



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: July 18, 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 Lease Agreement by and between Orange County, Florida and Walter Flores and Chantelle Flores (nee Fernandez) and delegation of authority to the Real Estate Management Division to exercise renewal option, furnish notices, and execute tenant estoppel certificates, required or allowed by the lease, as needed

PROJECT: Sheriff Mounted Patrol Facility – Berry Dease
9650 Berry Dease Road, Orlando, Florida 32825
Lease File #10044

District 3

PURPOSE: To provide horse barn facilities for the Sheriff's Office Mounted Patrol.

ITEM: Lease Agreement
Cost: Year 1 - \$12,000 per month
Year 2 - \$12,000 per month
Year 3 - \$12,000 per month
Year 4 - \$12,000 per month
Year 5 - \$12,000 per month
Size: 12 horse stalls and ancillary facilities
Term: 5 years
Options: One, 5-year renewal

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

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

REMARKS: County currently leases horse barn facilities for the Orange County Sheriff's Office (Sheriff) at the Grand Cypress Equestrian Center under a Facility Use Agreement approved by the Board on July 10, 2018, and amended May 21, 2019 (Agreement). County has been notified that the Agreement will be terminated and County will need to find an alternative location for Sheriff's Mounted Patrol.

This Lease Agreement will provide horse barn facilities for the Sheriff's Mounted Patrol at a new location for 5 years, with one, 5-year renewal option available.

LEASE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

WALTER FLORES AND CHANTELE FERNANDEZ

THIS LEASE AGREEMENT (“Lease Agreement”) entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”), on behalf of the Orange County Sheriff’s Office (“**OCSO**”), and **WALTER FLORES AND CHANTELE FLORES (NEE FERNANDEZ)**, the owners of the property located at 9650 Berry Dease Road, Orlando, Florida 32825 (the “**Lessors**”). The County and the Lessors may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County supports OCSO in its mission of providing professional public safety and security services within Orange County, Florida, and its surrounding communities; and

WHEREAS, OCSO patrols the community with deputies on horseback (the “**Mounted Unit**”) to provide safety and security services as part of its mission to reduce crime; and

WHEREAS, the Mounted Unit requires a location that can provide stalls, storage areas, veterinary stations, arenas, and pastures to maintain its horses; and

WHEREAS, the Lessors own and possess a property that meets that Mounted Unit’s requirements and are willing to lease to the County for OCSO’s use; and

WHEREAS, the County has determined that entering into this Lease Agreement with Lessor will enable it to provide important public safety and security services to the community by providing OCSO’s Mounted Unit with the premises required to ensure the health and well-being of its horses.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Lease Agreement are:

1. This Lease Agreement;
2. **Exhibit A:** The property deed;
3. **Exhibit B:** Legal Description of Facility;
4. **Exhibit C:** Sketch of the Leased Premises;
5. **Exhibit D:** Common Areas and Facilities;
6. **Exhibit E:** Delegation of Maintenance Responsibilities;
7. **Exhibit F:** Parking.

Section 3. Property and Facility. The Lessors are two individuals who share fee simple ownership in the property located at 9650 Berry Dease Road, Orlando, Florida 32825 pursuant to the deed attached to this Lease Agreement as "**Exhibit A**" (the "**Property**"). The Legal Description of the portion of the Property attached to this Lease Agreement upon which the County, pursuant to this Lease Agreement, will have either an exclusive leasehold interest or a non-exclusive license to use and access is more specifically described as attached in "**Exhibit B**" (the "**Facility**").

Section 4. Lease and License.

A. The Lessors, in consideration of the payments to them by the County of the rents contained in this Lease Agreement, do hereby agree to:

1. Lease to the County a portion of the Facility containing twelve (12) horse stalls and ancillary facilities which is further described in "**Exhibit C**" (the "**Leased Premises**"); and
2. Grant to the County the right, license, and privilege of accessing and using the common areas and facilities located within and around the Leased Premises, as described in *Common Areas and Facilities* attached to this Lease Agreement as "**Exhibit D.**"

Section 5. Term.

