

Prepared By and Return to:
Stefanie Beskovoyne, Assistant City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
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THIRD AMENDMENT TO LEASE AGREEMENT

This Agreement is made and entered into this 30th day of January, 2015, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("City") and SL FAMILY RECREATIONAL CNT, LLC, a Florida limited liability company ("Lessee").

WHEREAS, on or about January 28, 2009, the City and the Lessee entered into a Lease Agreement for the property located at 2200 SW Del Rio Boulevard for use of the premises as a Paintball Park, and the First Amendment to the Lease Agreement executed June 30, 2010; and the Second Amendment to the Lease Agreement executed on August 23, 2013; and

WHEREAS, the parties hereby agree to amend the Lease Agreement to extend the term; and

WHEREAS, the Lessee agrees to occupy seven (7) acres of the premises, for use solely as a Paintball Park (with airsoft) and Radio Controlled (RC) Cars, more particularly described in Section 2 of this Amendment and shown as the area depicted in the attached Exhibit "A."

NOW, THEREFORE, the parties hereby agree to modify the following Sections of the Lease Agreement as contained herein to read as follows:

Section 1. Term. The Term of the Lease is hereby extended for an additional five (5) years, commencing on January 26, 2015, with an option to renew for an additional five (5) years, provided the Lessee requests the extension in writing at least ninety (90) days prior to the end of the term, and the City agrees.

Section 2. PERSONAL PROPERTY INCLUDED IN RENTAL. None.
Lease Premises. Lessee agrees to Lease seven (7) acres of City-owned property more particularly described as:

Commencing at the Northeast corner of Section 3, Township 37 South, Range 39 East, St. Lucie County, Florida and runs South 89° 56' 36" West along the Northerly Line of Said Section 3, a distance of 460.63 feet to the Easterly line of Interstate highway 95; thence South 23° 33' 26" West, along said Easterly line, a distance of 56.43 feet to the curved Easterly line of said Interstate highway 95; thence Southwesterly along said curve Easterly line, along an arc, curving to the right with a radius of 7813.44 feet, thru a central angle of 7° 33' 53" an arc distance of 1031.58 feet, the chord of which bears

South 27° 20' 06" West, to the Northerly line of that property as described in Official Records Book 1178, Page 459, St. Lucie County, Florida; thence continuing along said curve Easterly line, along an arc curving to the right with a radius of 7813.44 feet, thru a central angle of 1° 55' 07", an arc distance of 261.66 feet, the chord of which bears South 32° 04' 36" West, to a point of the Easterly line of Interstate highway 95; thence South 32° 02' 27" West, along said Easterly line, a distance of 640.67 feet to a point on a limited access Right-of-Way; thence North 37° 19' 06" East, departing said Easterly line and continuing on the boundary of said limited access Right-of-Way a distance of 532.67 feet to a curved North Easterly line; thence along said curve North Easterly line, along an arc curving to the right with a radius of 1735.56 feet, thru a central angle of 5° 16' 48", an arc distance of 159.94 feet, the chord of which bears North 39° 50' 29" East, thence South 47° 38' 08" East, a distance of 166.50 feet to a curved North Easterly line in the POINT OF BEGINNING; thence North 89° 39' 32" East, a distance of 845.51 feet; thence South 00° 02' 32" East a distance of 739.00 feet to the North Right-of-Way line of Del Rio Boulevard, said point being on a curve concave Southerly having a radius of 1550.00 feet. (thru which a radial line bears South of 01° 52' 58" East); thence Westerly 187.22 feet along said North Right-of-Way line of arc of said curve thru a central angle of 6° 55' 14" to a point; thence North 0° 00' 00" West, departing said Right-of-Way a distance of 147.48 feet; thence North 41° 34' 13" West, a distance of 283.87 feet; thence North 58° 10' 56" West, a distance of 546.55 feet to the Point of Beginning.

Section 6(c) of the Lease shall be modified to read as follows:

Section 6. Insurance. Lessee is required to submit proof of the types and dollar amount they are insured to the City.

(c) Commercial General Liability for public liability during the lifetime of this Agreement shall have minimum limits of \$1,000,000 per claim and \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, including injury to participants. Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending on the type and scope of work to be performed.

All other matters within the Lease Agreement, including the remaining Insurance provisions, shall remain unchanged and in full force and effect.

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In witness whereof, the undersigned parties have executed this Third Amendment to the Lease Agreement on the day and year first written above.

Signed in the presence of:

Witness One

Signature: Natalie Johnson

Print Name: Natalie Johnson

Witness Two

Signature: Robin F. Bremer

Print Name: Robin F. Bremer

On behalf of the Lessee:

SL FAMILY RECREATIONAL ENT, LLC, a Florida limited liability company

By: [Signature]
Vincent Cibe, Manager

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 30 day of February, 2015 by VINCENT CIBE, Manager, SL Family Recreational CNT, LLC, a Florida limited liability company, Lessee. He is personally known to me [] or has produced STATE ID / Concord Manager # W2121486 identification.

Notary Seal



[Signature]
Notary Public
Print Name: Robin F. Hampl
My Commission Expires: 7-10-15

On behalf of the City:
CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: [Signature]
Jeff Bremer, City Manager

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 28 day of September, 2015, by Jeff Bremer, as City Manager of the City of Port St. Lucie, a Florida municipality, on behalf of the City of Port St. Lucie, Florida. He is personally known to me.



Robin F. Hampel
Notary Public
Print Name Robin F Hampel
My commission expires: 7-10-15

APPROVED AS TO FORM
AND CORRECTNESS
Pam E. Booker
Pam E. Booker, City Attorney