


Interoffice Memorandum



March 13, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Eric Ushkowitz, Economic Development Administrator 
Office of Economic, Trade & Tourism Development

SUBJECT: **March 20, 2018 – Consent Agenda Item**
Approval and execution of Memorandum of Understanding relating to Sanford Burnham Prebys Research Facility at Lake Nona between Orange County, Florida, the City of Orlando, and Lake Nona Land Company, LLC.

A memorandum of understanding (MOU) between Orange County, Florida, the City of Orlando, and Lake Nona Land Company, LLC is necessary in order to pursue negotiations with the University of Central Florida for a 20 year or longer lease of the medical research facility currently known as the Sanford Burnham Prebys Medical Discovery Institute at Lake Nona.

This MOU has been reviewed by the County Attorney's Office.

ACTION REQUESTED: Approval and execution of Memorandum of Understanding relating to Sanford Burnham Prebys Research Facility at Lake Nona between Orange County, Florida, the City of Orlando, and Lake Nona Land Company, LLC.

MEMORANDUM OF UNDERSTANDING
relating to
SANFORD BURNHAM PREBYS RESEARCH FACILITY AT LAKE NONA

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the date of last execution below, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”) the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (“City”) and Lake Nona Land Company, LLC, a Florida limited liability company (“LNLC”). County, City and LNLC are referred to collectively herein as the “Funding Parties”.

RECITALS:

WHEREAS, the Funding Parties have heretofore entered into various economic development agreements dated as of March 6, 2007 with the Burnham Institute for Medical Research, a California nonprofit public benefit corporation, now known as Sanford Burnham Prebys Medical Discovery Institute (“SBP”) pursuant to which the Funding Parties donated certain funds and property for the permitting, design, construction, operation and maintenance of a medical research facility in Orlando, Florida; and

WHEREAS, such medical research facility is currently known at the Sanford Burnham Prebys Medical Discovery Institute at Lake Nona (the “Property”); and

WHEREAS, the Property is leased to SBP pursuant to the terms of a Ground Lease between the County and SBP pursuant to which SBP committed to operate a medical research facility on the Property and achieve certain job creation goals (the “Lease”); and

WHEREAS, by virtue of the various other agreements and obligations among the Funding Parties, the City and LNLC are third party beneficiaries under the Lease with full rights of enforcement; and

WHEREAS, SBP has notified the Funding Parties of its intent to end its operations in Florida and vacate the Property; and

WHEREAS, pursuant to that certain Funding Parties Agreement among the Funding Parties dated as of March 6, 2007, (“Funding Parties Agreement”) the Funding Parties must unanimously agree on an appropriate disposition of the Property in the event of a termination of the Lease; and

WHEREAS, in anticipation of SBP’s departure from Florida, the Funding Parties have received proposals for transfer or lease of the Property from Florida Hospital and the University of Central Florida; and

WHEREAS, presentations from both such organizations on such proposals were provided to the Orange County Board of County Commissioners on January 23, 2018; and

WHEREAS, subsequent to such presentations, Florida Hospital withdrew its proposal; and

WHEREAS, the Funding Parties now wish to memorialize their intent to pursue lease negotiations relating to the Property with the University of Central Florida

NOW, THEREFORE, the County, City and LNLC intend and agree as follows:

1. The foregoing recitals are declared to be true and correct and are incorporated into this Memorandum of Understanding.

2. The Funding Parties will pursue negotiations with the University of Central Florida for a 20 year or longer lease of the Property under terms providing for the appropriate use, operation and maintenance of the facility and payment of rent. Such lease and any other associated documents necessary to accomplish a contemplated transition from SBP shall become effective only after being duly authorized and approved by each Funding Party.

3. The Funding Parties will continue to be bound by the terms of the Funding Parties Agreement until such time as it shall be amended, terminated or replaced with a new agreement providing for the disposition or operation of the Property.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered on the day and year of last execution below.

COUNTY

CITY

Teresa Jacobs
Teresa Jacobs
Orange County Mayor
Date: 3.20.18

Buddy Dyer
Buddy Dyer
City of Orlando
Date: 3.4.18



LNLC

Rakesh Thakkar
Lake Nona Land Company, LLC
a Florida Limited liability company
By: Rakesh Thakkar
Vice President
Date: 3-13-18