A. **Term.** The term of this Lease Agreement shall commence upon August 1, 2019 (the "**Lease Effective Date**") and shall expire sixty (60) months after the Lease Effective Date ("**Lease Term**").

B. **Renewal.** Upon the expiration of the Lease Term, Tenant shall have the option to renew this Lease Agreement for no more than one (1) additional, consecutive five (5) year terms ("**Renewal Term**"). If the County wishes to renew this Lease Agreement, it will provide written notice to Lessors at least ninety (90) calendar days prior to the expiration of the applicable term.

- C. **Delegation.** By execution of this Lease Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Division Manager, or their designee, the authority to execute any permitted renewals of this Lease Agreement.

Section 6. Rent.

A. **Rent.** The County shall make a monthly payment of twelve thousand dollars (\$12,000) in rent (“**Gross Rent**”) during the Lease Term. Such Rent for August and September 2019 shall be paid together no later than September 1, 2019. Thereafter, the Gross Rent is due to the Lessors on the first business day of each month during the Lease Term. Gross Rent for the Renewal Term will be at a rate mutually agreed upon by both parties, but such rent for the first year of the Renewal Term shall not exceed a ten percent (10%) increase over the Gross Rent paid during the Lease Term (i.e. \$13,200 monthly), and shall increase by a rate of three percent (3%) annually thereafter. Payments of Gross Rent are to be made payable to:

Chantelle Flores
9841 Berry Dease Road
Orlando, FL 32825

B. **Late Rental Payment.** If the County defaults by failing to make a Gross Rent payment to the Lessors by the first business day of the month, the Lessors will provide the County with written notice, in accordance with the Notices section of this Lease Agreement, requiring the payment of Gross Rent within five (5) business days of the County’s receipt of the Lessors’ notice to give the County an opportunity to cure this default.

C. **Sales and Use Taxes.** The County represents to the Lessors that its rights of tenancy and occupancy under this Lease Agreement are exempt from the imposition of Florida State sales and use taxes. The County shall furnish to the Lessors satisfactory proof of such exemption, and the County shall not be liable for payment of such taxes for so long as the exemption is in effect.

Section 7. Care, Repair, Utilities, and Cleanliness.

A. **Care of Leased Premises.** The parties shall comply with, fulfill, and be responsible for all costs and maintenance, operations, system repair, and janitorial services associated with their respective responsibilities to the Leased Premises as shown in the *Delegation of Maintenance Responsibilities* list attached to this Lease Agreement as “**Exhibit E.**” Should the County fail to comply with and fulfill its responsibilities regarding the maintenance of the Leased Premises as shown in “**Exhibit E,**” the Lessors may meet those obligations on behalf of the County.

1. Prior to exercising its right under this provision to meet the County’s obligations, the Lessors shall provide five (5) business days written notice to the County in order to provide the County with an opportunity to correct any such failure.
2. The Lessors reserve the right to invoice the County for the fair market value of any action taken, or service provided, by the Lessors under this provision.

B. Repair of Leased Premises. Notwithstanding the obligations set forth in “**Exhibit E,**” the Lessors shall be jointly and severally liable and responsible for maintaining and the keeping the buildings and structures located on the Facility and Leased Premise in good repair and for any and all expenses and costs associated with such maintenance including (but not limited to): operating expenses, expenses related to maintaining the building envelope and interior improvements, operating systems repair and replacement costs, landscaping and grounds maintenance costs, real estate costs, property and ad valorem taxes, and insurance costs.

C. Utilities of Leased Premises. The Lessors shall be jointly and severally liable and responsible for the provision of – and the payment for – any and all utility costs, fees, and services related to the Leased Premises for the term of this Lease Agreement.

