

Prepared by and return to:
Camille Wallace, Esq.
Office of the City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie FL 34984

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between **the City of Port St. Lucie, a Florida municipal corporation** (“LESSOR”) and **Port St. Lucie RC Hobby Group Inc** (“LESSEE”) (hereinafter referred to collectively as the “Parties”).

RECITALS:

WHEREAS, on or about April 1, 2017, LESSOR and LESSEE entered into a Lease agreement for LESSOR to give LESSEE the right, privilege, and authority to travel upon and use, for ingress and egress, on a portion of real property owned by the City to operate Radio Controlled Device and Unmanned Aircraft (“RCD/UA”) (hereinafter referred to as the “Property”); and to grant access to and use of the Property pursuant to the terms and conditions of the Lease; and

WHEREAS, the Lease is due to expire March 31, 2022 and may be renewed for two additional five (5) year periods upon mutual agreement of the Parties; and

WHEREAS, the Parties now mutually desire to renew the Lease for an additional term of five (5) years; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the Parties agree to modify the provisions of the Lease Agreement as follows:

1. **RECITALS.** The foregoing recitations are true and correct and are incorporated herein by reference and as forming the intent of this Amendment.
2. **TERM.** The term of this Lease is extended for a period of five (5) years commencing April 1, 2022 and ending March 31, 2027, unless otherwise terminated as stated in the Lease.
3. **REAFFIRMATION OF LEASE.** Except as only set forth in this Amendment, the provisions of the Lease remain unchanged and remain in full force and effect. This

Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused their hands and seals to be affixed hereto.

On behalf of the Lessee:

Signed in the Presence of:

LESSEE:

PORT ST LUCIE RC HOBBY GROUP INC

Witness One

Authorized Signator/Representative

Sign: _____

Print Name: _____

Witness Two

Sign: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2022, by _____ as _____ (title/authority), for Port St. Lucie RC Hobby Group Inc, (s) who is: ____ personally known to me or have produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida

On behalf of the Lessor:

LESSOR:
CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Russ Blackburn
City Manager

STATE OF FLORIDA
COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2022, by City Manager for the City of Port St. Lucie who is: ____ personally known to me or have produced _____ as identification.

[NOTARIAL SEAL]

NOTARY PUBLIC, State of Florida

APPROVED AS TO FORM

James D. Stokes, City Attorney