

FIRST AMENDMENT TO LEASE

THIS AMENDMENT is executed by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **ALL TERRAIN LAWN & TRACTOR, INC., a Florida corporation**, hereinafter referred to as the Lessee,

WITNESSETH:

THAT on or about November 9, 2009, Lessor and Lessee entered into a Lease Agreement (the "Lease") for premises described therein as:

8735 U.S. Highway 441 South, Leesburg, FL 34788, legally described as:

That part of Lot 6, Silver Lake, Addition "A", according to the record plat thereof as recorded in Plat Book 5, Page 41, Public Records of Lake County, Florida, bounded and described as follows:

Commence at the most Westerly corner of said Lot 6 of Silver Lake, Addition "A", and run North 19E 31' 26" East along the Northwesterly line of said Lot 6, a distance of 200.00 feet to the Point of Beginning of this description. From said Point of Beginning, continue North 19E 31' 26" East along the Northwesterly line of said Lot 6, a distance of 317.00 feet to a point on the Southwesterly right of way line of U.S. Highway 441, said point being on a curve concave Northeasterly and having a radius of 15,746.10 feet and a radial bearing of South 17E 13' 21" West; thence Southeasterly along the arc of said curve and said Southwesterly right of way line through a central angle of 01E 05' 35" an arc length of 300.37 feet to the Southeasterly line of the aforementioned Lot 6 of Silver Lake, Addition "A"; thence leaving said Southwesterly right of way line, run South 19E 31' 26" West along the said Southeasterly line of Lot 6, a distance of 331.92 feet to a point that is North 19E 31' 26" East 200.00 feet from the most Southerly corner of said Lot 6; thence North 70E 28' 34" West parallel with the Southwesterly line of said Lot 6 a distance of 300.00 feet to the Point of Beginning.

The parties now desire to amend the Lease and have entered into this Amendment for that purpose. Language added to the Lease is underlined, language deleted from the Lease is shown in ~~strikeout~~.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Amendment, and the sum of \$10.00 and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the Lease as set forth below:

1. Paragraph 6 of the Lease is amended to read as follows:

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6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments of any nature whatsoever are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes, other than real property taxes, within 30 days of when they first become due. Lessor will pay the real property taxes prior to delinquency, and Lessee shall reimburse Lessor for all real property taxes paid on the premises during this Lease. During 2011, in the quarterly installments for taxes attributable to tax year 2010 shall be paid as follows: the first installment is due immediately upon approval of the First Amendment to Lease by the City Commission, with subsequent installments payable on May 15, 2011, August 15, 2011, and November 15, 2011. Taxes for subsequent years shall be reimbursed in quarterly installments due on November 15, February 15, May 15 and August 15 each year. Each quarterly installment shall to be in the amount of 25% of the real property taxes due for the lease year. In 2011, Lessee shall owe two installments on November 15, one the final quarterly installment for 2010 taxes, and the other the first quarterly installment for 2011 taxes. In the year in which this Lease terminates, Lessee shall remit to Lessor a sum equal to the estimated real property taxes for that year, prorated through the date the Lessee relinquishes possession of the premises to Lessor and all of Lessee's personal property is removed.

2. The following is added to Paragraph 1 of the Lease:

Anything elsewhere in this Lease to the contrary notwithstanding, Lessor may terminate this Lease and require Lessee to vacate the premises, without cause, no sooner than 60 days after written notice of termination is given by Lessor to Lessee. This right of Lessor does not create or imply any right on the part of Lessee to terminate this Lease prior to the expiration of its term.

3. Except as specifically modified by this Amendment, the Lease shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have entered into this Amendment.

WITNESSES (two required):

ALL TERRAIN LAWN
& TRACTOR, INC.

C. m. - Weller
CHARLIE WELER

BY: Penelope A. Brooke
PENELOPE A. BROOKE, Pres.

(Type or print name of witness)

and individually as Guarantor

Melissa D. Schuss

Melissa D. Schuss

(Type or print name of witness)

THE CITY OF LEESBURG, FLORIDA

BY: _____
BILL POLK, Mayor

ATTEST: _____
BETTY RICHARDSON,
City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY