
HIGHLANDER INVESTMENTS, LTD

and

ORANGE COUNTY, FLORIDA

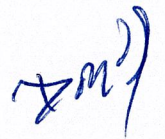
THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this **“Third Amendment”**), by and between Highlander Investments, Ltd. a Florida limited partnership (hereinafter referred to as **“Lessor”**) and Orange County, a charter county and political subdivision of the State of Florida (hereinafter referred to as **“Lessee”**), is entered into and effective as of September 15, 2025 (**“Effective Termination Date”**).

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain “Lease Agreement” approved by the Orange County Board of County Commissioners (the **“BCC”**) dated August 31, 2004 (the **“Original Lease”**), as extended by that certain “Agreement to Exercise Renewal Option” dated September 18, 2009, as extended by certain “Agreement to Exercise Renewal Option” dated September 13, 2011, as extended by that certain “Agreement to Exercise Renewal Option” dated August 7, 2012, as extended by certain “Agreement to Exercise Renewal Option” dated January 15, 2013, as amended by that certain “First Amendment to Lease Agreement” approved by BCC dated September 10, 2013, as amended by that certain “Second Amendment to Lease Agreement” approved by BCC dated September 11, 2018 (the Original Lease, together with all renewals thereof and the amendment thereto, collectively being, the **“Amended Lease”**); and

WHEREAS, the term of the Amended Lease is set to expire on September 21, 2028;



WHEREAS, the parties mutually agreed, by joint execution of a "Notice of Early Termination of Lease" letter dated March 19, 2025, to terminate the Amended Lease early on September 15, 2025 ("Early Termination Date"), subject to the terms and conditions outlined in the Amended Lease;

WHEREAS, in anticipation of the Early Termination Date and as part of the Lessee's Amended Lease obligations related to redelivery and restoration of the Leased Premises, Lessor provided Lessee a letter titled "Estimated Remediation Cost and dated July 31, 2025, which provided the Lessee an estimated remediation cost of such redelivery and restoration of the Leased Premises (hereinafter referred to as "Remediation Costs");

WHEREAS, Lessee agrees to pay Lessor \$220,000 for Remediation Costs as more particularly described in Exhibit A, attached hereto and incorporated by reference;

WHEREAS, Lessee further agrees to pay Lessor \$25,014.51 as rent for continued possession of the Leased Premises and extension of the lease Term to September 30, 2025 in order to complete the required soil, drain, septic testing and remediation;

WHEREAS, upon expiration of the lease Term, Lessor will grant Lessee a nonexclusive license at no cost to Lessee in order for Lessee to continue to access and perform necessary testing and remediation on the Leased Premises; and

WHEREAS, the parties have agreed to this Third Amendment as a full compromise and settlement of any and all claims known or unknown between the parties, according to the terms and conditions of this Third Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Third Amendment.

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2. Payment Obligations.

- a. Tenant shall pay Landlord the quoted amount of \$220,000 for agreed repairs.
- b. Tenant shall also pay rent through September 30, 2025, in the amount of \$25,014.51.

3. Testing and Remediation.

Tenant shall be responsible for the following, with Lessor permitted to be present during all testing and necessary remediation:

- a. Soil Testing and Remediation: Soil testing shall be conducted, and any necessary remediation completed.
- b. Drain Line Testing and Remediation: Drain lines shall be tested and remediated as needed.
- c. Septic Tank System: The septic tank system shall be tested for contamination and remediated, if required.

4. Release of Claims.

In consideration of the payments made above and the testing and remediation performed and to be performed, the receipt of which is acknowledged, Lessor does remise, release, and forever discharge Lessee from any and all liability for any and all claims, injury, or damage which lessor may have by reason of the Amended Lease.

5. Delegation of Authority

By execution of this Amendment, the Orange County Board of County Commissioners hereby delegates to the Real Estate Management Division Manager, or their designee, the authority to execute any documents necessary to perform required remediation activities, issue notices, grant temporary easements, and execute any other documents necessary to surrender the property to the landlord.

6. Miscellaneous

Except as modified herein, all other terms and conditions of the Amended Lease shall remain in full force and effect.



Project: Fire Rescue Training
Lease File #1022

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the dates
set forth below.

Highlander Investments, Ltd.,

a Florida limited partnership

By: Highlander Investments, Inc.

By: 

David W. McLeod

Director

Project: Fire Rescue Training
Lease File #1022

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk to the Board of County Commissioners

By: _____

Deputy Clerk

Printed Name: _____

Attachment: Exhibit A - Quote for Repairs

