



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: May 11, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Nemesie Esteves, Assistant Manager *NE/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 License Agreement by and between Sand Lake West Business Park, Inc. and Orange County, Florida and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the license, as needed.

PROJECT: Satellite Office Building and Fire Safety
7676 Municipal Drive, Orlando, Florida 32819
Lease File #10133

District 6

PURPOSE: To provide a satellite office space for the Building Department and Fire Rescue Department – Office of the Fire Marshal.

ITEMS: License Agreement
Cost: \$6,413.33 per month
Size: 3,848 square feet
Term: June 1, 2022 thru May 31, 2023, unless earlier terminated
pursuant to the terms of the agreement
Options: none

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Building Department
Fire Rescue Department

REMARKS: This License Agreement will provide temporary space for the operations of the Building Department and the Fire Rescue Department - Office of the Fire Marshal (Departments) at 7676 Municipal Drive, Orlando, Florida 32819 (Premises).

Both Departments need a satellite office in the Universal/Sandlake area to assist with permitting efforts for the construction of Epic Universe theme park.

This License Agreement is for a temporary space. The County and this landlord, Sand Lake West Business Park, Inc., are negotiating a long term lease agreement and space improvements for a space in the same building and after approval and execution by the Board, the license agreement will be terminated.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 24 2022

LICENSE AGREEMENT

This License Agreement (the "License") is made and entered into as of this 28th day of April, 2022, by and between Sand Lake West Business Park, Inc., a Delaware corporation having an address at c/o Sentinel Real Estate Corporation, 1251 Avenue of the Americas, 35th Floor, New York, New York 10020 ("Licensor"), and Orange County, Florida, a charter county and political subdivision of the State of Florida, having an address at P.O. Box 1393, Orlando, Florida 32802-1393 ("Licensee").

WITNESSETH:

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree that Licensee is granted a revocable license to use office space located at 7676 Municipal Drive, Orlando, FL 32819 (the "License Space") located in Phase III South of The Sand Lake West Business Park (the "Building") subject to the following conditions and covenants.

1. **Term:** The term of this License (the "Term") shall begin on June 1, 2022, and shall continue thru May 31, 2023, unless earlier terminated by either party as provided for herein.
2. **License Space:** The License Space has a street address known as 7676 Municipal Drive, contains 3,848 rentable square feet and is depicted on Exhibit "A" attached hereto and incorporated herein.
3. **Rent:** The rent for the License Space shall be \$6,413.33 per month, payable without prior demand or notice and without offset or deduction in advance on the first day of each calendar month of the Term. Payments shall be made payable to Sand Lake West Business Park, Inc. and shall be delivered to Sand Lake West Business Park, Inc., c/o Stiles Property Management, 5422 Carrier Drive, Suite 102 Orlando, FL 32819. Licensee shall pay rent for the first month of this License upon its full execution by both parties hereto.
4. **Security Deposit:** Intentionally deleted.
5. **Condition of the License Space:** The License Space is delivered to Licensee "as is" and "with all faults" and Licensor makes no representation or warranties of any kind, expressed or implied, with respect to the condition of the License Space. Notwithstanding, Licensor shall ensure the HVAC system is fully operational to the reasonable satisfaction of Licensee and shall replace the stained

ceiling tiles in the Licensed Space. To the maximum extent permitted by applicable law, and except as otherwise provided in this Section, Licensor hereby disclaims, and Licensee hereby waives, the benefit of any and all implied warranties, including implied warranties of habitability, fitness or suitability for purpose, or that the License Space has been constructed in a good and workmanlike manner. Licensee shall be responsible for any damages to the License Space and adjacent areas caused by Licensee, its employees, agents or contractors in preparing the License Space for its use, if any.

6. **Permitted Use:** The License Space shall be used for general office purposes typical for a government entity and for no other purpose.

7. **Additional Covenants of Licensee:**

(a) **Laws, Statutes, Etc.:** Licensee shall, at Licensee's sole cost, promptly comply with all laws, statutes, ordinances, regulations, guidelines, restrictive covenants or requirements now in force or hereafter enacted and with the requirements of any governmental authority having jurisdiction over the License Space, board of fire underwriters, utility company serving the License Space or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the License Space.