D. Cleanliness of Leased Premises. The County will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in or on the Leased Premises or in the Facility. The County shall immediately notify the Lessors and any and all appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the Leased Premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance. Such corrective action shall be at the County’s own expense.

Section 8. Lease Restrictions.

A. Permitted Use. The County may use the Leased Premises for the purpose(s) contemplated by this Lease Agreement, including as a barn for the boarding of horses and related activities (the “**Permitted Use**”). The County may use the Facility for purposes related to the Permitted Use with Lessors’ consent, which shall not be unreasonably withheld or delayed.

B. Fixtures and Alterations. The County shall not alter or make additions to the Leased Premises, nor attach or affix any article to the Leased Premises, nor permit any sound device that could be considered loud or annoying, or in any manner deface the Leased Premises, without the written consent of the Lessors or as provided for in this Lease Agreement. The County shall not build, construct, change, modify, or otherwise make any interior improvements to any building or structure on the Leased Premises, or attach any fixtures in or to the Leased Premises without securing Lessors’ written consent.

C. Signs. The County shall not install or locate signs on any part of the Leased Premises without first obtaining the Lessors’ written consent, which shall not be unreasonably withheld or delayed. Any signs installed by the County with the Lessors’ permission shall be maintained in good repair and shall be removed at the County’s expense, and any building or grounds damage caused by the sign shall be restored by the County at its own expense.

D. Lessor’s Right of Entry. The Lessors and any authorized representatives of the Lessors shall, upon at least twenty-four (24) hours’ notice to the County, have the right to enter the Leased Premises: (1) in order to determine whether the Leased Premises are in good condition and whether the County is complying with its obligations under this Lease Agreement; or (2) to

make repairs to the Leased Premises. The Lessors may disregard such notice requirement in emergency situations only. The Lessors shall not be liable in any manner for any inconvenience, disturbance, or nuisance arising out of the Lessors' entry on the Leased Premises, except for damage resulting from the acts or omissions of Lessor or its authorized representatives.

E. **Laws, Regulations, Permitting, and Licensing.** The parties shall comply with all Federal, State, and local ordinances, rules, and regulations in any way related to the Permitted Use of the Leased Premises or any associated operations. Additionally, the County shall comply with all reasonable requests made by the Lessors for the protection, welfare, and orderly management of the Leased Premises and the Facility. Nothing in this Lease Agreement shall be construed to relieve either party of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable. The parties shall maintain all required permits and licensing needed for operation of the Facility and Leased Premises.

Section 9. Access to Facility and Leased Premises.

A. **Access to Leased Premises.** The County shall have unlimited and exclusive access to the Leased Premises. The Lessors shall have no liability to the County, its employees, volunteers agents, invitees, or licensees for losses due to theft or burglary (unless caused by the negligent acts or omissions of the Lessor or its authorized agent) or for damages done by unauthorized persons on the Leased Premises, and the Lessors are not required to insure against any such losses. The County shall cooperate fully in the Lessors' efforts to maintain security within the Leased Premises and shall follow all regulations promulgated by the Lessors with respect thereto.

B. **Parking.** The Lessors hereby grant to the County non-exclusive use of the general parking facilities as depicted in *Parking* attached to this Lease Agreement as "**Exhibit F.**" The Lessors shall ensure that parking is available to the County, its employee, volunteers, and clients during the times that the County operates at the Leased Premises. Said parking must include, but not be limited to, the County's trailers and vehicles.

C. **Keys to Leased Premises.** The Lessors shall ensure that the County has access to the Leased Premises by providing the County with any necessary keys, codes, or other tools or information necessary to access the premises no later than the Lease Effective Date. The Lessors shall be responsible for the changing of locks for the Leased Premises and any associated costs. However, in the event that County requests a changing of the locks, the County will be responsible for the associated costs.

Section 10. Interruption of Service.

