

**FINAL RENEWAL AND TWELFTH AMENDMENT OF THE SEMINOLE COUNTY
HEALTH DEPARTMENT LEASE**

THIS FINAL RENEWAL AND TWELFTH AMENDMENT OF THE SEMINOLE COUNTY HEALTH DEPARTMENT LEASE is dated as of the ____ day of _____ 20____, and is to that Lease 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, March 2, 2020, February 23, 2021, February 13, 2024 and January 28, 2025, by and between **PYENSA LLC**, a Florida limited liability company, whose address is 2401 West 72 Street, 1, Hialeah, Florida 33016, in this Final Renewal and Twelfth 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 Final Renewal and Twelfth Amendment referred to as “**TENANT**”.

WITNESSETH:

WHEREAS, **LANDLORD** and **TENANT** entered into the above referenced Lease 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, March 2, 2020, February 23, 2021, February 13, 2024 and January 28, 2025 for the lease of certain property (collectively the original agreement and all amendments are referred to as the “Lease”); and

WHEREAS, the Lease, as previously amended, provides for three (3) renewal periods each consisting of a one (1) year term. These renewal periods begin, respectively, on March 1, 2024, March 1, 2025, and March 1, 2026; and

WHEREAS, the parties desire to renew the Lease to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, the parties also desire to amend the Lease 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, and

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

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

1. Pursuant to Section 3 of the Lease, as previously amended, the Lease is hereby renewed for the term of one (1) year from March 1, 2026 to February 28, 2027.

2. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the final renewal term, which extends from March 1, 2026 through February 28, 2027, will increase to an annual rent of \$62,268.00 or a monthly rate of \$5,189.00.

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

Section 22. NOTICES Whenever either party desires to give notice to the other, notice shall be sent as follows:

For LANDLORD:

Pyensa LLC
c/o Heritage Management, LLC
2605 SW 33rd Street, Building 200
Ocala, Florida 34471

For TENANT:

Contracts and Leasing Coordinator
Real Estate Management
1101 E. First Street
Sanford, Florida 32771

4. Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion of labor or services. In accordance with said Florida Statutes, a Human Trafficking Affidavit is attached hereto as Exhibit 'A' for execution by Pyensa LLC or its designated agent.


5. Except as modified by this Final Renewal and Twelfth Amendment, all terms and conditions of the Lease will remain in full force and effect for the term of this Final Renewal and Twelfth Amendment, as originally set forth in the Lease or any previously executed Amendment.

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

WITNESSES:


SIGNATURE

Gabe Niccum
PRINT NAME


SIGNATURE

Alejandro Rodriguez
PRINT NAME

PYENSA LLC, a Florida limited liability company

By: HERITAGE MANAGEMENT, LLC
Its Agent

By: 
PRESTON KIRKPATRICK
Manager

10/30/25
Date

The remainder of this page has been left intentionally blank.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, 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

AFL\sf
10/30/2025
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Exhibit 'A' - Human Trafficking Affidavit



EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Pyense LLC by Heritage Management LLC (Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Preston Kirkpatrick
Signature

10/30/25
Date

Preston Kirkpatrick
Print Name, Title

STATE OF Florida
COUNTY OF Manon

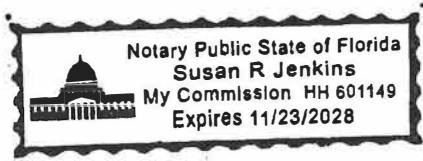
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of October, 2025, by Preston Kirkpatrick as Agent, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Susan R. Jenkins
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____

My commission expires: _____



**FIFTH RENEWAL AND ELEVENTH AMENDMENT OF THE SEMINOLE COUNTY
HEALTH DEPARTMENT LEASE**

**THIS FIFTH RENEWAL AND ELEVENTH AMENDMENT OF THE SEMINOLE
COUNTY HEALTH DEPARTMENT LEASE** is dated as of the 28 day of January
2025, and is to that Lease 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, March 2, 2020, February 23, 2021 and February 13, 2024 by and between
PYENSA LLC, a Florida limited liability company, whose address is 2401 West 72 Street, 1,
Hialeah, Florida 33016, in this Fifth Renewal and Eleventh 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, Flor-
ida 32771, in this Fifth Renewal and Eleventh Amendment referred to as “TENANT”.

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease 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, March 2, 2020, February
23, 2021 and February 13, 2024 for the lease of certain property (collectively the original and all
amendments are referred to as the “Lease”); and

WHEREAS, the Lease, as previously amended, provides for three (3) renewal periods each
consisting of a one (1) year term beginning on March 1, 2024; and

WHEREAS, the parties desire to renew the Lease 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; and

Fifth Renewal and Eleventh Amendment of the Seminole County Health Department Lease
Page 1 of 3

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/29/2025 16:22:32 -05:00
eCertified Id: 23E1-7DA3-0253
Page 1 of 3

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


1. Pursuant to Section 3 of the Lease, as previously amended, the Lease is hereby renewed for the term of one (1) year from March 1, 2025 to February 28, 2026.

2. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from March 1, 2025 through February 28, 2026, will increase by 2.9% percent based on the June CPI. The parties further acknowledge and agree the current rate of \$14.05 per square foot will increase to \$14.45 per square foot. This results in an annual rent of \$60,690.00 or \$5,057.50 per month.

3. Except as modified by this Fifth Renewal and Eleventh Amendment, all terms and conditions of the Lease will remain in full force and effect for the term of this Fifth Renewal and Eleventh Amendment, as originally set forth in the Lease or any previously executed Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth Renewal and Eleventh Amendment for the purposes stated above.

WITNESSES:



SIGNATURE

Gabe Niccum

PRINT NAME



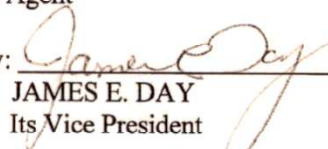
SIGNATURE

Diane Glover

PRINT NAME

PYENSA LLC, a Florida limited liability company

By: HERITAGE MANAGEMENT CORP, a Florida Corporation
Its Agent

By: 
JAMES E. DAY
Its Vice President

12/31/24
Date

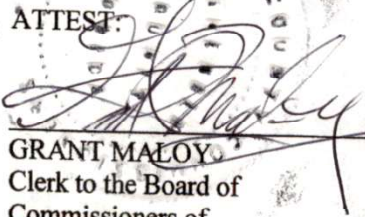
Fifth Renewal and Eleventh Amendment of the Seminole County Health Department Lease
Page 2 of 3

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



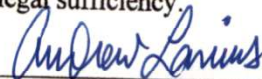
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eCertified at 01/29/2025 16:22:32 -05:00
eCertified Id: 23E1-7DA3-0253
Page 2 of 3

ATTEST:


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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

AFL/sfa

10/28/2024

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
JAY ZEMBOWER, Chairman

Date: JAN 28 2025

As authorized for execution by the Board of
County Commissioners at its 1-28,
20 25, regular meeting.

Fifth Renewal and Eleventh Amendment of the Seminole County Health Department Lease
Page 3 of 3

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 01/29/2025 16:22:32 -05:00
eCertified Id: 23E1-7DA3-0253
Page 3 of 3

**FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE COUNTY
HEALTH DEPARTMENT LEASE**

**THIS FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE
COUNTY HEALTH DEPARTMENT LEASE** is dated as of the 13th day of February
2024, and is to that Lease 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, March 2, 2020 and February 23, 2021, by and between **PYENSA LLC**,
a Florida limited liability company, whose address is 2401 West 72 Street, 1, Hialeah, Florida
33016, in this Fourth Renewal and Tenth 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
Fourth Renewal and Tenth Amendment referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease 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, March 2, 2020 and
February 23, 2021, for the lease of certain property (collectively the original and all amendments
are referred to as the "Lease"); and

WHEREAS, the Lease, as amended, provides for three (3) renewal periods each consisting
of a one (1) year term beginning on March 1, 2024; and

WHEREAS, the parties desire to renew the Lease 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; and

Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 1 of 4



WHEREAS, the Seminole County Community Services Department no longer uses the Leased Premises and the Lease should be amended to reflect this fact; and

WHEREAS, the hold harmless section of the Lease should be amended to reflect current law.

