

## AMENDMENT TO OFFICE LEASE

THIS IS AN AMENDMENT TO LEASE AGREEMENT, dated the 4<sup>th</sup> day of February, 2019 by and between the **CITY OF BROOKSVILLE**, a duly organized municipal corporation under the laws of Florida, whose address is 201 North Howell Avenue, Brooksville, FL 34601-2041, (hereinafter called the "LESSOR"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida, (hereinafter called the "LESSEE"), whose address is 20 North Main Street, Brooksville, FL 34601-2800.

### WITNESSETH:

**LESSOR** leased to the **LESSEE** on June 12<sup>th</sup>, 2018 the following described office space, sometimes hereinafter referred to as the leased premises to-wit:

Space designated as general office space, comprising the entire third floor consisting of approximately 9,200 leasable square feet of the Brooksville City Hall located at 201 North Howell Avenue, Brooksville, FL 34601-2099, and

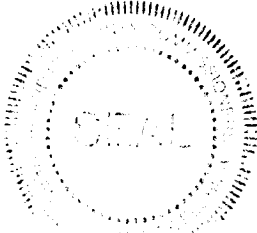
WHEREAS the Parties failed to articulate more clearly the issue of UTILITY bills found in Paragraph 17 of the Lease, and

WHEREAS the parties have now come to a more clearer understanding of exactly what was agreed to, it is therefore agreed and amended as follows to just modify paragraph seventeen (17) of the lease which pertains to UTILITIES to read as follows:

#### 17.        UTILITIES

If the **LESSEE** shall require electrical current, or installs electrical equipment, including, but not limited to, electrical heating, refrigeration, or other machines and equipment other than those typically used in governmental offices, which uses in excess of 120 volts AC, or consumes in excess of 20 amperes, **LESSEE** will obtain prior written approval from the **LESSOR** and pay periodically for the additional direct expense involved, including any installation and maintenance cost thereof. Lessee shall pay all charges together with taxes thereon for telephone, facsimile line, internet connections or other communications services. In addition, Lessee shall pay, as Additional Rent, Lessee's pro-rata share of all Lessor utilities together with taxes thereon, if any, related to the Leased Premises. The Lessee's pro-rata share shall be defined as the total Expense divided by the percentage of square footage comprising the Leased Premises divided by total building square footage (regardless of actual percent of use or occupancy). Such charges shall include, but shall not be limited to gas, water, electricity, garbage service and other like utilities.

Lessee shall pay no more than \$1,000.00 per month to cover estimated monthly utilities costs. Utility expenses are capped at no more than a total of \$12,000.00 per year. At the end of each quarter of the Term of this Lease, the Lessor shall reconcile the Lessee's pro-rata share of utilities together with any taxes thereon against the monthly estimated payments received for the same period. Any overage shall be applied to the next month's Rent and any balance due shall become immediately payable as Additional Rent. If such charges are not so paid, they shall be added to the next or any subsequent month's Rent thereafter to become due and collectable as Rent.



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**

Attest: Margaret DiBattista, D.C.  
for DOUGLAS A. CHORVAT, JR.  
Clerk

By: [Signature]  
JEFF HOLCOMB  
Chairman

**CITY OF BROOKSVILLE**

Attest: Jennifer Battista  
~~SANDRA KIRBY~~  
~~Deputy City Clerk~~

By: William J. Kemmerer  
WILLIAM KEMERER  
Mayor

Approved by: [Signature]  
GARTH COLLER  
County Attorney

[Signature]  
GRETCHEN R.H. ("BECKY") VOSE, ESQ.  
City Attorney