A. **Force Majeure.**

1. The Lessors do not warrant that any services to be provided by Lessors, or any third party, will be free from interruption due to unavoidable delays or causes beyond Lessors' reasonable control.
2. Unavoidable delays shall be deemed to include delays in the performance of any of the obligations under the terms of this Lease Agreement resulting from acts of God, strikes, lockouts or other disturbances; acts of civil disobedience; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
3. In the event of unavoidable delays in the making of repairs by the Lessors or a third party, the Lessors will notify the County within ten (10) business days of such unavoidable delay, in writing, of: (1) the unavoidable delay; and (2) the anticipated date upon which such repairs shall be completed. Should the Lessors provide such notice to the County, the unavoidable delay shall not be deemed an eviction or disturbance of County's use and possession of the Leased Premises nor render Lessor liable to the County for damages.
4. If such unavoidable delay results in the County being unable to occupy the Leased Premises for the Permitted Purposes for a period longer than sixty (60) calendar days, the County may voluntarily terminate this lease with not further obligations to the Lessors.

B. Loss of Use.

1. If the Leased Premises become partially or wholly untenable, through no fault of the County, due to causes that do not fall within the Force Majeure provision above, the Lessors have the obligation to repair the Leased Premises to the same or substantially similar condition as they were received on the Lease Effective Date within a reasonable period of time. Should the County believe that the Lessors are not upholding their obligations to repair the Leased Premises, the County shall notify the Lessors of such in writing.
2. The parties shall meet and mutually and agree upon a date, in writing, that the Leased Premises will be restored to a wholly tenantable condition that is in a same or substantially similar condition to the Leased Premises as they were received on the Lease Effective Date ("**Expected Tenantable Date**"). Both parties agree that they shall act in good faith in the establishment of a reasonable Expected Tenantable Date.
3. If the parties cannot mutually agree upon an Expected Tenantable Date in writing, the default Expected Tenantable Date will be thirty (30) calendar days from the date of the Lessors' receipt of the County's notice of untenability.

4. In the event that the Leased Premises continue to be partially or wholly untenantable after the Expected Tenantable Date, the County may abate its monthly Gross Rent payments to Lessor. The monthly Gross Rent abatement will be calculated on a per diem basis as set forth below. Nothing in this provision shall prohibit the County from availing itself to any and all other legally permissible remedies.
 - a. If the Leased Premises are wholly untenantable, the County will divide the Gross Rent by the total number calendar of days in the affected month to calculate the daily rental value. The County will subtract the daily rental value from the Gross Rent for each calendar day during each affected month that the premises were wholly untenantable to calculate the wholly untenantable abatement amount. The County may continue to abate rent for as long as the Leased Premises remain untenantable.
 - b. If the Leased Premises are partially untenantable, the County will divide the amount of space that is untenantable by the total amount of space contracted for under this Lease Agreement to calculate the untenantable space. The County will multiply the untenantable space by the daily rental value to calculate the partial loss value. The County will subtract the partial loss value from the Gross Rent for each calendar day during each affected month that the premises were partially untenantable to calculate the partially untenantable abatement amount. The County may continue to abate rate for as long as the Leased Premises remain partially untenantable.

Section 11. Insurance.

A. The County agrees to maintain via a qualified self-insurance program or commercial insurance and at its sole expense, at all times throughout the duration of the Lease and any extensions or renewals thereof the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the Lessor's review or acceptance of insurance maintained by the County is not intended to and shall not in any manner limit or qualify the liability or obligations assumed by the County under this Lease Agreement. The County shall require and ensure that all contractors or subcontractors providing services or performing work on the Leased Premises procures and maintains until the completion of their respective services insurance of the types and to the limits specified herein. All insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

B. Required Coverage:

1. **Commercial General Liability** – The County shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$200,000 (two hundred

thousand dollars) per occurrence and \$300,000 (three hundred thousand dollars in the aggregate).

