

**THIRD AMENDMENT TO**  
**AMENDED AND RESTATED LEASE AGREEMENT**

This THIRD AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT ("Third Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 ("Effective Date"), 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. f/k/a PIER GROUP, INC.), a Florida Corporation, hereinafter referred to as "Lessee."

WHEREAS, on December 17, 2008, Lessor and Lessee entered into an Amended and Restated Lease Agreement for certain real property owned by Lessor located in Sarasota County, Florida (hereinafter, the "Lease"); and

WHEREAS, on October 26, 2010, Lessor and Lessee entered into an Amendment to Amended and Restated Lease Agreement (the "First Amendment"), which added additional property to Lessee's leasehold to allow for construction of a customer drop-off area in exchange for additional rent; and

WHEREAS, on September 27, 2011, Lessor and Lessee entered into a Second Amendment to Amended and Restated Lease Agreement (the "Second Amendment"), which provided Lessee with additional parking spaces and increased seating capacity, set forth a specific payment from Lessee to Lessor for certain constructed improvements, and also provided for required lease language regarding airport protection; and

WHEREAS, Lessor and Lessee wish to modify the boundary of the current leasehold by removing certain property to allow for Lessor to more efficiently perform improvements to a dune walkover and boardwalk in the area, while also improving public beach access, and also adding certain property to the leasehold to allow Lessee to increase its existing recycling area; and

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

1. Exhibit "A-2," attached hereto, is the legal description and sketch representing the amended Leased Premises. The Lease is hereby amended by substituting Exhibit "A-2" for Exhibit "A-1," which replaced Exhibit "A" to the Lease pursuant to the First Amendment, as the legal description and sketch of the Leased Premises.

2. The amount of ground rent to be paid by Lessee to Lessor pursuant to the Lease shall not be increased due to the increase in acreage of the Amended Leased Premises during the remaining term of the Lease.

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

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:

\_\_\_\_\_  
John W. Holic, Mayor

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

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

By:

\_\_\_\_\_  
*Michael V. Pachota*

*MICHAEL V PACHOTA* *PRESIDENT*

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
*Marcia Bauer*  
Witness

\_\_\_\_\_  
*Michelle Guia*  
Witness

Approved as to Form

\_\_\_\_\_  
David Persson, City Attorney

**SKETCH OF DESCRIPTION**SHEET 1 OF 4**SHARKY'S ON THE PIER  
IN SECTION 24, TOWNSHIP 39 SOUTH, RANGE 18 EAST****DESCRIPTION:**

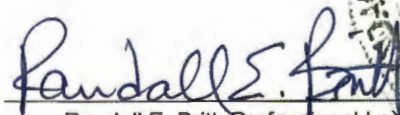
*A Parcel of Land lying and being in Section 19, Township 39 South, Range 19 East, and Section 24, Township 39 South, Range 18 East, Sarasota County, Florida and being more particularly described as follows:*

*BEGIN at a point that is 177.11 feet West of and 2208.01 feet South of the Northwest corner of Section 19, Township 39 South, Range 19 East, Sarasota County, Florida, same being a point on the Existing Lease Boundary of Sharky's On The Pier; thence along the Existing Lease Boundary of Sharky's On The Pier the following eight (8) courses: (1) N.30°42'00"E., a distance of 230.01 feet; (2) thence S.59°15'48"E., a distance of 33.87 feet; (3) thence S.14°48'13"E., a distance of 108.63 feet; (4) thence N.75°42'00"E., a distance of 47.64 feet; (5) thence S.14°18'00"E., a distance of 30.00 feet; (6) thence S.75°42'00"W., a distance of 47.37 feet; (7) thence S.14°48'13"E., a distance of 50.34 feet; (8) thence S.29°55'15"E., a distance of 55.74 feet to a point on the Revised Lease Boundary of Sharky's On The Pier; thence along said Revised Lease Boundary the following five (5) courses: (1) S.14°48'27"E., a distance of 42.81 feet; (2) thence S.75°11'33"W., a distance of 34.70 feet; (3) thence S.83°49'27"W., a distance of 33.16 feet; (4) thence S.77°20'20"W., a distance of 51.26 feet; (5) thence N.15°29'00"W., a distance of 33.66 feet to a point on said Existing Lease Boundary of Sharky's On The Pier; thence along said Existing Lease Boundary of Sharky's On The Pier, the following two (2) courses: (1) N.58°51'35"W., a distance of 120.07 feet; (2) thence N.14°03'10"W., a distance of 21.73 feet to the POINT OF BEGINNING.*

*Parcel contains 39,754 Square Feet, or 0.9126 Acres more or less.*

**NOTES:**

- 1. This Sketch does not represent a boundary survey. The purpose of this Sketch is to graphically depict the description shown on Sheets 1 of 4.*
- 2. Description shown hereon prepared for this sketch.*
- 3. 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.*



