



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-909, **Version:** 1

Interoffice Memorandum

DATE: June 9, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Ana Alves, Program Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65, and authorization for the Manager of the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the lease, as needed for Fire Station 65 - UCF Amended and Restated Ground Lease, 4999 N. Orion Boulevard, Orlando, Florida 32826. Lease File 4040. District 5. **(Real Estate Management Division)**

PROJECT:

Fire Station 65 - UCF Amended and Restated Ground Lease
4999 N. Orion Boulevard, Orlando, Florida 32826
Lease File 4040

PURPOSE: To amend a current ground lease to repurpose an existing building.

ITEM:

Amended and Restated Ground Lease Agreement
Term: 50 years
Options: One, 20-year renewal
Cost: \$0/Year Size: 2.425 Acres
Building Size: 900 square feet

BUDGET: None

REVENUE: None

FUNDS: None

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Fire Rescue Department
Seminole County
University of Central Florida

REMARKS: Seminole County and Orange County, through an Interlocal Joint Fire Station Agreement approved by the Board on June 15, 1993, constructed a fire station and auxiliary building located on property leased from the University of Central Florida Board of Trustees (UCF). The ground lease was approved by the Board on October 20, 1992, and this lease was renewed by the Board on February 21, 2023, which extended the lease to February 23, 2043.

Recently, UCF requested to use the auxiliary building formerly used for emergency training purposes, to be repurposed for use as a UCF campus satellite police station. Both Orange County Fire Rescue and Seminole County Fire Rescue have agreed to the use of the auxiliary building as a satellite police station. This new agreement provides for that change in use for the duration of the current ground lease term. Seminole County will consider this agenda item at its board meeting on July 22, 2025.

Please note that the street name for the location of this fire station was recently changed from N. Orion Boulevard to Ken Dixon Way. The new address is 4999 Ken Dixon Way, Orlando, Florida 32826.

JUL 01 2025

**AMENDED AND RESTATED GROUND LEASE
AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE
COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA
CONCERNING FIRE STATION 65**

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amended and Restated Ground Lease Agreement referred to as “SEMINOLE,” **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor, Orlando, Florida 32801, in this Amended and Restated Ground Lease Agreement referred to as “ORANGE,” and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg. 16A, Orlando, Florida 32816, in this Amended and Restated Ground Lease Agreement referred to as “UNIVERSITY.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, along which is located McCulloch Road; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the ground lease of UNIVERSITY property for the construction of a fire station, now known as Fire Station 65, and an Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the “1993 Lease Agreement”) for the lease of the property described in Exhibit A to this Amended and Restated Ground Lease Agreement (the “Leased Premises”); and

WHEREAS, SEMINOLE and ORANGE entered the 1993 Lease Agreement based on the need to establish a fire station to serve the area around UNIVERSITY, and UNIVERSITY agreed to make such land available to them; and

WHEREAS, on February 21, 2023, SEMINOLE, ORANGE and UNIVERSITY entered into that certain First Renewal and Amendment to Agreement and Interlocal Agreement Between Seminole County, Orange County, and the University of Central Florida Concerning the Lease of Fire Station 65 (“2023 First Renewal and Amendment”).

WHEREAS, the 1993 Lease Agreement, as renewed and amended by the 2023 First Renewal and Amendment, needs to be amended and restated to clarify the original intent of the parties, to reflect the current and future intended use of the Leased Premises, and to enable the parties to continue to enjoy the mutual benefits these instruments provide.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Amended and Restated Ground Lease Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE’s respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Amended and Restated Ground Lease Agreement upon which the parties have relied.

Section 2. Term of lease, location. UNIVERSITY shall lease the Leased Premises to SEMINOLE and ORANGE for a term of fifty (50) years commencing on February 24, 1993 and ending on February 23, 2043. This Amended and Restated Ground Lease Agreement is renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. During the term of this Amended and Restated Ground Lease Agreement, any improvements constructed by SEMINOLE and ORANGE on the Leased Premises will be jointly owned by SEMINOLE and ORANGE. Upon termination of this Amended and Restated Ground Lease Agreement and any extensions to it, ownership of the improvements made to the property will revert to UNIVERSITY. These improvements include Fire Station 65 and the Auxiliary Building as discussed below and as depicted on Exhibit B, Building Locations, which is attached to and incorporated by reference in this Amended and Restated Ground Lease Agreement. These improvements do not include any individually or jointly owned personal property of ORANGE and SEMINOLE, including all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property, located in the Leased Premises acquired by or for the account of ORANGE, SEMINOLE, or both, without expense to UNIVERSITY, which can be removed without damage to the Leased Premises (collectively, the "Personal Property"). Such Personal Property is and will remain the property of ORANGE, SEMINOLE, or both, respectively, and, except as otherwise prohibited by this Amended and Restated Ground Lease Agreement, such Personal Property may be removed by ORANGE, SEMINOLE, or both, respectively, at any time during the Term of this Amended and Restated Ground Lease Agreement. If any of the Personal Property of ORANGE, SEMINOLE, or both is removed, the respective party or parties removing such Personal Property shall pay the cost of repairing any damage to the Leased Premises resulting from such removal.