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

1. Pursuant to Section 3 of the Lease, the Lease is renewed for the term of one (1) year from March 1, 2024 to February 28, 2025.

2. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from March 1, 2024 through February 28, 2025, will increase by three (3%) percent based on the June CPI which was 3.0%. The parties further acknowledge and agree the current rate of \$13.64 per square foot will increase to \$14.05 per square foot. This results in an annual rent of \$59,010.00 or \$4,917.50 per month.

3. Section 8 of the Lease is deleted and replaced with the following:

8. USE OF LEASED PREMISES. TENANT will have the exclusive use of the Leased Premises for the Seminole County Department of Health and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of the Leased Premises or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

4. Section 14 of the Lease is deleted and replaced with the following:

14. HOLD HARMLESS.

(a) TENANT expressly acknowledges and accepts its responsibility under applicable law,

Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 2 of 4



and to the extent permitted by law, agrees to indemnify, defend and hold LANDLORD harmless for loss, damage, or injury to person or property, arising out of or resulting from the fault or negligence of TENANT, its servants, agents, employees or assigns, in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of LANDLORD, its servants, agents, employees, or assigns. The provisions and limitations of Section 768.28 Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(b) LANDLORD expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold TENANT harmless for loss, damage, or injury to persons or property, arising out of or resulting from the fault or negligence of LANDLORD, its servants, agents, employees or assigns in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of TENANT, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both LANDLORD and TENANT and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida.

5. The reference to "Community Services" in the title of the Lease documents is deleted.

6. Except as modified by this Fourth Renewal and Tenth Amendment, all terms and conditions of the Lease, will remain in full force and effect for the term of this Fourth Renewal and

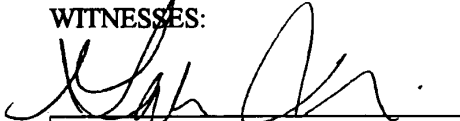
Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
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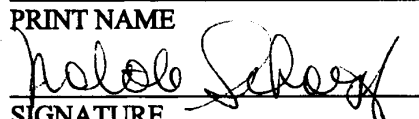
Tenth Amendment, as originally set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fourth Renewal and Tenth Amendment for the purposes stated above.

WITNESSES:


SIGNATURE

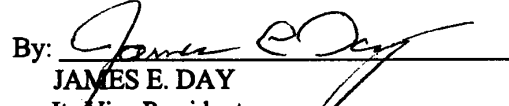
Nate Niccum
PRINT NAME


SIGNATURE

NATLIE SCHOEPF
PRINT NAME

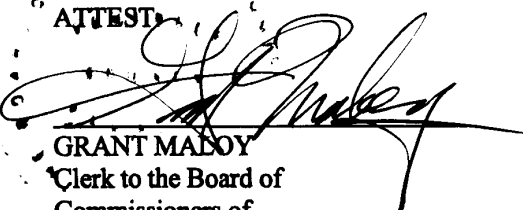
PYENSA LLC, a Florida limited liability company

By: HERITAGE MANAGEMENT CORP, a Florida Corporation
Its Agent

By: 
JAMES E. DAY
Its Vice President

Date 1/24/24

ATTEST:


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


BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
JAY ZEMBOWER, Chairman

Date: 2/13/24

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 Feb. 13,
2024, regular meeting.

DGS/sfa
01/22/2024

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Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 4 of 4

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 02/14/2024 13:14:00 -05:00
eCertified Id: 31DE-9BB5-7A3N
Page 4 of 4

**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 33rd 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 33rd 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

THE CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
GRANT MALLOY
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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**FINAL RENEWAL AND EIGHTH AMENDMENT TO SEMINOLE COUNTY HEALTH
DEPARTMENT AND COMMUNITY SERVICES LEASE**

THIS FINAL RENEWAL AND EIGHTH 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, and February 26, 2019, between **PYENSA LLC**, a Florida limited liability company, whose address is 20 North Orange Avenue, Suite 1100, Orlando, Florida 32801, in this Final Renewal and Eighth 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 Final Renewal and Eighth Amendment referred to as “**TENANT**.”

W I T N E S S E T H:

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, and February 26, 2019, for the lease of certain property (collectively the original and all amendments in this Final Renewal and Eighth Amendment are referred to as the “Lease”); and

WHEREAS, the parties desire to renew and 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 this Final Renewal and Eighth Amendment, the parties agree to amend the Lease as follows:

1. **RENEWAL.** Pursuant to Section 3 of the Lease, the Lease is hereby renewed for the term of one (1) year from February 29, 2020 through February 28, 2021, unless terminated sooner as provided for in the Lease. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from February 29, 2020 through February 28, 2021 will be \$4,478.84 per month.

2. Section 22 of the Lease concerning notices is amended as follows:

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

For LANDLORD:

Pyensa LLC
20 North Orange Avenue, Suite 1100
Orlando, Florida 32801

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.

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

4. The Effective Date of this Final Renewal and Eighth Amendment will be the date when the last party has properly executed this Final Renewal and Eighth Amendment as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:



SIGNATURE

Oscar Rodriguez

PRINT NAME

SIGNATURE

Emma Minaya

PRINT NAME

PYENSA LLC, A FLORIDA LIMITED
LIABILITY COMPANY

By: 

RODOLFO MINAYA, Manager

Date: 12/17/19

[Balance of this page intentionally blank; signatory page continues on Page 4.]

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.

David G. Shields
County Attorney

DGS/dre

2/19/20

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

JAY ZEMBOWER, Chairman

Date:

3-02-2020

As authorized for execution by the Board of
County Commissioners at its 2/25,
2020, regular meeting.

**SECOND RENEWAL AND SEVENTH AMENDMENT TO SEMINOLE COUNTY HEALTH
DEPARTMENT AND COMMUNITY SERVICES LEASE**

THIS SECOND RENEWAL AND SEVENTH 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, and February 13, 2018, between **PYENSA LLC**, a Florida limited liability company, whose address is c/o B Live Real Estate, 9401 Skiles Court, Windermere, Florida 34786, in this Second Renewal and Seventh 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 Second Renewal and Seventh 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, and February 13, 2018, for the lease of certain property (collectively the original and all amendments in this Seventh Amendment are referred to as the "Lease"); and

WHEREAS, the parties desire to renew and 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 this Second Renewal and Seventh Amendment, the parties agree to amend the Lease as follows:

1. **RENEWAL.** Pursuant to Section 3 of the Lease, the Lease is hereby renewed for the term of one (1) year from March 1, 2019 through February 28, 2020, unless terminated sooner as provided for in the Lease and may, at the sole option of the TENANT, be renewed for one (1) additional one (1) year term. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from March 1, 2019 through February 28, 2020 will be \$12.62 per square foot, resulting in an annual rent of \$53,004.00 or \$4,417.00 per month.

2. Section 5 is deleted in its entirety and replaced with the following:

Section 5. Utilities, Janitorial Service, Repair and Maintenance. During the term of this Lease, LANDLORD shall provide the following services to TENANT at the Leased Premises at LANDLORD's expense:

(a) 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).

(b) Pest control.

(c) Trash removal.

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

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


4. The Effective Date of this Second Renewal and Seventh Amendment will be the date when the last party has properly executed this Second Renewal and Seventh Amendment as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have executed this Second Renewal and Seventh Amendment for the purposes stated above.


WITNESSES:




SIGNATURE



PRINT NAME



SIGNATURE




PRINT NAME

PYENSA LLC A FLORIDA LIMITED
LIABILITY COMPANY

By: 

RODOLFO MINAYA, Manager

Date:  1/18/19

[Balance of this page intentionally blank; signatory page continues on Page 4.]

THE BOARD
ATTEST:
FLORIDA COUNTY COMMISSIONERS
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 02/26/2019

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

David P. Shultz
County Attorney

As authorized for execution by the Board of
County Commissioners at its February 26,
2019, regular meeting.

