

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Key West, a municipal corporation, hereinafter ("LESSOR") and Garrison Bight SMI, LLC, whose riparian upland is pursuant to a lease with the City of Key West located at Angelfish Pier on Palm Avenue Key West, Florida 33040, (hereinafter "TENANT").

### WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 1<sup>st</sup> day of June, 2020 and as modified by assignment on the 2<sup>nd</sup> day of February, 2022 for the property located and described as follows:

An 820 square foot portion of Angelfish Pier 4 feet by 205 feet  
more particularly described and shown on Exhibit A of the lease.

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto,

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 Lease Term: The lease termination date shall be November 30, 2028.
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 Second Amendment to Lease Agreement on the date first written above.

City of Key West

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

By: \_\_\_\_\_  
Teri Johnston, Mayor

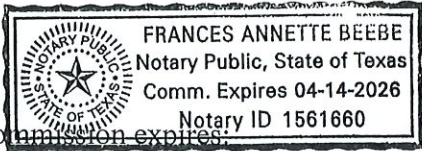
  
\_\_\_\_\_  
Witness

Garrison Bight SMI, LLC

By:   
\_\_\_\_\_  
Bryan Redmond, President

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this 7<sup>th</sup> day of April, 2023, by Bryan Redmond, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.



My commission expires:

Frances Annette Beebe  
Notary Public

Print name: Frances Annette Beebe

Lessor

The foregoing First Amendment to Lease Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

Print name: \_\_\_\_\_

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Key West, a municipal corporation, hereinafter ("LESSOR") and Garrison Bight SMI, LLC, whose riparian upland is pursuant to a lease with the City of Key West located at Angelfish Pier on Palm Avenue Key West, Florida 33040, (hereinafter "TENANT").

### WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 21st day of September, 2019 as first amended on the 7<sup>th</sup> day of April 2020 and as modified by assignment on the 2<sup>nd</sup> day of February, 2022 for the property located and described as follows:

A parcel of submerged land in Section 33, Township 67 South, Range 25 East, in Monroe County, containing approximately 19,874 square feet, more particularly known as Parcel H and described as shown on Exhibit A of the lease.

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto,

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 Lease Term: The lease termination date shall be November 30, 2028.
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 Second Amendment to Lease Agreement on the date first written above.

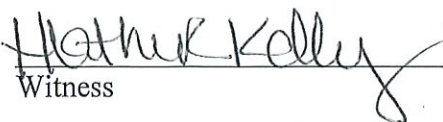
City of Key West  
A Municipal Corporation

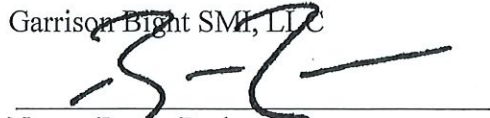
ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

By: \_\_\_\_\_  
Teri Johnston, Mayor

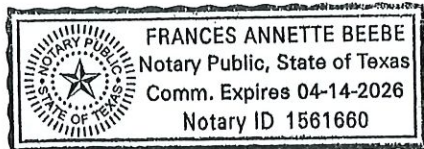
Garrison Bight SMI, LLC

  
Witness

  
Name: Bryan Redmond  
Title: President

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this 3<sup>rd</sup> day of April, 2023 by Bryan Redmond, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.



My commission expires:

Frances Annette Beebe  
Notary Public

Print name: Frances Annette Beebe

Lessor

The foregoing First Amendment to Lease Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

Print name: \_\_\_\_\_



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### WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 14th day of April, 2020 and as modified by assignment on the 2<sup>nd</sup> day of February, 2022 for the property located and described as follows:

A fifty percent portion of parcel I of submerged land in Section 33  
Township 67 South, Range 25 East, in Monroe County,  
Containing approximately 8,200 square feet,  
more particularly described and shown on Attachment A of the lease.

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto as Exhibit "A",

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 Lease Term: The lease termination date shall be November 30, 2028.
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 Second Amendment to Lease Agreement on the date first written above.

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

City of Key West  
A Municipal Corporation

By: \_\_\_\_\_  
Teri Johnston, Mayor

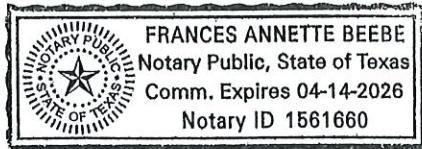
  
Witness

Garrison Bight SMI, LLC

  
Name: Bryan Redmond  
Title: President

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this 3<sup>rd</sup> day of April, 2023, by Bryan Redmond, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.



My commission expires:

Frances Annette Beebe  
Notary Public

Print name: Frances Annette Beebe

Lessor

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\_\_\_\_\_  
Notary Public

My commission expires:

Print name: \_\_\_\_\_