Section 3. Construction of Fire Station. SEMINOLE and ORANGE have funded and constructed Fire Station 65 on the Leased Premises according to the terms of the 1993 Lease Agreement. No changes to the appearance of Fire Station 65 are permitted without the specific approval of UNIVERSITY, which approval UNIVERSITY shall not unreasonably withhold.

Section 4. Auxiliary Building.

(a) ORANGE and SEMINOLE have also funded and constructed an Auxiliary Building on the Leased Premises originally intended to be used as an emergency fire training facility. This building measures approximately nine hundred (900) square feet. SEMINOLE and ORANGE designed and constructed the Auxiliary Building according to the terms of the 1993 Lease Agreement. As provided in Section 4(b) of this Amended and Restated Ground Lease Agreement, UNIVERSITY shall acquire possession of and repurpose this building as a satellite police station. If any expansion of this building is needed to accommodate UNIVERSITY, UNIVERSITY shall pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

(b) Upon the Effective Date of this Amended and Restated Ground Lease Agreement, ORANGE and SEMINOLE shall lease the Auxiliary Building back to UNIVERSITY. UNIVERSITY, at its sole cost and expense, shall repurpose the Auxiliary Building as a satellite police station for UNIVERSITY. UNIVERSITY shall pay annual rent to SEMINOLE and ORANGE in the amount of ONE DOLLAR (\$1.00) for the Auxiliary Building. UNIVERSITY will be responsible for all costs of equipment to be used in the satellite police station and will be responsible for the operations and maintenance of the satellite police station from funds allocated for that purpose. SEMINOLE and ORANGE will not be responsible for any costs of operation and maintenance of the satellite police station. Nothing contained in this Section operates to take

precedence over the primary function of Fire Station 65 as an instrument of public safety serving the general public.

Section 5. Access Road, Parking and Off-site Retention. UNIVERSITY has constructed and improved the two western lanes of the access road from McCulloch Road to the University, as provided in the 1993 Lease Agreement. This road will be maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY shall continue to provide adequate retention as required to accommodate Fire Station 65, the Auxiliary Building, and any increased parking and retention requirements for an expanded facility.

Section 6. Consideration. As consideration for the provision of a site to house Fire Station 65, SEMINOLE and ORANGE have previously paid the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS (\$204,000.00), which is the cash equivalent of the agreed upon value of the Leased Premises.

Section 7. Interlocal Agreement. SEMINOLE and ORANGE have entered into that Interlocal Joint Fire Station Agreement ("JFSA") on June 9, 1993, which delineates the terms through which Fire Station 65 is operated by SEMINOLE and ORANGE. The JFSA addresses the day-to-day operation of Fire Station 65 that will continue to be a matter solely between ORANGE and SEMINOLE and will not involve UNIVERSITY. Under the JFSA, UNIVERSITY's campus is within the fire protection area served by SEMINOLE and ORANGE.

Section 8. Activities Inconsistent with UNIVERSITY Functions. SEMINOLE and ORANGE agree that there will be no use of Fire Station 65 for purposes that are inconsistent with

the activities for UNIVERSITY or that would unreasonably impinge upon UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged, including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities that are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration in this Amended and Restated Ground Lease Agreement, the scope of activities of a fire station and agrees that such activities will not be deemed a breach of this section.

Section 9. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2024), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Amended and Restated Ground Lease Agreement.

Section 10. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Amended and Restated Ground Lease Agreement.

Section 11. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Amended and Restated Ground Lease Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Amended and Restated Ground Lease

Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Amended and Restated Ground Lease Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

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

(e) Nothing contained in this Amended and Restated Ground Lease Agreement 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 SEMINOLE, ORANGE, and UNIVERSITY for claims by third parties beyond the waiver provided for in Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, which

statute is deemed to apply to this Amended and Restated Ground Lease Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise.

