

**FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE COUNTY
HEALTH DEPARTMENT LEASE**

**THIS FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE
COUNTY HEALTH DEPARTMENT LEASE** is dated as of the 13th day of February
2024, and is to that Lease entered into on the 2nd day of February, 2005, as amended December
24, 2009, June 25, 2013, September 23, 2014, February 16, 2015, April 25, 2017, February 13,
2018, February 26, 2019, March 2, 2020 and February 23, 2021, by and between PYENSA LLC,
a Florida limited liability company, whose address is 2401 West 72 Street, 1, Hialeah, Florida
33016, in this Fourth Renewal and Tenth Amendment referred to as "LANDLORD", and
SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose
address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this
Fourth Renewal and Tenth Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on the
2nd day of February, 2005, as amended December 24, 2009, June 25, 2013, September 23, 2014,
February 16, 2015, April 25, 2017, February 13, 2018, February 26, 2019, March 2, 2020 and
February 23, 2021, for the lease of certain property (collectively the original and all amendments
are referred to as the "Lease"); and

WHEREAS, the Lease, as amended, provides for three (3) renewal periods each consisting
of a one (1) year term beginning on March 1, 2024; and

WHEREAS, the parties desire to renew the Lease to enable both parties to continue to enjoy
the mutual benefits it provides; and

WHEREAS, the parties have determined that it would be in their best interest to continue
rather than terminate this Lease; and



WHEREAS, the Seminole County Community Services Department no longer uses the Leased Premises and the Lease should be amended to reflect this fact; and

WHEREAS, the hold harmless section of the Lease should be amended to reflect current law.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Fourth Renewal and Tenth Amendment, the parties agree to renew the Lease as follows:

1. Pursuant to Section 3 of the Lease, the Lease is renewed for the term of one (1) year from March 1, 2024 to February 28, 2025.

2. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from March 1, 2024 through February 28, 2025, will increase by three (3%) percent based on the June CPI which was 3.0%. The parties further acknowledge and agree the current rate of \$13.64 per square foot will increase to \$14.05 per square foot. This results in an annual rent of \$59,010.00 or \$4,917.50 per month.

3. Section 8 of the Lease is deleted and replaced with the following:

8. USE OF LEASED PREMISES. TENANT will have the exclusive use of the Leased Premises for the Seminole County Department of Health and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of the Leased Premises or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

4. Section 14 of the Lease is deleted and replaced with the following:

14. HOLD HARMLESS.

(a) TENANT expressly acknowledges and accepts its responsibility under applicable law,



and to the extent permitted by law, agrees to indemnify, defend and hold LANDLORD harmless for loss, damage, or injury to person or property, arising out of or resulting from the fault or negligence of TENANT, its servants, agents, employees or assigns, in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of LANDLORD, its servants, agents, employees, or assigns. The provisions and limitations of Section 768.28 Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(b) LANDLORD expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold TENANT harmless for loss, damage, or injury to persons or property, arising out of or resulting from the fault or negligence of LANDLORD, its servants, agents, employees or assigns in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of TENANT, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both LANDLORD and TENANT and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida.

5. The reference to "Community Services" in the title of the Lease documents is deleted.

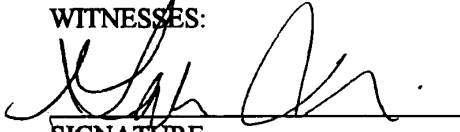
6. Except as modified by this Fourth Renewal and Tenth Amendment, all terms and conditions of the Lease, will remain in full force and effect for the term of this Fourth Renewal and



Tenth Amendment, as originally set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fourth Renewal and Tenth Amendment for the purposes stated above.

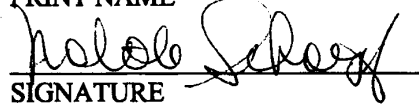
WITNESSES:



SIGNATURE

Wade Niccum

PRINT NAME



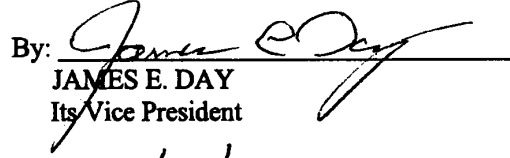
SIGNATURE

NATALIE SCHAEFER

PRINT NAME

PYENSA LLC, a Florida limited liability company

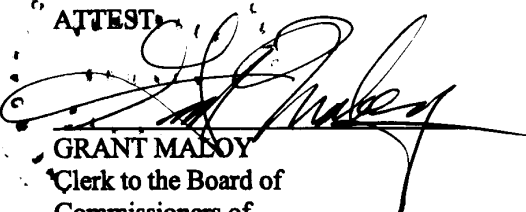
By: HERITAGE MANAGEMENT CORP, a Florida Corporation
Its Agent

By: 

JAMES E. DAY
Its Vice President

Date 1/24/24

ATTEST:



GRANT MALOY

Clerk to the Board of Commissioners of Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

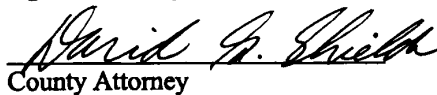
By: 

JAY ZEMBOWER, Chairman

Date: 2/13/24

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.


County Attorney

As authorized for execution by the Board of County Commissioners at its Feb. 13, 2024, regular meeting.

DGS\afa
01/22/2024

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