

**FIRST AMENDMENT TO SHORT TERM LEASE AGREEMENT BETWEEN
SEMINOLE COUNTY AND THOMAS B. BALL, III, L.L.L.P.
(For use by Florida Department of Health – Seminole for COVID-19 Response)**

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

W I T N E S S E T H:

WHEREAS, Thomas B. Ball, III, L.L.L.P. and COUNTY entered into the above referenced Short Term 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, the parties desire to amend the Short Term Lease Agreement 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”); and

WHEREAS, the EM & IS will utilize the building/warehouse for the purpose of storing critical Information Services and Radio Telecommunication equipment storage, space for testing of equipment, and installation of vehicle/equipment utilizing fiber connection at facility.

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

1. The title of the Short Term Lease Agreement will hereinafter, be known as:

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SEMINOLE COUNTY AND THOMAS B. BALL, III, L.L.L.P.**

(For use by Emergency Management and Information Services)

2. Section 2 of the Short Term Lease Agreement is amended to read as follows:

Section 2. Term. FDOH will leave the premises on June 30, 2023, and EM & IS will start occupancy July 1, 2023. The term of this Short Term Lease Agreement commences July 1, 2023, notwithstanding the date of signature by the parties and runs until June 30, 2024, unless sooner terminated as provided below. This Short Term Lease Agreement will auto renew for an additional six (6) month period until either party notifies the other of the intent to terminate the agreement with 90 days' written notice.

3. Section 3 of the Short Term Lease Agreement is amended to read as follows:

Section 3. Rental. Current monthly rent of \$5,000.00 will end June 30, 2023, and the new monthly rate of \$6,600.00 for rent will begin July 1, 2023. TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of SIX THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$6,600.00), payable on or before the first (1st) day of each calendar month with a ten (10) day grace period, starting July 1, 2023. The monthly rent will remain the same for the duration of the Lease.

4. Section 17 of the Short Term Lease Agreement is amended to read as follows:

Section 17. Termination. Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such

sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

5. Exhibit A of the Short Term Lease Agreement is deleted and replaced by the new Site Plan for 1100 Central Park Drive, Units 400 & 500, Sanford, FL 32771, attached to this First Amendment as Exhibit A.

6. Except as modified by this First Amendment, all terms and conditions of the original Short Term Lease Agreement remain in full force and effect for the term of the Short Term Lease Agreement.

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

ATTEST:

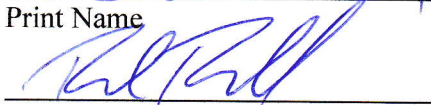
THOMAS B. BALL, III, L.L.L.P.
a Florida Limited Partnership



Witness

Janet Ball

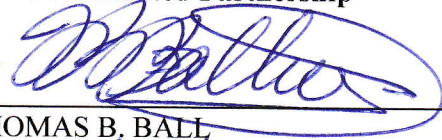
Print Name



Witness

Brad Ball

Print Name

By: 

THOMAS B. BALL

Date: 5/10/23

[Signature page continues on Page 4.]

ATTEST:

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

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of Semi-
County Commissioners at its _____,
2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit "A" – Leased Premises

DWM/kly
5/4/23

T:\Users\Legal Secretary CSB\Public Safety\2022\T. Ball 1am Lease Agreement (for EM & IS) May1(23).docx



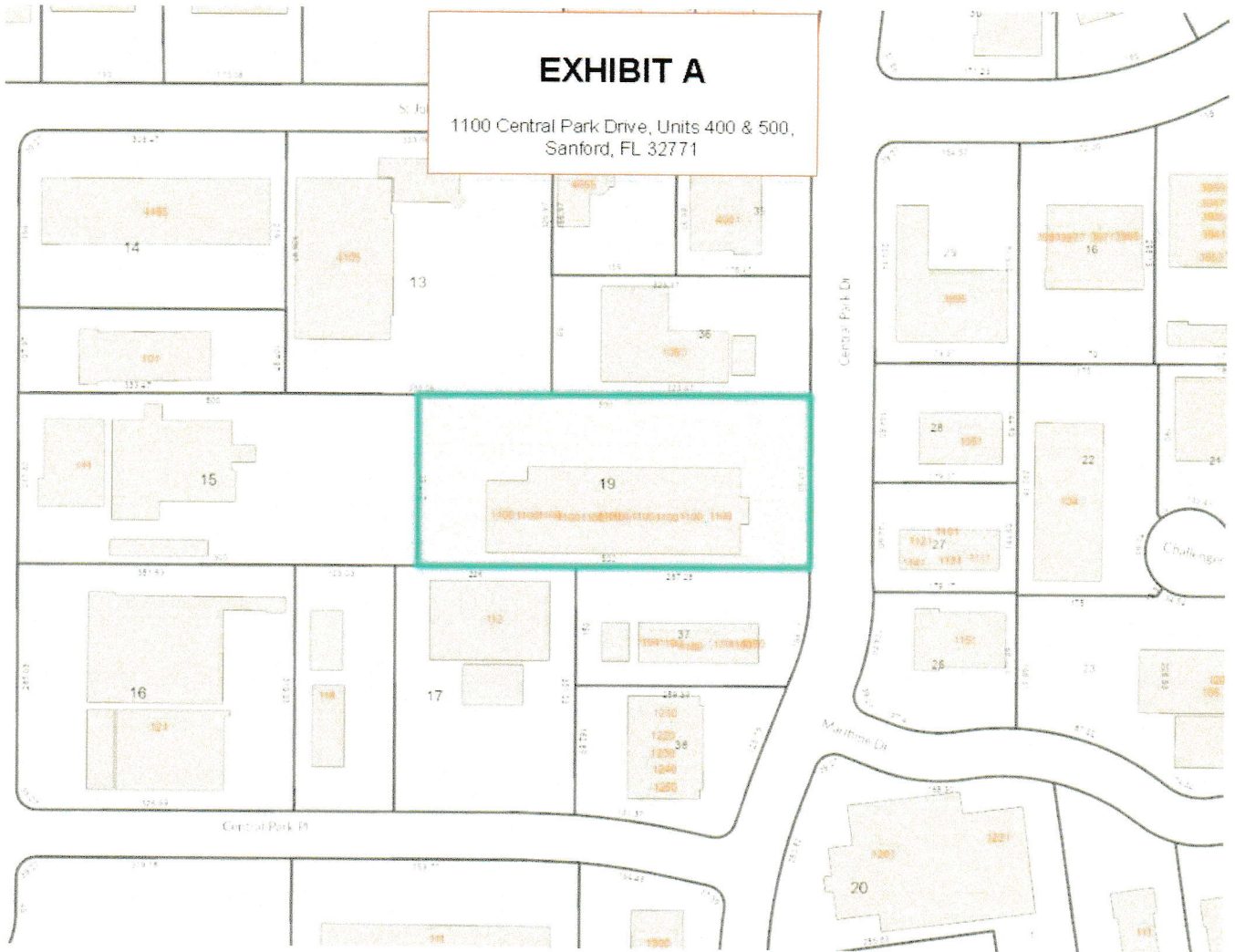


Exhibit A
Short Term Lease
Thomas B. Ball, III, LLLP / Seminole County for use by EM & IS