

**ADDENDUM TO
LEASE AGREEMENT**

THIS ADDENDUM TO LEASE AGREEMENT ("ADDENEDUM") is entered into on by and between the KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC. (hereafter: "the Department") and the KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (hereafter: "the District") on this _____ day of January, 2014.

WHEREAS, the Department entered into a lease agreement with Monroe County ("County") dated January 8, 1992 ("Lease") leasing certain real property to the County upon which a fire station, more commonly known as Station 24 is situated;

WHEREAS, by way of that certain Interlocal Agreement between Monroe County and the District dated September 20, 2006, the County assigned the Lease to the District, a true and correct copy of the Lease is attached hereto as Exhibit "A";

WHEREAS, the parties desire to amend the terms and conditions of the Lease;

NOW, THEREFORE, for good and valuable considration, the receipt and sufficiency of which is acknowledged, the Department and District agree;

1. **Recitals**: The above recitals are true and correct and incorporated herein by reference.
2. **Term**: The lease term is modified by this Addendum and by way of such modification shall now commence on March 10, 2014 and beginning on March 10, 2014 shall continue month-to-month until September 10, 2014 unless modified or terminated earlier by either party as provided herein.
3. **Leased Property**: The property leased is limited to the following described real property upon which the fire station constructed by Monroe County in 1995 is situated ("Fire Station"), together with the parking area west of the station, and garage building east of the Fire Station, and the lots east of the old garage building (hereafter called the "Leased Property".) The Leased Property, with the referenced exclusions is identified as AK1623601/RE 00505750-000000, more particularly described as;

Lots 2-5, SUNSET COVE, KEY LARGO, according to the Plat thereof, as recorded in Plat Book 1, Page 165, of the Public Records of Monroe County, Florida.

4. **Fire Station:** It is agreed and understood the Fire Station on the Leased Property is not the property of the Department and the Department shall have no duty to maintain, insure, repair, or otherwise protect the Fire Station from any, loss, damage, destruction or casualty. It is further agreed and understood that if the Fire Station is destroyed or must otherwise be removed from the Leased Property, the cost of removal or clean-up shall be the responsibility of the District.
5. **Rent:** District shall pay to Department monthly rent of One Dollar (\$1.00) plus an amount equal to the monthly building liability insurance premium and monthly electric bill for the Leased Property, estimated by the parties to be approximately \$520.09 and \$166.90 respectively. The first rent payment shall be due on March 15, 2014. Department shall submit such insurance and electric bills to District each month on the first of each month or soon thereafter as possible. District shall make monthly rent payment to Department within fourteen (14) days after receiving Department's monthly insurance and electric bills. If the fourteenth day is a Saturday, Sunday, or legal holiday, District shall make rent payment on the next calendar day which is not a Saturday, Sunday, or legal holiday.
6. **Late Fees/Charges:** District covenants that in addition to the rent due, it shall pay a late charge of ten *per cent* (10%) of the monthly rent if rent is paid within five (5) calendar days after it is due. If Department accepts rent that is more than five days past due, District will pay a charge of one *per cent* (1%) of the monthly rent for each day the rent is past due. Rent paid late shall be paid by a certified check, cashier's check, or money order. District also agrees to pay Department \$35.00 as a handling charge for any payments dishonored by District's financial institution.
7. **Possession/Subleasing:** Department agrees that as of March 10, 2014 it will surrender possession of the Leased Property and Fire Station to the District and consents to the occupancy and use of the Leased Property and Fire Station by that certain entity known as the Key Largo Volunteer Fire Department. District shall not sublease the Lease Property or the Fire Station to any other person or entity without the express written consent of the Department.
8. **Condition of the Premises:** District has inspected the Leased Property and is familiar and satisfied with its present condition. District accepts the Leased Property "as-is."
9. **Care of the Premises/Compliance with Law:** District shall take good care of the Lease Property and maintain the property in a clean and safe fashion. Department may repair, at reasonable expense chargeable to District, any damages to the Leased Property occurring while the Lease is in effect. Should Department make such repairs, District shall reimburse Department within fifteen (15) days of Department's presenting such charges to District. District shall dispose of all trash in a

clean, safe, and sanitary manner. The District shall ensure the Leased Property and any structures, improvements or activities occurring thereon comply with all applicable laws and regulations and agrees it shall immediately remedy any violation of law for which it is cited or charged by any agency having jurisdiction of the Leased Property, the Fire Station, or the activities of the District or any sub-lessee.

10. Alterations: District shall not make any changes, alterations, or improvements to the Leased Property without Department's prior written consent. If Department gives such consent for improvements, such improvements shall be made at District's sole expense.

11. Inspection: Department may, at reasonable times, enter upon Leased Property to inspect and repair it to ensure the premises are in a healthy, clean, and safe condition or to exhibit the premises to potential buyers.