2. **Business Automobile Liability** – The County shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$300,000 (three hundred thousand dollars) per accident. In the event the County does not own automobiles, the County shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
3. **Workers' Compensation** - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.
4. **All-Risk Property** – The County shall maintain all-risk property insurance for all personal property located at the Leased Premises.

C. The County shall provide the Lessors with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the County has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The County shall notify the Lessors not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. To maintain compliance with the aforementioned insurance requirements the County shall immediately provide evidence of replacement coverage to the Lessors or its certificate management representative.

Section 12. Indemnification.

A. To the fullest extent permitted by law, the Lessors shall defend, indemnify and hold harmless the County its officials and employees from any and all losses and expenses, claims and damages, demands, suits or other actions or any liability whatsoever, including reasonable attorney's fees and costs arising out of or resulting from the performance or failure to perform their operations, obligations and responsibilities associated with the operation, use, care and maintenance of the Leased Premises. The Lessors shall be joint and severally liable for this indemnification obligation.

B. To the fullest extent permitted by Section 768.28, Florida Statutes, the County shall release, defend, indemnify and hold harmless the Lessor, its officials and employees from all losses and expenses, claims and damages, demands, suits or other actions or any liability attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising from the Lessors' negligent performance. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

C. The foregoing shall not constitute an agreement by either the County or the Lessors to assume liability for the acts, omissions and/or negligence of the other party.

Section 13. Party Relationship. The County's relationship with the Lessors shall be that of a tenant and landlord, respectively. Nothing contained in this Lease Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the County and the Lessors. The County's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the Lessors for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Lease Agreement.

Section 14. Termination.

A. **Termination for Cause.** The failure of either party, its employees, or contractors to comply with any covenant or condition of this Lease Agreement shall constitute a breach of this Lease Agreement and deem the breaching party in default. In the event of default by either party, the non-defaulting party will provide the defaulting party written notice of default specifying the nature of the default and an opportunity to cure. The defaulting party shall cure the default within fifteen (15) calendar days from the date the defaulting party receives notice, or within a reasonable timeframe as mutually agreed upon by both parties in writing. If the defaulting party fails to cure the breach to the non-defaulting party's satisfaction within the aforementioned timeframe, the non-defaulting party may terminate this agreement for cause by providing the defaulting party with a ninety (90) calendar days' notice of termination. For the Lessors to terminate this Lease Agreement for cause, both individual Lessors must agree to such termination.

B. **Termination for Lack of Funding.** The Lessors understand that the funding for this Lease Agreement is provided by government sources and agrees to allow for its termination by the County with one hundred eighty (180) calendar days prior written notice should said funding be discontinued for any reason prior to the end of the Lease or Renewal Term.

C. **Eminent Domain.** If the whole or any part of the property of which the Leased Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the County cannot continue to operate in the Leased Premises, then the term of this Lease shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall belong solely to and be solely the property of the Lessors and the County shall not seek any apportionment of such award.

Section 15. Redelivery of Leased Premises. The County shall, on the expiration of this Lease Agreement, deliver the Leased Premises in as good order and condition as received on the Lease Effective Date with the exception of reasonable use and ordinary wear and tear of the Leased Premises. The County shall promptly surrender all keys to the Leased Premises to the Lessors.

Section 16. Notices.

1. As the property is owned by two individuals, the County hereby reserves its right to rely upon the direction or representations made by either individual Lessor in the day-to-day affairs and transactions related to this Lease Agreement. Should the County receive conflicting direction or representations from the Lessors, the County shall have the right to disregard the conflicting direction or representation until such a time as it receives joint direction and representation from the Lessors pursuant to a written notice issued as indicated below.

2. Notices to either party provided for in this Lease Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County:

Orange County Administrator
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Real Estate Management
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

AND

Orange County Sheriff's Office
Attn: Daniel Divine, Research and Development
Post Office Box 1440
Orlando, Florida 32804

To Lessors:

Section 17. General Provisions.

