CONTRACT NO.

BCC APPROVED \_\_\_\_\_

# ADDENDUM TO LEASE AGREEMENT

**THIS LEASE ADDENDUM** ("Addendum") is entered into upon execution by both parties, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA,** ("Landlord") a body corporate existing under the law of the State of Florida, and **SARASOTA COUNTY**, ("County") a political subdivision of the State of Florida.

# WITNESSETH:

**WHEREAS**, the Landlord owns 72 acres located at the northwest quadrant of the intersection of Beneva Road and Proctor Road, (the "Property"); and

**WHEREAS**, on July 11, 2007, the Landlord and County entered into a Lease Agreement (Contract No. 2007-417), (the "Lease") for the lease of the land, as depicted in Exhibit "A" (the "Leasehold Premises") attached hereto and made a part hereof, along with the right of access to the Leasehold Premises lying within the Property for the relocation of the Florida House; and

**WHEREAS**, the Lease allows the County to sublease the Leasehold Premises to a communitybased organization, such as the Florida House Foundation of Sarasota, Inc. ("the Foundation"); and

**WHEREAS,** on July 10, 2012, the County and Foundation entered into a Sublease Agreement (Contract No. 2012-420), (the "Sublease") to sublease the Leasehold Premises to facilitate, promote and educate the public on home energy saving features, water conservation, and water quality; and

**WHEREAS**, the County approached the Landlord to increase the Leasehold Premises size in order to provide enhanced landscaping; and

**WHEREAS,** the Landlord has agreed to increase the Leasehold Premises, as depicted in Exhibit "B" ("increased Premises"), attached hereto and made a part hereof; and

**WHEREAS,** an Addendum to the Sublease of even date, herewith has been approved by the Board of County Commissioners.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to amend the Lease as follows:

- 1. **Recitals:** The recitals are true and correct and incorporated by reference.
- 2. Leasehold Premises. The Leasehold Premises are hereby increased to 1.2143 acres as described and depicted in Exhibit "B", attached and incorporated herein.
- 3. **Notice.** Replace the Tenant's address for Notices in Section 8. <u>Notice</u>, As to Tenant: with the following:

Sarasota County Facilities and Fleet Management Facilities Planning 1001 Sarasota Center Blvd Sarasota, FL 34240

4. **Terms and Conditions.** Except as expressly amended by this Addendum, all other terms, conditions and provisions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

Remainder of page intentionally left blank; signature page to follow.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year first above written.

## LANDLORD:

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate existing under the law of the State of Florida

**WITNESSES** 

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

BY:	
Print Name:	
As Its: Chair _	
Date:	

Approved for Legal Content October 29, 2015, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: \_\_\_\_ASH\_

## COUNTY

## SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_ Chair

Date:

ATTEST KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

BY: \_\_\_\_\_

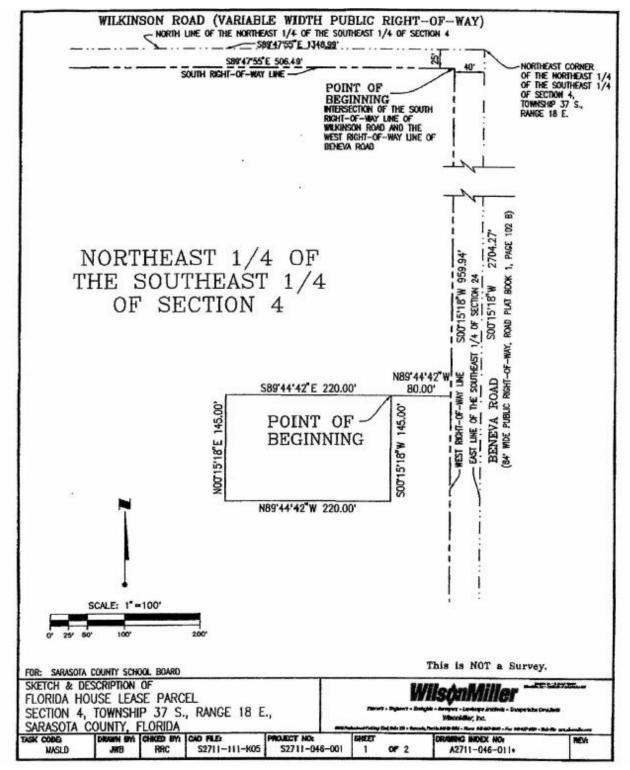
Deputy Clerk

Approved as to form and correctness:

BY:\_\_\_\_\_

County Attorney

#### EXHIBIT "A" LEASEHOLD PREMISES



#### EXHIBIT "A" (continued)

A parcel of land lying in Northeast 1/4 of the Southeast 1/4 of Section 4, Township 37 South, Range 18 East, Sarasota County, Florida and described as follows:

COMMENCE at the intersection of the south right-of-way line of Wilkinson Road (variable width public right-of-way) and the west right-of-way line of Beneva Road (84-foot wide public right-of-way) as recorded in Road Plat Book 1, Page 102, Public Records of Sarasota County, Florida; thence S.00'15'18"W., along said west right-of-way line, a distance of 959.94 feet; thence N.89'44'42"W., a distance of 80.00 feet to the POINT OF BEGINNING; thence S.00'15'18"W., a distance of 145.00 feet; thence N.89'44'42"W., o distance of 220.00 feet; thence N.00'15'18"E., a distance of 145.00 feet; thence S.89'44'42"E., a distance of 220.00 feet to the POINT OF BEGINNING.

Containing 31,900.00 square feet or 0.7323 acres, more or less.

### EXHIBIT "B" INCREASED PREMISES