12. Occupancy: District covenants it shall only use the Leased Property for the provision of fire department services, as such term is commonly understood, including, but not limited to, housing on-duty personnel, rolling stock, fire department equipment, management facilities, public meeting facilities, parking of personal vehicles of personnel and visitors, parking of emergency vehicles, and other purposes for which the property is currently used. At no time shall District use the premises in an unlawful manner.

13. Indemnification: District agrees to indemnify, save harmless and defend Department against any and all claims, debts, demands, action, causes of action, losses, damages, attorney's fees, costs, and expenses arising out of or related to the District's occupation or use of the Leased Property or any act, omission, negligence, breach of duty, or intentional act of the District and/or any sub-lessee, their respective, agents, servants, employees, licensees, volunteers or invitees. Department shall have the right to require District to maintain adequate liability insurance with Department as a named insured.

14. Termination: Either party may terminate the Lease without cause by providing the other with 30 days' written notice of intent to do so.

15. End of term. Abandoned Property: Upon termination of the Lease, District and/or its sub-lessee shall vacate the premises and surrender the premises in clean and in good condition.

16. Waiver of Breach: The failure of either party to employ any permissible remedy upon breach by the other shall not constitute a waiver.

17. Addendum: The Addendum supersedes any inconsistent provision of the Lease, but all other terms and conditions of the Lease shall remain unchanged.

18. Venue/Choice of Law: In any action arising out of the Lease or this Addendum, venue shall lie exclusively in Monroe County, and the applicable and controlling law shall be the laws of Florida.

19. Notices: All notices, requests, demands and other communications required or permitted to be given or delivered by the Lease or this Addendum shall be in writing by certified or registered mail, postage prepaid, by delivery by hand, by nationally recognized courier service, or by electronic mail. All such notices, requests, demands and other communications shall be deemed given or made upon the earlier to occur of (i) actual receipt (or refusal thereof) by the relevant party hereto and (ii) (A) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by, or on behalf of, the relevant party hereto; (B) if delivered by mail, when delivered (or refused), and (C) if delivered by electronic mail (which form of delivery is subject to the provisions of this paragraph), when delivered and capable of being accessed from the recipient's office computer, provided that any notice, request, demand or other communication received other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next business day of the recipient. A voice mail message or other oral communication shall not be effective as a notice, communication or confirmation. From time to time, any party may designate a new address for notices to it by notice to such effect to the other parties hereto in the manner in this section.

If to the Department:

- Key Largo Volunteer Fire & Rescue
- Department, Inc.
- P.O. Box ~~37488~~ 782
- Key Largo, FL 33037

Email Address: _____

If to the District:

Email Address: _____

20. Counterparts; Facsimile Signatures: This Addendum may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any

counterpart to bear the signature of all parties hereto. This Addendum and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Addendum shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such person forever waives any such defense.

21. Headings: Paragraph titles or captions contained in this Addendum are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section and paragraph references shall refer to Sections and paragraphs in this Agreement unless otherwise specified.

22. Attorneys Fees: In any action arising out of or related to the Lease or this Addendum, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and other ordinary and necessary expenses of litigation, whether incurred in the trial court or any court of appeals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we set our hand below:

Witness:

KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES
DISTRICT

Print Name:

Jennifer Miller, Chairperson

Witness:

Print Name:

STATE OF FLORIDA

)

):SS

COUNTY OF MONROE

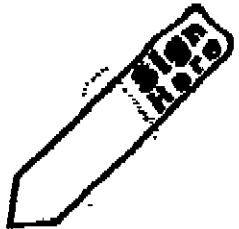
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SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014
by **Jennifer Miller**, who is the **Chairperson** of **KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES DISTRICT**, and who is personally known to me or
has produced _____ as identification

Notary Public, State of Florida at Large

Commission Expires

(Seal)



KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC.

Witness: Patricia Bow

Print name: Patricia Bow

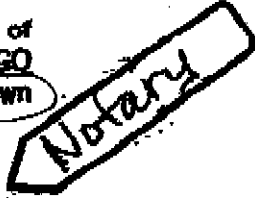
Frank Conklin
Frank Conklin, President

Witness: [Signature]

Print name: LASEY MURK

STATE OF FLORIDA)
)SS
COUNTY OF MONROE)

SWORN TO AND SUBSCRIBED before me this 3rd day of Sept., 2013, by Frank Conklin, who is the President of KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC., and who is personally known to me or has produced _____ as identification.



Patricia J. Bow
NOTARY PUBLIC, State of Florida at Large

Feb 15, 2017
Commission Expires

(Seal)



PATRICIA BOW
MY COMMISSION # EE 864433
EXPIRES: February 15, 2017
Bonded Through Budget Notary Services

IN WITNESS WHERE OF, we set our hand below:

Witness:

KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES
DISTRICT

Print Name:

Bob Thomas, Chairperson

Witness:

Print Name:

STATE OF FLORIDA

)

):SS

COUNTY OF MONROE

)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014
by **Bob Thomas**, who is the **Chairperson of KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES DISTRICT**, and who is personally known to me or
has produced _____ as identification

Notary Public, State of Florida at Large

Commission Expires

(Seal)