

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN JUANITA MOBILE HOME PARK, LLC D/B/A BRIO BUSINESS CENTER AND SEMINOLE COUNTY

THIS FIRST AMENDMENT TO LEASE AGREEMENT is dated as of the ____ day of _____, 20____, and is to that Lease Agreement entered into on the 23rd day of August, 2022, by and between **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 First 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 First Amendment referred to as “TENANT.”

WITNESSETH:

WHEREAS, TENANT and LANDLORD entered into the above referenced Lease Agreement on August 23, 2022 to lease a portion of LANDLORD’s property (Suite 1279) located at 1279 West Airport Boulevard, Sanford, Florida 32773 for a term commencing September 1, 2022 and continuing through August 31, 2027; and

WHEREAS, Section 27 of the Lease Agreement provides that the Lease may not be amended except by a written instrument signed by both LANDLORD and TENANT; and

WHEREAS, the purpose of this First Amendment is to add a secondary suite to the Lease Agreement to acquire more rental space for use by TENANT; and

WHEREAS, the parties desire to amend the Lease Agreement to add/include a secondary suite (Suite 1287), located at 1287 West Airport Boulevard, Sanford, Florida 32773, to the existing Lease Agreement, and

WHEREAS, Suite 1287 contains an additional 1760 square feet of additional rental space;
and

WHEREAS, the parties desire to amend the Lease Agreement to prorate the December 2024 rent, for Suite 1287, for 16 days of occupancy from December 16, 2024 to December 31, 2024, articulate the required rent for Suite 1287 from January 1, 2025 to the conclusion of the term of this Lease Agreement, revise the Rent section and include Exhibit A-1; and

WHEREAS, the parties desire to amend the Lease Agreement to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides; and

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

1. Effective as of the date of execution of this First Amendment, Sections E/F/G of the Lease Summary are revised to read as follows:

E. Address of Tenant: 1279 West Airport Boulevard, Sanford, Florida 32773 and 1287 West Airport Boulevard, Sanford, Florida 32773.

F. Description of Premises: The four (4) office/warehouse/showroom buildings located at 1105 thru 1295 West Airport Boulevard, Sanford, Florida and known as Brio Business Center. The buildings contain approximately 75,075 square feet of rentable space. For the purposes of this First Amendment to the Lease Agreement, all references to the "Building" shall mean Building #4 which includes Suite 1279 and Suite 1287 located, respectively, at 1279/1287 West Airport Boulevard in the Brio Business Center.

G. Leased Premises: That portion of Building #4 outlined on Exhibit A and that portion of Building #4 outlined on Exhibit A-1. The Leased Premises contains approximately 3,600 square feet of rentable space.



2. Effective as of the date of execution of this First Amendment, the Lease Summary is revised by the addition of Exhibit A-1, Floor Plan and Site Plan of the Leased Premises:

The following exhibits are attached to and made a part of the Lease:

- Exhibit A – Description of the Leased Premises
- Exhibit A-1 – Floor Plan and Site Plan of the Leased Premises**
- Exhibit B – Rules and Regulations
- Exhibit C – Agency Disclosure Statement
- Exhibit D – Special Terms
- Exhibit E - Radon Notice

3. The above referenced Exhibit B-Rules and Regulations, Exhibit C-Agency Disclosure Statement, Exhibit D-Special Terms & Exhibit E-Radon Notice shall all apply to the property located at 1279 West Airport Boulevard, Sanford, Florida 32773 and, by virtue of this First Amendment, shall also apply to the property located at 1287 West Airport Boulevard, Sanford, Florida 32773 as of the date of execution of this First Amendment.

4. Section 1 of the Lease Agreement, RENT, is entirely deleted and replaced with the following:

Section 1. **Rent**

(a) Commencing September 1, 2022, TENANT shall pay rent to LANDLORD for the Leased Premises described in Exhibit A (Suite 1279), at a monthly rate of TWO THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND 66/100 CENTS (\$2,146.66) based on \$14.00 per square foot, payable on or before the tenth (10th) day of each calendar month.

(i) On September 1, 2023 and on each September 1st of each subsequent year of the Lease term, the rent for the Leased Premises described in Exhibit A (Suite 1279) will be increased annually 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 and provided that in no event will 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.

(b) Commencing on December 16, 2024, TENANT shall pay rent to LANDLORD for the Leased Premises described in Exhibit A-1 (Suite 1287) attached hereto, for a portion of the month at a prorated amount of ONE THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND 13/100 CENTS (\$1,124.13) for the sixteen (16) days of occupancy from December 16, 2024 through December 31, 2024.