DGS/dre
12/18/18

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**FIRST RENEWAL AND SIXTH AMENDMENT TO SEMINOLE COUNTY HEALTH
DEPARTMENT AND COMMUNITY SERVICES LEASE**

THIS FIRST RENEWAL AND SIXTH AMENDMENT is made and entered and is to that certain Lease made and entered into on the 5th day of February, 2005, as amended December 24, 2009, June 25, 2013, September 23, 2014, February 16, 2015 and April 25, 2017, between **PYENSA LLC**, a Florida limited liability company, whose address is C/o B Live Real Estate, 9401 Skiles Court, Windermere, Florida 34786, in this First Renewal and Sixth 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 Renewal and Sixth 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, and April 25, 2017, for the lease of certain property (collectively the original and all amendments are in this Sixth Amendment referred to as the "Lease"); and

WHEREAS, the parties desire to renew and 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,

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Devi Porter DEPUTY CLERK

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

1. **RENEWAL.** The Lease is hereby renewed for the term of one (1) year from March 1, 2018 through February 28, 2019, unless terminated sooner as provided for in the Lease and may, at the sole option of the TENANT, be renewed for two (2) additional one (1) year terms.

2. Section 22 of the Lease concerning notices is amended as follows:

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

For LANDLORD:

Pyensa LLC
c/o B Live Real Estate
9401 Skiles Court
Windermere, Florida 34786



For TENANT:

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

A handwritten signature, likely of the tenant, written in black ink.

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

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

4. The Effective Date of this First Renewal and Sixth Amendment will be the date when the last party has properly executed this First Renewal and Sixth Amendment as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:

SIGNATURE

Rodolfo Minaya
PRINT NAME

Rodolfo Minaya
SIGNATURE

PRINT NAME

Pyensa LLC, a Florida Limited Liability Company

By:

RODOLFO MINAYA, Manager

Date:

01/05/18

ATTEST:

Grant Maloy
GRANT MALOY

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

John Horan
JOHN HORAN, Chairman

Date:

2/13/18

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

David A. Ebel
County Attorney

As authorized for execution by the Board of
County Commissioners at its Feb 13,
20 18, regular meeting.

DGS/dre
12/11/17

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

THIS FIFTH AMENDMENT is to that certain Lease made and entered into on the 2nd day of February, 2005, between **PYENSA LLC**, a Florida limited liability company, whose address is C/o B Live Real Estate, 6735 Conroy Windermere Road, Suite 220, Orlando, Florida 32835, in this Fifth 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 Fifth Amendment referred to as "TENANT."


WITNESSETH:

WHEREAS, TENANT and The Greater Construction Corporation, a Florida corporation, entered into the above referenced Lease on February 2, 2005, which was subsequently amended December 24, 2009, June 25, 2013, September 23, 2014, and February 16, 2015, for the lease of certain property (collectively the original and all amendments are in this Fifth Amendment referred to as the "Lease"); and

WHEREAS, Greater Properties, Inc. acquired title to the leased property after separating from its parent company, The Greater Construction Corporation; and

WHEREAS, J.A.B. Shopping Center II, LLC acquired title to the leased property from Greater Properties, Inc. by a Special Warranty Deed effective January 8, 2015, and recorded in Official Records Book 8399, pages 1945-1948 of the public records of Seminole County on January 21, 2015; and

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Kyla Spencer DEPUTY CLERK



WHEREAS, Greater Properties, Inc. assigned its interest in the Lease to J.A.B. Shopping Center II, LLC by an Assignment of Leases and Rents dated January 8, 2015, a copy of which was attached to the Fourth Amendment to this Lease; and

WHEREAS, LANDLORD acquired title to the leased property from J.A.B. Shopping Center II, LLC by a Special Warranty Deed effective February 8, 2017; and

WHEREAS, J.A.B. Shopping Center II, LLC assigned its interest in the Lease to LANDLORD by an Assignment and Assumption of Leases dated February 8, 2017, a copy of which is attached as Exhibit 1 and is incorporated by reference in this Fifth Amendment to Seminole County Health Department and Community Services Lease ("Fifth Amendment"); and

WHEREAS, the Lease was amended on September 23, 2014 to provide for an original term from March 1, 2005 until February 28, 2018 and three additional renewal periods each consisting of a one year term; and

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

WHEREAS, the parties agree the Lease should be amended to reflect the new identity of LANDLORD,

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

1. The foregoing recitals are true and correct and form a material part of this Fifth Amendment and the Lease upon which the parties have relied.
2. All references to LANDLORD in the Lease henceforth mean Pyensa LLC, as described in the preamble of this Fifth Amendment.

3. Section 22 of the Lease concerning notices is amended as follows:

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

For LANDLORD:

Pyensa LLC
c/o B Live Real Estate
Attn: Oscar Rodriguez, Property Manager
6735 Conroy Windermere Road
Suite 220
Orlando, FL 32835

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.

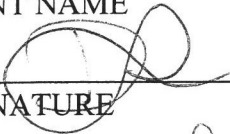
4. Except as modified by this Fifth Amendment, all terms and conditions of the Lease remain in full force and effect, as previously set forth in the Lease as previously amended.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this Fifth Amendment.

WITNESSES:


SIGNATURE

Oscar Rodriguez
PRINT NAME


SIGNATURE

Daniela Ledo
PRINT NAME

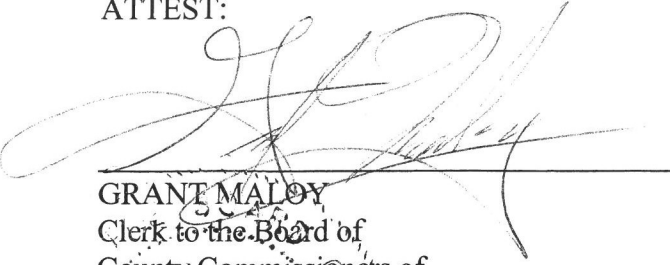
Pyensa LLC, a Florida Limited Liability Company

By: 
RODOLFO MINAYA, Manager

Date: 03/20/17

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 

JOHN HORAN, Chairman

Date: 4/25/17

As authorized for execution by the Board of
County Commissioners at its Apr. 25,
2017, regular meeting.

DGS/dre

02/13/17

Attachment:

Exhibit 1 - Assignment and Assumption of Leases dated February 8, 2017

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EXHIBIT 1

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made and entered into as of this 8 day of February, 2017 ("Effective Date"), by and between **J.A.B. SHOPPING CENTER II, LLC, a Florida limited liability company** ("Assignor"), and **PYENSA LLC, a Florida Limited Liability Company**.

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Commercial Contract ("**Contract**") with an effective date of September 16, 2016, which was amended by a First Amendment to Commercial Contract dated September 29, 2016; a Second Amendment to Commercial Contract dated October 14, 2016; and a Third Amendment to Commercial Contract dated November 8, 2016 (collectively, the "**Contract**"), wherein Assignor agreed to sell to Pyensa LLC (the "**Assignee**"), the real property described on **Exhibit "A"** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, under the terms of the Contract, Assignor is to assign to Assignee all of its right, title, and interest in and to certain leases relating to the Property (collectively, the "**Leases**"), and the rents payable by the tenants under the Leases ("**Rents**").

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitations are true, correct and accurate, and are incorporated herein by reference.
2. As of the Effective date, Assignor hereby assigns, transfers and conveys

to Assignee, all of Assignor's right, title and interest in, of and to the Leases and the Rents, and Assignee hereby accepts from Assignor such assignment, transfer and conveyance of all of Assignor's right, title and interest in, of and to the Leases, which are listed and described on **Exhibit "B"** attached hereto and made a part hereof, and to the Rents.

3. From and after the effective Date, Assignee agrees to assume, be bound by and perform such duties, responsibilities and obligations of Assignor in connection with the Leases and the Rents.

4. This Assignment shall also convey unto the Assignee all rights of Assignor as to any prepayments, whether of rent or otherwise heretofore made pursuant to the Leases, together with all rights, actions, and causes of action, against the tenant by Assignor under the Leases, any security deposits, guarantees, and any sums accruing under the Leases from and after the Effective Date.

5. Assignor and Assignee each agree to perform, execute, acknowledge and deliver and cause to be performed, executed acknowledged and delivered all such further acts, assignments, transfers, conveyances and assurances as shall reasonably be requested of it, and to cooperate with one another in good faith, in order to carry out this Assignment and give effect hereto.

6. Assignor shall indemnify and hold harmless Assignee from and against any and all actions, claims, suits, liabilities, proceedings, penalties, fines, costs and expenses (plus all reasonable attorneys' fees, including those incurred on appeal) arising prior to the Effective Date relating to the Leases. Assignee shall indemnify and hold harmless Assignor from and against any and all actions, claims, suits, liabilities, proceedings, penalties, fines, costs and expenses (plus all reasonable attorneys' fees,

including those incurred on appeal) relating to the Leases and arising on or after the Effective Date.

7. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

8. This Assignment may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

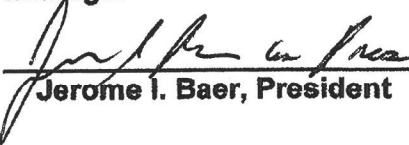
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

(SIGNATURE PAGES FOLLOW)

ASSIGNORS:

**J.A.B. SHOPPING CENTER II, LLC, a
Florida limited liability company**

**By: Baer's Furniture Co., Inc., a Florida
Corporation, its sole member and
manager**

By: 
Jerome I. Baer, President

ASSIGNEE:

**PYENSA LLC, a Florida limited
liability company**

By: _____

Rodolfo Minaya, Manager

EXHIBIT "A"

PROPERTY

The North 40 feet of the Southeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) and the South 337.31 feet of the Northeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) all in Section 21, Township 21 South, Range 30 East, Seminole County, Florida.

ALSO DESCRIBED AS:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida, lying in the centerline of Red Bug Lake Road run South $00^{\circ}05'11''$ West 965.52 feet along the East line of the Southwest 1/4 of said Section 21 to the Point of Beginning; thence continue South $00^{\circ}05'11''$ West 377.31 feet along said East line; thence run North $89^{\circ}11'20''$ West 544.459 feet along the South line of the North 40.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence run North $04^{\circ}47'04.5''$ East 258.739 feet along the Easterly Right-of-Way line of State Road 436; thence continue Northerly along said Easterly Right-of-Way line and the arc of a curve concave Westerly having a radius of 2010.06 feet; a central angle of $03^{\circ}23'59''$ and a chord of 119.25 feet that bears North $03^{\circ}05'05''$ East; thence run South $89^{\circ}11'20''$ East 517.03 feet along the South Right-of-Way line of Sausalito Boulevard to the Point of Beginning.

EXHIBIT B

SCHEDULE OF LEASES

GREATER MARKETPLACE BUILDING 2

[illegible]

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

THIS FOURTH AMENDMENT is to that certain Lease made and entered into on the 2nd day of February, 2005, between **J.A.B. SHOPPING CENTER II, LLC**, a Florida limited liability company, whose address is C/o Baer's Furniture Co., Inc., 1589 N.W. 12th Avenue, Pompano Beach, Florida 33069, hereinafter 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, hereinafter referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, TENANT and The Greater Construction Corporation, a Florida corporation, entered into the above referenced Lease on February 2, 2005, which was subsequently amended December 24, 2009 and June 25, 2013 and September 23, 2014, for the lease of certain property (collectively the original and all amendments are hereinafter referred to as the "Lease"); and

WHEREAS, Greater Properties, Inc. acquired title to the leased property after separating from its parent company, The Greater Construction Corporation; and

WHEREAS, LANDLORD acquired title to the leased property from Greater Properties, Inc. by a Special Warranty Deed effective January 8, 2015 and recorded in Official Records Book 8399, pages 1945-1948 of the public records of Seminole County on January 21, 2015; and

WHEREAS, Greater Properties, Inc. assigned its interest in the Lease to LANDLORD by an Assignment of Leases and Rents dated January 8, 2015, a copy of which is attached as Exhibit A and is incorporated by reference in this Fourth Amendment to Seminole County Health Department and Community Services Lease ("Fourth Amendment"); and

WHEREAS, the Lease was amended on September 23, 2014 to provide for an original term from March 1, 2005 until February 28, 2018 and three additional renewal periods each consisting of a one year term; and

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

WHEREAS, the parties agree the Lease should be amended to reflect the new identity of LANDLORD,

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

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

2. All references to LANDLORD in the Lease henceforth mean J.A.B. SHOPPING CENTER II, LLC, as described in the preamble of this Fourth Amendment.

3. Section 22 of the Lease concerning notices is amended as follows:

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

For LANDLORD:

J.A.B. Shopping Center II, LLC
C/o Baer's Furniture Co., Inc.
Attn: Ira Baer, Registered Agent
1589 N.W. 12th Avenue
Pompano Beach, Florida 33069

For TENANT:

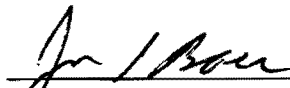
Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773

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

4. Except as modified by this Fourth Amendment, all terms and conditions of the
Lease remain in full force and effect, as previously set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the
purpose herein expressed.

WITNESSES:

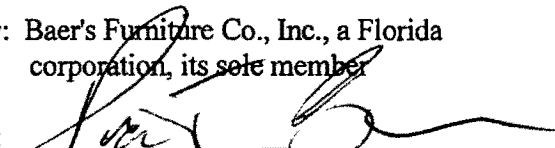


SIGNATURE
Jerome F Baer

PRINT NAME

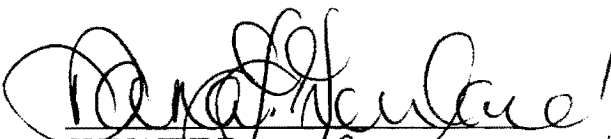
J.A.B. SHOPPING CENTER II, LLC
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida
corporation, its sole member

By: 

IRA BAER, Vice President

Date: 11/29/15



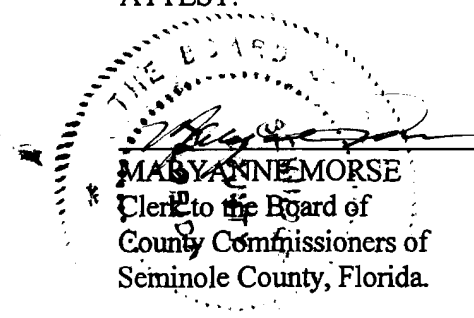
SIGNATURE
Donald A. Neuland

PRINT NAME

[Balance of this page intentionally left blank; signatory page continues on Page 4.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MAYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

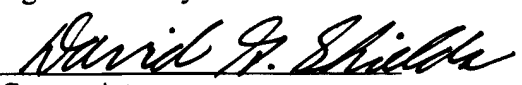
BREND A CAREY, Chairman

Date: _____

02-16-15

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its February 10,
2015, regular meeting.


County Attorney

DGS/dre
01/28/15

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EXHIBIT A

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is executed and delivered as of this 8th day of January, 2015 by GREATER PROPERTIES, INC., a Florida corporation ("Assignor") to and for the benefit of J.A.B. SHOPPING CENTER II, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has previously entered into various leases ("Leases") described in Exhibit "A" attached hereto (the "Rent Roll"), with respect to certain space located at 1006 through 1068 State Road 436 and 108 through 276 Sausalito Boulevard, Casselberry, Florida, more particularly described on Exhibit "B" attached hereto (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Leases and the rents, deposits held and other amounts owing by tenants thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as "landlord" or "lessor" in, to and under the Leases, and all rents, deposits held and other amounts owing by tenants thereunder. The deposits held are as listed in the Rent Roll. Assignee hereby accepts such assignment and assumes all obligations of the "landlord" under the Leases arising from and after the date of this Assignment.

2. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of (a) any obligation or liability of the landlord or lessor under the Leases which were to be performed or which became due during the period in which Assignor owned the Real Property, and (b) any obligation or liability of landlord or lessor under the Leases arising after the date hereof relating to acts or omissions occurring prior to the date hereof during the period Assignor owned the Real Property.

3. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Leases which arise on or after the date hereof and agrees to perform all obligations of Assignor under the Leases which are to be performed or which become due on or after the date hereof (except those obligations for which Assignee is indemnified pursuant to Section 2 above for which Assignor shall remain liable and except for those obligations arising due to acts or omissions occurring prior to the date hereof).

4. Indemnity by Assignee. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any obligations or liability of the landlord or lessor under the Leases arising on or after the date upon which the Leases are assumed by Assignee hereunder. Assignee shall be released from its obligations under this Section 4 on the date

Assignee conveys the Real Property to another party and such other party assumes the obligations of Assignee as landlord under the Leases.

