

AMENDMENT ONE TO

ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT

This **AMENDMENT ONE TO ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT** (“Amendment”) is made and entered into this 28 day of September 2021, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**” or “**LANDLORD**,” and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER**, whose mailing address is 601 East Altamonte Drive, Altamonte Springs, Florida 32701, hereinafter referred to as “**TENANT**,” and amends the **ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT** effective February 25, 2020 (“**Lease**”).

WHEREAS, the parties have agreed to amend the Lease to reduce the area of exclusive use of the Real Property; and

WHEREAS, the parties have agreed to amend the Lease to include improvements to the Real Property; and

WHEREAS, all of the provisions of the Lease shall continue to control the relationship of the parties, except as identified in this Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. All of the provisions of the Lease shall continue to control the relationship of the parties, except as set forth in this Amendment.

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

BY Christie Colon DEPUTY CLERK



2. Any capitalized terms in this Amendment shall have the same meaning as set forth in the Lease unless otherwise indicated in this Amendment.

3. The Lease shall be amended by deleting former Subsection (a)(1) of Section 1 and inserting the following in its place and deleting former **Exhibit A** and inserting the attached and amended **Exhibit A** in its place:

(1) **Definition of Leased Premises.** The “Leased Premises” shall be defined as the Building and the Real Property identified in amended **Exhibit A** together with all other improvements located on the Real Property including, but not limited to, all parking lots and parking spaces, driveways, sidewalks and walkways, landscaping, loading and unloading ramps and designated areas, and all service access points to the Building and Real Property.

4. The Lease shall be amended by deleting subsection (b)(1) of Section 1 and inserting the following in its place:

(1) **Exclusive Use.** The use and occupation by TENANT of the Leased Premises shall include the exclusive use of the Building and Real Property identified in amended **Exhibit A** and any and all improvements located on the Real Property, which may include, but is not limited to, any and all Common Area as hereinafter defined.

5. The Lease shall be amended by deleting Section 4 in its entirety and inserting the following in its place:

Section 4. Improvements and Alterations.

(a) Except as stated in this Section, COUNTY has delegated and authorized SHERIFF to complete the improvements and alterations identified in the Memorandum of Understanding for Improvements and Alterations and Construction Rider attached hereto and made a part hereof as **Exhibit B**.

(b) COUNTY shall make the following exterior improvements to the Real Property:

(1) Install a six (6) foot tall construction fence with black or green windscreen at the location identified in amended Exhibit A at the time of commencement of construction mobilization for the adjacent Five Points Central Chiller Plant project.

(2) Install an eight (8) foot tall white PVC picket fence at the location identified in amended Exhibit A by the certificate of occupancy date for the chiller plant identified in amended Exhibit A.

(3) Before the existing recreation yard is decommissioned and unavailable to Tenant, construct a three thousand (3,000) square foot recreation yard at the location identified in amended Exhibit A, with said improvements to include the following: (i) clearing underbrush and debris from recreation yard, and (ii) installing grass covering for the entire recreation yard.

(c) COUNTY consents to TENANT making the following exterior improvements to the Real Property: (i) installing an eight (8) foot tall white PVC picket fence on three sides of the recreation yard as identified in amended Exhibit A with the fourth side open to the lake except for an existing chain length fence, (ii) installing an eight (8) foot tall white PVC picket fence from the recreation yard to the Building as identified in amended Exhibit A, and (iii) installing a gate abutting the sidewalk identified in amended Exhibit A. COUNTY agrees to provide TENANT with manufacturer and specification information for the eight (8) foot tall white PVC picket fence materials identified Subsection (b)(2) of Section 4 of the Lease to ensure TENANT has the option to purchase and install a fence of the same materials.

6. All other provisions of the Lease not modified herein shall remain in full force and effect and shall continue to control the relationship of the parties, except as set forth in this Amendment.

7. If there is conflict between this Amendment and the Lease or any earlier amendment to the Lease, the terms of this Amendment will prevail.

8. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

**ADVENTIST HEALTH SYSTEM/
SUNBELT, INC. doing business as
ADVENTHEALTH HOPE AND
HEALING CENTER**

ATTEST:

Christine Tescas
Witness

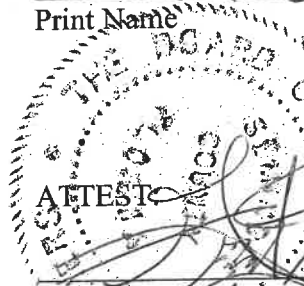
CHRISTINE TESCAS
Print Name

Charles Ren
Witness

Charina Pena
Print Name

By: [Signature]
TIMOTHY COOK, Chief Executive Officer

Date: 9-10-2021


ATTEST
[Signature]
GRANT MALLOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

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

By: [Signature]
LEE CONSTANTINE, Chairman

Date: 9/28/21

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 9/14,
2021, regular meeting.

