



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 11**

**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 *DS/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 by and 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 – Downtown Disney - Parking Garage A-1  
1496 E. Buena Vista Drive, #E02, Lake Buena Vista, Florida 32830  
Lease File #2068  
  
District 1

**PURPOSE:** To provide space for a satellite office for the Orange County Sheriff's Office at Downtown Disney Parking Garage A-1.

**ITEMS:** License Amendment  
Cost: None  
Size: 2,370 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 October 20, 2015, the Orange County Sheriff's Office operates an office located at 1496 E. Buena Vista Drive, #E02, Orlando, Florida 32830 to provide support services for the cities of Bay Lake and Lake Buena Vista, Florida.

This First Amendment updates language to the License Agreement allowing automatic annual renewals, acknowledges that either party has the right to terminate the License Agreement with a 90-day prior written notice to the other, and updates the notice provisions and the process to handle attorney's fees for each party, should the need arise.

Lease File: #2068  
Project: SO – Parking Garage A-1

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 22<sup>nd</sup> 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 October 20, 2015 (the “**Agreement**”), for the use by Licensee of the premises and appurtenances (as specifically demised in the Agreement) located within the Downtown Disney Parking Garage at 1496 E. Buena Vista Drive #E02, Lake Buena Vista, Florida 32830 (which configuration and floor plan is shown on the schematic floor plan described on Exhibit “A” of the Agreement, the “**Premises**”); and

**WHEREAS**, the Parties desire to amend the Agreement 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 Agreement. 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 in each instance, which Licensor may grant, condition or withhold in its sole and absolute discretion. In addition to obtaining the aforesaid approval from Licensor, 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. **Term.**

a) The Agreement is hereby reinstated and shall be in full force and effect, as further amended by this First Amendment.

b) The Term (as defined in the Agreement) of the Agreement is deemed to have been extended for an additional period commencing on the date immediately following the expiration of the previous Term and continuing until 11:59 p.m. on the last day of the twelfth (12<sup>th</sup>) full calendar month after the Amendment Effective Date (the “**Reinstated Term**”). After the Reinstated Term, the Agreement and the Term thereof shall, provided Licensee is in good standing and not in default of the Agreement, automatically renew for consecutive twelve (12) month periods, subject to the termination right afforded to each Party in the Agreement. Licensee’s Manager of the Real Estate Management Division shall be authorized to terminate and, upon request by Licensor, execute a document on behalf of Licensee evidencing any such termination of this Agreement.

c) The second and third sentences of Section 2 of the Agreement are deleted in their entirety.

4. **Notices.**

a) The last sentence of the first paragraph of Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

“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 to the other as required hereinabove:”

b) The designated addresses and/or persons for the Parties are hereby amended as follows:

If to Licensor, 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 Licensee, 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

5. **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 Agreement, their respective successors and assigns.

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 Agreement or this First Amendment, or the breach, enforcement, or interpretation of the Agreement 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 AGREEMENT OR THIS FIRST AMENDMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

7. **Ratification.** Except as expressly modified by this First Amendment, the Parties ratify and affirm all the terms and conditions set forth in the Agreement and acknowledge that the Agreement is binding and that all other items and provisions of the Agreement 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 Agreement, the terms and provisions of this First Amendment shall control and supersede those of the Agreement.

8. **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 Peras  
Printed Name: Iana Peras

Edward G. Molyfem  
Printed Name: Edward G. Molyfem

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

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

**LICENSOR:**

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

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

**LICENSEE:**

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

By: its Board of County Commissioners

By: Jerry L. Demings  
for Jerry L. Demings, Orange County Mayor  
Date: 11 April 2023

(OFFICIAL COUNTY SEAL)

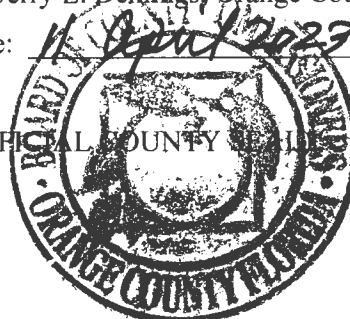
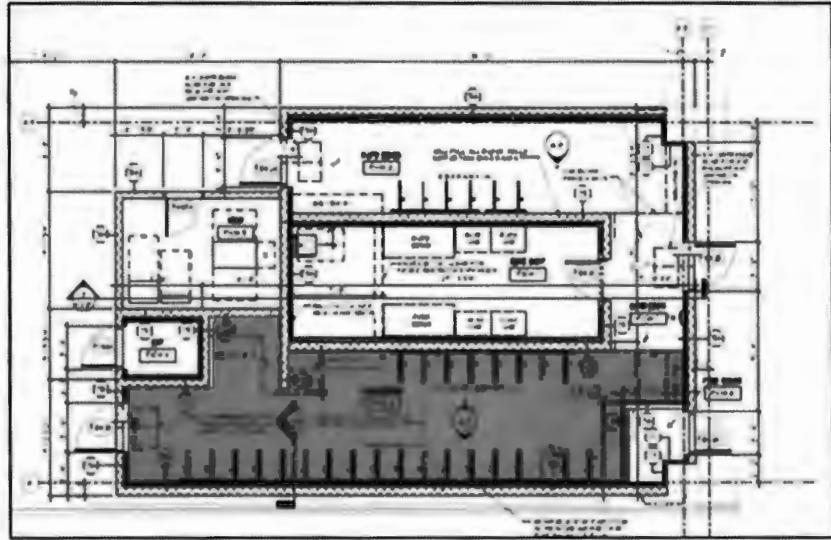



Exhibit "A"



 = Premises