



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** July 12, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Mary Ann Keller, Assistant Manager *MAK*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF ESTOPPEL LETTER FORM FROM ORANGE COUNTY TO PINAR ASSOCIATES SC COMPANY, LTD., PINAR CENTER LLC AND T.D. BANK, N.A. AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXECUTE FUTURE TENANT ESTOPPEL CERTIFICATES, IF NEEDED

**PROJECT:** Clerk's Remote Service Center  
Pinar Plaza Shopping Center  
684 S. Goldenrod Road  
Store/Bay #684  
Orlando, FL 32822  
  
District 3

**PURPOSE:** To acknowledge compliance of lease terms in connection with landlord's potential sale or mortgage of property.

**ITEM:** Estoppel Letter Form

**APPROVALS:** Real Estate Management Division  
Clerk of Circuits and County Courts  
County Attorney's Office

**REMARKS:** This Estoppel Letter Form is associated with the Shopping Center Lease, approved by the Board of County Commissioners on January 10, 2006, as renewed by First Renewal Letter from the Administrative Services Department on November 15, 2011, and by Second Renewal Letter from the Real Estate Management Division on June 28, 2016.

Estoppel Certificates are a standard condition of leases to be executed by tenant upon request from landlord to confirm the lease is unmodified and in full force and effect, rent is paid, and no defaults by landlord exist to tenant's knowledge.

**Estoppel Letter Form**

TO: Seller: Pinar Associates SC Company, Ltd.  
5410 Homberg Drive, Suite A  
Knoxville, TN 37939

Purchaser: Pinar Center LLC  
2300 NW Corporate Boulevard, Suite 135  
Boca Raton, FL 33431

Lender: T.D. Bank, N.A.  
5900 North Andrews Avenue  
Fort Lauderdale, FL 33309

Re: Lease between Pinar Associates SC Company, Ltd., a Florida limited partnership, as Landlord or its assignees ("**Landlord**"), and Orange County, Florida, as Tenant ("**Tenant**"), dated January 10, 2006, for 1,400 square feet of space in Pinar Plaza Shopping Center (the "**Project**"), as amended, supplemented, and/or modified by the following amendments, modifications, side letters, guaranties, letters of credit, and other documents [list or if none, say "None"]: Renewal Letter dated November 15, 2011; and Renewal Letter dated June 28, 2016 (as so amended, supplemented, and/or modified, the "**Lease**")

To whom it may concern:

Tenant hereby represents that as of the date of this Estoppel Letter Form, to the best of the undersigned's knowledge, the following are true and correct:

1. The lease is in full force and effect. There are no amendments, supplements, or modifications of any kind to the Lease except as referenced above.
2. The Lease represents the entire agreement between Tenant and Landlord with respect to the leasing and occupancy of the premises leased under the Lease; there are no other promises, agreements, understandings, or commitments of any kind between landlord and Tenant with respect thereto. Tenant has not given Landlord any notice of termination under the Lease.
3. There has not been and is now no subletting of the leased premises, or any part thereof, or assignment by Tenant of the Lease, or any rights therein, to any party, other than as follows: [list or if none, say "None"] None.
4. No uncured default, event of default, or breach by Landlord exists under the Lease, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach by Landlord under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease.
5. The term of the Lease commenced on January 1, 2007 and terminates on December 31, 2021, unless sooner terminated in accordance with the terms of the Lease. Tenant has no additional option to renew or extend the lease term except as follows: [list or if none, say "None"] None.
6. Tenant has paid rent through June 30, 2017, and is paying the full rent and other charges stipulated in the Lease (including, without limitation, common area maintenance charges).

7. As of the date hereof, Tenant is not entitled to any credits, reductions, offsets, defenses, free rent, rent concessions or abatements of rent under the Lease or otherwise against the payment of rent or other charges under the Lease and no advance rentals have been paid.

8. All of the obligations of the Landlord under the Lease have been duly performed and completed, including, without limitation, any obligations of the Landlord to make or to pay the Tenant for any improvements, alterations, or work done on the premises leased under the Lease.

9. A security deposit in the amount of \$N/A has been given by Tenant under the terms of, or with respect to, the Lease.

10. Tenant has no option or right to purchase the property of which the premises are a part, or any part thereof.

11. The undersigned representative of Tenant is duly authorized and fully qualified to execute this instrument on behalf of Tenant thereby binding Tenant.

12. Tenant or any guarantor of the Lease is not presently the subject of any proceeding pursuant to the United States Bankruptcy Code of 1978, as amended.

13. Tenant acknowledges and agrees that Seller, Purchaser, Lender, their respective successors and assigns, and third parties who are interested in the matters covered by the Tenant Estoppel Certificate, shall be entitled to rely on Tenant's certifications set forth herein.



**TENANT:**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Theresa Jacobs*

Theresa Jacobs

Orange County Mayor

Date: 7.18.17

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

By: *Craig A. Stopysa*  
for Deputy Clerk

*Craig A. Stopysa*  
Printed Name