5. Representations and Warranties. Assignor hereby represents and warrants to Assignee (a) that it has full power and authority to assign the Leases to Assignee, (b) that the Leases are in full force and effect and have not been modified or amended in any manner whatsoever, except as disclosed to Assignee, and (c) all right, title and interest of Assignor in and to the Leases is free and clear of any and all claims, liens and encumbrances whatsoever and that it does warrant and will forever defend the same against the claim or claims of all persons whomsoever.

6. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

7. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

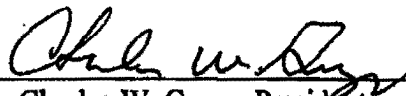
8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"ASSIGNOR"

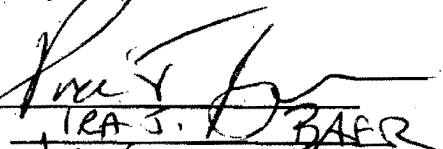
GREATER PROPERTIES, INC., a Florida corporation

By: 
Charles W. Gregg, President

"ASSIGNEE"

J.A.B. SHOPPING CENTER II, LLC,
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida corporation, its sole member

By: 
Name: TRAVIS BAER
Title: V.P. / CEO

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"ASSIGNOR"


GREATER PROPERTIES, INC., a Florida corporation

By: _____
Charles W. Gregg, President

"ASSIGNEE"

J.A.B. SHOPPING CENTER II, LLC,
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida corporation, its sole member

By: 
Name: IRA J. BAER
Title: Vice President

Rent Roll

[illegible]

EXHIBIT "B"

GREATER MARKET PLACE I:

TOTAL PARCEL:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida, lying in the centerline of Red Bug Lake Road; run South 00°05'11" West along the East line of the Southwest 1/4 of said Section a distance of 52.0 feet to the Point of Beginning; thence continue South 00°05'11" West along said East line of the Southwest 1/4 a distance of 867.52 feet to the North Right-of-Way line of Sausalito Blvd; thence run North 89°11'20" West along said Right-of-Way line a distance of 516.59 feet to the Easterly Right-of-Way line of State Road 436; thence run Northerly along said Right-of-Way to the left along a curve having a radius of 2010.08 feet and a chord bearing of North 09°48'53" West, a distance of 653.81 feet along the arc; thence run to the right along a curve having a radius of 1738.67 feet and a chord bearing of North 01°19'52" West a distance of 113.24 feet along the arc; thence run North 00°32'09" East 115.21 feet to the South Right-of-Way line of Red Bug Lake Road; thence run South 89°07'41" East along said Right-of-Way as recorded in Book 1020, Page 94, of the Official Records of Seminole County, Florida, a distance of 630.43 feet to the Point of Beginning; LESS the North 103.0 feet of the East 105.0 feet of the above described land. Included within the Total Parcel, but not constituting the whole of the Total Parcel, are the following Parcels A, B and C:

PARCEL A:

From the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 21 South, Range 30 East, run North 00°05'11" East 842.81 feet to the Point of Beginning; thence continue North 00°05'11" East 246.00 feet; thence North 89°07'41" West 630.58 feet to a point on the Easterly Right-of-Way line of Semoran Boulevard (S.R. 436), said point being a point on a curve concave Easterly having a radius of 1738.67 feet, a central angle of 01°31'48" and a chord bearing South 02°25'52" East; thence along the arc of said curve 46.42 feet to a point on the Easterly Right-of-Way line of Semoran Boulevard (S.R. 436) said point being a point on a curve concave Westerly and having a radius of 2010.06 feet, a central angle of 05°57'13" and a chord bearing South 16°09'21" East; thence along the arc of said curve 208.87 feet to a point on a curve; thence run South 89°07'41" East 570.13 feet to the POINT OF BEGINNING.

PARCEL B:

Commencing at a bolt in the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida lying in the centerline of Red Bug Lake Road; run South 00°05'11" West along the East line of the Southwest 1/4 of said Section a distance of 52.0 feet to a point on the South Right-of-Way line of Red Bug Lake Road; thence run North 89°07'41" West along said Right-of-Way a distance of 481.00 feet to the Point of Beginning; thence run South 00°32'09" West 182.00 feet; thence run North 89°07'41" West 148.15 feet to a point on a curve on the East line of Winter Park Drive, said curve being concave Easterly having a radius of 1738.67 feet, a

central angle of $02^{\circ}12'07''$ and a chord that bears North $00^{\circ}33'54''$ West; thence run Northerly along said East line and the arc of said curve 66.82 feet; thence continuing along said East line run North $00^{\circ}32'09''$ East 115.21 feet to the South Right-of-Way line of said Red Bug Lake Road; thence run South $89^{\circ}07'41''$ East 149.43 feet along said Right-of-Way line to the Point of Beginning.

PARCEL C:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida lying in the centerline of Red Bug Lake Road; run South $00^{\circ}05'11''$ West along the East line of the Southwest 1/4 of said Section a distance of 919.52 feet to the North Right-of-Way line of Sausalito Boulevard; thence run North $89^{\circ}11'20''$ West along said Right-of-Way line a distance of 318.32 feet to the Point of Beginning; thence continue North $89^{\circ}11'20''$ West along said North Right-of-Way line 198.27 feet to the Easterly Right-of-Way line of State Road 436; thence run Northerly 135.00 feet along the arc of a curve concave Westerly, having a radius of 2010.08 feet, a central angle of $03^{\circ}50'53''$ and a chord that bears North $02^{\circ}25'14''$ West; thence run South $89^{\circ}11'20''$ East 229.49 feet; thence run South $00^{\circ}05'11''$ West 109.44 feet; thence run Southwesterly 39.59 feet along the arc of a curve concave Northwesterly, having a radius of 25.00 feet, a central angle of $90^{\circ}43'27''$ and a chord that bears South $45^{\circ}26'57''$ West to the Point of Beginning.

GREATER MARKET PLACE II:

The North 40 feet of the Southeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) and the South 337.31 feet of the Northeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) all in Section 21, Township 21 South, Range 30 East, Seminole County, Florida.

ALSO DESCRIBED AS:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida, lying in the centerline of Red Bug Lake Road run South $00^{\circ}05'11''$ West 965.52 feet along the East line of the Southwest 1/4 of said Section 21 to the Point of Beginning; thence continue South $00^{\circ}05'11''$ West 377.31 feet along said East line; thence run North $89^{\circ}11'20''$ West 544.459 feet along the South line of the North 40.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence run North $04^{\circ}47'04.5''$ East 258.739 feet along the Easterly Right-of-Way line of State Road 436; thence continue Northerly along said Easterly Right-of-Way line and the arc of a curve concave Westerly having a radius of 2010.06 feet; a central angle of $03^{\circ}23'59''$ and a chord of 119.25 feet that bears North $03^{\circ}05'05''$ East; thence run South $89^{\circ}11'20''$ East 517.03 feet along the South Right-of-Way line of Sausalito Boulevard to the Point of Beginning.

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

THIS THIRD AMENDMENT is made and entered into and is to that certain Lease made and entered into on February 2, 2005, as amended December 24, 2009 and June 25, 2013, between **GREATER PROPERTIES, INC.**, whose address is 1033 State Road 436, Suite 121, Casselberry, Florida 32701, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on February 2, 2005, as amended December 24, 2009 and June 25, 2013, for the lease of a certain building located at 132 Sausalito Boulevard, Casselberry, Florida; and

WHEREAS, the parties desire to amend the Lease so as 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,

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

1. Section 3 of the Lease is amended to read:

Section 3. Term. The term of this Lease commenced on March 1, 2005 and will continue until February 28, 2018, 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, 2018.

2. Section 4 of the Lease is amended to read:

Section 4. Rental.

(a) This subsection 4(a) provides for the calculation of rental payments for the part of the Lease Term beginning March 1, 2005 and ending September 30, 2014. TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) day of each calendar month for that calendar month in equal monthly installments. The rent is subject to an annual increase of three percent (3%). Each adjustment is effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments are calculated by multiplying the current annual rent by three percent (3%) 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

(b) This subsection 4(b) and subsection 4(c) provide for the calculation of rental payment for the part of the Lease term, including the optional extensions, beginning October 1, 2014 and ending February 28, 2021. Starting on October 1, 2014 and continuing through

February 28, 2018, 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 NO/100 DOLLARS (\$12.00) per square foot for a total of FIFTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$50,400.00) annually or FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00) 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 subsection 4(b) above is subject to change. Beginning on March 1, 2016 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 14 is deleted in its entirety and replaced with the following:

Section 14. Hold Harmless.

