



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** April 30, 2019

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

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Alex Feinman, Leasing Program Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of First Amendment to Facility Use Agreement by and between Grand Cypress Orlando LLC and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal options required or allowed by the lease, as needed

**PROJECT:** Grand Cypress Equestrian Center (SO Mounted Patrol)  
1 Equestrian Drive, Orlando, Florida, 32836  
Lease File #4037  
  
District 1

**PURPOSE:** To continue to provide existing horse barn facilities for the Sheriff's Mounted Patrol

**ITEM:** First Amendment to Facility Use Agreement  
Cost: \$7,500.00 rent per month  
Size: 11 stalls and related facilities  
Term: Until June 30, 2019  
Options: Three, 1-month renewals

**BUDGET:** Account No.: 0001-043-0201-3620

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

**REMARKS:** County currently leases horse barn facilities at the Grand Cypress Equestrian Center under a Facility Use Agreement approved by the Board on July 10, 2018 (the "Use Agreement").

This action will continue to provide the Sheriff with sufficient stalls, storage, parking, and training areas for up to four months. Grand Cypress Orlando LLC ("Grand Cypress") has notified County that Grand Cypress will not renew the lease for the entire 1-year renewal, as outlined in the Use Agreement. Therefore, the Use Agreement will be extended on a month-to-month basis; however, in no event will County be able to extend the term of the Use Agreement past September 30, 2019. The Real Estate Management Division has identified, and is in lease negotiations for, a replacement site for Sheriff's Mounted Patrol.

All other terms and conditions of the Use Agreement shall remain in effect.

**FIRST AMENDMENT TO FACILITY USE AGREEMENT**

THIS FIRST AMENDMENT TO FACILITY USE 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 Grand Cypress Orlando LLC, a Florida limited liability company, (“**Owner**”) and Orange County, Florida, a charter county and political subdivision of the State of Florida (“**County**”).

**RECITALS**

- A. Owner and County entered into that certain “Facility Use Agreement” approved by the Orange County Board of County Commissioners on July 10, 2018 (the “**Agreement**”).
- B. County remains in possession of the Facility described in Exhibit “B” of the Agreement.
- C. The Initial Term of the Agreement is set to expire on May 31, 2019.
- D. Owner and County have agreed to extend the term of the Agreement and to make certain additional modifications to the Agreement.
- E. Owner and County desire to enter into this First Amendment for the purpose of setting forth the terms and conditions of such extension and such additional modifications.

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 is hereby acknowledged, Owner and County hereby 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 Agreement.
- 3. Certain Deletions. The following provisions of the Agreement are hereby stricken in their entirety: (i) the last two sentences of Section 2 of the Agreement; and (ii) the last sentence of Section 3 of the Agreement.
- 4. Extension of Term. The term of the Agreement is hereby renewed for one (1) additional term of one (1) month, commencing June 1, 2019, and terminating June 30, 2019 (the

“**First Amendment Extension Term**”). Upon the expiration of the First Amendment Extension Term, the term of the Agreement may be further extended, for up to three (3) additional terms of one (1) month each, provided that County and Owner agree in writing as to the terms of the extension. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to approve and execute any such further extensions of the Agreement pursuant to this paragraph. For avoidance of doubt, in no event shall the term of this Agreement be extended past September 30, 2019.

5. Rent. Rent during the First Amendment Extension Term, and any subsequent extensions thereof, shall be Seven Thousand Five Hundred and No/100 U.S. Dollars (\$7,500.00) per month.

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

7. Counterparts. This First Amendment may be executed in two or more counterpart 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 follow)*

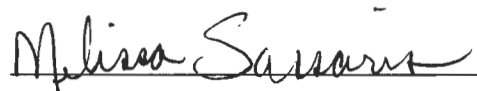
IN WITNESS WHEREOF, Owner and County have caused this "First Amendment to Facility Use Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

OWNER:

Signed, sealed, and delivered  
in the presence of:

**GRAND CYPRESS ORLANDO LLC,**  
**a Florida limited liability company**


By: LWP Florida LLC,  
a Florida limited liability company,  
its Manager

  
\_\_\_\_\_

Print Name: Melissa Sassaris

  
\_\_\_\_\_

Print Name: Michael Iwuc

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

Print Name: **David Pace**

Title: **COO**

Date: April 22, 2019

Project: Grand Cypress Equestrian Center (SO Mounted Patrol)  
Lease File #4037

~~APPROVED~~  
~~BY ORANGE COUNTY BOARD~~  
~~OF COUNTY COMMISSIONERS~~

~~MAY 21 2019~~

IN WITNESS WHEREOF, Owner and County have caused this "First Amendment to Facility Use 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, FLORIDA**

By: Board of County Commissioners

(Official Seal)



By: *Bryan W. Brooks*  
*for* Jerry L. Demings  
Orange County Mayor

Date: *21 May 19*

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

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Printed Name