

ASSIGNMENT OF LEASE AND RENT

THIS ASSIGNMENT OF LEASE AND RENT (“Assignment”) is entered into as of the ___ day of January, 2020 by and between Theodore Bartosiewicz, 617 San Carlos Drive, Grand Prairie, Texas, 75051-4104, (“Seller”) and Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, (the “County”):

RECITALS

WHEREAS, on December 3, 2019, Seller and County entered into an Agreement to Purchase and Sell Real Estate (the “Agreement”) for the property located at 2601 51st Avenue, Vero Beach, FL 32966 (the “Property”) for future right-of-way for the expansion of 26th Street; and

WHEREAS, Seller currently holds a residential lease on the Property for the following Tenants: Nick and Ember Pappas; and

WHEREAS, it is the intent of the Seller and the County that the Tenants will continue to lease the Property on the same terms as those set forth in their Lease Agreement (Lease), and said Lease will expire on March 1, 2020 and the Lease will not be renewed or extended; and

WHEREAS, as part of the Agreement, the Seller will assign all of its right, title and interest in the Lease to the County on the same terms as those set forth in the Lease.

NOW THEREFORE, in consideration of the mutual undertakings herein stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Effective Date**. Commencing on January ____, 2020, upon closing of the Agreement, Seller hereby assigns all of his right, title and interest in the Lease, including the right to receipt of rents, to the County on the same terms as those set forth in the Lease.
3. **Coordination and Cooperation for January Payment**. At closing, the rent for January 2020 will be prorated so that Seller will retain rent up to and including the day of closing and the County shall be entitled to the rent from the day after closing forward until the termination of the Lease. Seller agrees to contact the County should Seller receive any rent payments for February or any future month’s rent from the Tenants. The Parties agree to cooperate and execute any documents necessary to effectuate the terms of this Assignment.
4. **Last Month’s Rent and Security Deposit**. Seller does not hold any last month’s rent or security deposit.
5. **Notification of Assignment**. The County shall send a copy of this Assignment to the Tenants at the below address as contained in their Lease:

Nick and Ember Pappas
2601 51st Avenue
Vero Beach, FL 32966
772-501-3924
pappasel@mail.irsc.edu

6. **Future Rent Payments.** All future rent payments shall be remitted to:

Indian River County
Attn. Finance Department
1801 27th Street
Vero Beach, FL 32960

If Tenants wish to make payment via electronic methods Tenants are encouraged to contact the Finance Department at 772-226-1570.

7. **Notices Concerning the Lease.** All notices concerning the Lease and the Property should be directed to :

Indian River County
Attn: Public Works Director
1801 27th Street
Vero Beach, FL 32960
(772) 226-3490

8. All other provisions of the existing Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Seller has executed this Assignment this ___ day of January, 2020.

SELLER

THEODORE BARTOSIEWICZ

Witnessed by:

signature: _____
Printed name: _____

signature: _____
Printed name: _____

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Susan Adams, Chairman

Date Approved: _____

ATTEST: Jeffrey R. Smith
Clerk of the Court and Comptroller

By: Deputy Clerk

APPROVED AS TO FORM:

APPROVED:

William K. DeBraul
Deputy County Attorney

Jason E. Brown, County Administrator