

**FIRST AMENDMENT TO LEASE TO
AGREEMENT TO LEASE AND IMPROVE THE
HUMAN DEVELOPMENT AND
RESOURCE CENTER GYMNASIUM**

THIS FIRST AMENDMENT TO THE AGREEMENT TO LEASE AND IMPROVE THE HUMAN DEVELOPMENT AND RESOURCE CENTER GYMNASIUM (the "Agreement") is made and enter into as of this 27 day of August 2024 ("Effective Date"), by and between the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, Florida, and joined by the City of Fort Pierce, Florida (herein collectively "Landlord") and the Boys & Girls Clubs of St. Lucie County, a non-profit Florida corporation ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into a Lease Agreement dated October 27, 2020 and recorded in Official Records Book 4503, Page 1970, for the Human Development and Resource Center Gymnasium located at the corner of 29th Street and Avenue D in the City of Fort Pierce (the "Premises"); and

WHEREAS, the parties desire to amend the Lease to clarify the responsibilities and duties of the parties as set forth herein.

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Agreement to Lease and Improve the Human Development and Resource Center Gymnasium as follows:

1. **Maintenance and Repair.** Paragraph 9, entitled "Maintenance and Repair," is hereby deleted and replaced with the below Paragraph 9 to clarify the responsibilities of the parties:

9. **MAINTENANCE AND REPAIR.** Tenant shall at all times maintain the gymnasium, and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state, or federal statutes, codes, ordinances and rules. Tenant shall be responsible for the daily cleaning and upkeep of the Demised Premises consisting of janitorial services and repairs in order to ensure that the Demised Premises remain in proper condition and appearance. Landlord shall be responsible for maintenance, repair, and replacement of any and all systems and structures, both interior and exterior, including but not limited to interior and exterior walls, ceiling, floor, roof, windows, doors, electrical systems, HVAC systems, plumbing systems, and fixtures that are permanently affixed to the structure and are required for proper structural functionality.

2. **No Further Amendments.** Except as specifically modified and amended hereby, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

WITNESSES:

By: [Signature]
Print Name: Joanna Marcelli
Address: 3915 Duval Ave
Port St. Lucie, FL 34947

By: [Signature]
Print Name: Linda Soto
Address: 6139 NW Gaton Drive
Port St. Lucie, FL 34986

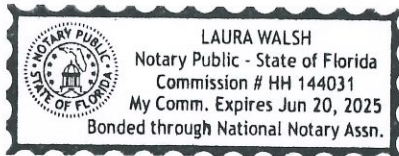
"Tenant"

Boys & Girls Clubs of St. Lucie County, a non-profit Florida corporation

By: [Signature]
Print Name: Will Armstead
Title: CEO

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 27th day of August, 2024, by Will Armstead as CEO of Boys + Girls Clubs of St. Lucie County, Inc. ~~AUDUBON DEVELOPMENT, INC.~~, a Florida corporation. Said person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



[Signature]
Notary Public, State of Florida
Print Name: Laura Walsh
Commission #: HH 144031
My Commission Expires: 6/20/25

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Landlord"

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: _____
Print Name: _____
Address: _____

By: _____
Linda Hudson, Mayor

By: _____
Print Name: _____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) is personally known to me, produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"Landlord"

FORT PIERCE REDEVELOPMENT
AGENCY, a community redevelopment
Agency established pursuant to Florida
Statutes Chapter 163

By: _____
Print Name: _____
Address: _____

By: _____
Linda Hudson, Chairwoman

By: _____
Print Name: _____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before this _____ day of
_____, 2024 by _____ as _____
of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established
pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) is
personally known to me, produced a driver's license issued by a state of the United
States within the last five (5) years as identification to wit:

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____