

**FIRST AMENDMENT TO
LEASE AGREEMENT FOR 100 SAVANNAH ROAD**

THIS FIRST AMENDMENT to the Lease Agreement for 100 Savannah Road is made, entered into, and effective this 4th day of October 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the “City”) and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the “Sunrise Humane Society”).

RECITALS

WHEREAS, effective April 1, 2022, the City and the Sunrise Humane Society (the “Parties”) entered into a lease agreement for the property located at 100 Savannah Road (the “Lease Agreement”); and

WHEREAS, effective March 1, 2021, the Parties entered into a corresponding service agreement (the “Service Agreement”), whereby the Sunrise Humane Society agreed to operate an animal shelter at 100 Savannah Road (the “Savannah Shelter”); and

WHEREAS, the Parties agree that it is in the best interest of the animals housed at the Savannah Shelter to terminate the Service Agreement, effective October 4, 2022; and

WHEREAS, by mutual agreement of the Parties, shelter operations were transferred to the City effective October 1, 2022; and

WHEREAS, Article 15.0 of the Lease Agreement provides for the termination of the Lease Agreement upon a minimum of sixty (60) days’ notice with cause and one hundred twenty (120) days’ notice without cause; and

WHEREAS, the Parties agree to amend the Lease Agreement to provide for earlier termination of the Lease Agreement, effective on October 4, 2022;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.
2. Article 15.0 of the Lease Agreement is deleted in its entirety and replaced with the following Article 15.0:

ARTICLE 15.0 TERMINATION.

The Lease Agreement shall terminate on October 4, 2022 (the “Termination Date”). After the Termination Date, neither party shall have any duty or obligation to the other under the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers effective as of the date first stated above.

ATTEST:

CITY OF FORT PIERCE

By: _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: _____
Julie Kittams, DVM, President

**STATE OF FLORIDA
COUNTY OF ST. LUCIE**

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.**, who executed the foregoing instrument and produced _____ as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this _____ day of _____, 2022.

Notary Public signature

Print name

My commission expires: _____