(b) **Fire Hazards:** Licensee shall not cause, maintain or permit anything to be done in the License Space or in the Building which will, in the opinion of Licensor, increase the possibility of fire or other casualty or increase the then existing premiums for or void the coverage of any insurance on the Building or the contents of the Building.

(c) **Traffic Flow:** Licensee agrees not to permit any activity in the License Space or conduct any activity in the License Space which in any way, in Licensor's reasonable opinion, interferes with fire lanes, the traffic flow or other arteries of the Building.

8. **Licensee's Obligations:** Licensee, at Licensee's expense, shall maintain the License Space in good order, condition and repair and agrees to police and maintain the License Space and the areas of the Building near and about the License Space in a condition satisfactory to Licensor.

9. **Conditions of Termination of the License:** This License may be terminated by Licensee for any or no reason on the last day of any calendar month by providing at least thirty (30) days prior written notice

to the Licensor in accordance with the provisions of paragraph 15 of this License.

Licensor can terminate this License upon sixty (60) days' Notice to Licensee and only for the failure to pay Rent as outlined herein, or for the breach of any of the other terms and conditions of the License which Licensee fails to rectify upon Notice and within a reasonable time to cure.

Upon termination of this License, Licensee shall surrender the License Space in the same condition as received or as subsequently improved by Licensee. Licensee shall, at Licensor's option, remove or cause to be removed from the License Space and/or the Building, at Licensee's expense and as of the termination of this License, all signs, displays, non-removable or movable trade fixtures, or any other items placed in the License Space or the Building by Licensee.

Licensee shall repair at Licensee's expense any damage to the License Space or the Building resulting from the exercise of the License, or from the removal of any item from the License Space or the Building including, without limitation, damage to walls, ceiling and/or electrical fixtures, or other items necessary or reasonably required in Licensor's opinion as a result of Licensee's use of this License. If Licensee fails to remove any item of property permitted or required to be removed at the termination of the License, Licensor may, at Licensor's option, remove that property from the License Space or the Building at Licensee's expense and sell or dispose of it in a manner that Licensor considers advisable. Any property of Licensee remaining in the License Space ten (10) days after the termination of this License will be deemed to have been abandoned by Licensee.

10. Licensor's Right of Entry: Licensor and its authorized agents may enter the License Space at any time to inspect the general condition of the License Space, or for any other reasonable purpose.

11. Insurance: Licensee shall maintain a policy (the "Policy") of comprehensive public liability insurance, at Licensee's expense, insuring Licensor against liability arising out of Licensee's use, occupancy or maintenance of the License Space throughout the Term. The amount of such insurance shall be at least \$1,000,000. However, the amount of such insurance shall not limit Licensee's liability nor relieve Licensee of any obligation hereunder. The Policy shall contain cross liability endorsements, if applicable, and shall insure Licensee's performance of the indemnify provisions of Paragraph 12 of this License. The Policy shall be procured by Licensee from financially responsible insurance companies reasonably acceptable to Licensor.

The Policy shall provide for not less than thirty (30) days written notice to Licensor before the Policy may be canceled and shall name Sand Lake West Business Park, Inc, Stiles Property Management, and Sentinel Real Estate Corporation as "additional insureds." Written evidence of the required insurance coverage or certified copies of the Policy and receipts evidencing payment of the premium thereof shall be delivered to Licensor within ten days after the execution of this License by Licensee.