(a) TENANT expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold LANDLORD harmless for loss, damage, or injury to persons or property, arising out of or resulting from the fault or negligence of TENANT, its servants, agents, employees or assigns, in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of LANDLORD, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by TENANT of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2014), as this statute may be amended from time to time.

(b) LANDLORD expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold TENANT harmless for loss, damage, or injury to persons or property, arising out of or resulting from the fault or negligence of LANDLORD, its servants, agents, employees or assigns in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of TENANT, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both LANDLORD and TENANT and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws

of the State of Florida, nor as a waiver of sovereign immunity of TENANT beyond the waiver provided for in Section 768.28, Florida Statutes (2014), as this statute may be amended from time to time.

4. Section 22 is amended as follows:

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

For LANDLORD:

Greater Properties, Inc.
1033 State Road 436, Suite 121
Casselberry, FL 32701

For TENANT:

Public Works Department
Fleet and Facilities Management Division
205 West County Home Road
Sanford, FL 32773



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

5. Except as modified in this Third Amendment, all terms and conditions of the Lease remain in full force and effect for the term of the Lease, as originally set forth in this Lease.

6. The effective date of this Third Amendment will be when the last party has properly executed this Third Amendment as determined by the date set forth immediately below the respective signatories of the parties.

[Balance of this page intentionally left blank; signatory page follows.]

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes expressed above.

ATTEST:

GREATER PROPERTIES, INC.


SIMON D. SNYDER, Secretary

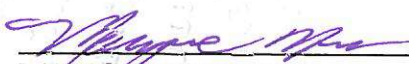
By: 
STEPHEN GALLAGHER, CFO Hampton, Conley V.P

(CORPORATE SEAL)

Date: 8/22/14

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: 
ROBERT DALLARI, Chairman

Date: 9.23.14

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County commissioners at its September 23,
2014, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre

08/13/14

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

THIS SECOND AMENDMENT is made and entered into this 25 day of June, 2013 and is to that certain Lease made and entered into on February 2, 2005 and as amended on December 24, 2009, between **GREATER PROPERTIES, INC.**, whose address is 1033 State Road 436, Suite 121, Casselberry, Florida 32701, hereinafter referred to as "LANDLORD", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on February 2, 2005 and as amended December 24, 2009, for lease of a certain building located at 132 Sausalito Boulevard, Casselberry, Florida; and

WHEREAS, TENANT has determined that it no longer needs the entire original leased space and desires to reduce this space from 9,372 square feet to 4,200 square feet; and

WHEREAS, LANDLORD is willing to accommodate TENANT's request for a reduction in the leased space; and

WHEREAS, the parties desire to amend the Lease so as 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,

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

1. Section 2 of the Lease is amended to read:

Section 2. Leased Premises. LANDLORD does hereby grant to TENANT and TENANT does hereby accept from LANDLORD the exclusive use and occupancy of 4,200 square feet on the first floor of the building located at 132 Sausolito Boulevard, Casselberry, Florida 33707. The Leased Premises consists of that space more particularly depicted on Exhibit "A" attached hereto as "To remain 4,200 ft²."

2. Section 4 of the Lease is amended to read:

Section 4. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent will be increased annually by three percent (3%). Each adjustment will be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments will be calculated by multiplying the current annual rent by three percent (3%) 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 February 28, 2015 - \$14.85 PSF
= \$ 5,197.50 per month

3. Except as herein modified, all terms and conditions of the Lease remain in full force and effect for the term of the Lease, as originally set forth in this Lease.

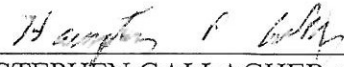
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


SIMON D. SNYDER, Secretary

(CORPORATE SEAL)

GREATER PROPERTIES, INC.

By: 
~~STEPHEN GALLAGHER, CFO~~
Hampton P. Conley, VP
Date: _____

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

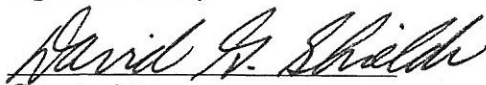
By: 
ROBERT DALLARI, Chairman



Date: 7-23-13

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 July 23,
2013, regular meeting.

DGS/dre

06/13/13

Attachment:

Exhibit "A" - Depiction of Leased Premises

p:\users\legal secretary csb\administrative services\health dept-community services lease 2nd amend.doc

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Reduce 5,172

FIRST AMENDMENT TO SEMINOLE COUNTY HEALTH DEPARTMENT
AND COMMUNITY SERVICES LEASE

THIS FIRST AMENDMENT is made and entered into this 24th day of December, 2009 and is to that certain Lease made and entered into on the 2nd day of February, 2005, between **GREATER PROPERTIES, INC.**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32701, hereinafter referred to as "LANDLORD", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on February 2, 2005, for lease of a certain building located at 132 Sausalito Boulevard, Casselberry, Florida; and

WHEREAS, the parties desire to amend the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides; and

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

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

1. Section 3 of the Lease is amended to read:

SECTION 3. TERM. The term of this Lease shall commence on March 1, 2005 and shall run until February 28, 2015, unless sooner terminated as hereinafter provided.

2. Section 4 of the Lease is amended to read:

SECTION 4. RENTAL.

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%) 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 February 28, 2014 - \$14.42 PSF	= \$11,262.02 per month
March 1, 2014 through February 28, 2015 - \$14.85 PSF	= \$11,597.85 per month

3. Section 15 of the Lease is amended to read:

SECTION 15. TERMINATION. This Lease may be terminated by TENANT at any time with or without cause upon ninety (90) days' notice to the LANDLORD.

4. Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect for the term of the Lease, as originally set forth in said Lease.

(Signature Page Follows)

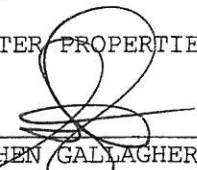
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


Simon Snyder, Secretary


(CORPORATE SEAL)

GREATER PROPERTIES, INC.

By: 
STEPHEN GALLAGHER, CFO

Date: 12/19/09

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Chief Deputy By:

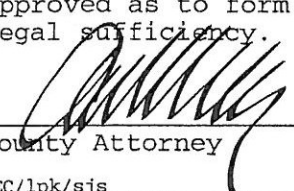
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


BOB DALLARI, Chairman

Date: December 24, 2009

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 their December 8, 2009
regular meeting.



AEC/lpk/sjs

11/10/09, 11/16/09, 11/18/09

P:\Users\Legal Secretary CSB\Administrative Services\Health Dept-Community Services lease amend.doc

SEMINOLE TENANT HEALTH DEPARTMENT AND COMMUNITY SERVICES LEASE

2005
THIS LEASE is made and entered into this 2 day of Feb., 2005, by and between **THE GREATER CONSTRUCTION CORPORATION**, whose address is 1033 S.R. 436, Suite 121, Casselberry, Florida 32707, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H

WHEREAS, the LANDLORD is the owner of a certain building known as the Greater Market Place II, located at 132 Sausolito Boulevard, Casselberry, Florida; and

WHEREAS, the TENANT is desirous of leasing space at 132 Sausolito Boulevard for use as offices for the Seminole County Health Department and Community Services,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LANDLORD and TENANT agree as follows:

1. The previous Lease between the parties for this property is hereby terminated.

2. **LEASED PREMISES.** The LANDLORD does hereby grant to the TENANT and the TENANT does hereby accept from the LANDLORD the exclusive use and occupancy of 9,372 square feet on the first floor of the building located at 132 Sausolito Boulevard, Casselberry, Florida 32707. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. It is

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY [Signature]
DEPUTY CLERK

understood by the parties that the square footage and the specifications as contained in Exhibit "A" are approximate. Prior to commencement of this Lease, the parties shall conduct a field verification of the site and shall finalize the exact square footage and floor plan at that time.

3. **TERM.** The term of this Lease shall commence on March 1, 2005, and shall run for a term of five (5) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the TENANT, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each.

