



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 12

DATE: March 22, 2023

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

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

FROM: David Sustachek, Sr. Acquisition Agent *D/S/MTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of First Amendment to License Agreement between Reedy Creek Improvement District and Orange County and authorization for the Manager of the Real Estate Management Division to terminate the License Agreement when applicable.

PROJECT: Sheriff's Office – Disney Springs Substation
1524 Buena Vista Drive, Building 28, Space 107
Lake Buena Vista, Florida 32830
Lease File #10002

District 1

PURPOSE: To provide space for a substation office for the Orange County Sheriff's Office at Disney Springs.

ITEMS: First Amendment to License Agreement
Cost: None
Size: 1,410 square feet
Term: 12 months
Options: Automatic renewals for consecutive 12-month periods

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Orange County Sheriff's Office

REMARKS: Pursuant to a License Agreement approved by the Board on July 16, 2019, the Orange County Sheriff's Office currently operates an office located at 1524 Buena Vista Drive, Building 28, Space 107, Lake Buena Vista, Florida 32830 to provide support services for the cities of Bay Lake and Lake Buena Vista, Florida.

This First Amendment updates the alteration and notice provisions, and the process to handle attorney's fees for each party, should the need arise.

Lease File: #10002
Project: SO Substation – Disney Springs

APR 11 2023

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this “**First Amendment**”) is made and entered into as of this 22nd day of February, 2023 (the “**Amendment Effective Date**”) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Licensor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**Licensee**”). Licensor and Licensee may be referred to in this First Amendment individually as a “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement, having an Effective Date of July 16, 2019 (the “**License**”), for the Permitted Use (as defined in the License), by Licensee of the premises identified as Space B28-107 or Space 107 in Building B28, which is more particularly described on, and which configuration and floor plan is shown on the schematic floor plan described on Exhibit “A” of the License (the “**Premises**”), subject to, among other things, that certain lease (the “**Lease**”) between Licensor and Licensor’s landlord (Walt Disney Parks and Resorts U.S., Inc., “**Licensor’s Landlord**”); and

WHEREAS, the Parties desire to amend the License as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals; Capitalized Terms; Amendment Effective Date.** The foregoing recitals are true and correct and such recitals are incorporated herein by reference. Any capitalized term used and not otherwise defined in this First Amendment shall have the same meaning as set forth in the License. The terms and provisions of this First Amendment shall be deemed effective as of the Amendment Effective Date.

2. **Alterations.** Licensee shall not make any improvements or alterations of any kind or nature to the Premises, whether exterior or interior (even if only “minor” or “decorative”), without the prior written approval of Licensor (and Licensor’s Landlord in accordance with the Lease) in each instance, which Licensor (and Licensor’s Landlord in accordance with the Lease) may grant, condition or withhold in its sole and absolute discretion. In addition to obtaining the aforesaid approval from Licensor (and Licensor’s Landlord in accordance with the Lease), Licensee must obtain any and all permits and approvals from applicable governmental authorities (including, without limitation, from Licensor) with respect to any such improvements and/or alterations. Licensee agrees that it is currently occupying the Premises, that it accepts the same in “As-Is” condition and that Licensor has no obligation to perform any work to or within the Premises (and/or to provide any replacement or additional furniture) to make the same ready for Licensee’s continued occupancy.

3. **Notices.** The last sentence and the designated address(es) and/or persons designated in Paragraph 13 of the Agreement is hereby amended as follows:

All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address(es) and/or persons the Parties shall hereafter give notice of (as required in this Section 13) to the other:

Lease File: #10002
Project: SO Substation – Disney Springs

If to RCID, to:	Reedy Creek Improvement District Attention: District Administrator 1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
With copies to:	Reedy Creek Improvement District Attention: Chief of Public Works 1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
	Milgrim Law Group Attention: Edward Milgrim, Esq. 3216 Corrine Drive Orlando, FL 32803
If to Licensor’s Landlord, to:	Walt Disney Parks and Resorts U.S., Inc. Attention: Assistant Chief Counsel – Real Estate 1375 Buena Vista Drive Lake Buena Vista, Florida 32830
If to County, to:	Orange County Administrative Support Division Attention: Director 201 South Rosalind Avenue Orlando, FL 32802-1393
With copies to:	Orange County Real Estate Management Division Attention: Manager P.O. Box 1393 Orlando, FL 32802-1393
	Orange County Attorney’s Office Attention: Legal Department P.O. Box 1393 Orlando, FL 32802-1393
	Orange County Sheriff’s Office Attention: General Counsel P.O. Box 1440 Orlando, FL 32830-1440

4. **Miscellaneous.** This First Amendment shall be governed by the laws of the State of Florida without regard to conflicts of laws principles. Each Party represents and warrants to the other that it is duly authorized to enter into and execute this First Amendment. This First Amendment shall be binding upon and inure to the benefit of Licensor and Licensee and, to the extent permitted in the License, their respective successors and assigns.

5. **Ratification.** Except as expressly modified by this First Amendment, the Parties ratify and affirm all the terms and conditions set forth in the License and acknowledge that the License is binding and that all other items and provisions of the License remain unchanged and continue to be in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the License, the terms and provisions of this First Amendment shall control and supersede those of the License.

6. **Attorney Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of the License or this First Amendment, or the breach, enforcement, or interpretation of the License or this First Amendment, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THE LICENSE OR THIS FIRST AMENDMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

7. **Counterparts.** This First Amendment shall not be binding upon either Party unless and until both Parties shall have executed and delivered a fully executed duplicate original of this First Amendment. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this First Amendment, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this First Amendment, and each Party shall be bound by such Party's facsimile or "PDF" format signature as if it were an original signature.

IN WITNESS WHEREOF, Licensor and Licensee have caused this First Amendment to be duly executed on or as of the Amendment Effective Date.

WITNESSES:

Iana Perras
Printed Name: Iana Perras

Edward G. Milgram
Printed Name: Edward G. Milgram

LICENSOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida.

By: [Signature]
John H. Classe, Jr., District Administrator
Date: 2/22/23

ATTEST: Phil Diamond, County Comptroller as Clerk to the Board

By: Craig Stopyska
for Deputy Clerk
Print Name: Craig Stopyska

LICENSEE:

