

**FIRST AMENDMENT TO THE
GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS**

THIS FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT (“Amendment”) is dated the ___ day of _____, 2021, and entered into by and between **CITY OF CLEARWATER, FLORIDA**, a municipal corporation of the State of Florida (“Lessor”), and **JOLLEY TROLLEY TRANSPORTATION OF CLEARWATER, INC.**, a Florida non-profit corporation (“Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement with Renewal Options dated January 23, 2020 (the “Lease Agreement”), a full copy of which is attached hereto as **Exhibit A** relating to that certain real property located at 1720 Overbrook Avenue, Clearwater, FL 33755 (the “Property”); and

WHEREAS, the Lease Agreement requires the Lessee to commence construction within Eighteen (18) months of the Effective Date of the Lease Agreement. The Lessee is in the process of commencing construction and has diligently worked to commence construction by the current deadline, but the Lessee has experienced considerable delays in commencing the construction partially due to the COVID-19 pandemic;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

1. The recitals listed above are true and correct and incorporated herein by reference.

AMENDMENT TO LEASE AGREEMENT:

2. *Section 6 is amended to read as follows:*

Lessee shall, at its expense, design and construct on the Leased Premises, a building which is intended to accommodate storage facilities for Lessee’s Jolley Trolley vehicles, with associated offices and appurtenances (collectively, the “Improvements”). Lessee shall be responsible for the construction of all infrastructure necessitated by its’ use of the Leased Premises. It is mutually agreed and understood that the Improvements do not include Lessee’s equipment or other personal property which may be placed within the Improvements or on the Premises. Construction of the Improvements shall occur after the Effective Date. Lessee covenants and agrees to submit initial engineering site plans and specifications for its Improvements (the “Plans”) to Lessor or such other designee of Lessor, for prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall commence construction within Thirty (30) months of the Effective Date. “Commence Construction” shall be defined for this purpose as meaningful vertical construction of the Improvements. It is expressly agreed that should said construction not be commenced within said period, Lessor shall have the option to terminate this Lease,

effective upon the last day of said Thirty (30) month period. Notwithstanding the previous sentence, the construction of the Improvements shall be completed with a Certificate of Occupancy granted within thirty-six (36) months of the Effective Date or Lessor may terminate this Lease effective upon the last day of the thirty-six (36) month period. Such termination shall be deemed a voluntary termination and subject to the forfeiture as set forth in Section 26. Said construction and improvements shall meet all applicable federal, state, county and local laws, ordinances, codes and regulations, and all plans and specifications therefore shall be subject to prior approval by the applicable Building and Zoning Departments.

Notwithstanding the foregoing, Lessee shall be entitled to expand and/or alter existing improvements of the Leased Premises so long as Lessee complies with the provisions of this Section 6 with respect to such expansions or alterations. Such Plans shall include, without limitation, any site plans, floor plans, and elevations. The Improvements shall be completed in compliance with applicable law, in a good and workmanlike manner, by licensed contractors with appropriate building permits.

NO FURTHER CHANGES

3. Except as set forth herein there are no further changes, amendments or modifications to the Lease Agreement.

Print Name: _____

Print Name: _____
As to "Lessor"

Print Name: _____

Print Name: _____

Lessor:

CITY OF CLEARWATER, FLORIDA

By: _____
William B. Horne, II
City Manager

Lessee:

JOLLEY TROLLEY TRANSPORTATION
OF CLEARWATER, INC.

By: _____
Rosemary Windsor
CEO

As to "Lessee"

Attest:

Rosemarie Call, City Clerk

Countersigned:

Frank V. Hibbard, Mayor

Approved as to Form:

Mike Fuino, Assistant City Attorney