

## Grants & Contracts - Transmittal Memo

DATE: August 30, 2018

FROM: Purchasing Division, Contracts

TO: Susie Funderburk  
Charlie Jackson

CONTRACT #: 10755

VENDOR: Alachua County Farmer's Market

DESCRIPTION: #10755 1<sup>st</sup> Amendment Alachua County Farmer's Market for lease of real property

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: \$10.00

RFP/BID #:

POR #  
(ENCUMBERANCE):

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

**FIRST AMENDMENT TO LEASE AGREEMENT #10755  
BETWEEN ALACHUA COUNTY AND  
FOR ALACHUA COUNTY FARMERS MARKET, INC. FOR LEASE OF REAL PROPERTY**

THIS FIRST AMENDMENT TO LEASE, made and entered into this 28<sup>th</sup> 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 "County", and Alachua County Farmer's Market, Inc., a not-for-profit Corporation doing business at 5920 NW 13<sup>th</sup> Street, Gainesville, Florida 32653 hereinafter referred to as "Lessee" (collectively, hereinafter the County and Lessee are referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties hereto previously entered into the *Lease Agreement between Alachua County Farmers Market for Lease of Real Property* dated December 12, 2017 (the "Lease"); and

**WHEREAS**, the Parties wish to further amend and extend 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 which is acknowledged by the Parties, the Parties hereby agree to amend the Lease, as follows:

A.. SECTION # 3 of the Lease, **TERM**, is amended and replaced in its entirety to read as follows :

The initial term of this Lease is effective upon execution by both Parties and shall continue through September 30, 2018, unless terminated earlier as provided herein (the "Initial Term").

The Lessee has timely elected to exercise its option to renew the Term of this Lease for an additional one (1) year period (the "First Renewal Term"). The First Renewal Term shall commence October 1, 2018 and shall continue through September 30, 2019, unless earlier terminated as provided herein.

B. SECTION #4 of the Lease, **RENEWAL**, is amended in its entirety to read:

Lessee shall have an option to renew the Lease for three (3) additional one (1) year Terms. The Lessee shall provide written notice to the county of its intent to exercise this option at least ninety (90) days before the end of the then current Term of the Lease.

C. This First Amendment shall take effect and commence on October 1, 2018.

D. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Lease 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: Chris A. Christ # 702  
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

[Signature]  
Alachua County Attorney's Office

(SEAL)

LESSEE

ATTEST (By Corporate Officer)  
By: Greg Yurish  
Print: Greg Yurish  
Title: Treasurer

By: Robin E Popp  
Print: Robin E Popp  
Title: BOARD MEMBER  
Date: 8/11/18

**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.**