

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fourth Amendment to Lease Agreement Reflection Tower and Front Space

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Speed Thomas **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date <u>01/24/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION: Authorization and approval for Chairman to execute the Fourth Amendment to Lease Agreement between Seminole County and Reflections at Hidden Lake, Inc.

BACKGROUND:

At Reflections, the County currently leases 23,407.75 square feet for Engineering, 2,651 square feet for the County Attorney and 11,582 square feet for Environmental Services. The Third Amendment extended the lease through April 30, 2006 with three (3) additional renewal terms of two (2) years each or the option to extend for an additional period of up to twelve (12) months with one year written notice. On December 20, 2005, the first renewal term was approved and extended the lease through April 30, 2008.

The Fourth Amendment adds 1,401 square feet for the Roads-Stormwater division, Capital Projects and Water Quality Program staff. Currently, the Roads-Stormwater Division staff members are split between 5-Points and the Reflections complex. The bifurcation of the staff at two locations has created problems. Coordination of inter-related projects and work activities, supervision of work programs and productivity are negatively impacted by the daily need for multiple staff to travel between Reflections and 5-Points. Customer service, responsiveness and accountability are negatively impacted by the logistical issues associated with providing back-up and assuring coverage across two geographically separated office complexes. Problems are also encountered stemming from public and vendor confusion between the two sites. Additional space rented at Reflections will address these issues.

The rate for the new space is \$13.98 per square foot, the same rate the County pays for the other leased space at Reflections, with a 3% increase annually. The budgetary impact for FY 05/06 is \$13,289.82. Public Works has the funds available.

District 5, Commissioner Carey

Reviewed by Co Atty: <u>[Signature]</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u>
File No. <u>CASS01</u>

Since the County Operations Complex is a County-owned site, consolidation of Stormwater Sections at the Complex (5 Points) was evaluated by staff as the initial location. However, this option would have required extensive renovations/reconstruction of existing buildings to current codes and at least one additional modular unit. Preliminary cost estimates were considered in light of periodic re-examinations of space plans and site configuration for the County Operations Complex, as well as the types of structures which would have been renovated. The level of necessary investment coupled with the requirement to still add another modular unit makes the lease space alternative both more reasonable and practical.

FOURTH AMENDMENT TO LEASE AGREEMENT
(Seminole County - Reflections Lease)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**") made and entered into this 1st day of December, 2005 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, CNL Tower II, Suite 1200, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "**Landlord**")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, on February 10, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, by First Renewal To Lease Agreement, the Landlord and Tenant agreed to renew the Lease for the term of two (2) years from May 1, 2006 through April 30, 2008; and

WHEREAS, the parties desire to amend the Lease Agreement so as to add to the Leased Premises certain additional space (the "**Additional First Floor Additional Leased Premises**"), consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. **DEFINITIONS.** Unless expressly defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. **AMENDMENTS TO INITIAL LEASE.** The Initial Lease is hereby amended as follows:

(a) **Expansion of Leased Premises.** Effective February 1, 2006, there is added to the Leased Premises, space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in **Exhibit "A"** attached hereto (the "**Additional First Floor Additional Leased Premises**"). With the Additional First Floor Additional Leased Premises, the Tenant will now occupy a total of 39,041.75 square feet in the Reflections Building.

(b) **Rental.** The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(i) February 1, 2006 through April 30, 2006 base rent is **THIRTEEN AND 98/100 DOLLARS** (\$13.98) per square foot, which equals \$45,480.14 per month.

(ii) May 1, 2006 through April 30, 2007 base rent is **FOURTEEN AND 38/100 DOLLARS** (\$14.38) per square foot, which equals \$46,781.53 per month.

(iii) May 1, 2007 through April 30, 2008 base rent is **FOURTEEN AND 78/100 DOLLARS** (\$14.78) per square foot, which equals \$48,082.92 per month.

(c) **Condition of Additional First Floor Additional Leased**

Premises. The Landlord agrees to undertake, at its sole expense, renovations of the Additional First Floor Additional Leased Premises as follows:

- (i) Repaint and re-carpet of the entire space.
- (ii) The replacement of damaged ceiling tiles.

The above described work will be completed on or before sixty (60) days from receipt of signed Lease Amendment.

The date of "February 1, 2006" set forth in subparagraphs (a) and (b) above is premised on the ability of the Landlord to complete the improvements set forth in subparagraph (c) above and to deliver the Additional First Floor Additional Leased Premises to the Tenant with said renovations completed. If the renovations are not completed by that date, then the date of "February 1, 2006" will be modified to mean the date when the Landlord had so undertook said renovations and delivered to the Tenant the Additional First Floor Additional Leased Premises.

3. **RATIFICATION OF LEASE.** Except as herein modified all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth herein.

4. **COMPLETE AGREEMENT.** This Fourth Amendment sets forth the complete agreement of the parties with respect to the amendments as set forth herein and incorporates all prior discussions, representations, etc.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date set forth above.

Signed, sealed and delivered in the presence of:

LANDLORD:

REFLECTIONS AT HIDDEN LAKE, INC.

(Signature of Witness)

By: _____
Patrick T. Christiansen, President

(Print Name of Witness)

(Signature of Witness)

(Print Name of Witness)

As to "Landlord"

TENANT:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20__
regular meeting.

County Attorney

As to "Tenant"