



DEPARTMENT OF GENERAL SERVICES

LARSON BUILDING

TALLAHASSEE, FLORIDA 32304

ZONE: 10

NO.: 780:109

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 17 day of MAY, 1974, A. D., between Nassau County, Florida party of the first part, hereinafter called the Lessor, and the State of Florida Florida Parole and Probation Commission 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 Fernandina Beach Nassau (City) (County),

Florida, described as follows: That part of the Western Portion of the third floor of the United States Post Office Building, Suite 306, 401 Atlantic Avenue, Fernandina Beach, Florida, currently being leased by Nassau County, Florida, as part of a package lease, including the entire second and third floor of said United States Post Office Building

which shall constitute an aggregate area of 863 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 1st day of July, 1974 to and including the 1st day of July, 1977

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

Two Hundred Twenty-Six and 54/100-----(\$ 226.54) 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 July, 1974 The rentals shall be paid to the Lessor at Nassau County Courthouse Atlantic Avenue 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 (See Below*)

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.

*2. That the Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

ART 11

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 Fernandina Beach now or hereinafter made.

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional One (1) 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~~ ^{six (6) months} 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 Nassau County Courthouse Fernandina Beach, and all 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 1117 Thomasville Road, Tallahassee 32303.

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:

D. O. Oxley By: Gloria Guest D.C.
Attested to by D. O. Oxley,
Clerk Circuit Court Nassau County
AS TO LESSOR

A. Ray Beville
A. Ray Beville (SEAL)
Chairman of the Board
of County Commissioners (SEAL)
LESSOR Nassau County, Florida

If Lessor is a Corporation:

Signed, sealed and delivered in the presence of:

Gary J. Timmon
Gary Huff
AS TO PRESIDENT

Name of Corporation
By: _____ (Corporate Seal)
Its President

ATTEST. _____
Its Secretary

STATE OF FLORIDA Parole and Probation
~~DEPARTMENT OF~~ Commission
By: Paul Hunsbelle
LESSEE

John Walker
Kola Oala
AS TO LESSEE

APPROVAL AS TO CONDITIONS AND
NEED THEREFOR not
DEPARTMENT OF GENERAL SERVICES

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

A. Bass
Director, Division of Construction and Maintenance

By: Robert Nino

APPROVAL **SEP 25 1974**
DEPARTMENT OF GENERAL SERVICES

Jack D. Kane
Executive Director
Jack D. Kane

74-179

RESOLUTION DESIGNATING D. O. OXLEY AS
AGENT IN NEGOTIATIONS WITH THE FLORIDA
PAROLE AND PROBATION COMMISSION

WHEREAS, the Board of County Commissioners of Nassau County, Florida, have determined that Nassau County should lease space to Florida Parole and Probation Commission for the establishment of a District Office of said Commission, and

WHEREAS, the Board of County Commissioners feel it is necessary to designate an agent to locate such space.

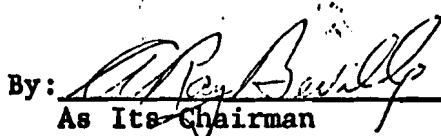
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, in regular meeting duly assembled, that D. O. Oxley, Ex-officio Clerk to this Commission and Custodian of County Buildings is hereby authorized by this Commission to act as its Agent in negotiations with the Florida Parole and Probation Commission towards finding suitable space for this County to lease to said Florida Parole and Probation Commission for the proposed establishment of a District Office of said Commission in Nassau County.

ADOPTED this 23rd day of April, A. D. 1974.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

ATTEST:


Ex-Officio Clerk

By: 
As Its Chairman