



*file*



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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May 24, 2017

MEMORANDUM

TO: Eric Garvey, Tourism Development Director

RE: Item II.B.6., Second Amendment to Office Lease Agreement with First States Investors 5300, LLC, Extending the Current Lease for Office Space Needed for Tourism Development Office and Visitor Information Center

The Board of County Commissioners, in regular session on May 23, 2017, executed Second Amendment to Office Lease Agreement with First States Investors 5300, LLC, extending the current Lease for office space needed for the Tourism Development Office and Visitor Information Center. Enclosed is the executed Second Amendment to Office Lease Agreement.

**Upon execution by First States Investors 5300, LLC, please return the fully-executed Second Amendment to Office Lease Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

## SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made as of this \_\_\_ day of March 2017 between FIRST STATES INVESTORS 5300, LLC, a Delaware limited liability company, having an address at c/o First States Realty Investco, LLC, 675 West Indiantown Road, Suite 103, Jupiter, FL 33458 (the "Landlord") and BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida for Space Coast Tourism, with an address at 430 Brevard Avenue, Suite 150, Cocoa, FL 32934 ("Tenant").

### WITNESSETH

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant entered into a certain Office Lease Agreement dated as of May 24, 2006, which Office Lease Agreement was amended by that certain First Amendment to Office Lease Agreement dated April 10, 2012 (as so amended, the "Lease"), wherein Landlord leased to Tenant approximately 4,406 square feet of office space known as Suite 150 and Suite 130 containing approximately 1,721 square feet on the first (1<sup>st</sup>) floor of the building located at 430 Brevard Avenue, Suite 150, Cocoa, Florida 32922 (the "Building"), the total area leased to Tenant being 6,127 square feet, as such premises are more fully described in the Lease (the "Premises"); and

**WHEREAS**, the Lease currently expires on June 30, 2017 and Landlord and Tenant desire to provide Tenant with the option to extend the Lease for an additional period of five (5) years and otherwise amend the Lease on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**FIRST:** All capitalized terms not otherwise defined herein shall have the meanings set forth for them in the Lease.

**SECOND:** Provided that Tenant is not in default under the provisions of this Lease, Tenant shall have the option (the "New Renewal Option") to extend the term of the Lease for one (1), five (5) year period (the "New Renewal Period") commencing immediately following the expiration date of the current term and expiring on June 30, 2022, unless sooner terminated pursuant to the terms and conditions of the Lease, as herein modified. Except as herein provided, all the terms and conditions of the Lease will apply to the New Renewal Period. In order to exercise the New Renewal Option, Tenant must give Landlord written notice of its desire to exercise said New Renewal Option by no later than May 31, 2017. Notwithstanding the foregoing or anything herein to the contrary, in the event Tenant does not provide Landlord with timely notice of its desire to extend, any and all such rights to extend shall be deemed waived by Tenant, "time being of the essence" with respect to the giving of such notice.

**THIRD:** The Base Rent payable by Tenant to Landlord during the New Renewal Term shall be as follows (payable in equal monthly installments as indicated, and in accordance with the provisions of the Lease):

<b>New Renewal Period</b>	<b>Area (Square Feet)</b>	<b>Annual Base Rent*</b>	<b>Monthly Installment*</b>
7/1/2017 – 6/30/2018	6.127	\$88,841.50	\$7,403.46
7/1/2018 – 6/30/2019	6.127	\$91,506.75	\$7,625.56
7/1/2019 – 6/30/2020	6.127	\$94,251.95	\$7,854.33
7/1/2020 – 6/30/2021	6.127	\$97,079.51	\$8,089.96
7/1/2021 – 6/30/2022	6.127	\$99,991.89	\$8,332.66

\* Plus applicable Florida tax and local surcharges, including without limitation rental, sales, use and similar taxes levied or imposed by any city, state, county or governmental body having authority.

**FOURTH:** In the event Tenant exercises the New Renewal Option,

A.) Landlord shall have the right to terminate the Lease during the New Renewal Period by providing written notice to Tenant setting forth a date that the Lease shall terminate, which date shall be not less than 180 days from the date of such notice (the "New Termination Date"). On the New Termination Date, the Lease shall terminate as if it was the original date of termination of the Lease, subject to all terms and conditions set forth therein for termination of the Lease. The New Termination Date shall not be earlier than January 31, 2020.

B.) Tenant shall have the right to terminate the Lease during the New Renewal Period by (i) providing written notice to Landlord setting forth a date that the Lease shall terminate which date shall be not less than 180 days from the date of such notice (the "New Termination Date") and (ii) paying to Landlord the applicable Termination Fee shown in the table below within 60 days after the sending of such notice to Landlord. On the New Termination Date, the Lease shall terminate as if it was the original date of termination of the Lease, subject to all terms and conditions set forth therein for termination of the Lease. The New Termination Date shall not be earlier than January 31, 2020.

