

**NINTH AMENDMENT TO SEMINOLE COUNTY HEALTH DEPARTMENT AND  
COMMUNITY SERVICES LEASE**

**THIS NINTH AMENDMENT** is made and entered and is to that certain Lease made and 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, and March 2, 2020, between **PYENSA LLC**, a Florida limited liability company, c/o Heritage Management Corp., whose address is 2605 SW 33<sup>rd</sup> St., Bldg. 200, Ocala, Florida 34471, in this Ninth 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 Ninth Amendment referred to as “**TENANT**.”

**WITNESSETH:**

**WHEREAS**, **TENANT** and **LANDLORD** entered into the above referenced Lease on February 2, 2005, which was subsequently amended December 24, 2009, June 25, 2013, September 23, 2014, February 16, 2015, April 25, 2017, February 13, 2018, February 26, 2019, and March 2, 2020, for the lease of certain property (collectively the original and all amendments in this Ninth Amendment are referred to as the “Lease”); and

**WHEREAS**, the parties desire to amend the Lease in order to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 18 of the Lease provides that any amendments are valid only when expressed in writing and duly signed by the parties,

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



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

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

**Section 3. Term.** The term of this Lease commenced on March 1, 2005 and will continue until February 29, 2024, unless terminated sooner as provided in this Lease. This Lease, at the sole option of TENANT, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each, the first such renewal option commencing on March 1, 2024.

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

**Section 4. Rental.**

(a) From March 1, 2005 and through February 28, 2021, TENANT paid rent to LANDLORD for the Leased Premises described in Section 1 above as follows:

Year 1 - \$13.25 PSF = \$10,348.25 per month  
Year 2 - \$13.65 PSF = \$10,658.70 per month  
Year 3 - \$14.06 PSF = \$10,978.46 per month  
Year 4 - \$14.48 PSF = \$11,307.81 per month  
Year 5 - \$14.91 PSF = \$11,647.05 per month  
March 1, 2010 through February 28, 2013 - \$14.00 PSF = \$10,934.00 per month  
March 1, 2013 through July 31, 2013 - \$14.42 PSF = \$11,262.02 per month  
August 1, 2013 through February 28, 2014 - \$14.42 PSF = \$ 5,047.00 per month  
March 1, 2014 through September 30, 2014 - \$14.85 PSF = \$ 5,197.50 per month  
October 1, 2014 to February 28, 2017 - \$12.00/SF = \$ 4,200.00 per month  
March 1, 2017 to February 28, 2018 - \$12.07/SF = \$ 4,224.50 per month  
March 1, 2018 to February 28, 2019 - \$12.25/SF = \$ 4,287.50 per month  
March 1, 2019 to February 29, 2020 - \$12.62/SF = \$ 4,417.00 per month  
March 1, 2020 to February 28, 2021 - \$12.79/SF = \$ 4,476.50 per month

(b) This Section 4(b) and Section 4(c) below provide for the calculation of rental payment for the part of the Lease term, including the optional extensions, beginning March 1, 2021 and ending February 29, 2024. Starting on March 1, 2021 and continuing through February

29, 2024, and further and conditionally through any optional extension of this Lease, TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an annual initial rate of TWELVE AND 85/100 DOLLARS (\$12.85) per square foot for a total of FIFTY THREE THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$53,970.00) annually or FOUR THOUSAND FOUR HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$4,497.50) per month, payable on or before the 1st day of each calendar month for that calendar month in equal monthly installments.

(c) The rental rate and amount set forth in Section 4(b) above is subject to change. Beginning on March 1, 2022 and on each March 1st of each subsequent year of this Lease and any renewal term, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index for the previous June, 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. In no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year and in no event may the new annual rent for any subsequent year be less than the annual rent of 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. Section 5 of the Lease is deleted and replaced with the following:

**Section 5. Utilities, Janitorial Service, Repair and Maintenance.**

(a) During the term of this Lease, LANDLORD shall provide the following services to TENANT at the Leased Premises at LANDLORD's expense:

(1) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface, (excluding paint), windows, roofs, and doors (original buildout only, not including TENANT's improvements).

(2) Pest control.

(3) Trash removal.

(b) TENANT is solely responsible for the costs of all janitorial services and utilities, including electric, water, and sewer.

(c) LANDLORD or LANDLORD's representative shall acknowledge TENANT's requests for maintenance and repairs within 4 hours of notification by TENANT.

(d) LANDLORD or LANDLORD's representative is responsible for accompanying the vendors to ensure work is done to LANDLORD's satisfaction and the paperwork is signed off only by LANDLORD's representative. If the LANDLORD is unable to accompany the vendor, the vendor is to sign the time in/out in the log book provided in the suite and managed by the LANDLORD. TENANT will not be held responsible for anything pertaining the log book.

(e) LANDLORD shall ensure continued plumbing is maintained in the Leased Premises with a weekly flush of the plumbing lines, which will be scheduled by the LANDLORD or LANDLORD's representative. LANDLORD shall completely resolve all plumbing issues in the Leased Premises, at LANDLORD's expense, by June 30, 2021.

4. Section 12 of the Lease is amended by adding the following new Section 12(c):

(c) LANDLORD is responsible for maintaining all fire extinguishers in the Leased Premises on an annual basis.

5. Section 22 of the Lease concerning notices is deleted and replaced with the following:

**Section 22.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For LANDLORD:**

Pyensa LLC  
c/o Heritage Management Corp.  
2605 SW 33<sup>rd</sup> St., Bldg. 200  
Ocala, FL 34471

**For TENANT:**

Contract and Leasing Coordinator  
Facilities Maintenance Division  
Public Works Department  
205 West County Home Road  
Sanford, Florida 32773

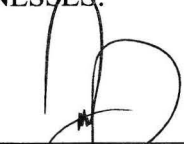
Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

2. Except as modified by this Ninth Amendment, all terms and conditions of the Lease, as previously amended, remain in full force and effect for the term of this Lease.

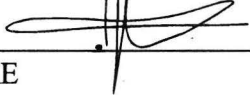
3. The Effective Date of this Ninth Amendment will be the date when the last party has properly executed this Ninth Amendment as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:


  
\_\_\_\_\_  
SIGNATURE

Emma Minaya  
\_\_\_\_\_  
PRINT NAME

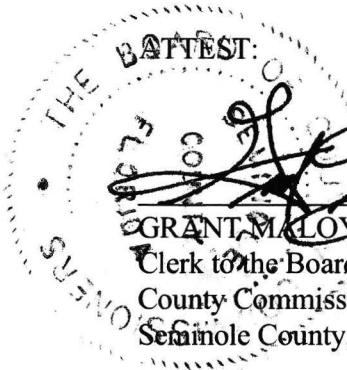

  
\_\_\_\_\_  
SIGNATURE

Jose Minaya  
\_\_\_\_\_  
PRINT NAME

PYENSA LLC, A FLORIDA LIMITED LIABILITY COMPANY

  
By: \_\_\_\_\_  
RODOLFO MINAYA, Manager

Date: 01-27-21


  
WITNESSED BY:  
  
\_\_\_\_\_  
GRANT M. LOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
By: \_\_\_\_\_  
LEE CONSTANTINE, Chairman

Date: 2/23/2021

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 2/23,  
2021, regular meeting.

DGS/iv  
1/12/2021

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