

**LEASE AGREEMENT**

Agreement made this 17 day of Sept, 2008, between the CITY OF VENICE, FLORIDA, herein referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

1. The LESSOR hereby leases to LESSEE and the LESSEE hereby hires from LESSOR the following described real property owned by the LESSOR and located in Sarasota County, Florida:

Rooms 100, 101, 102, 104, 105, 107 and 112 in the old Venice Area Chamber of Commerce building located at 257 North Tamiami Trail, Venice, Florida, more particularly described on the floor plan attached hereto as Exhibit A.

2. The term of this lease shall commence on September 1, 2008 and shall end on August 31, 2011 unless otherwise terminated as provided for herein.

3. The total amount of rent to be paid shall be \$10.00 per year payable on September 1 of each and every year of the lease term. In addition, LESSEE shall pay any applicable sales tax.

4. The LESSEE shall use and occupy the real property only for the following purposes:

administrative offices  
document and supply storage  
meeting room  
trailhead reception/souvenir area

5. The LESSEE shall commit no act of waste and shall maintain the real property and all improvements thereon in good repair. The LESSEE shall conform to all laws, orders and regulations of the federal, state and municipal governments concerning its use and occupancy of

the real property and all improvements thereon. The LESSEE shall surrender possession of the real property and all improvements thereon upon termination of this agreement in as good condition as they were at the beginning of the lease term, reasonable wear excepted. The LESSEE shall not make any alterations, additions or improvements to the real property or the improvements thereon without obtaining the LESSOR's prior written approval.

6. The LESSEE shall not sublet all or a portion of the real property or the improvements thereon.

7. The LESSOR may enter the real property and all improvements thereon at anytime for the purpose of inspection and/or repair.

8. The LESSEE shall maintain throughout the term of this agreement the following insurance coverage with an insurance company licensed and qualified to do business in the State of Florida, as evidence by Certificates of Insurance or certified copies of the insurance policy(ies) and having a rating of A or better as determined by AM Best, Standard & Poors, or other similar rating agency.

(i) Workers Compensation:

Part a - Statutory limits.

Part b - Bodily injury by accident - \$1,000,000 each accident; Bodily injury by accident - \$1,000,000 each person.

(ii) General Liability, Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence.

(iii) Property insurance for contents owned by LESSEE.

(iv) Additional Insured - The LESSOR shall be named as an additional insured

on all liability policies.

Certificate of Insurance. The LESSEE shall furnish the LESSOR, prior to the start of this lease agreement, satisfactory proof of coverage of the insurance required. Each insurance certificate should contain a clause substantially as follows:

Should any of the above described policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: City Clerk, City of Venice, 401 West Venice Avenue, Venice, Florida 34285.

Certificate Holder: The City of Venice, Florida.

9. LESSEE shall indemnify, defend and hold harmless the LESSOR, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the LESSEE, its agents, servants or employees.

10. Any notice given by either party to the other shall be made in writing and shall be delivered in person or by certified mail to the following addresses:

To LESSOR:           City Manager  
401 West Venice Avenue  
Venice, Florida 34285

To LESSEE:           President  
Venice Area Beautification, Inc.  
257 North Tamiami Trail  
Venice, Florida 34285

11. Either party may terminate this agreement at any time and for any reason upon 60 days written notice to the other party.

12. The LESSEE shall maintain the public restrooms, operate the lobby and reception

areas, schedule use of the community and conference rooms, and open and close the building.

13. The LESSOR shall pay for electric, water, sewer and solid waste utility services provided for the building and maintain the building exterior, interior and grounds.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida on the date first above written.

Judy Samuel  
Linda Ripper

LESSOR: THE CITY OF VENICE  
By: Ed Martin  
ED MARTIN, Mayor

Attested By:  
Lori Stelzer  
Lori Stelzer, City Clerk

Approved By City Council

Date: 9-9-2008

[Signature]  
Susan Carpenter

LESSEE: VENICE AREA  
BEAUTIFICATION, INC.  
By: [Signature]

