

THIRD AMENDMENT TO LEASE DATED SEPTEMBER 17, 2012

BETWEEN

THE CITY OF CLEARWATER, FLORIDA

AND

MARINA CANTINA, LLC

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT DATED September 17, 2012 (the "Amendment") is made as of this 20<sup>th</sup> day of November, 2015 (the "Effective Date"), by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the "Lessor") and MARINA CANTINA, LLC, a Florida limited liability company (the "Lessee").

WHEREAS, the Lessor and Lessee agree to this Third Amendment to Lease Agreement modifying the terms of the Lease dated September 17, 2012 to facilitate the payment for numerous, unanticipated emergency repairs and upgrades to the Marina Building that were not initially contemplated in such Lease; and

WHEREAS, the emergency repairs involved fixing the Marina Building's dilapidated utility infrastructure, which was only revealed after the start of construction, and upgrades were made to all windows, doors, fire alarm/prevention and ceiling systems throughout the Marina Building to comply with current codes, all emergency repairs and upgrades are detailed in Exhibit 1A; and

WHEREAS, Lessee represents that all contractors, subcontractors, suppliers, materialmen, etc., associated with the aforementioned emergency repairs and upgrades at the Marina Building have been paid; and

WHEREAS, Lessee is requesting reimbursement from Lessor for the emergency repairs and upgrades; and

WHEREAS, Marine and Aviation Director, William D. Morris, finds that the Lessee's cost reimbursement request, less cost to move the Marine and Aviation Office, as agreed to in the Lease, is reasonable;

NOW, THEREFORE it is mutually agreed as follows:

1. Paragraph 26 is added to the Lease and will read as follows:

Notwithstanding sections 1 and 16 of the Lease, the Lessor agrees to reimburse the Lessee Four Hundred Nine Thousand Six Hundred Six Dollars and Forty-Nine Cents (\$409,606.49) for emergency repairs and improvements done to the Marina Building, as detailed by Exhibit 1A.

2. All of the terms and conditions of the Lease Agreement are incorporated herein by reference and shall continue in full force and effect throughout the remaining term of this Lease Agreement.

[Signature block is on the following page]

IN WITNESS WHEREOF, this agreement is executed as of the date first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

- george n. cretekos

George N. Cretokos, Mayor

By William Horne

William Horne, City Manager

Approved as to form:

Camilo Soto

Camilo Soto, Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call, City Clerk



Marina Cantina, LLC

By: Frank Chivas

Frank Chivas, President

**Exhibit 1A**

<b>Vendor</b>	<b>Clearwater Beach Marina Totals</b>
Advance Gas Workers	
Air 15	\$41,751.00
Allied Interior Products	
Banner Supply	
Bay to Bay Drywall	
Carr Enterprises	
Cemex	
City of Clearwater- Rent	
City of Clearwater- Taxes	
Construction Equipment Inc	
Dart Electronics	\$7,125.00
Duke Engery	\$4,972.49
Electric Current	\$51,000.00
Frank Reimbursement	
Gator Gypsum	
Grease Trap	
Gulf Tile	
HCS Plumbing	\$29,683.00
Hydrologic	
Island Way Grill Reimbursements	
Labor Ready	
Metal Craft Inc	
Misc	
Mullins Concrete	
Nana Wall	
Nuce Ceiling	\$6,620.00
Otis Elevator	
Pavers & Tile	
Primary Structures	\$98,886.00
Restaurant Equipment	
Roll A Guard	
Salt Rock Grill Reimbursements	
Seco South	
Sherwin Williams	
Taylor Fire Protection	\$27,200.00
Tom Barrow Co	
TWB Services	
West Coast Glass	\$142,369.00
<b>Total</b>	<b>\$409,606.49</b>