



DEPARTMENT OF GENERAL SERVICES

LARSON BUILDING

TALLAHASSEE, FLORIDA 32304

ZONE: 13

NO.: 763:079

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 1st day of July, 1973, A. D., between

Board of County Commissioners, Nassau County of the first part, hereinafter called the Lessor, and the

State of Florida Department of Highway Safety & Motor Vehicles,
Division of Driver Licenses
Bureau of

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Yulee Nassau (City) (County),

Florida, described as follows:

County Building At Yulee
Entire addition to County Building used as Community Building.

which shall constitute an aggregate area of 398 square feet of usable space measured from the base of the interior walls of the demised premises, in accordance to Department of General Services' Standard Method of Space Measurement.

(If space provided is not sufficient, attach separate sheet containing legal description of premises.)

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the First day of November, 1973 to and including the 31st day of October, 1976

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay to the Lessor the sum of One Hundred Twenty-Five and 00/100----- (\$ 25.00) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated and shall be payable on the day of occupancy, and thereafter the rent shall be payable on the last day of each month

beginning with the month of November, 1973 The rentals shall be paid to the Lessor at County Court House Fernandina Beach, Florida (Street) (City)

III HEATING, AIR CONDITIONING AND JANITOR SERVICES
The Lessor agrees to furnish to the Lessee heating, air conditioning and janitor service for the leased premises during the term of the lease at the expense of the Lessor.

IV LIGHT FIXTURES

The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged vinyl asbestos or equal tile and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

VI UTILITIES

That the Lessor will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Lessee on the premises.

## **VII ALTERATIONS**

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

## **VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES**

That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

## **IX FIRE AND OTHER HAZARDS**

In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

## **X EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

## **XI SUBLETTING AND ASSIGNMENT**

The Lessee upon the obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

## **XII NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

## **XIII WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

## **XIV RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

## **XV BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

## **XVI ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages, executed by the Lessor.

## **XVII TAXES AND INSURANCE**

Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

## **XVIII AVAILABILITY OF FUNDS**

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

**XIX USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the ~~City~~ of **County** of **Nassau** now or hereinafter made.

**XX RENEWAL**

The Lessee is hereby granted the option to renew this lease for an additional **Five** year(s) upon the same terms and conditions. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease.

**XXI RIGHT TO TERMINATE**

The Lessee shall have the right to terminate, without penalty, this lease in the event a State-owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of **Nassau**, Florida, upon giving one (1) year advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

**XXII NOTICES**

All notices required to be served upon the Lessor shall be served by registered or certified mail, return receipt requested, at **Board of County Commissioners, Fernandine Tch. Fla.**, and all (Street) (City)

notices required to be served upon the Lessee shall be served by registered or certified mail, return receipt requested, at the address of the Lessee at **Noel Kirkman Building, Tallahassee, Fla. 32304**. (Street) (City)

**XXIII DEFINITION OF TERMS**

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XXIV ADDITIONAL TERMS**

(Check One)

Any and all additional covenants or conditions appear on the attached.

No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

**ORIGINAL SIGNATURE REQUESTED ON ALL COPIES**

If Lessor is an Individual:

Signed, sealed and delivered in the presence of:

~~David H. Buchanan~~ D.W. Linger  
Gloria H. Guest

AS TO LESSOR

If Lessor is a Corporation:

Signed, sealed and delivered in the presence of:

D. Wesley

AS TO **Chairman**

**PRESIDENT**

**Clerk of Court**

Virginia B. Elder  
Patricia A. Fudd

AS TO LESSEE

David H. Buchanan (SEAL)  
**Chairman** (SEAL)

LESSOR

Name of Corporation

By: \_\_\_\_\_ (Corporate Seal)  
Its \_\_\_\_\_ President

ATTEST. \_\_\_\_\_  
Its \_\_\_\_\_ Secretary

**Department of Highway Safety and Motor Vehicle**  
STATE OF FLORIDA  
DEPARTMENT OF

By: Ralph Davis  
LESSEE **Executive Director**

APPROVAL AS TO CONDITIONS AND NEED THEREFOR **7/1/73**  
DEPARTMENT OF GENERAL SERVICES

A. Bass  
Director, Division of Construction and Maintenance

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL  
DEPARTMENT OF GENERAL SERVICES

By: Robert New

APPROVAL **DEC 11 1973**  
DEPARTMENT OF GENERAL SERVICES

Jack D. Kane  
Executive Director  
Jack D. Kane

ADDITIONAL COVENANT TO LEASE NO. 760:079

Notwithstanding the provisions of Articles "I TERM" and "II RENTALS" of this lease, Term shall not commence until building/renovations has/have been completed by lessor and made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month shall be prorated and shall be payable on the date of occupancy, and thereafter the rent shall be payable on the last day of each subsequent month.

DTB  
Lessor Initial

RS  
Lessee Initial