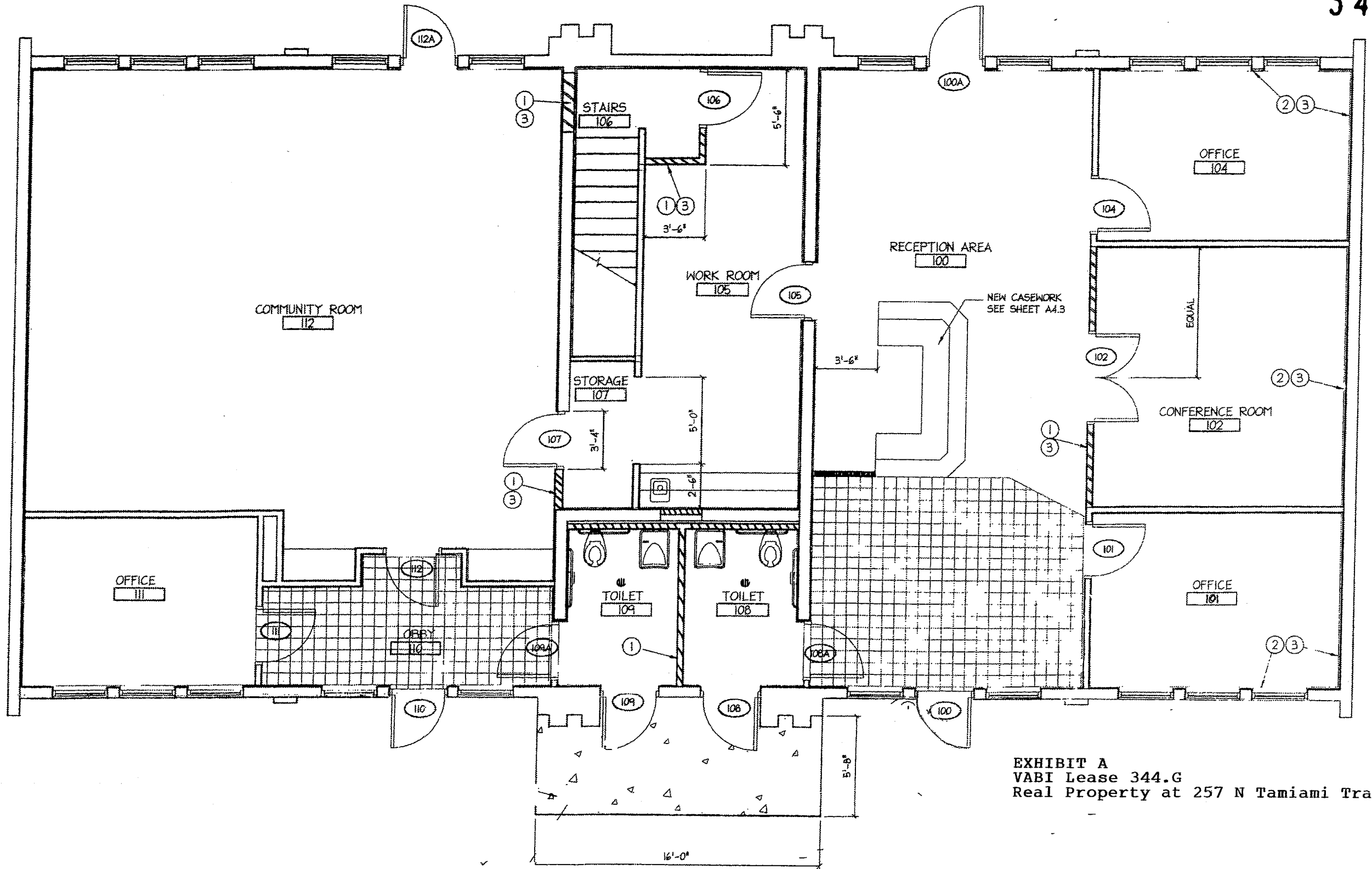


EXHIBIT A  
 VABI Lease 344.G  
 Real Property at 257 N Tamiami Trail

**AMENDMENT TO LEASE AGREEMENT**

This amendment is made and entered into this 36th day of July, 2011, between the CITY OF VENICE, FLORIDA, herein referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

Whereas, the LESSOR and LESSEE are parties to a Lease Agreement dated September 9, 2008; and

Whereas, the LESSOR and LESSEE wish to extend the term of the September 9, 2008 Lease Agreement.

Now, therefore, in consideration of the covenants and promises contained herein and in the September 9, 2008 Lease Agreement, the parties agree as follows:

1. The term of the September 9, 2008 Lease Agreement shall be extended for an additional three years commencing on September 1, 2011 and ending on August 31, 2014 unless otherwise terminated as provided for in the lease.
2. All other terms and conditions of the September 9, 2008 Lease Agreement, not specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida on the date first above written.

Kellie Bricker  
Kellie BRICKER

LESSOR: THE CITY OF VENICE

Linda DeFen  
LINDA DEFEW

By: John C. McKen VICE MAYOR  
JOHN HOLIC, Mayor

Attested By:

Lori Stelzer  
Lori Stelzer, City Clerk

Approved By City Council

Date: 7/26/2011

J. Gamel  
J. GAMEL

LESSEE: VENICE AREA BEAUTIFICATION, INC.

Susan E. Schutt  
Susan E. Schutt

By: [Signature]  
President

**SECOND AMENDMENT TO LEASE AGREEMENT**

This Second Amendment to Lease is made and entered into this 26 day of August, 2014, between the CITY OF VENICE, FLORIDA, hereinafter referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

**WHEREAS**, the LESSOR and LESSEE are parties to a Lease Agreement dated September 9, 2008; and

**WHEREAS**, the terms and conditions of the September 9, 2008, Lease Agreement were amended by Amendment to Lease Agreement dated July 26, 2011, extending the term of the lease until August 31, 2014; and

**WHEREAS**, the LESSOR and LESSEE wish to further extend the term of the Lease Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein and in the September 9, 2008, Lease Agreement and the July 26, 2011 Amendment to Lease Agreement, the parties agree as follows:

1. The term of the September 9, 2008, Lease Agreement shall be extended for an additional three years commencing on September 1, 2014, and ending on August 31, 2017, unless otherwise terminated as provided for in the lease.
2. All other terms and conditions of the September 9, 2008, Lease Agreement, not specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida on the date first above written.

