

THIRD RENEWAL TO SECOND AMENDMENT OF LEASE AGREEMENT

THIS THIRD RENEWAL OF SECOND AMENDMENT OF LEASE AGREEMENT (“Renewal”) is entered into as of the ____ day of June, 2023 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 was for an initial term of 24 months and allowed the Lessee to renew the Lease Agreement for 3 additional one (1) year terms; and

WHEREAS, the Parties renewed the Lease Agreement, as amended, until August 18, 2020, when it was set to expire; and

WHEREAS, the Parties entered into a Second Amendment and Renewal of Lease Agreement (Second Amendment) on August 18, 2020, that renewed the Lease Agreement for an additional one (1) year term with the option to extend the Lease Agreement for three additional one (1) year terms; and

WHEREAS, on July 6, 2021, the Lessor and Lessee renewed the Lease Agreement for the first one (1) year term;

WHEREAS, on June 21, 2022, the Lessor and Lessee renewed the Lease Agreement for the second one (1) year term;

WHEREAS, it is the intent of the Lessor and the Lessee that the Lease Agreement be extended for the third one (1) year term; and

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 renewed to provide for an additional term of one year from June 18, 2023 to June 18, 2024.
3. Be it further amended that the rental rate paid to the Lessor by the Lessee be increased by 3% to \$1,159.27 per month or \$13,911.18 annually.
4. 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 June, 2023.

INDIAN RIVER COUNTY, FLORIDA

St. Lucie Battery and Tire Company

Joseph H. Earman, Chairman
Board of County Commissioners

By: G. Douglas Miller
Title: President

Date Approved: _____

Witnessed by:

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

Signature: _____
Printed name: _____

By: _____
Deputy Clerk

Signature: _____
Printed name: _____

APPROVED AS TO FORM:

APPROVED

William K. DeBaal, Esq.
Deputy County Attorney

John A. Titkanich, Jr.
County Administrator