



DEPARTMENT OF GENERAL SERVICES

Amended

LARSON BUILDING TALLAHASSEE, FLORIDA 32399
AGREEMENT FOR MODIFICATION TO CORRECT
DESCRIPTION OF PREMISES

to
NO.: \$100.03

ZONE:

WHEREAS the Department of Agriculture and Consumer Services, as Lessee, has previously entered into Lease Number 430: 031, on August 10, 19 71 A.D., effective August 10, 19 71, A.D., which now consists of 135 square feet at a monthly rate of \$ 100.00, the current Lessor being Board of County Commissioners, Nassau County.
(owner's name)

WHEREAS, the Lessor agreed to lease to the Lessee and the Lessee agreed to lease from the Lessor those certain premises described as:
(Copy description from lease in this space)
One room as private office space, located at County Agricultural Building, Hilliard. Services supplied under this lease to include telephone services; utilities and and; part-time secretarial help not to exceed \$600.00 annually.

WHEREAS, both the Lessor and Lessee wish to amend and modify said lease so as to correct description of premises being leased,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. The above described Lease No. 430: 031 is hereby amended and modified to provide the correct description of subject premises as: (Correct description should be shown here)

One room as private office space, located at Multi-purpose Building, Callahan. Services supplied under this lease to include local telephone services; utilities, and part-time secretarial help not to exceed \$600.00 annually.

and;

2. The covenants and conditions contained in the original State of Florida, Department of General Services' Lease Agreement No. 430: 031, as amended by the above modification, are readopted by the Lessor and Lessee and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 12th day of July, 19 88, A.D.

ANY MODIFICATION OF A LEASE AGREEMENT FOR 2,000 SQUARE FEET OR MORE SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF GENERAL SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>If Lessor is an Individual: Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> EX-OFFICIO CLERK</p>	<p>LESSOR:</p> <p><u>[Signature]</u> (SEAL) CHAIRMAN, BOARD OF COUNTY COMMISSIONERS (SEAL)</p>
<p>AS TO LESSOR If Lessor is a Corporation, Partnership, Trust, etc.: Signed, sealed and delivered in presence of:</p> <p>AS TO President, General Partner, Trustee</p>	<p>Name of Corporation, Partnership, Trust, etc:</p> <p>By: _____ (SEAL) Its President, General Partner, Trustee</p> <p>ATTEST: _____ Its Secretary</p>
<p>Signed, sealed and delivered in the presence of:</p>	<p>LESSEE: STATE OF FLORIDA DEPARTMENT OF</p> <p>By: _____ Agency Head</p>
<p>AS TO LESSEE</p> <p>APPROVAL AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF GENERAL SERVICES</p> <p>Division of Facilities Management</p>	<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL DEPARTMENT OF</p> <p>By: _____</p>
<p>APPROVAL DEPARTMENT OF GENERAL SERVICES</p> <p>Director, Division of Facilities Management</p>	<p>Approval Date _____</p>

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 prorata 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 peacefully 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 ACKNOWLEDGEMENT 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.



DEPARTMENT OF GENERAL SERVICES

LARSON BUILDING

TALLAHASSEE, FLORIDA 32301

CERTIFICATION OF COMPLIANCE

TO: Department of General Services

FROM: Department:
Division:
Bureau:

RE: Lease Number 430: 031 (From Request for Prior Approval of Space Need)

The undersigned hereby certifies that the lease is in the best interest of the State, and that it is in compliance with all applicable leasing criteria, as follows:

1. Prior Approval of Need has been obtained. YES NO
2. Prior to entering into this agreement, the availability of State owned or other publicly owned space was determined. SPACE WAS AVAILABLE
SPACE NOT AVAILABLE
3. Standard Lease Agreement or other document has been properly executed by all parties thereto, and if for less than 2,000 square feet, has been approved by this Agency's Attorney as to form and legality. ATTACHED
4. Space has been measured or otherwise verified by this agency, and the net rentable square footage shown is in accordance with the Department of General Services' Standard Method of space Measurement. FLOOR PLAN ATTACHED
ON FILE DGS
5. Rental Rate is within the guidelines established by the Department of General Services. YES NO
6. Statement of disclosure of 4%, or more, ownership interest in leased facility, or in entity holding title to leased facility; and of all public officials, agents, or employees holding any interest, and extent (%) of interest, in leased facility. FORM 4114 ATTACHED
STATEMENT ATTACHED
N/A
7. Competitive proposals were received for leased space of 2,000 square feet or more, and award was made to the lowest and best responsive bidder. Copy of specifications and synopsis of all proposals received are attached. YES N/A
- 8a. Construction or renovations are required for this lease. YES NO
- b. If yes, the proposed construction or renovation plans comply with the Uniform Firesafety Standards of the Division of State Fire Marshal, and approval received therefrom. APPROVAL ATTACHED
APPROVAL PENDING
9. Facility complies with Standards for Special Facilities for the Physically Disabled, or waiver was granted by this agency's Committee. FACILITY COMPLIES
WAIVER GRANTED
10. If applicable, a Life Cycle Energy Analysis was performed by the State. Copy Attached. ATTACHED
N/A
11. If space is in a trailer, mobile unit or hangar, or is for communications purposes, prior approval by the Department of General Services has been obtained. YES NO N/A
12. Provisions for security of leased space have been accomplished. YES NO

13. Remarks: _____

Signed _____

BPM 4113 (R3/87)

Date _____

DISCLOSURE STATEMENT

Zone No. 10

Lease No. 430: 031

Authority: Subparagraph 255.249(2)(h)(i)

Check One:

Privately Owned Entity Holding Title

Entity Holding Title

Name of Entity:

Name of Building:

Multi-purpose Building

Street Address:

U. S. #1 North

City:

Callahan

County: Nassau

This is to certify that the following individual(s) holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the state.

Name
Street and City
Home Address

Street and City

Principal Occupation
and Address (St. & City)

Percent of
Interest

N/A

The equity of all others holding interest in the above named property totals: N/A

If a public official, agent or employee provide: N/A

Name of individual:

Name of public agency:

Position held:

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, which stock is for sale to the general public.

Yes

No

If Owner(s) is an individual:

Owner(s):

Chairman, Board of County Commissioners

Nassau County, Florida

(Print or Type)

Ex-Officio Clerk to the Board

(Print or Type)

If Owner(s) is a Corporation,

Name of Corporation, Partnership,

Trust, etc:

(Print or Type)

CORPORATE
Seal

This is to certify that I,

(Manual Signature)

as _____, am authorized to sign for

(President, General Partner, Trustee, etc.)

the entity shown above and that I have personal knowledge of all of the required

information thereon.

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this

day of _____

A.D., 19 _____

Notary Public

State of Florida

My Commission Expires

(Seal)

Multi-Purpose Bldg.
Callahan, Fl.

EXISTING EXHIBITION HALL

EXHIBITION HALL

