



DEPARTMENT OF THE ARMY

MOBILE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 2288
MOBILE, ALABAMA 36628

REPLY TO
ATTENTION OF: SAMRE-MM

26 June 1973

Mr. D. O. Oxley
Ex-Officio Clerk
Board of County Commissioners
Nassau County
Fernandina Beach, Florida 32034

Dear Mr. Oxley:

Inclosed for the County's records is an executed copy of Lease No. DACW01-1-73-602.

Payment for the amount of \$340.00 to cover the rent for the first month of the lease term should be forwarded to the address recited in Condition No. 1 immediately upon receipt hereof. All subsequent rental payments should be forwarded to the same address.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William R. Matkin", is written over the typed name.

WILLIAM R. MATKIN
Assistant Chief
Management & Disposal Branch
Real Estate Division

1 Incl
As stated

Lease

U. S. POSTAL SERVICE

LEASE

OF PROPERTY AT U. S. POST OFFICE, FERNANDINA BEACH, FLORIDA

NO. DACW01-1-73-602

THIS LEASE, made between the U. S. POSTAL SERVICE, hereinafter referred to as POSTAL SERVICE, of the first part, and the BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA, of the second part, WITNESSETH:

That the Postal Service, by virtue of the authority contained in the Postal Reorganization Act, Public Law 91-375, 12 August 1970, 84 Stat. 719, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of five (5) years, beginning 1 June 1973, and ending 31 May 1978, but revocable at any time by giving to the lessee at least thirty (30) days' notice thereof in writing, the following described property:

Use and occupancy of approximately 1,879 square feet of office space, approximately 75 square feet of vault space, approximately 1,654 square feet of courtroom space, and miscellaneous space consisting of hallways and restrooms, together with all furniture and equipment located therein, all of said space, furniture and equipment being on the second floor of the Post Office Building located at 401 Atlantic Avenue, Fernandina Beach, Florida 32034, as shown in red on Exhibit "A" attached hereto and made a part hereof, with the right of uninterrupted ingress and egress.

THIS LEASE is granted subject to the following conditions:

1. That the lessee shall pay to the Postal Service rental in the amount of THREE HUNDRED FORTY AND NO/100 DOLLARS (\$340.00) per month, payable monthly in advance, and the lessee shall also pay to the Postal Service on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by Condition No. 13 hereof. Compensation shall be made payable to the United States Postal Service and forwarded by the lessee direct to Director, Postal Data Center, U. S. Postal Service, P. O. Box 14411, St. Louis, Missouri 73180.

2. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Postal Service included in the lease shall be made by a representative of the Postal Service and representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and

condition report shall be prepared by the parties hereto, said inventory and condition report to constitute the basis for settlement by the lessee with the Postal Service for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 13 hereof, or at the election of the Postal Service reimbursement made therefor by the lessee at the then current market value thereof.

3. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Postal Service whatsoever, and without obligation on the part of the Postal Service to make any alterations, repairs, or additions thereto.

4. That, subject to the limitations of Condition No. 12 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

5. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the District Manager, U. S. Postal Service, Tampa District, Tampa, Florida 33622, hereinafter referred to as "said officer".

6. That the right is hereby reserved to the Postal Service, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Postal Service, and the lessee shall have no claim of any character on account thereof against the Postal Service or any officer, agent, or employee thereof.

7. That the Postal Service shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from Postal Service's activities, and the lessee shall hold the Postal Service harmless from any and all such claims.

8. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

9. That any property of the Postal Service damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the

said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the Postal Service money in an amount sufficient to compensate for the loss sustained by the Postal Service by reason of damages to or destruction of Postal Service property.

10. That this lease may be relinquished by the lessee at any time by giving to the said officer at least thirty (30) days' notice thereof in writing; provided that, in case of such termination, no refund by the Postal Service of any rental theretofore paid shall be made, and provided further, that in the event the said notice is not given at least thirty (30) days prior to the rental due date, the lessee shall be required to pay the rental for the period or term shown in Condition No. 1 hereof.

11. That in the event the Postal Service revokes this lease or in any other manner materially reduces the area covered thereby prior to the date or expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made: Provided, however, that this provision shall not apply in the event of revocation because of a breach by the lessee of any of the terms and conditions of this lease.

12. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him from time to time.

13. That, on or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within thirty (30) days.

14. That all notices to be given pursuant to this lease shall be addressed, if to the lessee, to Clerk of Circuit Court, Nassau County, P. O. Box 456, Fernandina Beach, Florida 32034; if to the Postal Service, to the District Manager, U. S. Postal Service, Tampa District, Tampa, Florida 33622, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope, or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Postal Service, deposited under its franking privilege) in a Post Office or Branch Post Office regularly maintained by the Postal Service.

15. That the space is leased "as is" and any repairs and modifications peculiar to the needs of the lessee shall be made by the lessee at no cost or expense to the Postal Service. Any repairs and modifications to be made by the lessee shall be approved in advance by the said officer.


16. The Postal Service shall furnish water supply, and steam for heat through existing outlets only, to the leased premises. The lessee shall be responsible for obtaining electrical service (from a commercial source) through separate metering at no cost or expense to the Postal Service.

17. The lessee shall furnish all janitorial service, including labor and materials, to maintain the leased premises (including hallways and restrooms) in a decent, safe and sanitary condition.

18. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Postmaster General. The decision of the Postmaster General or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Executed on behalf of the United States Postal Service this 25th
day of June 1973.

By 
MELVIN W. DOVITH
Chief, Real Estate Division
Corps of Engineers
Mobile District
Mobile, Alabama

This lease is also executed by the lessee this 29 day of May 1973.

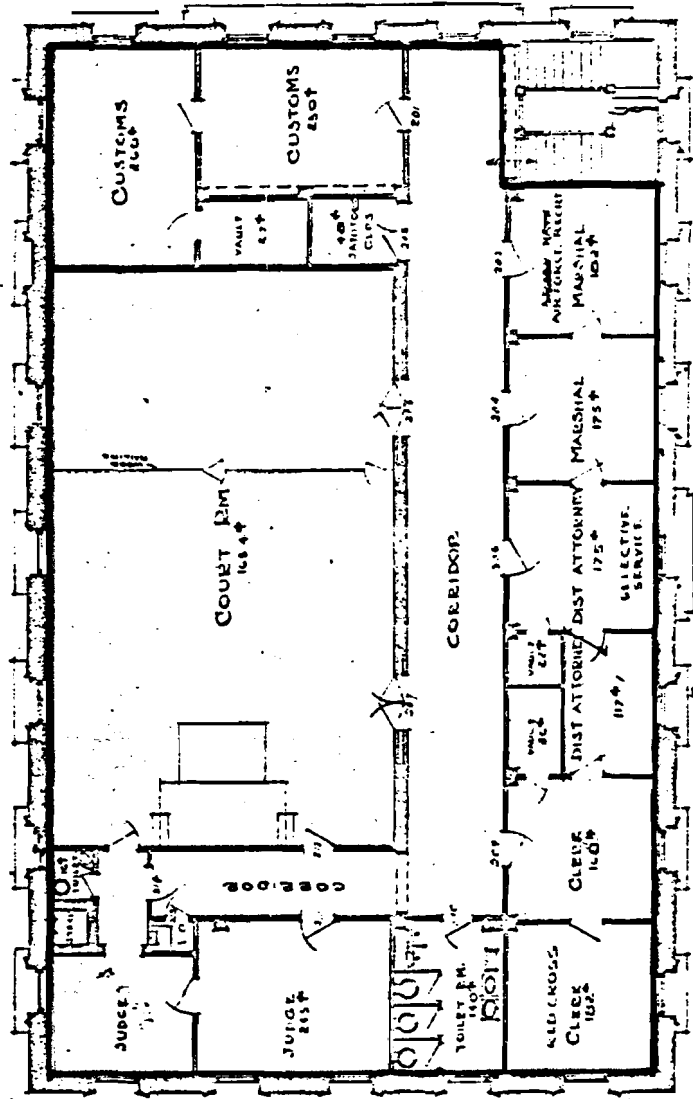
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By Wm. H. Buchanan

Title Chairman

ATTEST:

D. Osby
Ex-officio Clerk



ASSIGNMENT BUILDING FLOOR PLAN
 SCALE 1/32" = 1'-0"

U.S. PO CUB, C.F.M.
 FERNANDINA FL.
 Drawn by *L. L. Owen*
 Checked by *M. T. F. 29 10*
 REVISED - JANUARY 5, 1910

EXHIBIT "A"

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.

