT "A"
MONTHLY RENT

	Annual Rate / RSF	Monthly Base Rent
Remainder of original term:		
First Amendment Effective Date – October 31, 2020	\$18.20	\$11,819.38
Sublease Term:		
November 1, 2020 – April 30, 2021	\$18.66	\$12,118.21
First Renewal Term (if exercised)		
May 1, 2021 – October 31, 2021	\$18.66	\$12,118.21
Second Renewal Term (if exercised)		
November 1, 2021 – April 30, 2022	\$19.13	\$12,423.34