

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
SEMINOLE COUNTY AND THOMAS B. BALL, III, LLLP
(For use by Emergency Management and Information Services)**

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 20 ____ and is to that certain Lease Agreement made and entered into on the 26th day of October, 2021, as amended on May 23, 2023, between **THOMAS B. BALL, III, LLLP**, whose address is 213 Shady Oaks Circle, Lake Mary, Florida 32746, in this Lease Amendment referred to as “**LANDLORD**,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Lease Amendment referred to as “**TENANT**.”

WITNESSETH:

WHEREAS, **LANDLORD** and **TENANT** entered into the above referenced Lease Agreement on October 26, 2021 to assist FDOH in the COVID-19 relief efforts by partnering to provide office and administrative space; and

WHEREAS, on May 23, 2023, the Lease Agreement was amended to remove any use by FDOH and to allow the Seminole County Office of Emergency Management and the Seminole County Information Services Department (“**EM & IS**”) to use the Building located at 1100 Central Park Drive, Units 400 and 500, Sanford, Florida 32771 (“**BUILDING**”) for the purpose of critical Information Services and Radio Telecommunication equipment storage, space for testing of equipment, and installation of vehicle/equipment utilizing fiber connection; and

WHEREAS, Seminole County EM and Seminole County IS are currently utilizing the **BUILDING** for the purpose of critical information services and radio telecommunication equipment storage, space for testing equipment, and installation of vehicle equipment using the facility’s fiber connection; and

WHEREAS, the parties desire to amend the title of the Lease Agreement in order to continue to enjoy the mutual benefits it provides; and

WHEREAS, the parties desire to amend the Lease Agreement to revise Section 3, titled "Rental", to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Lease Agreement as follows:

1. The title of the subject Lease Agreement will hereinafter be known as:

**LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND
THOMAS B. BALL, III, LLLP
(For use by Emergency Management and Information Services)**

2. Section 3 of the Lease Agreement, titled "Rental", is hereby deleted in its entirety and replaced as follows:

Section 3. Rental.

- a. Current monthly rent of \$6,600.00 will end on June 30, 2025, and the new monthly rent of \$6,792.50 will begin July 1, 2025. TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of SIX THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS AND FIFTY CENTS (\$6,792.50), payable on or before the first (1st) day of each calendar month with a ten (10) day grace period, starting July 1, 2025.
- b. Commencing July 1, 2026 and continuing on July 1 of each subsequent year the rent will be increased by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year

by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year. It is TENANT'S responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to LANDLORD.

3. Except as modified by this Second Amendment, all terms and conditions of the original Lease Agreement, as amended, will remain in full force and effect for the term of the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated above.

ATTEST:

THOMAS B. BALL, III, L.L.L.P.
a Florida Limited Partnership

Janet Ball

By: *[Signature]*

Witness
Janet Ball

THOMAS B. BALL, President

Date: 3/7/25

Print Name
Janet Ball

Witness
Brad Ball

Print Name

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ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE, COUNTY, FLORIDA**

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of Seminole
County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AFL:sfa
03/06/2025
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