

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: **November 2, 2015**

From: Grants and Contracts Administrator

To: Karla Carusone, Karin Smith

CONTRACT #: 7649

VENDOR: Holbrook Group, Inc.

DESCRIPTION: Third Amendment to Lease Agreement

APPROVED BY: BoCC

APPROVAL DATE: 10/27/15

Received On: 10/30/15

TERM START 10/1/15

TERM END 9/30/15

AMOUNT: n/a

ACCOUNT: n/a

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS
REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One of two original sent to Karla 11/2/15

copy to: F&A
Risk
Purchasing
File

**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND HOLBROOK GROUP, INC. FOR SEAGLE ANNEX**

THIS THIRD AMENDMENT TO LEASE AGREEMENT, made and entered into this 27 day of October A.D. 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and Holbrook Group, Inc, doing business at 9113 Mellon Court, St. Augustine, Florida, 32080, hereinafter referred as "Landlord":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 28, 2011 to lease office space at the Seagle Building Annex, located 408 W University Avenue, Gainesville, Florida and,

WHEREAS, the First Amendment to the agreement was executed on August 9, 2011, and

WHEREAS, the Second Amendment to the agreement was executed on November 18, 2014, and

WHEREAS, the parties wish to further amend the agreement in order to add additional square footage at no additional cost.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated June 28, 2011 as follows:

A. Section 1. The Premises, is deleted and replaced with the following:

The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord ground level office space at the Seagle Building Annex, located at 408 W. University Avenue, Gainesville, Alachua County, Florida, encompassing approximately eight thousand (8,000) square feet of space.

B. Section 4. Rent, is deleted and replaced with the following:

a. Tenant shall pay no rent for August, 2011, and September 2011. Beginning October 1, 2011, Tenant agrees to pay the Landlord monthly rental payments of Eight Thousand One Hundred Sixty Six Dollars (\$8,166.00). All rental payments shall be due on the first day of each month. The Tenant shall submit monthly rental payments to Holbrook Group Inc. and shall mail the rental payments to the Landlord at 9113 Mellon Court, St. Augustine, Florida, 32080. The Tenant shall make all subsequent

rental payments on or before the first day of each month. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C. The Landlord may increase the annual rent, not to exceed the annual change in the Consumer Price Index or three percent, whichever is less, beginning with the first year of the Lease renewal.

b. As of September 2015, the Landlord shall provide additional ground floor office space, estimated at one thousand (1,000) square feet, at no additional cost to the Tenant. All terms in Section 9. Services and Repairs, Section 10. Utilities, Section 11. Janitorial, and Section 12. Pest Control shall remain in effect as the original or previously amended agreement. Exhibit B of the original Lease is hereby replaced with Exhibit C to this Amendment to include the additional office space.

C. Section 28. Notices, is deleted and replaced with the following:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representatives are:

Tenant: Facilities Manager
915 SE 5th Street
Gainesville, Florida 32601

And Director, Alachua County Environmental Protection Department
408 W. University Avenue, Suite 106
Gainesville, Florida 32601

Landlord: David Holbrook
9113 Mellon Court
St. Augustine, Florida 32080

A copy of any notice hereunder shall be sent to:

J. K. Irby, Clerk
12 SE 1st Street, 4th Floor
Gainesville, Florida 32601
Attn: Finance and Accounting

And to: Office of Management and Budget
12 SE 1st Street, 2nd Floor
Gainesville, Florida 32601

This Third Amendment shall take effect upon signature by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease between the parties, dated June 28, 2011 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut IV
Charles S. Chestnut IV, Chair

Board of County Commissioners

Date: 10/29/15

ATTEST:

APPROVED S TO FORM



Robert Lopez
Alachua County Attorney's Office

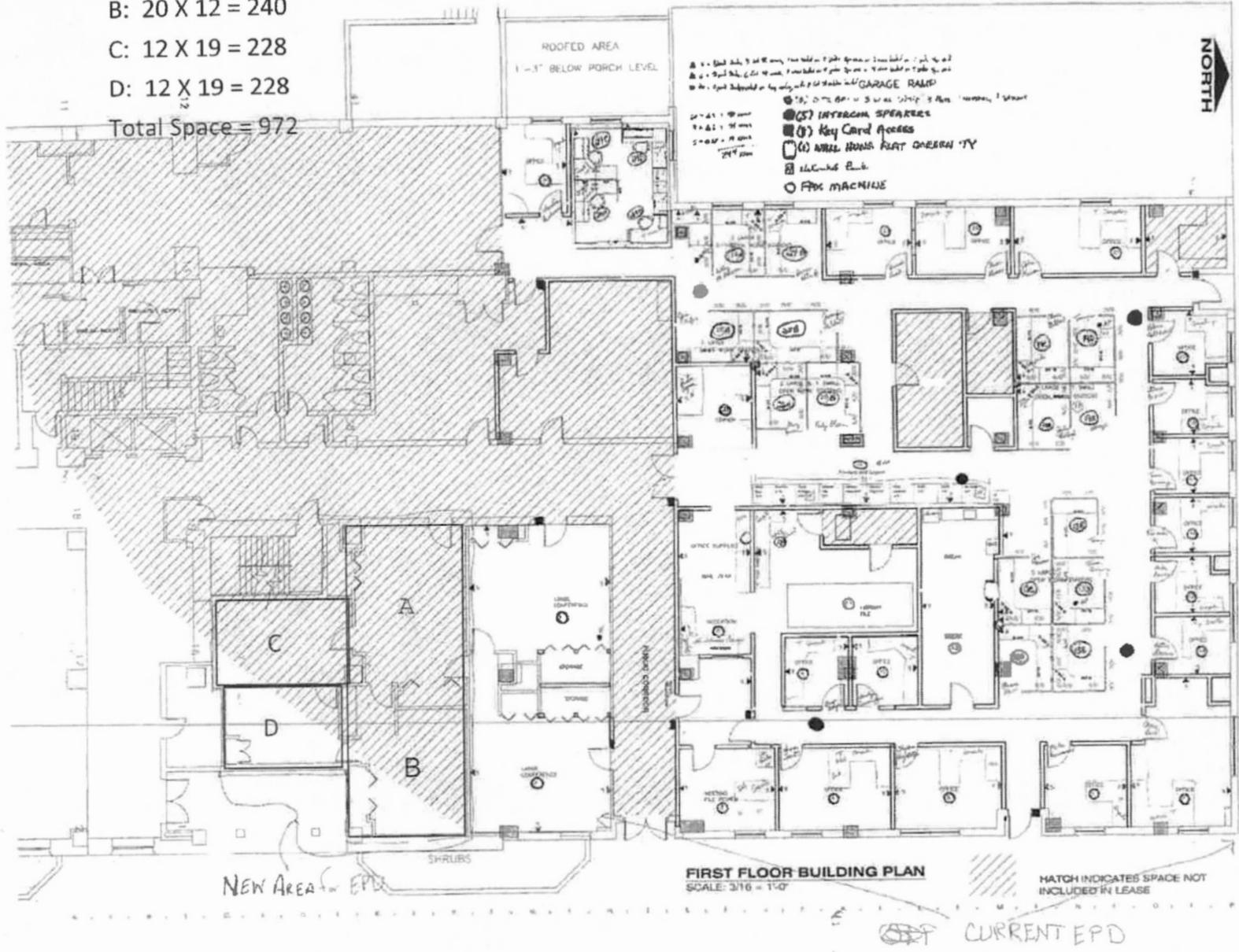
HOLBROOK GROUP, INC

ATTEST (By Corporate Officer)

By: Marilyn K Orozco
Print: Marilyn K Orozco

By: David Holbrook
Print: David Holbrook,
Title: President
Date: 9/21/15

A: 23 X 12 = 276
 B: 20 X 12 = 240
 C: 12 X 19 = 228
 D: 12 X 19 = 228
 Total Space = 972



McKELLIPS ASSOCIATES, INC. ARCHITECTURE

SEAGLE BUILDING FIRST FLOOR NORTH

PROJECT: 2011.04
 DATE: 09/13/08-02

REVISIONS:
 0-0000-00-00

CONCEPT SHEET
A.2

EXHIBIT "C" Seagle Building Annex