ATTEST:

LESSOR: THE CITY OF VENICE

*Lori Stelzer*  
Lori Stelzer, City Clerk

By: *John W. Holic*  
John W. Holic, Mayor

*Tenni L. Bartholomew*  
Sign  
Tenni L. Bartholomew  
Print

LESSEE: VENICE AREA  
BEAUTIFICATION, INC.

*Heather Taylor*  
Sign  
Heather Taylor  
Print

By: *Judith A. Keeler*  
Judith A. Keeler

Approved By City Council

Date: August 26, 2014



**THIRD AMENDMENT TO LEASE AGREEMENT**

This Third Amendment to Lease is made and entered into this 8 day of March, 2016, between the CITY OF VENICE, FLORIDA, hereinafter referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

**WHEREAS**, the LESSOR and LESSEE are parties to a Lease Agreement dated September 9, 2008, which was amended by Amendment to Lease Agreement dated July 26, 2011 and by the Second Amendment to Lease Agreement dated August 26, 2014, extending the term of the lease until August 31, 2017 (collectively "the Lease"); and

**WHEREAS**, the LESSOR and LESSEE wish to further modify the terms of the Lease.

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. Notwithstanding anything in the Lease to the contrary, LESSOR hereby approves the request of LESSEE to provide Friends of the Venice Library, Inc., with space within the real property described within the Lease for a desk and filing cabinet, as well as with the requisite utility support as described within Exhibit "A" to this Third Amendment to Lease Agreement. This approval shall terminate at the end of the Lease period or upon construction of a public library with suitable accommodations for the Friends of the Venice Library, Inc., whichever occurs first.

2. All other terms, conditions and obligations of the Lease are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida, on the date first above written.

ATTEST:

LESSOR: THE CITY OF VENICE

Lori Stelzer  
Lori Stelzer, City Clerk

By: John W. Holic  
John W. Holic, Mayor

Russell C. Johnson  
Sign  
Russell C. Johnson  
Print

LESSEE: VENICE AREA  
BEAUTIFICATION, INC.

Victoria Dietz  
Sign  
Victoria Dietz  
Print

By: Thelma Ellis President

## EXHIBIT "A"

**From:** Cindy Hicks <[hicks.cindy@gmail.com](mailto:hicks.cindy@gmail.com)>  
**Date:** February 3, 2016 at 10:05:17 AM EST  
**To:** Cindy Hicks <[hicks.cindy@gmail.com](mailto:hicks.cindy@gmail.com)>  
**Subject:** **FRIENDS OF THE LIBRARY**

The Friends of the Venice Library, Inc., are requesting space in the building currently leased by Venice Area Beautification, Inc. beginning as soon as possible for the placement of the executive director. This request has already been reviewed and approved by the VABI Board of Directors. She will need room for a desk and filing cabinet and access to electricity and a restroom. We appreciate your cooperation with Sarasota county in this effort to provide continuing library support here on the Island of Venice.

Cindy Hicks

PLEASE NOTE: This agency is a public entity and is subject to Chapter 119, Florida Statutes, concerning public records. Email communications are covered under such laws; therefore, email sent or received on this entity's computer system, including your email address, may be disclosed to the public and media upon request. If you do not want your email address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**FOURTH AMENDMENT TO LEASE AGREEMENT**

This Fourth Amendment to Lease is made and entered into this 23 day of March, 2018, between the CITY OF VENICE, FLORIDA, hereinafter referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

**WHEREAS**, the LESSOR and LESSEE are parties to a Lease Agreement dated September 9, 2008; and

**WHEREAS**, the terms and conditions of the September 9, 2008, Lease Agreement were amended by Amendment to Lease Agreement dated July 26, 2011, by the Second Amendment to Lease Agreement dated August 26, 2014, and by the Third Amendment to Lease Agreement dated March 8, 2016; and

**WHEREAS**, the LESSOR and LESSEE wish to further extend the term of the Lease Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The term of the Lease Agreement, as amended, shall be extended for an additional five (5) years commencing on September 1, 2017, unless otherwise terminated as provided for in the Lease.

2. All other terms, conditions and obligations of the Lease, including but not limited to Paragraph 11, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida, on the date first above written.

ATTEST:

LESSOR: THE CITY OF VENICE

*Lori Stelzer*  
Lori Stelzer, City Clerk

By: *John W. Holic*  
John W. Holic, Mayor

*Tracy L. Bortz*  
Sign  
Tracy L. Bortz  
Print

LESSEE: VENICE AREA  
BEAUTIFICATION, INC.

*Tara Marie Valentino*  
Sign  
Tara Marie Valentino  
Print

By: *William D. Willson*  
William D. Willson  
PRESIDENT

Approved By City Council

Date: 3/13/2018