

FIRST AMENDMENT TO
GROUND LEASE – LESSEE TO CONSTRUCT IMPROVEMENTS

This FIRST AMENDMENT TO GROUND LEASE (“First Amendment”) is made and entered into this _____ day of _____ 2022, at Venice, Florida, by and between the CITY OF VENICE, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and VENICE PIER GROUP, INC., a Florida Corporation, hereinafter referred to as "Lessee."

WHEREAS, effective September 1, 2012, Lessor and Lessee entered into a Ground Lease – Lessee to Construct Improvements (hereinafter, the “Lease”), which authorized the Lessee to construct solar panels in a portion of a stormwater retention pond owned by the Lessor; and

WHEREAS, the Lease set forth specific requirements for the Lessee to provide a charging station capable of charging one vehicle and one electric golf cart in two (2) parking spaces of the existing parking lot next to the Lessor’s stormwater retention pond; and

WHEREAS, the Lease also specified a rent increase for the first renewal term commencing on September 1, 2022, as well as a rent increase for the second renewal term commencing on August 31, 2032; and

WHEREAS, the Lessee wishes to construct an addition to the existing field of solar panels located in the Lessor’s stormwater retention pond; and

WHEREAS, the Lessor and Lessee wish to amend the terms and conditions of the Lease to address the proposed expansion of the solar field and the rent increase for the renewal terms.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and in the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. The description of the premises set forth in Section 1 of the Lease shall be replaced in its entirety with the following:

The City of Venice owns a stormwater retention pond just to the southeast of Sharky's restaurant in Venice, FL. The Lessee intends to construct solar panels as further set forth in Paragraph 12 of this Lease, which will be set into the existing stormwater retention pond. This area will comprise approximately 0.34 acres. A survey is attached hereto as Exhibit A, which more accurately shows the demised premises.

2. Exhibit A to the Lease shall be replaced in its entirety with Exhibit A attached to this First Amendment.

3. The description of "new construction" specified under Subsection 12.a. of the Lease shall be amended to further include that on or before September 1, 2025, Lessee shall, at Lessee's sole expense, prepare plans and specifications for an expansion of the existing solar field and a minimum of one additional (1) charging station to serve two additional (2) parking spaces of the existing parking lot next to the existing stormwater retention pond as generally shown on Exhibit A. Two (2)

parking spaces shall provide free charging to the general public between the hours of 8 a.m. through 5 p.m. EST daily, seven days per week, at a minimum.

4. Section 18 of the Lease shall be amended to indicate that the annual rent for the first renewal term (commencing on September 1, 2022) of ten (10) years shall increase to \$500.00 (Five hundred and no hundredths dollars) and will be paid on the same schedule as during the initial term.

5. Section 18 of the Lease shall be further amended to indicate that the annual rent for the second renewal term (commencing on September 1, 2032) of ten (10) years shall be at the same rate as the first renewal term.

6. The Effective Date of this Amendment shall be September 1, 2022.

7. All other terms and conditions of the Lease unless specifically amended herein shall remain in full force and effect throughout the remaining term of the Lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

ATTEST:

By:

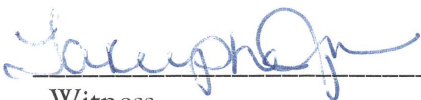
Ron Feinsod, Mayor

Kelly Michaels, City Clerk

Approved as to Form

Kelly Fernandez, City Attorney

VENICE PIER GROUP, INC.
f/k/a PIER GROUP, INC.




Witness

By:





Witness



Print Name, Title

EXHIBIT A

SKETCH OF DESCRIPTION
PROPOSED SOLAR LEASE AREA

SHEET 1 OF 2

CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|--------|------------|--------------|---------------|-------------|
| C1 | 24.40' | 19.36' | 18.86' | S 69°37'03" E | 45°27'32" |
| C2 | 17.37' | 12.28' | 12.03' | N 36°21'32" W | 40°30'26" |
| C3 | 17.89' | 27.27' | 24.70' | N 28°05'40" E | 87°20'27" |

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown on sheet 2 of 2.

2. All bearings and distances shown hereon refer to Grid, NAD 1927, derived from the use of Sarasota County G.P.S. Control Monuments SAR 103 and LORAN. The reference bearing between said monuments is S.02°41'07"E. To convert Grid dimensions to ground dimensions the distance should be divided by the scale factor of 0.999965806.