(i) Beginning January 1, 2025, the rent for the Leased Premises described in Exhibit A-1 (Suite 1287) will be TWENTY-SIX THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS AND 00/100 CENTS (\$26,136.00) annually or TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS AND 00/100 CENTS (\$2,178.00) per month.

(ii) Beginning January 1, 2026 and on each January 1st of each subsequent year of the Lease term, the rent for Suite 1287 will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less.

(c) Rent payments must be made payable to BRIO BUSINESS CENTER and mailed to P.O. Box 514, Windermere, Florida 34786.

(d) If LANDLORD is unable to give possession of the Leased Premises on the Lease




Commencement Date by reason of the holding over of any prior tenant or tenants or for any other reason, LANDLORD shall abate the Rent to be paid by the TENANT under this Lease, until such time as LANDLORD delivers possession of the Leased Premises to TENANT. Nothing in this provision will operate to extend the term of the Lease beyond the agreed Termination Date and this abatement of Rent will be the full extent of LANDLORD's liability to TENANT for any loss or damage to TENANT on account of such delay in TENANT's obtaining possession of the Premises.

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

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

JUANITA MOBILE HOME PARK, LLC
d/b/a BRIO BUSINESS CENTER

By: 
William Oley
Print Name

It's: MANAGER
11/19/24
Date



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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 _____,
20___, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit A-1 – Floor Plan and Site Plan of the Leased Premises (1287 W. Airport Blvd)

AFL/sfa
11/18/2024

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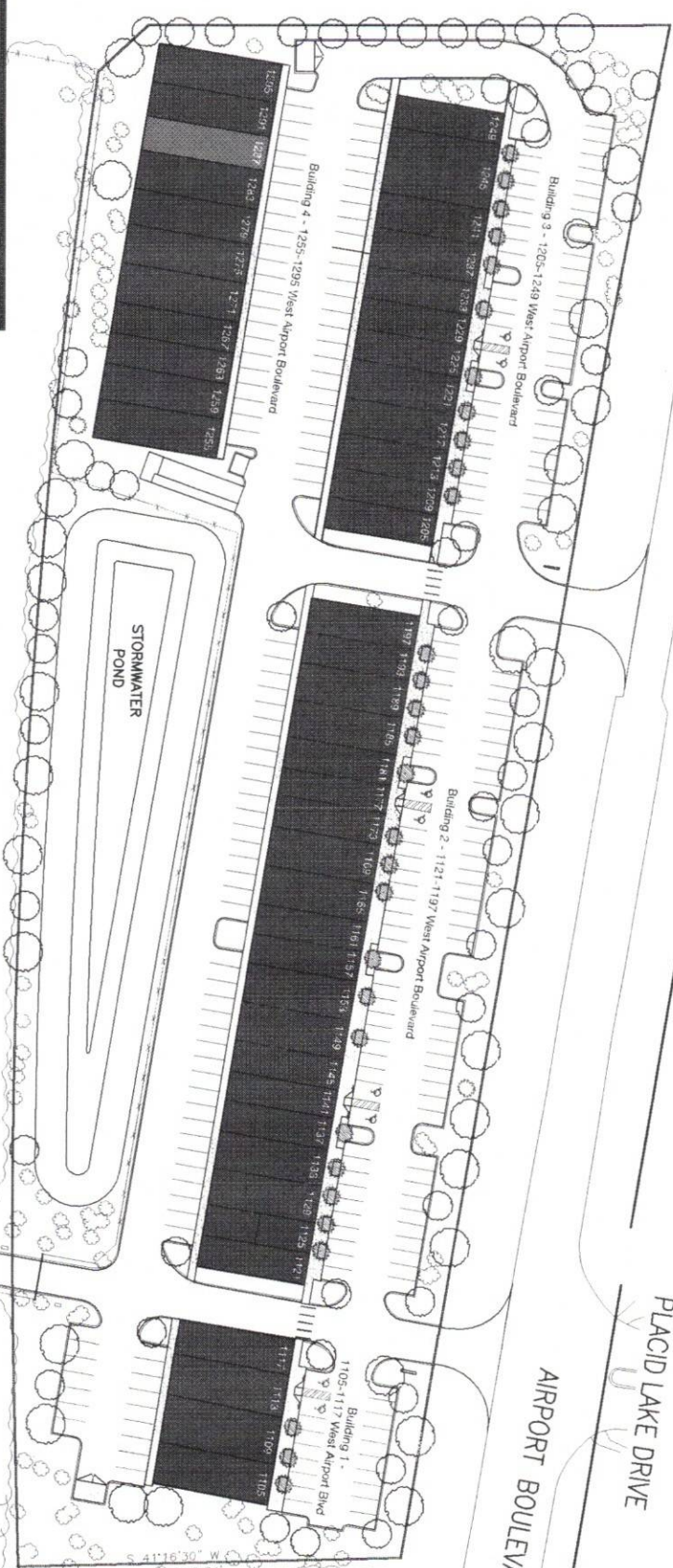
OLD LAKE MARY ROAD
C.S.X. RAILROAD

EXHIBIT A-1

AIRPORT BOULEVARD

PLACID LAKE DRIVE

AIRPORT BOULEVARD



Legend:

- Leased (represented by a dark grey square)
- Available (represented by a light grey square)

STATE ROAD NO. 417

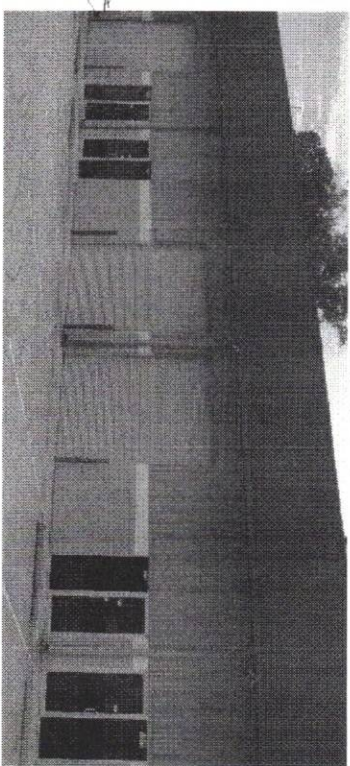
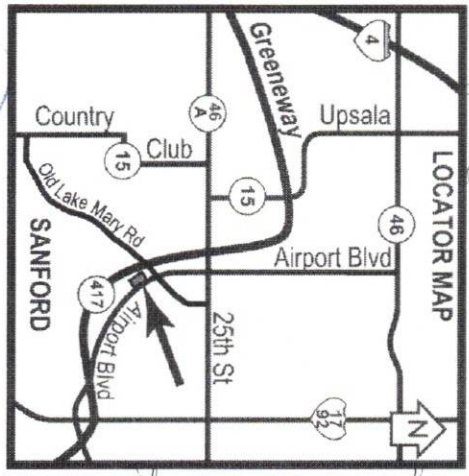
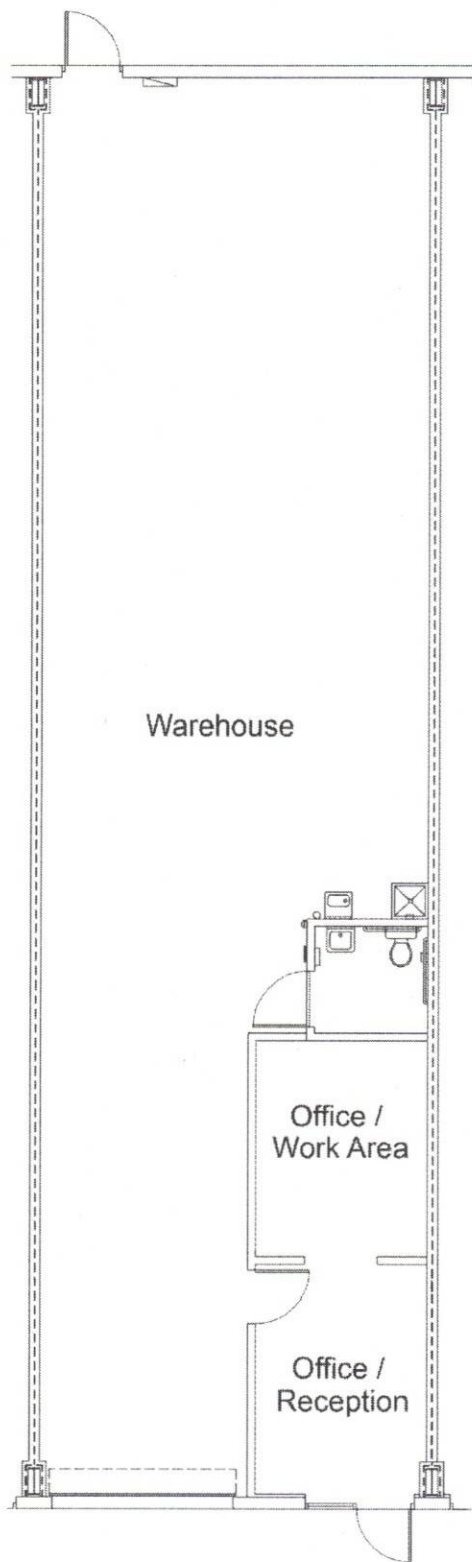


EXHIBIT A-1



Building 4 1287 West Airport Blvd

- 1,760± SF
- 2 offices / work areas
- 1 restroom
- Remainder is warehouse

wag