A. **Recording.** The Lessors may not record this Lease Agreement in the official public records of Orange County, Florida. Doing so would place the Lessors in breach of this Lease Agreement and shall give the County the right to terminate this Lease Agreement without owing any further rents or obligations to the Lessors.

B. **Warranty of Quiet Enjoyment.** The County, upon keeping and performing its covenants under this Lease Agreement, shall peacefully and quietly hold, occupy, and enjoy the

Leased Premises during the Lease Term and Renewal Terms without any let, hindrance, or molestation by Lessor, or any persons lawfully claiming under the Lessors.

C. **Use of County Logo.** Lessor is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County as per Section 2-3, Orange County Code.

D. **Holdover.** If the County remains in the Leased Premises beyond the expiration or earlier termination of the Lease Term, or applicable Renewal Term, without a written or oral agreement extending or renewing the tenancy, then the tenancy will be extended under the same terms and conditions of this Lease Agreement (“**Holdover Tenancy**”). If the Lessors wish to end the Holdover Tenancy, then the Lessors shall give the County sixty (60) calendar days’ written notice to vacate the Leased Premises. In such event, any rent owed by the County will be prorated from the date that the County receives the sixty (60) calendar day notice to vacate to the date that the County fully vacates the premises.

E. **Radon Gas – Notice to Prospective Tenant.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

F. **Mold – Notice to Prospective Tenant.** The County agrees to hold Lessor harmless in the event any mold contaminants are discovered on the Leased Premises. The County understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high level in a living environment. Lessor agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.

G. **No Waiver of Sovereign Immunity.** Nothing contained in this Lease Agreement shall constitute, or be in any way construed to be, a waiver of the County’s sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

H. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Lease Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Lease Agreement. The parties deem the services to be rendered pursuant to this Lease Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Lease Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

I. **Waiver.** No waiver of any of the covenants and agreements contained in this Lease Agreement or of any breach of said covenants and agreements shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements.

J. **Remedies.** No remedy in this Lease Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Lease Agreement shall preclude any other or further exercise of any right, power, or remedy.

K. **Liability.** The County shall not be liable to Lessor for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Lease Agreement or any breach by the County of this Lease Agreement, regardless of any notice of the possibility of such damages.

L. **Governing Law.** This Lease Agreement, and any and all actions directly or indirectly associated with this Lease Agreement, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

M. **Venue.** For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

N. **No Consent to Sue.** The provisions, terms, or conditions of this Lease Agreement shall not be construed as consent of the State of Florida to be sued because of said leasehold.

O. **Jury Waiver.** Each party to this Lease Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Lease Agreement.

P. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Lease Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Lease Agreement and any litigation that arises either directly, or indirectly, from this Lease Agreement.

Q. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Lease Agreement. Neither party has relied upon any representations or statements made by the other party to this Lease Agreement which are not specifically set forth in this Lease Agreement.

R. **Headings.** The headings or captions of articles, sections, or subsections used in this Lease Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Lease Agreement.

S. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Lease Agreement.

T. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Lease Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Lease Agreement as stated.

U. **No Third Party Beneficiaries.** Nothing in this Lease Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties, the Orange County Sheriff's Office, and the respective successors and permitted assigns of the parties, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Lease Agreement.

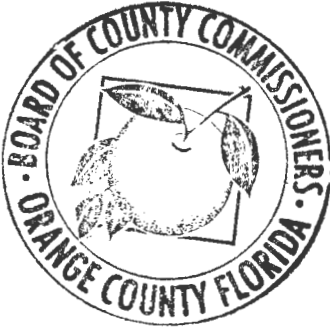
V. **Severability.** The provisions of this Lease Agreement are declared by the parties to be severable. However, the material provisions of this Lease Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease Agreement. Therefore, should any material term, provision, covenant, or condition of this Lease Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

W. **Written Modification.** Unless otherwise explicitly stated in this Lease Agreement, no modification of this Lease Agreement shall be binding upon any party to this Lease Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Lease Agreement.

