

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECONDAMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Second 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 7th day of May 2002; and

WHEREAS, on the 7th day of April 2016, the term of the Lease Agreement 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 ten (10) 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 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 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 _____, 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 _____, 20___, 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 28th 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