



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: December 20, 2018

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 Termination of Ground Lease Agreement by and between Journey Christian Church, Inc. and Orange County

PROJECT: Journey Church Neighborhood Park
1965 South Orange Blossom Trail, Apopka, Florida 32703
Lease File #8001

District 2

PURPOSE: To terminate the Ground Lease Agreement approved by the Board on September 20, 2016.

ITEM: Termination of Ground Lease Agreement

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division

REMARKS:

Journey Christian Church, Inc. (Church) and Orange County entered into that certain Ground Lease Agreement approved by the Board on September 20, 2016 (Lease) to provide for access, construction, operation, and maintenance of a neighborhood park by County on certain lands owned by the Church as part of the INVEST program. Since that time, however, the Church has requested, and County has agreed, that the Church property not be improved with a neighborhood park.

This Termination of Ground Lease Agreement will terminate the Lease. All terms will become null and void and neither party will have any further liability thereunder.

JOURNEY CHRISTIAN CHURCH, INC.
and
ORANGE COUNTY

TERMINATION OF GROUND LEASE AGREEMENT

THIS TERMINATION OF GROUND LEASE AGREEMENT (this “**Termination Agreement**”) is made as of the date last executed below (the “**Effective Date**”) and entered into by and between Journey Christian Church, Inc., a Florida not-for-profit corporation, (“**Landlord**”) and Orange County, a charter county and political subdivision of the State of Florida (“**Tenant**”).

RECITALS:

- A. Landlord and Tenant entered into that certain Ground Lease Agreement approved by the Orange County Board of County Commissioners on September 20, 2016 (the “**Lease**”).
- B. Pursuant to the Lease, Tenant was granted permission by Landlord to construct and maintain on the Property (as defined in the Lease) playgrounds, pavilions, sidewalks, parking lots, fencing, and other structures commonly associated with a neighborhood park (the “**Improvements**”).
- C. As of the Effective Date, Tenant has not completed any Improvements on the Property and Landlord and Tenant have agreed to not proceed with any Improvements on the Property.
- D. Landlord and Tenant have agreed to terminate and cancel the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant 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 Lease.

3. Termination. Upon the Effective Date, the Lease is hereby terminated, declared null and void, and of no further force or effect. Notwithstanding anything in the Lease to the contrary, including provisions that state that certain matters shall survive termination of the Lease, the effect of this Termination Agreement shall forever release Landlord and Tenant from any liabilities or obligations under the Lease whether arising prior to or after the Effective Date.

4. Release by Landlord. To the fullest extent permitted by law, Landlord hereby releases Tenant, its officials, agents, representatives, employees, contractors, subcontractors, affiliates, and attorneys, both present and past, from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising out of or caused by any act or omission of Tenant, its agents, invitees, or subcontractors, anyone directly or indirectly employed by them, or anyone whose acts any of them may be liable, concerning, arising out of, or relating to in any way the Lease, the Property, and/or the Parcel, except for claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising from the negligence or intentional acts of Tenant, its employees, agents, or independent contractors. This provision shall survive the termination of the Lease.

5. Release by Tenant. To the fullest extent permitted by law, Tenant hereby releases Landlord, its officers, directors, shareholders, agents, representatives, employees, contractors, subcontractors, affiliates, and attorneys, both present and past, from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising out of or caused by any act or omission of Tenant, its agents, invitees, or subcontractors, anyone directly or indirectly employed by them, or anyone whose acts any of them may be liable, concerning, arising out of, or relating to in any way the Lease, the Property, and/or the Parcel, except for claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising from the negligence or intentional acts of Landlord, its employees, agents, or independent contractors. This provision shall survive the termination of the Lease.

6. Counterparts. This Termination Agreement 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)

Project: Journey Church Neighborhood Park
Lease File #8001

IN WITNESS WHEREOF, Landlord and Tenant have caused this "Termination of Ground Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

"Landlord"

JOURNEY CHRISTIAN CHURCH, INC., a
Florida not-for-profit corporation

Witness: Roger W. Conner III

Print Name: Roger W. Conner III

Witness: Gary E. Wilkerson

Print Name: Gary E. Wilkerson

By: BARRY HASLET

Print Name: BARRY HASLET

Title: President, Elder, Chairman

Date: 12/1/18

Project: Journey Church Neighborhood Park
Lease File #8001

IN WITNESS WHEREOF, Landlord and Tenant have caused this "Termination of Ground Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

"Tenant"

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

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

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

By: *Katie Smith*
Deputy Clerk