4. **RENTAL.**

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of THIRTEEN AND 25/100 DOLLARS (\$13.25) per square foot for the first year of the Lease term, payable on or before the first (1st) days of each calendar month for that calendar month in equal monthly installments.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date, which is defined as the first day of the month following the date of occupancy. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%) 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
Renewal Option 1 - \$15.36 PSF = \$11,996.46 per month
Renewal Option 2 - \$15.82 PSF = \$12,356.35 per month
Renewal Option 3 - \$16.30 PSF = \$12,727.04 per month

5. **UTILITIES, JANITORIAL SERVICE, REPAIR AND MAINTENANCE.** The LANDLORD shall, at its expense, during the term of this Lease, furnish the TENANT at the leased areas the following:

(a) 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), unless such repair can be demonstrated as being necessary due to TENANT negligence.

(b) Pest control.

(c) Trash removal.

The TENANT shall be solely responsible for the costs of all janitorial services, utilities, including electric, water and sewer.

6. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. Said Leased Premises shall be delivered to TENANT in a condition that is in good order, repair, safe, clean, and tenable immediately upon TENANT taking possession of the Leased Premises. TENANT shall take possession of the Leased Premises AS IS.

(b) LANDLORD agrees that upon the date of delivery of possession to the TENANT, the Leased Premises shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, TENANT shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the LANDLORD's construction.

7. **REMODELING PRIVILEGES.** After occupancy of the premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises; providing, however, that TENANT shall make no structural change which will impair the structural integrity of the premises without the prior written consent of LANDLORD. The TENANT agrees to submit to the LANDLORD, prior to commencement of any remodeling, drawings of all modifications for the LANDLORD's review and approval. Such approval of the LANDLORD shall not be unreasonably withheld.

8. **USE OF LEASED PREMISES.** TENANT shall have the exclusive use of the Leased Premises for the Seminole County Department of Health and Community Services and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. It shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of said building, or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

9. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

10. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

(b) All rights, obligations, and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties.

11. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The TENANT shall have the right to move and install on the Leased Premises equipment, fixtures, and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the LANDLORD shall remain in the property of the LANDLORD and shall not be removed by the TENANT. All equipment and property placed by the TENANT at its own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the TENANT and the TENANT shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property, and fixtures.

12. FIRE CLAUSE.

(a) LANDLORD covenants and agrees that it will carry during the term of this Lease fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the TENANT may determine, the LANDLORD may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to the damaged or destroyed portions during the time they shall be untenable. In the event the LANDLORD elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD shall not be liable to TENANT for any damage by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that the TENANT will look solely to its insurer for reimbursement.

13. LIABILITY INSURANCE. The TENANT shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the TENANT of the Leased Premises, excepting adjacent sidewalks and alleys, and the LANDLORD shall not be liable for any such claims. The LANDLORD may maintain

its own protection against such claims arising out of its ownership of the premises.

14. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents', or employees' negligence or fault.

15. TERMINATION.

(a) This Lease may be terminated by TENANT at any time during the initial five (5) year term, for cause, upon ninety (90) days' notice to the LANDLORD.

(b) "For cause" shall be defined as the LANDLORD's breach of any term of this Lease or failure of the Seminole County Commission in any fixed year of the initial term to appropriate funds sufficient to meet the TENANT's obligation hereunder.

(c) At any time during the renewal periods subsequent to the initial five (5) year term, the TENANT reserves the right to terminate this Lease, with or without cause, upon ninety (90) days' notice to the LANDLORD.

16. SURRENDER OF POSSESSION. The TENANT agrees to deliver up and surrender to the LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

17. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the LANDLORD or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

18. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

19. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the TENANT shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

20. **ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Lease, the parties agree to exhaust TENANT ADR procedures prior to filing suit or otherwise pursuing legal remedies. TENANT ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Lease and ADR procedures therefore are set forth in Section 220.106, "Contract Claims," Seminole County Code.

(b) LANDLORD agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the TENANT ADR procedures set forth in subsection (a) above of which the LANDLORD had knowledge and failed to present during the TENANT ADR procedures.

(c) In the event that TENANT ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21. CONFLICT OF INTEREST.

(a) The LANDLORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the TENANT or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The LANDLORD hereby certifies that no officer, agent or employee of the TENANT has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the LANDLORD to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the LANDLORD hereby agrees that monies received from the TENANT pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

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

For LANDLORD:

The Greater Construction Corporation
1033 S.R. 436, Suite 121
Casselberry, FL 32707

For TENANT:

Seminole County Support Services
200 W. County Home Rd.
Sanford, FL 32773-6179

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below:

Cheryl Reiff
Witness
Wasey G. Smith
Witness

THE GREATER CONSTRUCTION CORPORATION
By: [Signature]
STEVE GALLAGHER, CFO
Date: 1/3/05

ATTEST:



MARYANNE MORSE

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

Date: Feb. 2, 2005

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency


County Attorney

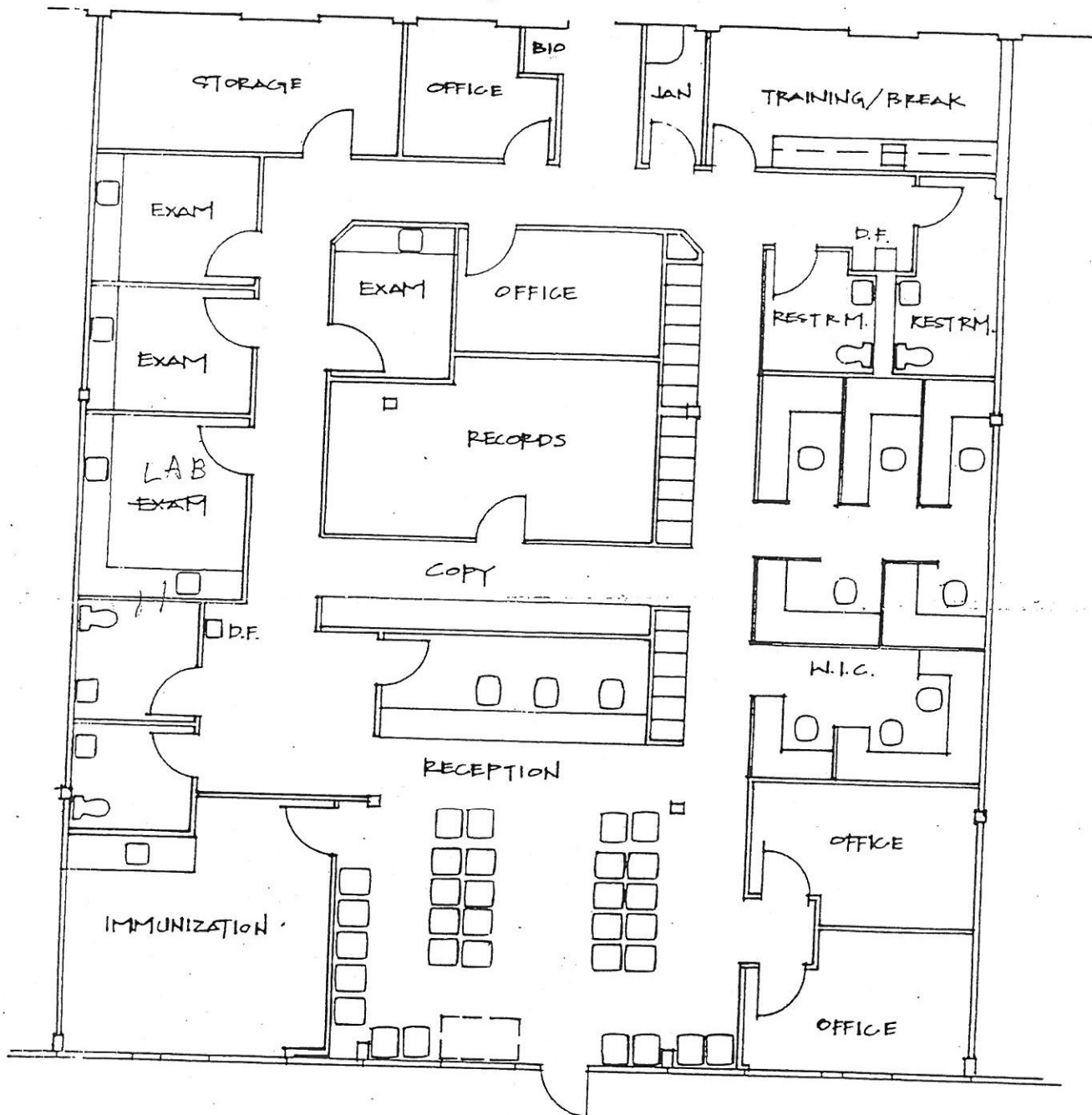
As authorized for execution
by the Board of County Commissioners
at their JAN. 25, 2005
regular meeting.