3. See boundary survey prepared by Britt Surveying, Inc., dated March 8, 2010, Job Number 09-07-01A. and Venice Pier Parking Lot Improvement Asbuilts, Sheet C5, prepared by Britt Surveying, Inc. dated October 3, 2006.

LINE TABLE

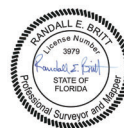
| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 75°40'33" W | 10.12' |
| L2 | N 75°37'40" E | 25.95' |
| L3 | S 64°25'46" E | 7.62' |
| L4 | N 04°13'29" W | 30.69' |
| L5 | N 06°21'13" W | 32.13' |
| L6 | N 12°25'07" W | 14.83' |
| L7 | S 75°10'31" W | 44.00' |
| L8 | S 14°49'31" E | 18.00' |
| L9 | S 75°10'29" W | 49.00' |
| L10 | N 14°49'30" W | 18.00' |
| L11 | S 75°10'30" W | 49.75' |
| L12 | N 09°40'21" W | 10.65' |
| L13 | N 29°00'59" W | 33.84' |
| L14 | N 03°00'02" E | 15.79' |
| L15 | N 02°49'30" W | 6.85' |
| L16 | N 77°37'38" E | 30.46' |
| L17 | N 75°16'39" E | 32.94' |
| L18 | N 75°40'33" E | 21.77' |

DESCRIPTION: "LEASE AREA"

A Parcel of Land lying and being in Section 19, Township 39 South, Range 19 East, Sarasota County, Florida and being more particularly described as follows:

COMMENCE at the Northwest Corner of Section 19, Township 39 South, Range 19 East; thence East, along the North Section Line of said Section 19, a distance of 91.70 feet; thence South, a distance of 1881.82 feet to the POINT OF BEGINNING; thence N.75°40'33"E., a distance of 10.12 feet; thence N.75°37'40"E., a distance of 25.95 feet to a point on a curve to the right, having a radius of 24.40 feet, a central angle of 45°27'32", a chord bearing of S.69°37'03"E., and a chord length of 18.86 feet; thence along the arc of said curve, an arc length of 19.36 feet; thence S.64°25'46"E., a distance of 7.62 feet; thence S.04°13'29"E., a distance of 30.69 feet; thence S.06°21'13"E., a distance of 32.13 feet; thence S.12°25'07"E., a distance of 14.83 feet; thence S.75°10'31"W., a distance of 44.00 feet; thence S.14°49'31"E., a distance of 18.00 feet; thence S.75°10'29"W., a distance of 49.00 feet; thence N.14°49'30"W., a distance of 18.00 feet; thence S.75°10'30"W., a distance of 49.75 feet; thence N.09°40'21"W., a distance of 10.65 feet; thence N.29°00'59"W., a distance of 33.84 feet; thence N.03°00'02"E., a distance of 15.79 feet; thence N.02°49'30"W., a distance of 6.85 feet to a point on a curve to the right, having a radius of 17.37 feet, a central angle of 40°30'26", a chord bearing of N.36°21'32"W., and a chord length of 12.03 feet; thence along the arc of said curve, an arc distance of 12.28 feet to a point on a curve to the right, having a radius of 17.89 feet, a central angle of 87°20'27", a chord bearing of N.28°05'40"E., and a chord length of 24.70 feet; thence along the arc of said curve, an arc distance of 27.27 feet; thence N.77°37'38"E., a distance of 30.46 feet; thence N.75°16'39"E., a distance of 32.94 feet; thence N.75°40'33"E., a distance of 21.77 feet to the POINT OF BEGINNING.

Containing 14,831 square feet or 0.3405 acres, more or less.



Digitally signed by RANDALL E BRITT
DN: c=US, o=BRITT SURVEYING INC.,
dnQualifier=A01410D00000178FF12
;CC3000FF993, cn=RANDALL E
BRITT
Date: 2022.08.16 16:12:00 -04'00'

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Void Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEET 1 OF 2 FOR DESCRIPTION

PREPARED FOR:

SHARKY'S ON THE PIER

DATE: JULY 20, 2022

JOB NUMBER: 12-08-01 S&D



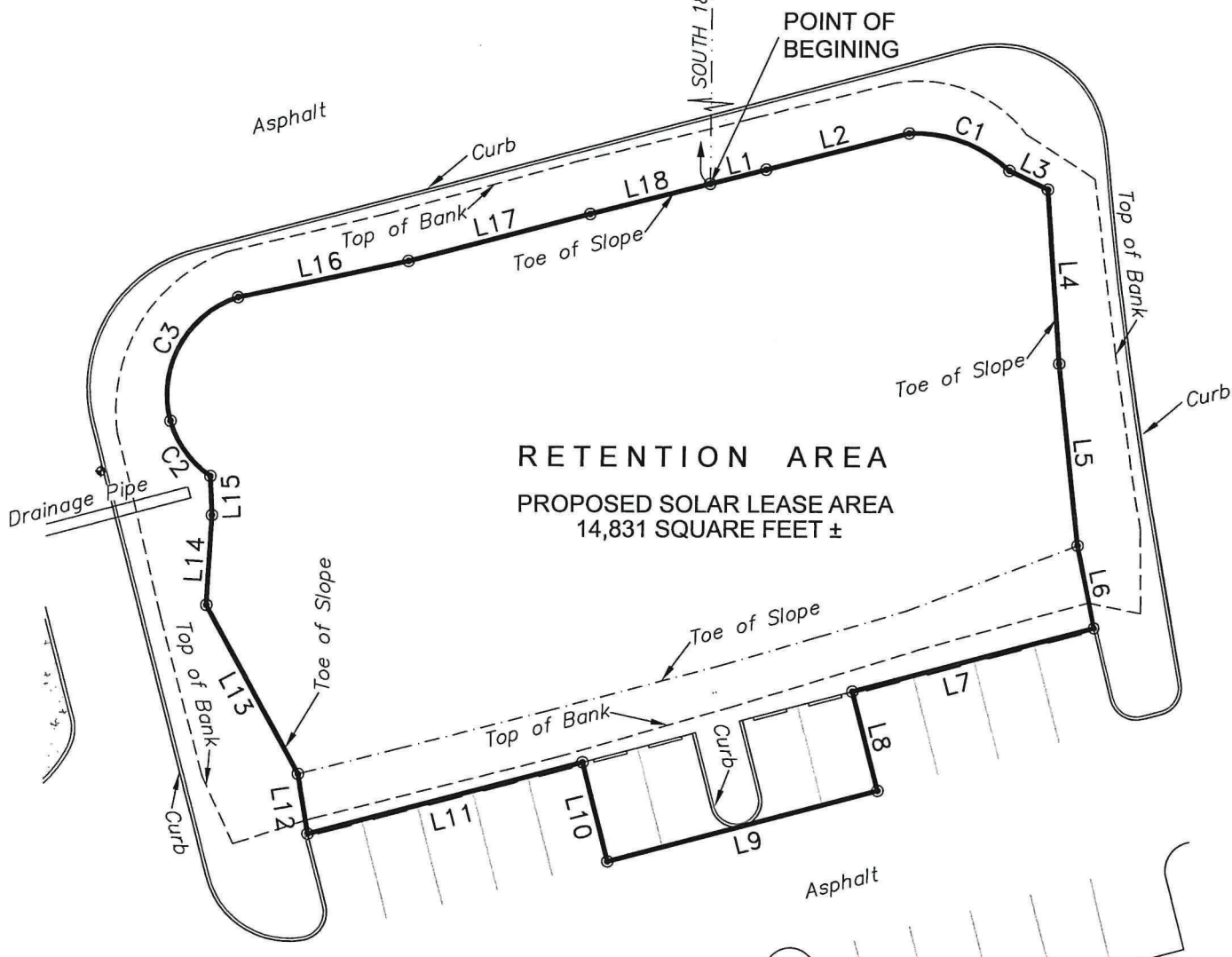
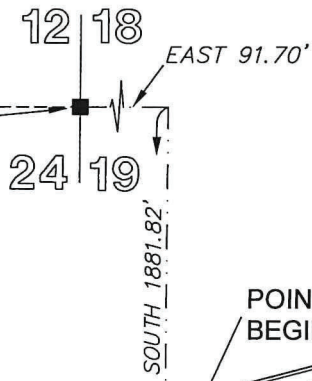
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 U.S. 41 Bypass N. Suite 1 Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PROPOSED SOLAR LEASE AREA



POINT OF COMMENCEMENT
 Northwest Corner Section
 19, Township 39 South,
 Range 19 East;
 Northeast Corner Section
 24, Township 39 South,
 Range 18 East.



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
 SEE SHEET 1 OF 2 FOR DESCRIPTION

PREPARED FOR:

SHARKY'S ON THE PIER

DATE: JULY 20, 2022

JOB NUMBER: 12-08-01 S&D



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 U.S. 41 Bypass N. Suite 1 Venice Florida 34285
 Telephone: (941) 493-1396 Fax: (941) 484-5766
 Email: bsi@brittsurveying.com