

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Second Amendment") is made this ____ day of _____, 2016, by and between **THE CITY OF KEY WEST**, a municipal corporation (hereinafter referred to as "Lessor"), whose address for purposes of notice is P.O. Box 1409, Key West, FL 33041, and the **FLORIDA KEYS MOSQUITO CONTROL DISTRICT**, formerly known as the Monroe County Mosquito Control District and the Monroe County Anti-Mosquito District, a political subdivision of the State of Florida, (hereinafter referred to as "Lessee"), whose address for purposes of notice is 5224 College Road, Florida, 33040.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease (hereinafter referred to as "Lease Agreement") on the 6st day of May, 1959; and

WHEREAS, on the 6th day of June, 1977, the term of the Lease Agreement was extended to May 5, 2014, pursuant to a Lease Extension Agreement (hereinafter referred to as "First Amendment"); and

WHEREAS, the parties desire to extend the term of the Lease Agreement for a period of time to enable the Lessee to relocate its operations as well as amend certain provisions of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitations of fact are true and correct and incorporated herein by this reference.

2. That certain unnumbered provision in the Lease Agreement providing for a term of twenty (20) years, as modified by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"The term of this Lease Agreement is hereby extended from May 5, 2014, through and including March 31, 2018."

3. The Lease Agreement is hereby amended by the addition of a paragraph styled No. 7 to provide as follows:

“The Lessee shall cease operations at the demised premises no later than December 31, 2017. No later than January 1, 2018, the Lessee shall commence the removal of Lessee’s personal property from the demised premises, and Lessee shall complete the removal of Lessee’s personal property and vacate the demised premises no later than March 31, 2018.”

4. Paragraph 1 of the Lease Agreement is deleted in its entirety and replaced with the following:

“Lessee shall pay Lessor rent in the amount of \$1.00 per year payable on the 6th day of May for each year of this Lease Agreement. In the event Lessee continues to occupy any portion of the demised premises beyond March 31, 2018, Lessee shall be liable to Lessor for market rate rent retroactive to April 1, 2016, through the date that Lessee vacates the demised premises. Further, pursuant to section 83.06, Florida Statutes, Lessee shall be liable to Lessor for double the market rate rent for the period beginning on April 1, 2018, and continuing through the date Lessee vacates the demised premises. The annual market rate for the 7,392 square feet which comprise the office area shall be calculated at \$28.00 per square foot. The annual market rate for the 2,399 square feet which comprise the garage area shall be calculated at \$16.00 per square foot. The annual market rate for the 1,228 square feet which comprise the lab/warehouse area shall be calculated at \$16.00 per square foot.”

5. This Second Amendment may be executed in counterparts. Except as expressly modified by this Second Amendment, all terms and conditions of the Lease Agreement, as modified by the First Amendment, remain in full force and effect, and binding upon the parties in accordance with its terms. In the event of any conflict between the terms of the Lease Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control. Lessee further represents and warrants it is not in default of any of the conditions or covenants of the Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 2016.

[SIGNATURE PAGES FOLLOW]

ATTEST:

By: _____
Cheryl Smith, City Clerk

THE CITY OF KEY WEST

By: _____
Printed Name: _____
Its: _____

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, as _____, of The City of Key West, a municipal corporation, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

**FLORIDA KEYS MOSQUITO
CONTROL DISTRICT**

By: _____
Michael Doyle, its Executive Director

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Michael Doyle, as Executive Director of Florida Keys Mosquito Control District, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____