<b>New Termination Date</b>	<b>Termination Fee:</b>
January 31, 2020 to July 31, 2020	An amount equal to six (6) months of rent due under the Lease at the monthly rate that was payable for last full month immediately preceding the New Termination Date
August 1, 2020 - January 31, 2021	An amount equal to four (4) months of rent due under the Lease at the monthly rate that was payable for the last full month immediately preceding the New Termination Date.
Feb 1, 2021 to July 31, 2021	An amount equal to two (2) months of rent due under the Lease at the monthly rate that was payable for the last full month immediately preceding the New Termination Date

August 1, 2021 to January 31, 2022	An amount equal to the one (1) months rent due under the Lease at the monthly rate that was payable for the last full month immediately preceding the New Termination Date
Thereafter	No Termination Fee

**FIFTH:** Notices to Landlord shall be addressed as follows:

First States Investors 5300, LLC  
c/o First States Realty Investco, LLC  
675 West Indiantown Road, Suite 103  
Jupiter, FL 33458

**SIXTH:** Landlord shall perform the work in the Premises specified in Exhibit A ("Landlord's Work"). Landlord's Work shall be of similar quality as that done in the Building. Landlord will use reasonable commercial efforts to complete Landlord's Work by June 30, 2017, but in no event shall Landlord be required to pay overtime or incur additional costs to so complete. Tenant shall fully cooperate with Landlord so Landlord may complete said work. Delay in progress or completion of the work specified above shall not constitute grounds for any abatement of rent or delay in the payment thereof when due. No substitutions or allowances will be made.

**SEVENTH:** Landlord and Tenant each represent to the other that no broker or person was instrumental or had any part in bringing about this Amendment. Each party agrees to indemnify and hold the other harmless with respect to any judgment, damages, reasonable legal fees, court costs and any and all liabilities of any nature whatsoever arising from a breach of this representation.

**EIGHTH:** This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida and Brevard County Florida without regard to its conflict of law rules. The terms of this Amendment shall control over any conflict between the terms of the Lease and the terms of this Amendment.

**NINETH:** This Amendment maybe executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or electronically imaged transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

**TENTH:** Except as specifically modified and amended herein, all of the terms, covenants and conditions set forth in the Lease shall be deemed to remain in full force and effect as though the terms and provisions of said Lease, together with the modifications and amendments herein set forth, were included at length in this Amendment.

