

Lease #CC 101

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT entered into this _____ day of _____, 2010 at Naples, Collier County, Florida by and between HUGH E. STARNES, whose mailing address is 3715 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as "LESSEE," and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112, hereinafter referred to as "LESSOR."

WITNESSETH

WHEREAS, Hugh E. Starnes and Collier County, have previously entered into a Lease Agreement dated July 24, 2007; and

WHEREAS, the LESSOR and LESSEE are desirous of amending the Lease Agreement; and

WHEREAS, if all term extensions provided by the Lease Agreement are utilized, the term of the Lease Agreement will terminate on July 24, 2012; and

WHEREAS, Hugh E. Starnes and Collier County desire to extend the term of the Lease to December 31, 2014 with possible extensions to be negotiated in the future.

NOW THEREFORE, in consideration of the covenants and agreements provided within said Lease Agreement dated July 24, 2007, and Ten Dollars (\$10.00) and other valuable consideration, said Lease Agreement is hereby amended as follows:

Words underlined are added. Words ~~struck through~~ are deleted.

1. Article 2 of the Lease Agreement is amended as follows:

~~LESSEE shall have and hold the Demised Premises until December 31, 2014. for a term of three (3) years, commencing on the date LESSOR executed this Lease. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year each, under the same terms and conditions except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term. Said notice shall be effective upon the placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.~~

2. Article 3 of the Lease Agreement is amended as follows:

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Three hundred and Sixty-eight Dollars and No Cents (\$368.00) per year. Said annual rent shall be paid in full upon the thirty (30) days from the date in which this Lease is executed by LESSOR. LESSEE will also be responsible for the payment of additional rent costs as provided for in ARTICLE 5 of this Lease. LESSEE may off-set rent by mowing 198 acres of pasture, at its sole cost and expense, as shown on the attached Exhibit A. If mowing occurs at least one time per year, LESSEE will pay rent in the sum of One Dollar and No Cents (\$1.00) per year.

4. Article 6 of the Lease Agreement is amended as follows:

Prior to making any changes, alterations, additions or improvements, including all improvements made under the Natural Resources Conservation Service Farm Bill Program, to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions.

LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to said Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

6. Article 15 of the Lease Agreement is amended as follows:

LESSEE shall remove any improvements completed by LESSEE, as specified in Article 6 of this Lease, prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

Except as expressly provided herein, the Lease Agreement between Hugh E. Starnes and Collier County, for the utilization of the Demised Premises described in said Lease Agreement dated July 24, 2007, remains in full force and effect according to the terms and conditions contained therein, and said terms and conditions are applicable hereto except as expressly provided otherwise herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereto executed this First Amendment to Lease Agreement the day and year first above written.

AS TO THE LESSEE:

DATED: _____

BY: _____

HUGH E. STARNES

Witness (Signature)

(Print Name)

Witness (Signature)

(Print Name)

AS TO THE LESSOR:

DATED: _____

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
FRED W. COYLE, Chairman

Approved as to form and legal sufficiency:

Jennifer B. White, Assistant County Attorney

Exhibit A

Caracara Prairie Preserve Pasture Map