Section 18. Entire Lease Agreement. This Lease Agreement and any attached or incorporated documents set forth constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Lease Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*

JL Jerry L. Demings
Orange County Mayor

Date: 6 Aug 19

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

Katie Smith
By: Deputy Clerk

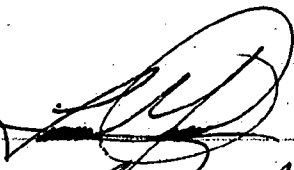
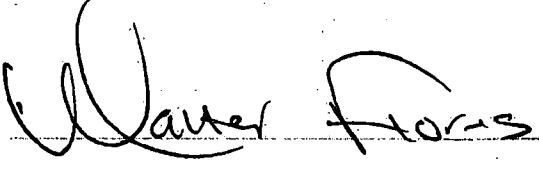
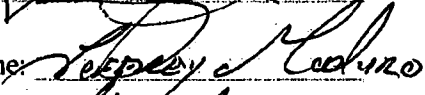
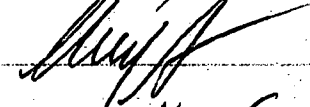

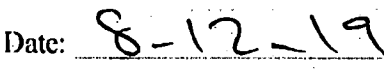
Date: AUG 06 2019

[REMAINING SIGNATURES ON FOLLOWING PAGE]

Project: Sheriff Mounted Patrol Facility – Berry Dease
Lease #10044

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

WALTER FLORES

Witness:  _____
By:  _____
Print Name:  _____
Witness:  _____
Print Name:  _____ Date:  _____

CHANTELLE FLORES (NEE FERNANDEZ)

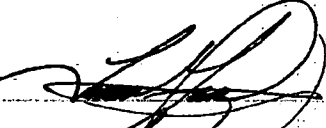
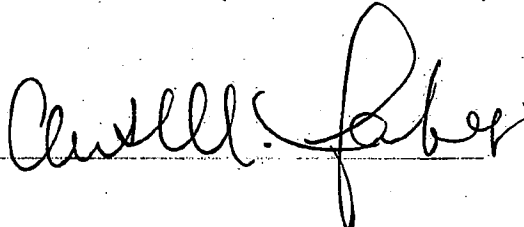
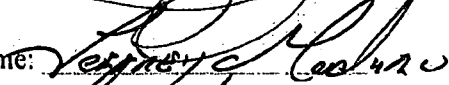
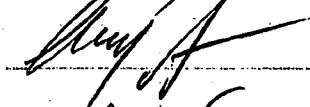
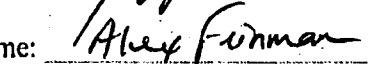
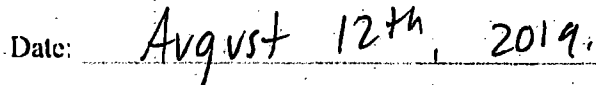
Witness:  _____
By:  _____
Print Name:  _____
Witness:  _____
Print Name:  _____ Date:  _____

EXHIBIT A
LEGAL DESCRIPTION OF FACILITY AND LEASED PREMISES

Lessor is fee simple owner of the Facility described below. The Facility contains the Leased Premises, which is also described in this Exhibit.

The Facility

A. Description of the Facility

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida.

Less:

Beginning at a point on the North boundary of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, North 89 degrees 48 minutes 17 seconds East 200.02 feet from the Northwest corner of said North 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4; thence South 0 degrees 44 minutes 13 seconds East 661.20 feet to the South boundary of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 6, North 89 degrees 49 minutes 22 seconds East 210.18 feet from the Southwest corner of said South 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4; thence North 89 degrees 49 minutes 22 seconds East, along said South boundary, 312.50 feet; thence North 0 degrees 44 minutes 13 seconds West 661.31 feet to said North boundary of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4; thence South 89 degrees 48 minutes 17 seconds West, along said North boundary, 312.50 feet to the Point of Beginning.