AEC/lpk

12/1/04 12/8/04 12/23/04
health dept lease

Attachment:

Exhibit "A" - Property description



GOODINGS PLAZA II
 GREATER CONSTRUCTION SUITE 132, 140 & 143

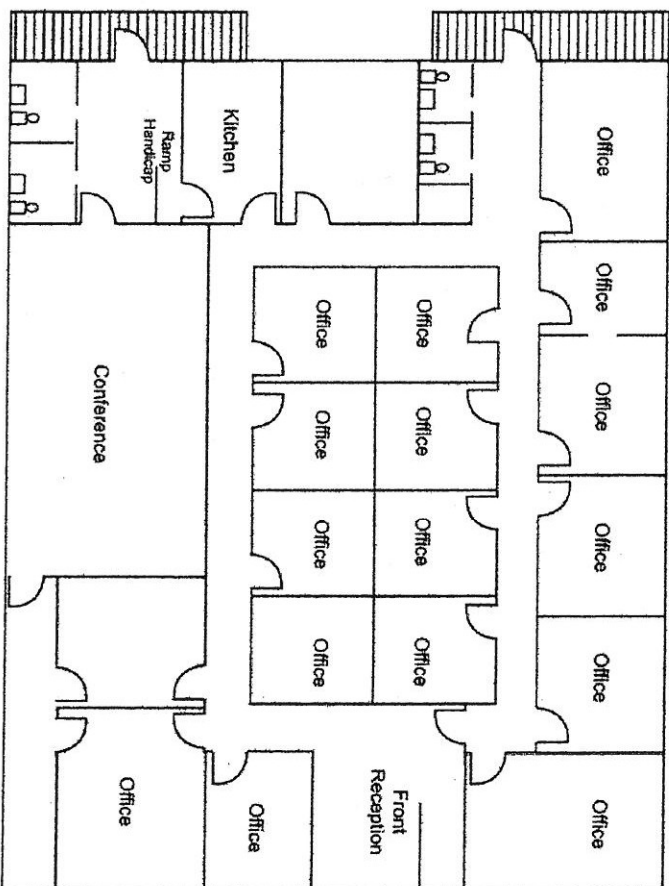
INTERPLAN
 8.5.98

Current Lease Space

Exhibit A

Floor Plan – 5,172 SF
Greater Marketplace II
108 SAUSALITO BLVD.
CASSELBERRY, FL 32707

State Road 436 Frontage



GREATER LEASING

THE GREATER CONSTRUCTION CORPORATION

Cheryl Reiff, Leasing & Property Manager
(407) 331-8290 • Fax (407) 331-4571
www.greaterleasing.com
cheryl@greaterleasing.com

**FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE COUNTY
HEALTH DEPARTMENT LEASE**

**THIS FOURTH RENEWAL AND TENTH AMENDMENT OF THE SEMINOLE
COUNTY HEALTH DEPARTMENT LEASE** is dated as of the 13th day of February
2024, and is to that Lease 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, March 2, 2020 and February 23, 2021, by and between **PYENSA LLC**,
a Florida limited liability company, whose address is 2401 West 72 Street, 1, Hialeah, Florida
33016, in this Fourth Renewal and Tenth 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
Fourth Renewal and Tenth Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease 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, March 2, 2020 and
February 23, 2021, for the lease of certain property (collectively the original and all amendments
are referred to as the "Lease"); and

WHEREAS, the Lease, as amended, provides for three (3) renewal periods each consisting
of a one (1) year term beginning on March 1, 2024; and

WHEREAS, the parties desire to renew the Lease 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; and

Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 1 of 4



WHEREAS, the Seminole County Community Services Department no longer uses the Leased Premises and the Lease should be amended to reflect this fact; and

WHEREAS, the hold harmless section of the Lease should be amended to reflect current law.

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

1. Pursuant to Section 3 of the Lease, the Lease is renewed for the term of one (1) year from March 1, 2024 to February 28, 2025.

2. Pursuant to Section 4 of the Lease, the parties acknowledge and agree the rental rate for the renewal term from March 1, 2024 through February 28, 2025, will increase by three (3%) percent based on the June CPI which was 3.0%. The parties further acknowledge and agree the current rate of \$13.64 per square foot will increase to \$14.05 per square foot. This results in an annual rent of \$59,010.00 or \$4,917.50 per month.

3. Section 8 of the Lease is deleted and replaced with the following:

8. USE OF LEASED PREMISES. TENANT will have the exclusive use of the Leased Premises for the Seminole County Department of Health and such other County offices as may be necessary. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry. TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance of the Leased Premises or increase the hazard of risk, and it shall not permit any nuisance of the Leased Premises.

4. Section 14 of the Lease is deleted and replaced with the following:

14. HOLD HARMLESS.

(a) TENANT expressly acknowledges and accepts its responsibility under applicable law,

Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 2 of 4



and to the extent permitted by law, agrees to indemnify, defend and hold LANDLORD harmless for loss, damage, or injury to person or property, arising out of or resulting from the fault or negligence of TENANT, its servants, agents, employees or assigns, in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of LANDLORD, its servants, agents, employees, or assigns. The provisions and limitations of Section 768.28 Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(b) LANDLORD expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold TENANT harmless for loss, damage, or injury to persons or property, arising out of or resulting from the fault or negligence of LANDLORD, its servants, agents, employees or assigns in connection with this Lease or other authorized use of the Leased Premises, unless, however, such claim or demand arises out of or results from the negligence of TENANT, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both LANDLORD and TENANT and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida.

5. The reference to "Community Services" in the title of the Lease documents is deleted.

6. Except as modified by this Fourth Renewal and Tenth Amendment, all terms and conditions of the Lease, will remain in full force and effect for the term of this Fourth Renewal and

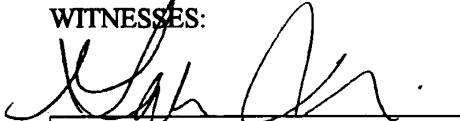
Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
Page 3 of 4



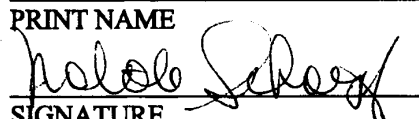
Tenth Amendment, as originally set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fourth Renewal and Tenth Amendment for the purposes stated above.

WITNESSES:


SIGNATURE

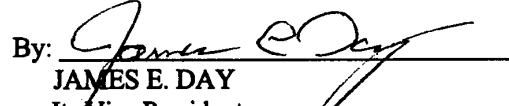
Nate Niccum
PRINT NAME


SIGNATURE

NATALIE SCHOEPF
PRINT NAME

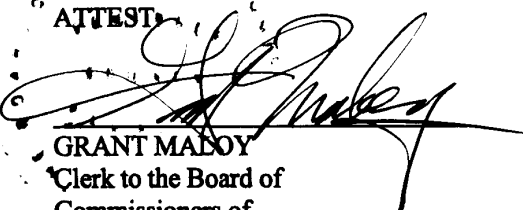
PYENSA LLC, a Florida limited liability company

By: HERITAGE MANAGEMENT CORP, a Florida Corporation
Its Agent

By: 
JAMES E. DAY
Its Vice President

Date 1/24/24

ATTEST:


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

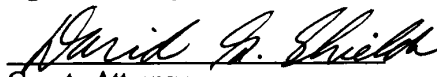
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
JAY ZEMBOWER, Chairman

Date: 2/13/24

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 Feb. 13, 2024, regular meeting.

DGS/sfa
01/22/2024

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Fourth Renewal and Tenth Amendment of the Seminole County Health Department Lease
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Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 02/14/2024 13:14:00 -05:00
eCertified Id: 31DE-9BB5-7A3N
Page 4 of 4