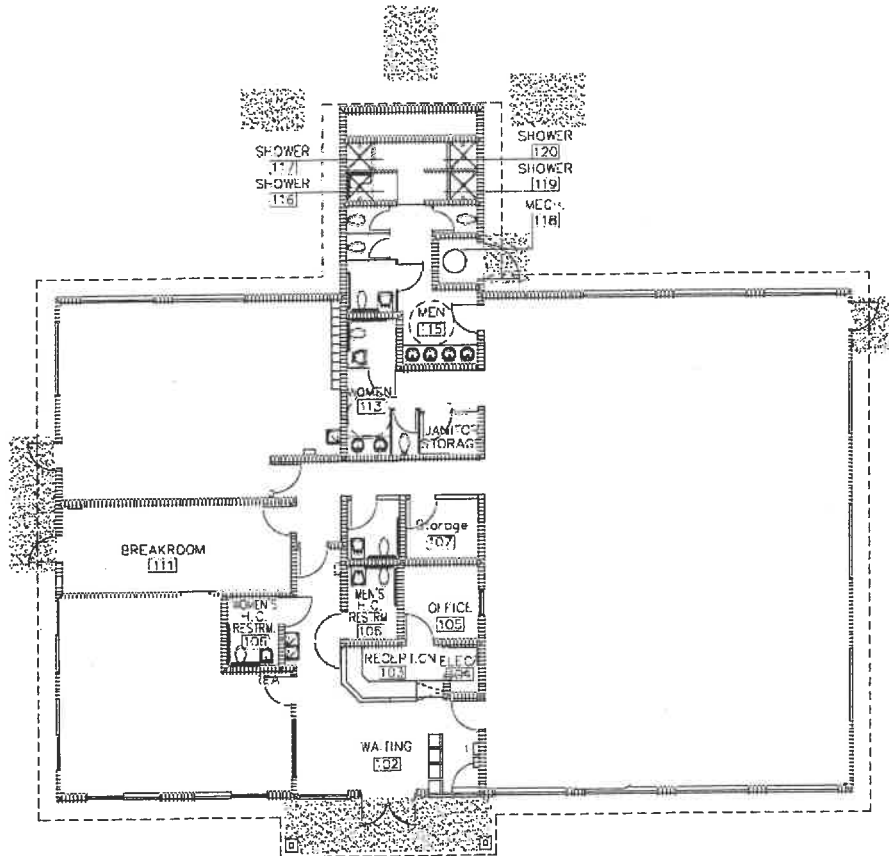
Approved as to form and
legal sufficiency.

[Signature]
County Attorney

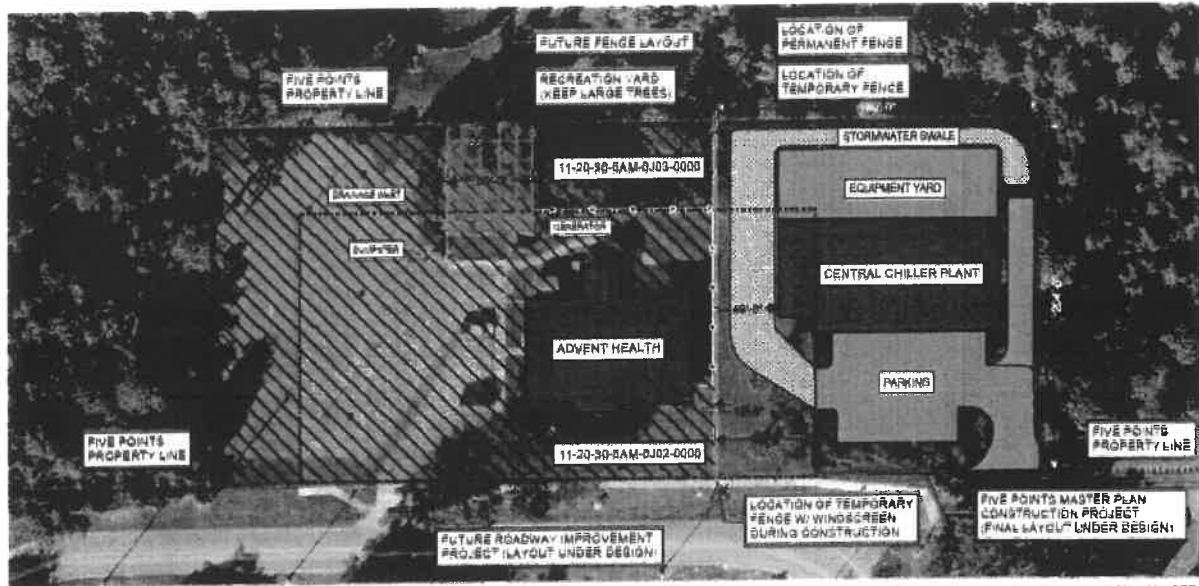
Attachments:

Amended Exhibit A – Leased Premises and Real Property

LEASED PREMISES



REAL PROPERTY



PREPARED BY SEMINOLE COUNTY CONSTRUCTION MANAGER

EXCLUSIVE USE (HATCHED AREA)	REMOVED FROM EXCLUSIVE USE	FENCE LAYOUT
11-20-30-6AM-0J02-0000	11-20-30-6AM-0J02-0000	TEMPORARY CONSTRUCTION FENCE LAYOUT: BY COUNTY CONTRACTOR
11-20-30-6AM-0J03-0000	11-20-30-6AM-0J03-0000	TEMPORARY FENCE LAYOUT: IMPROVEMENTS BY COUNTY
60'-0" X 60'-0" PARTIALLY CLEARED AREA	11-20-30-6AM-0J03-0000	PERMANENT FENCE LAYOUT: IMPROVEMENTS BY COUNTY
		FUTURE FENCE LAYOUT: IMPROVEMENTS BY TENANT

~ End Amended Exhibit A ~