

Grants & Contracts - Transmittal Memo

DATE: August 30, 2018

FROM: Purchasing Division, Contracts

TO: Susie Funderburk
Charlie Jackson

CONTRACT #: 10749

VENDOR: Faye Cole Johnson

DESCRIPTION: #10749 1st Amendment Faye Cole Johnson for lease space located at
6520 NW 18th Drive Gainesville FL 32653

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 8/28/2018

RECEIVED ON: August 30, 2018

TERM START: 10/1/2018

TERM END: 9/30/2019

AMOUNT: \$34,797.00

RFP/BID #:

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**FIRST AMENDMENT TO LEASE AGREEMENT #10749
BETWEEN ALACHUA COUNTY AND FAYE COLE JOHNSON, TRUSTEE,
FAYE COLE JOHNSON REVOCABLE LIVING TRUST
FOR LEASE SPACE LOCATED AT 6520 NW 18TH DRIVE, GAINESVILLE, FL 32653**

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this 28th day of August A.D. 2018, 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 the "Tenant" and Faye Cole Johnson, Trustee, Faye Cole Johnson Revocable Living Trust, dated September 21, 2004 doing business at 1940 SE Clatter Bridge Road, Ocala, FL 34471, hereinafter referred to as "Landlord". Collectively, the Tenant and the Landlord shall be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Lease Agreement between Alachua County and Faye Cole Johnson*, dated December 6th, 2017 (the "Lease"), for leased space located at 6520 NW 18th Drive, Gainesville, FL 32653; and

WHEREAS, the Tenant has timely noticed the Landlord of its intent to renew the Term of the Lease for an additional one (1) year period and the Parties wish to amend the Lease to so renew the Term of the Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

A. SECTION # 1 of the Agreement, **Term**, is amended to add the following new paragraph:

The Tenant has timely elected to exercise its option to renew the Term of this Lease for an additional one (1) year period (the "Renewal Term"). The Renewal Term shall commence October 1, 2018 and shall continue through September 30, 2019, unless earlier terminated as provided herein. The Tenant shall have the option to further renew this Lease on a month-to-month basis at the terms and rent outlined herein. The Tenant shall provide written notice 90 days prior to the expiration of the Renewal Term to the Landlord of its intent to exercise its option to further renew this Lease.

B. SECTION # 3.A of the Agreement, **Rent**, is amended to add the following new paragraph:

- A During the Renewal Term, the Tenant agrees to pay the Landlord monthly rental payments of \$2,899.75 from commencement on October 1, 2018. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

C. SECTION #25 Notices is amended in part to update the address of the Landlord as follows:

Landlord: Faye Cole Johnson, Trustee
1940 SE Clatter Bridge Road
Ocala, FL 34471

D. This First Amendment shall take effect October 1, 2018.

E. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement between the Parties, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: Chl S Chittw For
Lee Pinkoson, Chair
Board of County Commissioners

Date: August 28, 2018

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II
Jesse K. Irby II, Clerk

(SEAL)

[Signature]
Alachua County Attorney's Office

LANDLORD

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: Faye Cole Johnson, Trustee

Print: Faye Cole Johnson

Title: owner

Date: 7/17/18

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.

Kenneth L. Guthrie 7-17-18
Notary Public
Personal known to me
KENNETH L. GUTHRIE
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. OCT. 27, 2020
COMM. #GG42916
BONDED BY WESTERN SURETY COMPANY