

SECOND AMENDMENT AND RENEWAL OF LEASE AGREEMENT

THIS AMENDMENT AND RENEWAL OF RENEWAL OF LEASE AGREEMENT (“Renewal”) is entered into as of the ____ day of August, 2020 by and between St. Lucie Battery and Tire Company, a Florida corporation, (“Lessor”) and Indian River County, a political subdivision of the State of Florida (the “Lessee”):

RECITALS

WHEREAS, on June 23, 2015, Joseph G. Miller and Lessee entered into a lease agreement (the “Lease Agreement”) for the use of the property located at 1893 90th Avenue, Vero Beach, Florida (the “Leased Premises”) to serve as a short term location for a modular Fire Station #7; and

WHEREAS, on November 2, 2016, Joseph G. Miller, individually, and as Trustee of the Joseph G. Miller Revocable Living Trust, dated October 2, 1986, deeded the Leased Premises to Lessor; and

WHEREAS, on May 2, 2017, Lessor and Lessee entered into an Amendment to Lease Agreement, reflecting St. Lucie Battery and Tire Company as the Lessor on the Lease Agreement; and

WHEREAS, the Lease Agreement allows the Lessee to renew the Lease Agreement, at its sole discretion, for 3 additional one (1) year terms; and

WHEREAS, on June 19, 2018, the Lessor and Lessee renewed the Lease Agreement for the second one (1) year term; and

WHEREAS, on June 19, 2019, the Lessor and Lessee renewed the Lease Agreement for the third one (1) year term;

WHEREAS, it is the intent of the Lessor and the Lessee that the Lease Agreement be amended so it can be extended for an additional one (1) year term with the option to extend the lease for an additional three (3), one year terms;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Amendment.** The Lease Agreement is hereby amended to provide for an additional term of one year from June 19, 2020 to June 18, 2021. Following the additional term, the Lessee shall have the right to renew the Lease Agreement for three (3) additional one year terms, provided however, that the Lessee informs the Lessor one hundred twenty (120) days before the expiration of the lease of the Lessee’s desire to exercise its right to the additional

one-year term. Be it further amended that the rental rate paid to the Lessor by the Lessee be increased by 3% to \$1,060.90 per month or \$12,730.80 annually. The rent shall increase by 3% each successive year the Lease Agreement is renewed by Lessee.

- 3. All provisions of the Lease Agreement, as amended by the Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument this ____ day of August, 2020, nunc pro tunc June 18, 2020.

INDIAN RIVER COUNTY, FLORIDA

St. Lucie Battery and Tire Company

Susan Adams, Chairman
Board of County Commissioners

By: G. Douglas Miller
Title: President
Witnessed by:

Date Approved: _____

ATTEST: Jeffrey R. Smith
Clerk of the Court and Comptroller

signature:_____
Printed name:_____

By:_____
Deputy Clerk

signature:_____
Printed name:_____

APPROVED AS TO FORM:

APPROVED

Dylan Reingold, Esq.
County Attorney

County Administrator