

### THIRD AMENDMENT TO LEASE AGREEMENT

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (hereinafter referred to as "Third Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 6<sup>st</sup> day of May 1959; and

**WHEREAS**, on the 6<sup>th</sup> 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 pursuant to the Second Amendment to Lease Agreement date April 7, 2016 (hereinafter referred to as "Second Amendment") was extended to March 31, 2018; and

**WHEREAS**, due to an unforeseen act of God, the parties desire to further extend the term of the Lease Agreement to enable the Lessee to relocate its operations;

**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 and by the Second Amendment, is hereby deleted in its entirety and replaced with the following:

"The term of this Lease Agreement is hereby extended from April 1, 2018 through and including June 30, 2018. Lessee shall cease operations as of March 31, 2018 and vacate the Premises no later than June 30, 2018."

3.. This Third Amendment may be executed in counterparts. Except as expressly modified by this Third Amendment, all terms and conditions of the Lease Agreement, as modified by the First Amendment, and by the Second 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 Third Amendment, the terms of this Third 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 \_\_\_\_\_, 20\_\_.

[SIGNATURE PAGES FOLLOW]

**ATTEST:**

By: \_\_\_\_\_  
Cheryl Smith, City Clerk

**THE CITY OF KEY WEST**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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:

*Rochele Miller*

Signature of Witness

Rochele L Miller

Printed Name of Witness

*Chrissy Blaxom*

Signature of Witness

Chrissy Blaxom

Printed Name of Witness

**FLORIDA KEYS MOSQUITO  
CONTROL DISTRICT**

By: *Andrea L. Leal*

Andrea L. Leal, its Executive Director

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2017,  
by Andrea L. Leal, as Executive Director of Florida Keys Mosquito Control District, who is  
personally known to me ~~or has produced~~ as identification

(Notary Seal)

*Brinin Michael Behrend*

Notary Public, State of Florida

Print Name: Brinin Michael BEHREND

My Commission Expires: 10/4/2020



Brinin Michael Behrend  
Commission # GG003801  
Expires: October 4, 2020  
Bonded thru Aaron Notary