Exhibit A

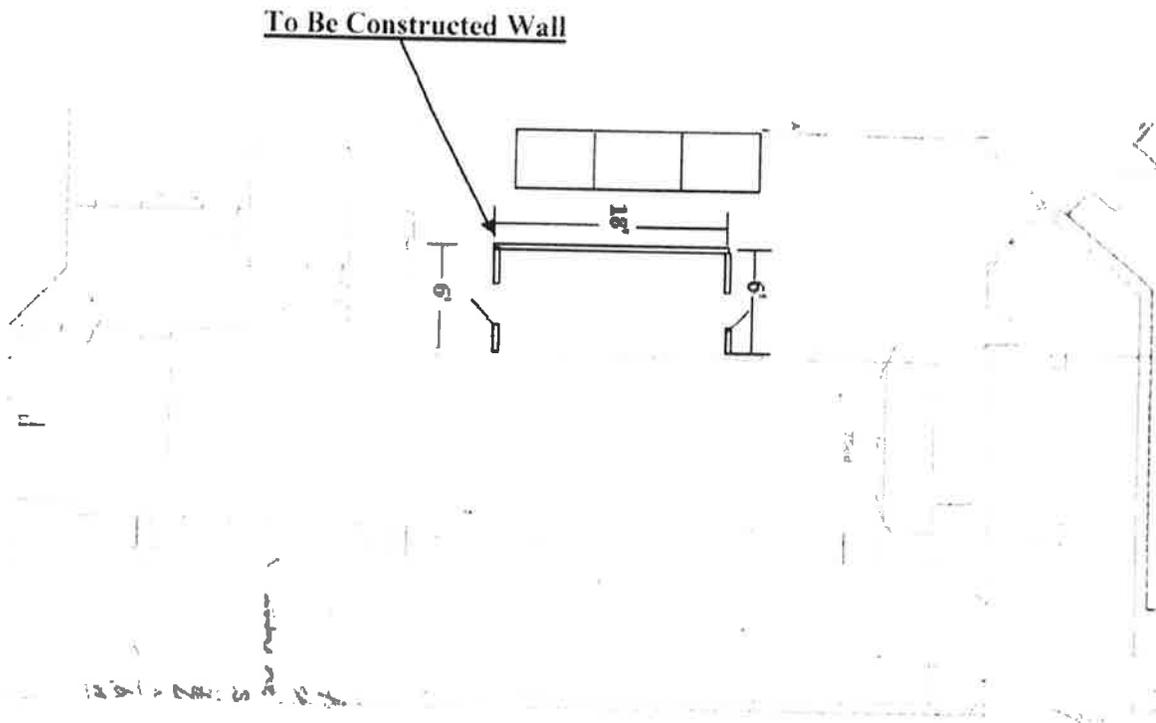
LANDLORD'S WORK

The landlord agrees to perform at his expense, the following work (landlord's work) in building standard manner and materials in the office space only of the demised premises.

Landlord agrees, at its sole expense and without charge to Tenant, to do the following work in the demised premises:

- (a) Supply and install a total of 30 lineal feet of interior partition as follows: two (2), six (6) feet long by eight (8) feet high partitions connected to an 18 foot by eight (8) feet high partition wall where indicated on the drawing below and shown in this Exhibit A. Said partitions area will be 3½" steel stud with ½" gypsum board, taped, spackled, and painted.
- (b) Supply and install two (2) Landlord's building standard doors, bucks, and hard-ware consisting of office door latch sets and hinges where indicated on said drawing shown in this Exhibit A.

Painting throughout demised premises will be two coats as selected by tenant from standard colors provided by Landlord.



IN WITNESS WHEREOF, the parties have hereunto annexed their hands and seals the day and year first above written.

WITNESSES:

Name \_\_\_\_\_

Name: \_\_\_\_\_

Yammy Rowe  
Name:

Christy Mulleja Willey  
Name

LANDLORD:

FIRST STATES INVESTORS 5300, LLC.  
A Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

TENANT:

BREVARD COUNTY BOARD OF COUNTY  
COMMISSIONERS, a political subdivision of  
the State of Florida for Space Coast Tourism

Curt Smith

Name: CURT SMITH,

Title: CHAIRMAN

Reviewed for legal form and content:

Shirley

(Assistant) County Attorney

ATTEST:

Scott Ellis

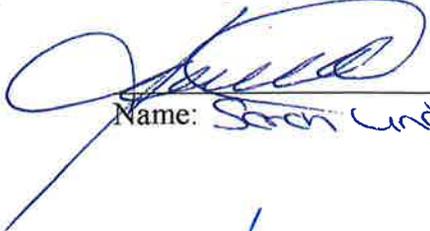
SCOTT ELLIS, CLERK

Approved by Board 5/23/17

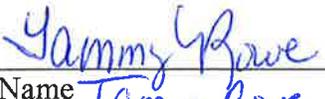
IN WITNESS WHEREOF, the parties have hereunto annexed their hands and seals the day and year first above written.

WITNESSES:

  
Name Corlean Weir

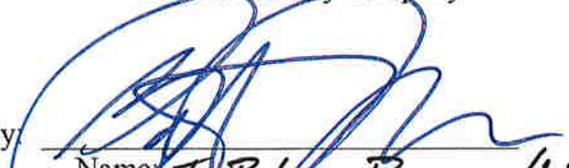
  
Name: Sarah Underde

  
Name: Kimberly Powell

  
Name Tammy Rowe

LANDLORD:

FIRST STATES INVESTORS 5300, LLC,  
A Delaware limited liability company

By   
Name: J. Peter Paganelli  
Title: Authorized signatory

TENANT:

BREVARD COUNTY BOARD OF COUNTY  
COMMISSIONERS, a political subdivision of  
the State of Florida for Space Coast Tourism

  
Name:  
Title:

ATTEST:  
  
SCOTT ELLIS, CLERK



## MEMORANDUM

**TO:** Tammy Rowe  
Board of County Commissioners - Clerk of Courts

**FROM:** Nola Copeland  
Accounting Coordinator 

**DATE:** July 12, 2017

**RE:** additional copies of lease amendment

Attached is the original copy of the Second Amendment of Office Lease Agreement with First State Investors 5400 LLC, to extend our office space.

The agreements were sent to the Clerk of Courts office for signature minus the Landlords signature.

The Attorney for the Landlord is requesting two fully executed signed original copies for their files. We would like an additional copy for our office and one for the Clerk of Courts.

Enclosed are four copies of page #4 signed and witnessed by the Landlord and Commissioner Smith along with the full original contract.

We are now requesting Mr. Ellis signature and seal and 3 copies returned to our office.