

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement between Landlord and Tenant ("Amendment") is dated effective as of July 1, 2017 ("Effective Date"), and is entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("Landlord"), and Jetty View, LLC, a Florida Limited Liability Company ("Tenant").

Landlord and Tenant entered into that certain Lease between Landlord and Tenant dated effective July 1, 2016 (the "Lease").

Landlord and Tenant now desire to amend the terms of the Agreement as more particularly set forth below:

1. The Lease is hereby renewed and shall terminate on December 31, 2017.
2. Rent for the Demised Premises shall be six thousand (\$6,000) dollars per month effective July 1, 2017.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.
3. This Amendment embodies the entire agreement between Landlord and Tenant with respect to the amendment of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Lease, the purpose of this Amendment being simply to amend and ratify the Lease, as hereby amended and ratified, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment effective as of the Effective Date.

Jetty View Lease, LLC

City of Fort Pierce, Florida

Jeb Fries, Managing Member

Date

Linda Hudson, Mayor

Date

Attest:

Linda Cox, City Clerk

Approved as to form and correctness:

James M. Messer, City Attorney

COMMERCIAL LEASE AGREEMENT
[Land only]



This Lease Agreement is effective on this 1st day of July, 2016, by and between the **Jetty View, LLC**, a Florida Limited Liability Company, whose mailing address is 103 Central Avenue, Fredonia, New York ("LANDLORD"); and the **City of Fort Pierce, Florida**, a municipal corporation, whose mailing address is 100 North U.S. Highway 1, Fort Pierce, Florida ("TENANT").

In consideration of the mutual covenants contained herein, LANDLORD and TENANT agree as follows:

1. LEASED PROPERTY.

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, legally described as follows:

Parcel ID: 2401-501-0043-000/8

Parcel ID: 2401-501-0044-000/5

Parcel ID: 2401-501-0040-000/7

A total of three (3) parcels as shown and depicted on the attached Exhibit "A" (Proposed Lease Area), with a general description of the parking lot and improvement to be constructed thereon (Temporary Parking Area) depicted on Exhibit "B", said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

2. TERM.

The term of this Lease shall be for an initial period of twelve (12) months, commencing on July 1, 2016, unless extended or terminated as provided herein.

If TENANT shall, with acknowledgment and consent of LANDLORD, continue to remain in possession of the Demised Premises after the expiration of the Term of this Lease, such holding over shall be on a month-to-month basis and shall not constitute a reletting or releasing of the Demised Premises unless the Parties otherwise agree.

3. RENT:

Rent for the Demised Premises shall be in an annual amount of Forty Eight Thousand (\$48,000) and No/100 Dollars, payable to LANDLORD in payments of Four Thousand (\$4,000) and No/100 Dollars per month.

Rent due shall be prorated in the event of termination during the initial or any subsequent term.

4. SPECIAL PROVISIONS.

a) INSURANCE: TENANT shall maintain its currently existing General Liability insurance coverages of \$200,000 each person/\$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement and shall provide a minimum of sixty (60) days notice to LANDLORD prior to cancellation or termination of the insurance policy.

b) USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. During the term of this Lease TENANT shall maintain the property as may be required by all government authorities and collect and control trash and refuse. TENANT shall comply with all environmental rules and regulations applicable to temporary parking facilities. TENANT shall make no alterations or additions, except of the parking lot improvements, generally depicted on Exhibit "B", without prior written consent of LANDLORD.

c) ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Lease without the written consent of the LANDLORD.

d) NOTICES: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by

registered or certified mail, return receipt requested, to the following:

LANDLORD:

Jetty View, LLC
103 Central Avenue
Fredonia, New York

Copy To:

jfries2@stny.rr.com

TENANT:

CITY OF FORT PIERCE
City Manager
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

City Attorney
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954
awilkinson@city-
ftpierce.com

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

e) JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

f) TREE REMEDIATION: TENANT shall remove the large trees located on the Demised Premises that cannot economically be relocated; and to remediate such removal, TENANT shall plant five (5) palm trees on the Western border of the Demised Premises and relocate any smaller trees that can be economically relocated to the Western Border of the Demised Premises.

6. INTEGRATION; AMENDMENTS.

(a) This written Lease Agreement and Exhibits "A" and "B" contain the entire Agreement of the undertakings by and between the parties hereto relative to the leasing of the premises. No prior or present agreements, representations, statements, or promises, whether oral or written, made by any party or agent of any party hereto which is not contained herein shall be binding or valid.

(b) No provision of this written Lease Agreement or Exhibits "A" and "B" may be amended, extended or modified except by written instrument executed by all parties to this Lease Agreement.

IN WITNESS WHEREOF, we the LANDLORD and TENANT, have hereunto affixed our hands and seals.

LANDLORD: JETTY VIEW, LLC

By: Jeb Fries, Managing Member

Date: 6/21/16

Witnesses:

[Signature]

PETER R. MOZZ
Print Name

[Signature]

Heather L. Fox
Print Name

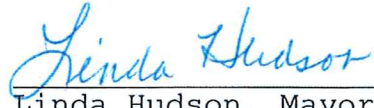
STATE OF NEW YORK
COUNTY OF Chautauque

The foregoing instrument was acknowledged before me this 21st day of June, 2016, by **Jeb Fries**, as Managing Member of **Jetty View, LLC** on behalf of the company, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Kelly E. Brown
Notary Public, State of New York
No. 01BR6251723
Qualified in Chautauque County
My Commission Expires Nov. 21, 2019
Sign: [Signature]
Print: Kelly E Brown
State of New York
Commission No. 01BR6251723
My Commission Expires: 11/21/19

TENANT: CITY OF FORT PIERCE, FLORIDA



Linda Hudson, Mayor

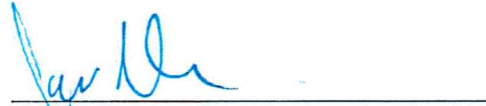
Date: 6/16/16

ATTEST:



Linda Cox, City Clerk

Approved as to form
And correctness:



Jim Messer
City Attorney