

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Third Renewal and Fourth Amendment to Seminole County Probation Office Lease

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date 05/11/04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION: Authorization and approval for Chairman to execute the Third Renewal and Fourth Amendment to Seminole County Probation Office Lease.

BACKGROUND:

The original lease for this location was entered into on February 11, 1997 between W.D. Frederick, Jr. and Seminole County for space to be used by the Probation Office. The lease was further amended on May 22, 2001 to reflect a change in ownership, on May 22, 2002 for the first renewal and again on April 7, 2003 for the second renewal.

The second renewal term of the lease expires June 30, 2004. There are three (3) successive one (1) year renewal periods (at the option of the County) remaining.

The term of the third renewal is July 1, 2004 through June 30, 2005. The renewal rate is \$2,720.85 per month (\$13.06 per square foot). This is a 3% increase over the current annual lease rate. Funds have been budgeted for the renewal.

All other terms and conditions of the lease remain in effect.

District 2, Commissioner Morris

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CASSS01

**THIRD RENEWAL AND FOURTH AMENDMENT TO
SEMINOLE COUNTY PROBATION OFFICE LEASE**

THIS THIRD RENEWAL AND FOURTH AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Lease made and entered into on the 11th day of February, 1997, between **WILSHIRE PLAZA, LLC**, whose address is 775 West State Road 434, Suite H, Longwood, Florida 32750, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, the LANDLORD and TENANT entered into the above-referenced Lease on February 11, 1997, as amended on June 6, 2001, May 22, 2002, and on April 7, 2003, for lease of space for the Seminole County Probation Office; and

WHEREAS, the parties desire to renew the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease as follows:

1. **RENEWAL.** The Lease is hereby renewed for the term of one (1) year from July 1, 2004 through June 30, 2005, unless terminated sooner as provided for therein.

2. For the one (1) year renewal period, the TENANT agrees to pay to the LANDLORD the sum of TWO THOUSAND SEVEN HUNDRED TWENTY AND 85/100 DOLLARS (\$2,720.85) per month (THIRTEEN AND 06/100 DOLLARS (\$13.06) per square foot) for the use of the premises.

3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal and Amendment, as originally set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

WILSHIRE PLAZA, LLC, LANDLORD

Witness

By: _____
GLEN A. LEFFLER, Managing Member

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
4/14/04
3renew-4am-probation office lease