

## LEASE EXTENSION

**THIS LEASE EXTENSION AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between FP-DW, LLC and FP-DX, LLC, Florida limited liability companies organized under the laws of Florida with their principal address at 3777 West Fork Rd., Cincinnati, OH 45247 (“**LANDLORD**”), and, **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (“**TENANT**”).

**WHEREAS**, the previous owner and Tenant entered into a twenty four (24) month lease agreement for certain parcels along Indian River Drive, Fort Pierce, Florida, attached hereto as Exhibit “A”, on March 1, 2012; and

**WHEREAS**, FP-DW, LLC, became the owner of Parcel W, more fully described in Exhibit “A”, and FP-DX, LLC, became the owner of Parcel X, more fully described in Exhibit “A”, and both wish to continue with the lease with TENANT provided the following changes.

**WHEREAS**, LANDLORD and TENANT, executed a Lease Extension, extending the Lease for another twenty four (24) month period ending February 28, 2017.

**WHEREAS**, LANDLORD and TENANT have mutually agreed to another twenty-four (24) month lease extension as provided under said Lease.

**NOW, THEREFORE**, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

- 1) The Lease term shall be extended for an additional twenty-four (24) month period, commencing on March 1, 2017.
- 2) Section 1 is modified to allow both LANDLORD and TENANT the ability to terminate the Lease for any reason, provided the party that wishes to terminate provides the other party with thirty (30) day written notice to the other in the manner provided in Section 9.
- 3) Section 9 is modified as follows:

LANDLORD:  
FP-DW, LLC and FP-DX, LLC  
3777 West Fork Rd.,  
Cincinnati, OH 45247

Copy To:  
Lindsay Demmery, Esq.  
Prestige Land & Law, PLLC  
120 Butler St., Suite B  
West Palm Beach, FL 33407

TENANT:  
CITY OF FORT PIERCE  
c/o City Manager  
100 North US1  
P.O. Box 1480  
Fort Pierce, FL 34954

Copy to:  
City Attorney  
100 North US1  
P.O. Box 1480  
Fort Pierce, FL 34954

4) Section 7 is modified as follows:

7. LIABILITY: TENANT agrees to fully indemnify LANDLORD, and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, the TENANT'S employees, agents, guests, invites, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the leased Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or within the Demised Premises, including any allegations of negligent maintenance of the property during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

- 5) All other terms and conditions of the Lease shall remain the same.
- 6) This Agreement may be executed by the parties listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.


CITY OF FORT PIERCE, a municipal corporation, TENANT

Attest:

\_\_\_\_\_  
Linda Cox, City Clerk

By: \_\_\_\_\_  
Linda Hudson, Mayor

Approved as to Form and Correctness:

  
\_\_\_\_\_  
James M. Messer, Esq.  
City Attorney

Witnesses:  
\_\_\_\_\_  
Print:

\_\_\_\_\_  
Print:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, to me known to be the person described in and who executed foregoing document and who has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD:**

FP-DW, LLC

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

Print:

Its: designated authorized representative of Johnson Trust Company as Trustee of the Lynne Meyers Gordon Revocable Trust dated September 29, 1998, as amended, Member of LMGRT

FP-DX, LLC

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

Print:

Its: designated authorized representative of Johnson Trust Company as Trustee of the Lynne Meyers Gordon Revocable Trust dated September 29, 1998, as amended, Member of LMGRT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**I HEREBY CERTIFY** that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, \_\_\_\_\_, as authorized agent of FP-DW, LLC, and FP-DX, LLC. to me known to be the person described in and who executed foregoing document and who has produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_