

**THIRD AMENDMENT AND FINAL RENEWAL TO LEASE AGREEMENT
BRIO, LLC and SEMINOLE COUNTY**

THIS THIRD AMENDMENT AND FINAL RENEWAL TO LEASE AGREEMENT

(“Third Amendment and Final Renewal”) is made and entered into this _____ day of _____, 2024, and is to that certain Lease Agreement made and entered into on the 12th day of December, 2017, between **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 Third Amendment and Final Renewal referred to as “TENANT,” and **JUANITA MOBILE HOME PARK, LLC d/b/a BRIO BUSINESS CENTER, LLC**, an Arizona limited liability company authorized to do business in Florida, whose mailing address is 13506 Summerport Village Parkway, Suite #802, Windermere, Florida 34786, in this Third Amendment and Final Renewal referred to as “LANDLORD.”

W I T N E S S E T H:

WHEREAS, BRIO, LLC, a Florida limited liability company, and TENANT entered into the above referenced Lease Agreement on December 12, 2017, as amended August 25, 2020, and May 25, 2021, for the property located at 1271 and 1275 West Airport Boulevard, Sanford, Florida, 32773 for a term commencing on January 1, 2018 and continuing through December 31, 2024, and upon written agreement by the parties, providing for an extension of this Lease Agreement for one (1) additional three (3) year term; and

WHEREAS, Juanita Mobile Home Park, LLC, d/b/a Brio Business Center, LLC, an Arizona limited liability company authorized to do business in Florida, acquired the interest of Brio, LLC in this Lease Agreement by an Assignment and Assumption of Leases dated December 21, 2021 and the Lease Agreement should be amended to reflect this acquisition; and



WHEREAS, the parties desire to renew the Lease Agreement 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 Agreement,

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

1. The foregoing recitals are true and correct and form a material part of this Third Amendment and Final Renewal upon which the parties have relied.

2. All references to "LANDLORD" in the Lease Agreement mean Juanita Mobile Home Park, LLC, d/b/a Brio Business Center, LLC, an Arizona limited liability company authorized to do business in Florida.

3. The Lease Agreement is hereby renewed for the term of three (3) years from January 1, 2025 through December 31, 2027, unless terminated sooner as provided for in the Lease Agreement.

4. Commencing January 1, 2025, TENANT shall pay rent to LANDLORD at a monthly rate of \$3,293.74, subject to adjustment commencing January 1, 2026, as provided in Section 1(c) of the Lease Agreement.

5. Except as provided in this Third Amendment and Final Renewal, all terms and conditions of the Lease Agreement, as previously amended, remain in full force and effect for the term of this renewed Lease Agreement, as amended and renewed.



IN WITNESS WHEREOF, the parties have executed this Third Amendment and Final
Renewal for the purposes expressed above.

WITNESSES:

Heather Oleyar
SIGNATURE

Heather Oleyar
PRINT NAME

Dylan Oleyar
SIGNATURE

Dylan Oleyar
PRINT NAME

JUANITA MOBILE HOME PARK, LLC
D/B/A BRIO BUSINESS CENTER, LLC

William Oleyar
SIGNATURE

William Oleyar, Manager
PRINT NAME

Manager
TITLE

7/28/24
DATE

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WOS

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
07/24/2024
Attachment:

T:\Users\Legal Secretary CSB\Public Works\Leases\2024\Brio Businesss Center - Final Renewal Jul18(24)rev1.docx

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.