

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 2015, by and between City of Key West hereinafter (“LANDLORD”) and, Simonton Beach Enterprises, LLC (hereinafter “TENANT”).

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on March 16, 2011, (hereinafter the “Lease Agreement”), pertaining to the premises located at Simonton Street Beach, Key West, Florida, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit “A”; and

WHEREAS, the LANDLORD and TENANT now desire to amend the Lease Agreement.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LANDLORD and TENANT agree as follows:

1. Section 14 of the Lease Agreement shall be amended to provide for a one time abatement of rent in the amount of \$19,944.28 for losses incurred during the two month period that the business was closed due to LANDLORD'S construction of the Simonton Street storm water outfall during the months of September and October of 2014.

2. Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Lease Agreement on the date first written above.

Landlord: City of Key West

ATTEST:

Cheryl Smith, City clerk

By: _____
Craig Cates, Chairman

Tenant: Simonton Beach Enterprises, LLC

Witness

By: Ricard E. Spencer, Manager Member

Witness

The foregoing First Amendment to Lease Agreement was acknowledged before me this ____ day of _____, 2015, by Richard E. Spencer, as Managing Member of Simonton Beach Enterprises, LLC, who is personally known to me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

Exhibit "A"
Lease Agreement