In lieu of the insurance requirements stated above Licensee is permitted to self-insure its liability associated with the use of the Licensed Space in accordance with the limits specified in Section 768.28, Florida Statutes. Licensee shall maintain its self-insurance throughout the term this License's occupancy

12. **Indemnity:** Licensor is not liable to Licensee or Licensee's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the License Space or the Building, if caused by a) the negligence of Licensee, its agents, servants, or employees, or of any other person entering upon the License Space under the expressed or implied invitation of Licensee; or b) the improvements located therein becoming out of repair; or c) leakage of gas, oil, water or steam or by electricity emanating from the License Space or the Building; Licensee to the extent permitted by law, hereby indemnifies Licensor and agrees to hold it harmless from any loss, expense or claims, including attorneys' fees, arising out of any such damage or injury, except injury to persons or damage to property the sole cause of which is the gross negligence or willful misconduct of Licensor. Nothing contained herein shall constitute a waiver of Licensee's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
13. **Assignment:** This License is not assignable for any reason whatsoever to any other party by Licensee. Licensor may assign this License to another party at any time and shall provide written notice to Licensee within ten days of such assignment.
14. **Damage from Certain Causes:** Licensor is not liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience that may arise through repair or alteration of any part of the License Space or the Building.

15. Notice: Any notice which may be given pursuant to this License shall be delivered by a nationally recognized overnight courier or by postage pre-paid, via certified mail, return receipt requested, to the following addresses:

If for Licensors: Sand Lake West Business Park, Inc.
c/o Sentinel Real Estate Corporation
1251 Avenue of the Americas, 36th Floor
New York, New York 10020
Attn: Commercial Asset Management

With a copy to: Stiles Property Management
5422 Carrier Drive, Suite 102
Orlando, FL 32819

If for Licensee: Orange County Real Estate
400 E. South Street, Suite 500
Orlando, FL 32801

16. No Oral Changes: This License may not be changed orally. It may be amended or changed only in writing and if executed by both parties hereto.

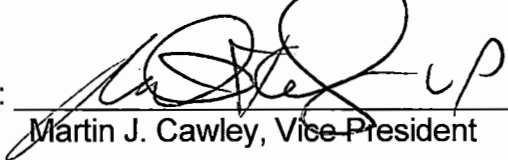
17. Entirety: This License, including all the attachments hereto, embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereto.

Signatures on the following page

This License is executed as of the last date written below.

Licensor:

Sand Lake West Business Park, Inc.

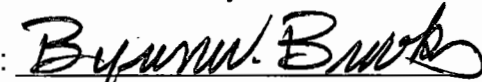
By: 
Martin J. Cawley, Vice President

Date: 4-28-2022

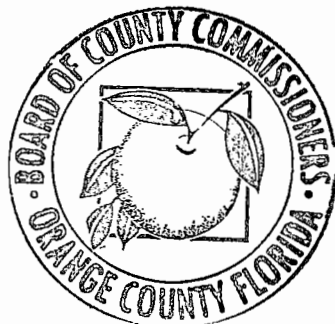
Licensee:

Orange County, Florida

By: Board of County Commissioners

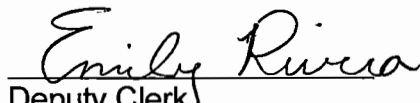
By: 
Jerry L. Demings
Orange County Mayor

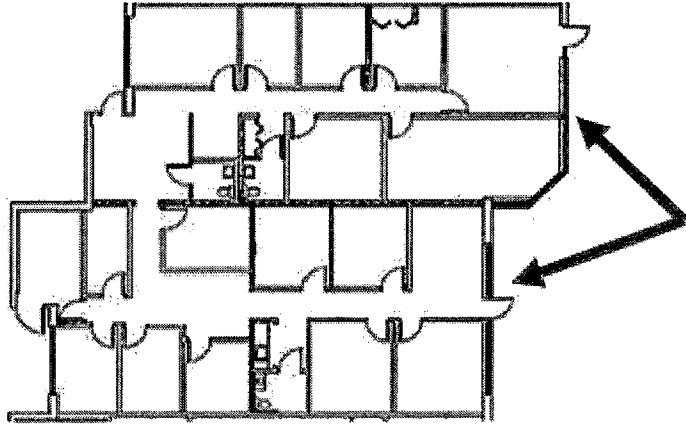
Date: 24 May 2022



ATTEST:

Phil Diamond, CPA, County Comptroller
as Clerk to the Board of County Commissioners

For 
Deputy Clerk



OC Temp Space
Suite 7676 - 3,848 RSF
Temporary Space Available with 30 days
notice

Exhibit A