2. Additional sheets may be attached for physical characteristics of land and buildings; exterior

and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY	LEASE NO. DACW01-1-73-602	LEASE COMMENCEMENT DATE 1 June 1973	DATE POSSESSION TAKEN 1 June 1973
ACTIVITY		TOTAL LEASED BUILDING AREA (Square feet) 2nd Floor of Fernandina Beach, Florida, Post Office	

DESCRIPTION AND LOCATION OF PROPERTY

Use and occupancy of approximately 1,879 square feet of office space, approximately 75 square feet of vault space, approximately 1,654 square feet of courtroom space, and miscellaneous space consisting of hallways and restrooms, together with all furniture and equipment located therein, all of said space, furniture and equipment being on the second floor of the Post Office Building located at 401 Atlantic Avenue, Fernandina Beach, Florida 32034, as shown in red on Exhibit "A" attached hereto and made a part hereof, with the right of uninterrupted ingress and egress.


JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.

NO. OF ATTACHMENTS

NAME AND SIGNATURE OF OWNER LESSOR/LESSEE
 AGENT
 BOARD OF COMMISSIONERS, NASSAU COUNTY, FL
 By David H. Buchanan
 Title Chairman

NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE

 Postmaster

ADDRESS
 P. O. Box 456
 Fernandina Beach, Florida 32034

ORGANIZATION
 U. S. POST OFFICE

SECTION II - EXTERIOR CONDITION OF THE PROPERTY *(Attach sheet for added items.)*

ROOF, EAVES, DOWNSPOUTS, ETC.

WALLS

WINDOWS AND DOORS *(Include storm windows and doors)*

FENCING

LAWN, SHRUBBERY, TREES AND PERENNIALS

WALKS AND DRIVEWAYS

GARAGE AND OUT BUILDINGS

ENTRANCES, ELEVATORS AND PATIOS

SEWAGE

REMARKS *(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)*

Outside of building not included in this lease.

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY.

SECTION III—INTERIOR CONDITION OF INDIVIDUAL ROOM

(Use reverse side for added items and remarks on questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)

LEASE NO. DACWC1-1-73-602	TYPE OF ROOM Entire second floor	FLOOR NO. of Post Office Building	ROOM NO.
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FLOOR AND FLOOR COVERING *(Include stairways and stair covering)*

All floors on second floor are wood - no covering - in good condition

WALLS

Walls in rooms 201-201-A-204-206-206A-209-209A need painting. Also Judge's rest room needs scraping and painting

CEILING

Ceiling in 201-201A-209-209A. One small section in hall corridor needs scraping and painting. Also ceiling in Courtroom needs patching and painting.

DOORS AND WINDOWS *(Include skylights and other openings)*

Doors and windows in all rooms are in good condition.

PLUMBING *(Include pipes, toilets and lavatories, drinking fountains, etc.)*

All plumbing, etc., appear in good condition.

ELECTRICAL FIXTURES

All electrical fixtures are in good condition.

HEATING *(Include radiators, thermostats, etc.)*

All radiators have thermostats and are in good condition. Room 211 and 211-A have no radiators or heat of any kind.

WOODWORK *(Include trim and baseboard, and hallways)*

The woodwork in hall and offices are in good condition.

OTHER EQUIPMENT *(Include stove, refrigerator, washer, dryer, etc.)*

See attached itemized list of personal property included in lease.

PERSONAL PROPERTY
INCLUDED IN
LEASE NO. DACW01-1-73-602

- 1 File Cabinet - metal
- 2 Double desks - wood - old
- 1 Typewriter desk - wood - old
- 2 Form cabinets - wood - very old
- 1 Counter - Wood
- 3 Desks - wood
- 1 small - wooden table
- 4 Book cases
- 1 Heavy wooden table
- 1 table with marble top
- 5 Cabinet wardrobe - wood
- 1 Cabinet wardrobe - bad condition - wood
- 22 Straight chairs

Survey made by U. S. Postmaster

W. H. Mitchell

and

Ex-Officio Clerk B. C. C.

B. C. C.