

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") made this ___ day of _____, 2019, by and between EJB FAIRWAYS LLC., a Florida Limited Liability Company hereinafter referred to as "LANDLORD," and PINELLAS COUNTY, a political subdivision of the State of Florida, as TENANT, hereinafter referred to as "COUNTY" (together collectively referred to as the "Parties").

WITNESSETH

WHEREAS, LANDLORD and COUNTY entered into a Lease Agreement effective April 15, 2014, for 15,367 rentable square feet of office space at 8200 Bryan Dairy Road, Largo, Florida (the "Lease Agreement"); and

WHEREAS, this location provides suitable office space for the Convention and Visitors Bureau to continue business operations from this location.

NOW, THEREFORE, for the consideration herein stated, and the mutual benefits gained, the Parties agree to the following terms and conditions:

1. The term of the Lease shall hereby be extended for an additional three (3) years commencing August 1, 2019 with a new termination date of July 31, 2022. COUNTY may renew the Lease for up to two (2) additional terms of one (1) year each. COUNTY will notify Landlord in writing one hundred eighty (180) days prior to the end of the then current term of its intent to terminate or renew.

2. The Base Rental for the additional periods will be as follows:

	<u>Rate/SF/Year</u>	<u>Monthly</u>
Year 1	\$22.25	\$28,492.98
Year 2	\$22.25	\$28,492.98
Year 3	\$23.25	\$29,773.56
Year 4	\$23.25	\$29,773.56
Year 5	\$23.25	\$29,773.56

3. The Base Rental rate above includes all operating expenses (including electrical and janitorial).

4. Landlord, at Landlord's cost, will complete the tenant improvements outlined on

Exhibit "A" attached hereto and incorporated herein

5. Paragraph 19. ASSUMPTION OF RISK is hereby deleted and replaced with the following : "Landlord shall not be liable to Tenant or Tenant's customers, licensees, agents, guests or employees for any injury or damages to its, his or their persons or property by any acts or omissions of any other tenant in the Building, construction defects, water, rain, sleet, fire, storms, breakage, stoppage, or leaks of gas, water, heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Premises, except where such damage or injury is due to Landlord's negligence."

6. Provision 30. ATTORNEY'S FEES, is hereby be deleted.

7. The following new provision is hereby added to the Lease: "38. NON-APPROPRIATION. In the event sufficient budgeted funds are not available for a new fiscal period, COUNTY shall notify LANDLORD of such an occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to COUNTY."

8. Except as hereby amended, the Lease Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this FIRST AMENDMENT TO LEASE AGREEMENT the day and year first above written.

WITNESSES:

COUNTY:

PINELLAS COUNTY, FLORIDA,

by and through its Board of County Commissioners

Print Name: _____

By: _____
Karen Williams Seel, Chair

Print Name: _____

APPROVED AS TO FORM

By: Chelsea Wardy
Office of the County Attorney

WITNESSES:

Debbie L. Stephens

Print Name: Debbie L. Stephens

Ellen Fletcher

Print Name: Ellen Fletcher

LANDLORD:

EJB FAIRWAYS, LLC

By: 

Name: Robert C. Webster

Title: Partner

EXHIBIT "A"

Restroom Updates:

1. Mount seat cover dispensers, (1) in each men's and women's handicap stalls and (1) in the men's single stall (total of 3).
2. Remove C-fold paper towel dispensers from restrooms (total of 4); patch and paint wall where needed; replace with automatic paper towel dispensers (total of 4)
3. Install new trash receptacles to replace the built-ins that will be removed with the C-fold towel dispensers in restrooms.
4. Remove both outdated and unused soap dispensers from all areas of each restroom and replace with up-to-date surface mounted dispensers. This work includes patching and painting where necessary.
5. Remove old unused feminine product dispenser;; paint and patch where necessary.

Breakroom Updates:

1. Remove C-fold paper towel dispenser and replace with automatic version to match #2 above.

General Updates:

1. Comfort balance HVAC system.