

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made this \_\_\_\_ day of July, 2013, between the City of Venice, a municipal corporation organized under the laws of the State of Florida ("Lessor") and BVK, Inc., a Florida Corporation ("Lessee").

**WHEREAS**, the City of Venice, as Lessor, and A.C. Schmieler entered into a Lease dated November 14, 2000, for a parcel of land described in the Lease and located at 160 West Airport Avenue, Venice, Florida (the "Premises"); and

**WHEREAS**, on June 8, 2010, A.C. Schmieler assigned his interest in the Lease to BVK, Inc., with the consent of Lessor; and

**WHEREAS**, on September 14, 2010, Lessor and BVK, Inc., executed a First Amendment to Lease; and

**WHEREAS**, the parties wish to further amend the Lease; and

**WHEREAS**, the Lease is presently in full force and effect.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) in hand paid by the parties each to the other, and other good and valuable consideration, Lessor and Lessee agree that the Lease shall be amended as follows, effective July \_\_\_\_, 2013:

1. **Guarantor**. Lambert V. Kirk and Kirk W. Fryar, in consideration of the execution of this Second Amendment to Lease, do hereby guarantee all duties, obligations and liabilities of the Lease and subsequent amendments to the Lease between BVK, Inc., and the City of Venice.

This Guaranty shall be a continuing guaranty and the liability hereunder shall not be affected or diminished by reason of any extension of time that may be granted by the Lessor to the Lessee or any other modification, extension or alteration of the Lease.

2. **Release**. The City of Venice hereby releases and relieves A.C. Schmieler from any duties, obligations and liabilities in connection with the above-referenced Lease, Assignment of Lease and First Amendment to Lease.

3. **Legal Description**. The parties hereby agree to amend Parcel A in accordance with the attached legal description ("Exhibit 1").

4. All other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

ATTEST:

CITY OF VENICE, FLORIDA

\_\_\_\_\_  
Lori Stelzer, City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John W. Holic, Mayor  
"Lessor"

ATTEST:

BVK, Inc., a Florida Corporation

Lambert Van Kirk  
Print Name, Secretary  
Lambert VanKirk, Secretary  
Date: 7/8/13

By: \_\_\_\_\_  
Kirk W. Fryar, President  
"Lessee"

WITNESSES:

Susan M. Sedore  
Print Name Susan M. Sedore  
Angela Koehler  
Print Name Angela Koehler

Lambert V. Kirk  
Lambert V. Kirk  
"Guarantor"

Susan M. Sedore  
Print Name Susan M. Sedore  
Angela Koehler  
Print Name Angela Koehler

Kirk W. Fryar  
Kirk W. Fryar  
"Guarantor"

**DESCRIPTION AND SKETCH**  
THIS IS NOT A FIELD SURVEY  
SHEET 1 OF 1

POINT OF COMMENCEMENT  
SEC 13 SEC 18 PK & DISK LB 6638  
NORTH LINE NW1/4  
SEC 24 SEC 19 RANGE 19 EAST  
TOWNSHIP 39 SOUTH

BASIS OF BEARING  
S89°48'15"E  
2673.51Ft.

SARASOTA BRASS MONUMENT  
N1/4 CORNER SECTION 19

BEARINGS SHOWN HEREON ARE ASSUMED. BASIS OF BEARING IS BASED ON THE NORTH LINE OF THE NW1/4 OF SECTION 19 AS MONUMENTED AND SHOWN ON THIS SKETCH.

UNLESS THIS SURVEY BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH.

**EXHIBIT**

1

GRAPHIC SCALE



POINT OF BEGINNING

CATCH BASIN

METAL COMMERCIAL BUILDING  
#160 WEST AIRPORT AVENUE

LEASE LINE

A=65.53Ft.  
R=99.15Ft.  
Δ 37°51'59"  
S71°27'36"W  
Lc=64.34Ft.

A parcel of land located in the Northwest 1/4 of Section 19, Township 39 South, Range 19 East, Sarasota County, City of Venice, State of Florida more particularly described as follows:  
Commencing at the Northwest corner of said Section 19 and considering the North line of the NW1/4 of said Section 19 to bear South 89°48'15" East with all bearings contained herein relative thereto;  
thence South 89°48'15" East along and with said North line a distance of 1420.41 feet;  
thence South 00°11'45" West a distance of 414.22 feet to the true point of beginning;  
thence South 89°30'13" East, a distance of 62.90 feet;  
thence South 05°16'26" East, a distance of 76.79 feet;  
thence South 00°33'23" West, a distance of 61.37 feet;  
thence North 89°36'25" West a distance of 9.73 feet;  
thence along the arc of a curve to the left whose central angle is 37°51'59" and whose radius is 99.15 feet, and whose chord bears South 71°27'36" West and whose chord distance is 64.34 feet an arc distance of 65.53 feet;  
thence North 00°29'47" East a distance of 158.78 feet to the true point of beginning. Containing 0.2259 acres more or less.

**BRIGHAM/ALLEN LAND SURVEYING**  
LB 7898

807 U.S. HIGHWAY 41 BYPASS SOUTH  
SUITE E  
Venice, Florida 34285  
ph. (941) 493-4430  
brighamallensurveying@gmail.com



This is to certify that a survey was made this day of the property as described and shown hereon, and that this survey and sketch are accurate and correct to the best of our knowledge and belief, and that this survey meets the Minimum Technical Standards set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, and pursuant to Section 472.07, Florida Statutes.

BY: Michael P. Allen  
Professional Surveyor and Mapper PSM 6822 State of Florida

DATE 2-22-12