And Less:

The East 18 feet of the West 48 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 31 East, Orange County, Florida, as described in that certain Deed dated December 9, 1987, and recorded in Official Records Book 3945, Page 4133, Public Records of Orange County, Florida.

And also, Less:

The property designated as Parcel 42-114 (Limited Access Right-of-Way Taking, Permanent Utilities Easement Taking and Right-of-Way Taking) in that certain Stipulated Final Judgment dated January 25, 1989, and recorded in Official Records Book 4051, Page 1622, Public Records of Orange County, Florida.

Parcels more commonly referred to as:

9650 Berry Dease Rd., Orlando, Florida 32825

Parcel ID: 06-23-31-0000-00-002

And

S Econlockhatchee Trail, Orlando, Florida 32825

Parcel ID: 06-23-31-0000-00-059

B. Sketch of the Facility



The Leased Premises

A. Description of the Leased Premises

Description of the Leased Premises goes here.

B. Sketch of the Leased Premises



0 25 50 100 150 200
Feet

9650 Berry Dease Road

5/6/2019

**EXHIBIT B
MAINTENANCE RESPONSIBILITY**

Lessor and the County acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	Lessor or County	Comments
Cabinets, Vanities, and Countertops	Lessor	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	N/A	
Changes / Additions to Building	N/A	
Common Area Maintenance	Lessor	
Dumpsters / Trash		TBD
Elevators	N/A	
Exterior Cleaning	Lessor	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	Lessor	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Lessor	
Exterior Lighting (Pole and Building Fixtures)	Lessor	
Exterior Painting	Lessor	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	Lessor	
Exterior Walls, Building Envelope, and other Structural Components	Lessor	
Exterior Windows	Lessor	
Fire Alarm Systems (incl. False Alarms)	Lessor	
Fire Extinguishers	Lessor	
Generators	N/A	
HVAC (incl. Filters, Repairs, and Replacement)	Lessor	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	Lessor	
Interior Electrical: Main Switchgear & Breakers	Lessor	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	Lessor	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	Lessor	

Project: Sheriff Mounted Patrol Facility - Berry Dease
 Lease File #10044

Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	Lessor	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Lessor	
Irrigation Systems (incl. Controllers, Pumps)	Lessor	
Janitorial	Lessor	
Landscaping (incl. Debris Clean-up & Storm Drainage)	Lessor	
Life Safety / Fire Sprinklers / Fire Hood Suppression	Lessor	
Locks / Key Management	Lessor	At County's expense if new locks requested
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	Lessor	
Parking Lot and Driveway (incl. Hardscapes)	Lessor	
Pest Control (incl. removal/disposal of dead animals)	Lessor	
Roof	Lessor	
Security Systems / Cameras		TBD
Signage		TBD
Utilities – Electrical	Lessor	
Utilities – Internet Access, Phones, IT equipment	Lessor	
Utilities – Water / Sewer	Lessor	
Other:	County	
Other:	County	
Other:	County	
Other:		

Project: Sheriff Mounted Patrol Facility - Berry Dease

Lease File #10044

**EXHIBIT C
COMMON AREAS AND FACILITIES**

- Tack Room with laundry
- Two (2) Wash Room stalls
- Hay barn
- Feed Area
- Overhead storage space for equipment
- Pen for training purposes
- Pasture area
- Pavilion area
- Enclosed area for practice
- Restrooms
- Feed Storage area
- Hay Storage area
- Vet and Ferrier areas



0 25 50 100 150 200
Feet

9650 Berry Dease Road

7/11/2019

**EXHIBIT D
PARKING**



0 25 50 100 150 200
Feet

9650 Berry Dease Road

7/11/2019