(f) The waiver of any provision in this Amended and Restated Ground Lease Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Amended and Restated Ground Lease Agreement.

Section 12. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SEMINOLE or UNIVERSITY's officers and employees either by operation of law or by SEMINOLE or UNIVERSITY. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or UNIVERSITY's officers and employees either by operation of law or by ORANGE or UNIVERSITY. Persons employed by UNIVERSITY in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or SEMINOLE's officers and employees either by operation of law or by ORANGE or SEMINOLE.

Section 13. Notice. Any notice delivered with respect to this Amended and Restated Ground Lease Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to SEMINOLE:

Seminole County Services Building
Attn: Leasing Coordinator, Real Estate
1101 E. 1st Street, Room 3140
Sanford, Florida 32771

With copy to:

Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:

Orange County, Florida
Attn: Manager, Real Estate
Management Division
400 East South Street 5th Floor
Orlando, Florida 32801

With copy to:

Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop,
Bldg. 16A
Orlando, FL 32816

With copy to:

Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 14. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Amended and Restated Ground Lease Agreement. The sole jurisdiction and venue for any legal action in connection with this Amended and Restated Ground Lease Agreement will be in the courts of Orange County, Florida.

Section 15. Parties Bound. This Amended and Restated Ground Lease Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 16. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Amended and Restated Ground Lease Agreement with the other parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

parties to be conducted here, and that no such person will have any such interest at any time during the term of this Amended and Restated Ground Lease Agreement.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 17. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Amended and Restated Ground Lease Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Amended and Restated Ground Lease Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 14 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Amended and Restated Ground Lease Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 18. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Amended and Restated Ground Lease Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Amended and Restated Ground Lease Agreement, including the 1993 Lease Agreement and the 2023 First Renewal and Amendment, but excluding the JFSA interlocal agreement described in Section 7 above, which will continue to be a separate agreement between ORANGE and SEMINOLE only.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Amended and Restated Ground Lease Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Amended and Restated Ground Lease Agreement.

Section 19. Assignment or Sublease. The instant Amended and Restated Ground Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 20. Severability. If any provision or application of this Amended and Restated Ground Lease Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Amended and Restated Ground Lease Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Amended and Restated Ground Lease Agreement are declared severable.

Section 21. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Amended and Restated Ground Lease Agreement and that this statute controls over the terms of this Amended and Restated Ground Lease Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Amended and Restated Ground Lease Agreement, for which a non-breaching party may terminate this Amended and Restated Ground Lease Agreement immediately upon written notice to the breaching party.

Section 22. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY shall not discriminate against any employee or applicant for employment for work under this Amended and Restated Ground Lease Agreement because of race, color, religion, sex, age, disability, or national origin. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 23. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Amended and Restated Ground Lease Agreement.

Section 24. Counterparts. This Amended and Restated Ground Lease Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 25. Headings and Captions. All headings and captions contained in this Amended and Restated Ground Lease Agreement are provided for convenience only, do not constitute a part of this Amended and Restated Ground Lease Agreement, and may not be used to define, describe, interpret, or construe any provision of this Amended and Restated Ground Lease Agreement.

Section 26. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 27. WAIVER OF JURY TRIAL. THE PARTIES WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT OR ANY OF ITS PROVISIONS AND ANY

NEGOTIATIONS IN CONNECTION WITH THIS AMENDED AND RESTATED GROUND
LEASE AGREEMENT.

Section 28. Effective Date. The Effective Date of this Amended and Restated Ground Lease Agreement will be the date when the last party has properly executed this Amended and Restated Ground Lease Agreement as determined by the date set forth immediately below the respective signatures of the parties.

The balance of this page has been left intentionally blank.

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

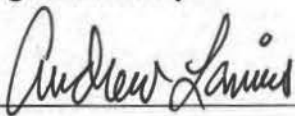
ATTEST:

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.



County Attorney

By: 

JAY ZEMBOWER, Chairman

Date:

AUG 12 2025

As authorized for execution by the Board of
County Commissioners at its August 12,
2025 regular meeting.

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan. Brooks*
Jerry L. Demings
for Orange County Mayor

Date: 1 July 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Jennifer Lam-Klimetz*
for Deputy Clerk

Printed Name: Jennifer Lam-Klimetz

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.

**UNIVERSITY OF CENTRAL FLORIDA
OF TRUSTEES**



JON VARNELL, Vice President of
Administrative Operations

Date: 5/27/25

Attachment:

Exhibit "A" – Sketch & Description

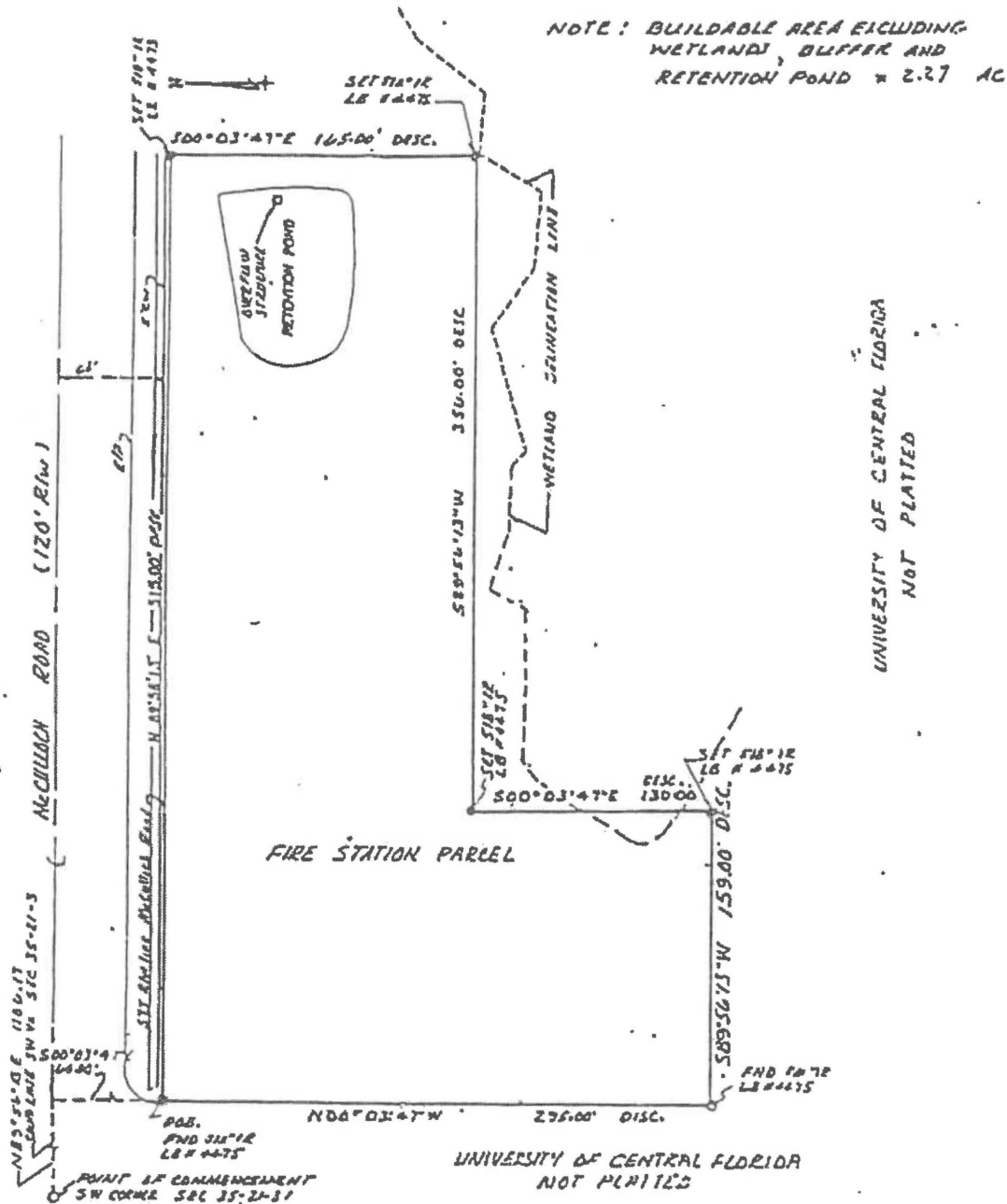
Exhibit "B" – Building Locations

DGS\sf

03/13/2025

T:\Users\Legal Secretary CSB\Public Works\Leases\2025\Fire Station 65- UCF\2025 Amended and Restated Lease (10.31.24) revised 2.docx

Containing 1.1251 acres more or less.

[illegible][illegible]

Frank A Raymond
FRANK A. RAYMOND PLS 4007

EXHIBIT B