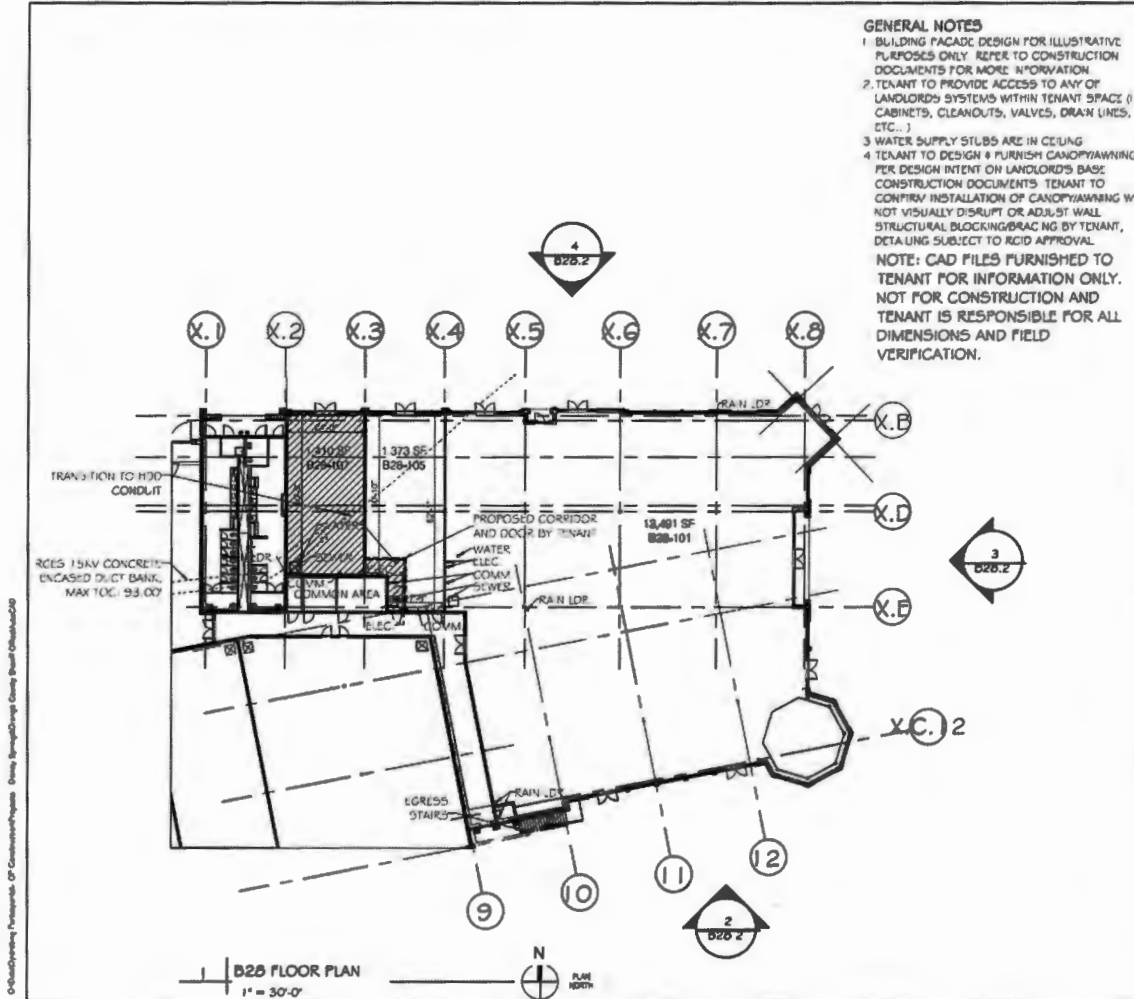
ORANGE COUNTY, a charter county and political subdivision of the State of Florida

By: its Board of County Commissioners
By: [Signature]
for Jerry L. Demings, Orange County Mayor
Date: 11 April 2023

(OFFICIAL COUNTY SEAL)

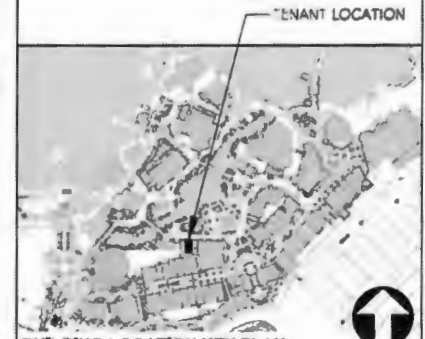


Exhibit "A"



BLDG B28-107

Address:
1926 E. Buena Vista Drive #11C



BUILDING LOCATION KEY PLAN:

■ TENANT SPACE (PLAN) □ TENANT SPACE (ELEVATION)

DISCLAIMER:

This exhibit is for information purposes and intended only as a general description of the contemplated improvements to be made. They are provided for illustrative purposes only, and shall not be deemed to be a warranty, representation, or agreement by Landlord. The locations, sizes, dimensions, elevations, and capacities are preliminary and subject to change. Tenant is responsible to verify all field conditions and dimensions. Space will be provided with a minimum fire protection grid for an unoccupied space including emergency lighting and alarm devices. These connection points and utility sizes are based on the current information available at this time. Refer to Construction Documents for sizes. Tenant is responsible for any structural modifications caused by Tenant design and is subject to Landlord structural engineering review.



0' 15' 30' 60'
SCALE: 1" = 30'-0"

LEASE OUTLINE DRAWING

B28-107

B28.1

07/25/18 Rev.

Original drawing on 11"x17" sheet