

EXTENSION OF LEASE AND AGREED NOTICE TO VACATE

This Extension of Lease and Agreed Notice to Vacate to allow adequate time to vacate entered into on the _____ day of May, 2017, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 (“County”), and Timothy E. and Joshana Tynes, husband and wife, doing business as Mermaid Carwash, Inc. (“Tenant”) whose address is 1935 43rd Avenue, Vero Beach, FL 32960.

WITNESSETH:

WHEREAS, the County contracted to purchase Tenant’s property on December 16, 2008. The 0.47 acre property currently contains a carwash facility that was built in 1984 consisting of a two-bay automatic carwash and 3-self service wash bays with a covered vacuum area; and

WHEREAS, the purchase of the property was in lieu of eminent domain, as the County is planning to widen and improve the 43rd Avenue/State Road 60 intersection (Project); and

WHEREAS, as part of the consideration for purchase of the property, the County agreed to lease back the property to Tenant. The current lease expired April 30, 2017; and

WHEREAS, the County and the Florida Department of Transportation (FDOT) have entered into an agreement whereby FDOT acquires the rights-of-way needed for the Project. Under the method of acquisition used by FDOT, the rights-of-way must be “certified” as vacant, cleared and ready for road construction; and

WHEREAS, the Tenant has requested an extension to the lease and FDOT and the County have no objections to granting the Tenant an extension of the lease for one hundred twenty (120) days to allow for the Tenant to look for locations to move his business, remove any equipment for the exiting site; and vacate the premises; and

WHEREAS, the County will demolish the remaining improvements after the tenant vacates the property.

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. The Paragraphs One and Two of that certain Lease dated December 16, 2008 are hereby amended to extend the lease term for one hundred twenty (120) days so that the amended termination date shall be August 31, 2017.
3. Tenant accepts this as its ninety (90) day notice to vacate the leased premises and agrees to remove all of its personal property from the leased premises by August 31, 2017.

4. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. To the extent of any conflict between the terms of this Final Amendment and the terms of the Lease, the terms of this Final Amendment shall control.

IN WITNESS WHEREOF, this Lease Extension and Agreed Notice to Vacate is executed by the authorized representatives of the parties, as of the day and year first above written.

MERMAID CARWASH, INC.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Timothy E. Tynes, Individually and as
President of Mermaid Carwash, Inc.

BY: _____
Joseph E. Flescher, Chairman

Approved by the BCC: _____

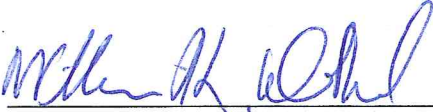
Joshana Tynes, individually and as
Vice President of Mermaid Carwash, Inc.

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

BY: _____
Deputy Clerk of Court

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency



William K. DeBaal
Deputy County Attorney