Randall E. Britt, Professional Land Surveyor  
Florida Certification Number 3979

Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY  
REVISED: JANUARY 2, 2017

PREPARED FOR:  
SHARKY'S ON THE PIER

DATE: DECEMBER 22, 2016  
JOB NUMBER: 16-04-05C



**BRITT SURVEYING, INC.**

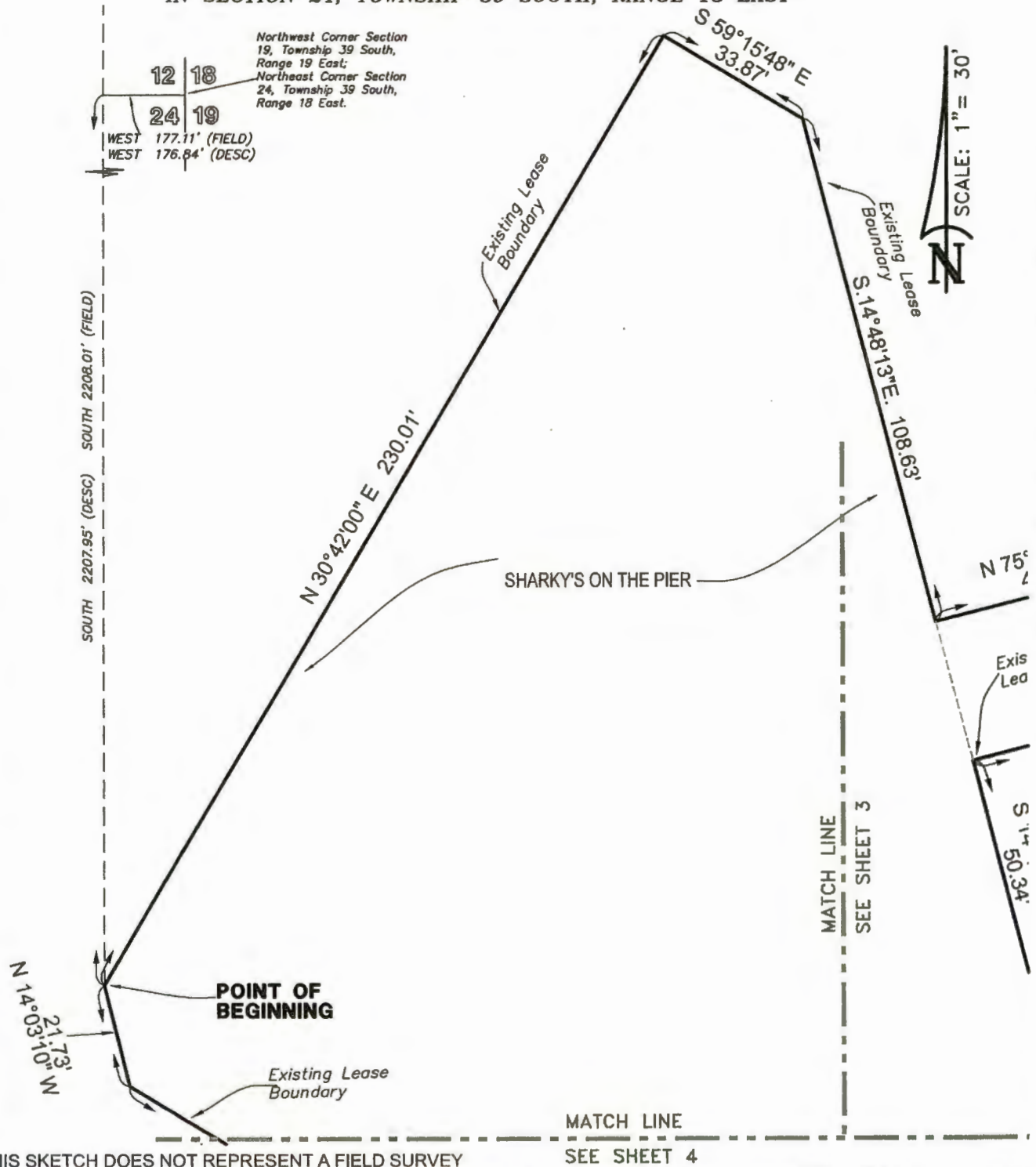
LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638  
606 Cypress Avenue Venice Florida 34285  
Telephone: (941) 493-1396 Fax: (941) 484-5766  
Email: bsi@brittsurveying.com



# SKETCH OF DESCRIPTION

SHEET 2 OF 4

SHARKY'S ON THE PIER  
IN SECTION 24, TOWNSHIP 39 SOUTH, RANGE 18 EAST



THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY

PREPARED FOR:  
SHARKY'S ON THE PIER

DATE: DECEMBER 22, 2016

JOB NUMBER: 16-04-05C



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LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

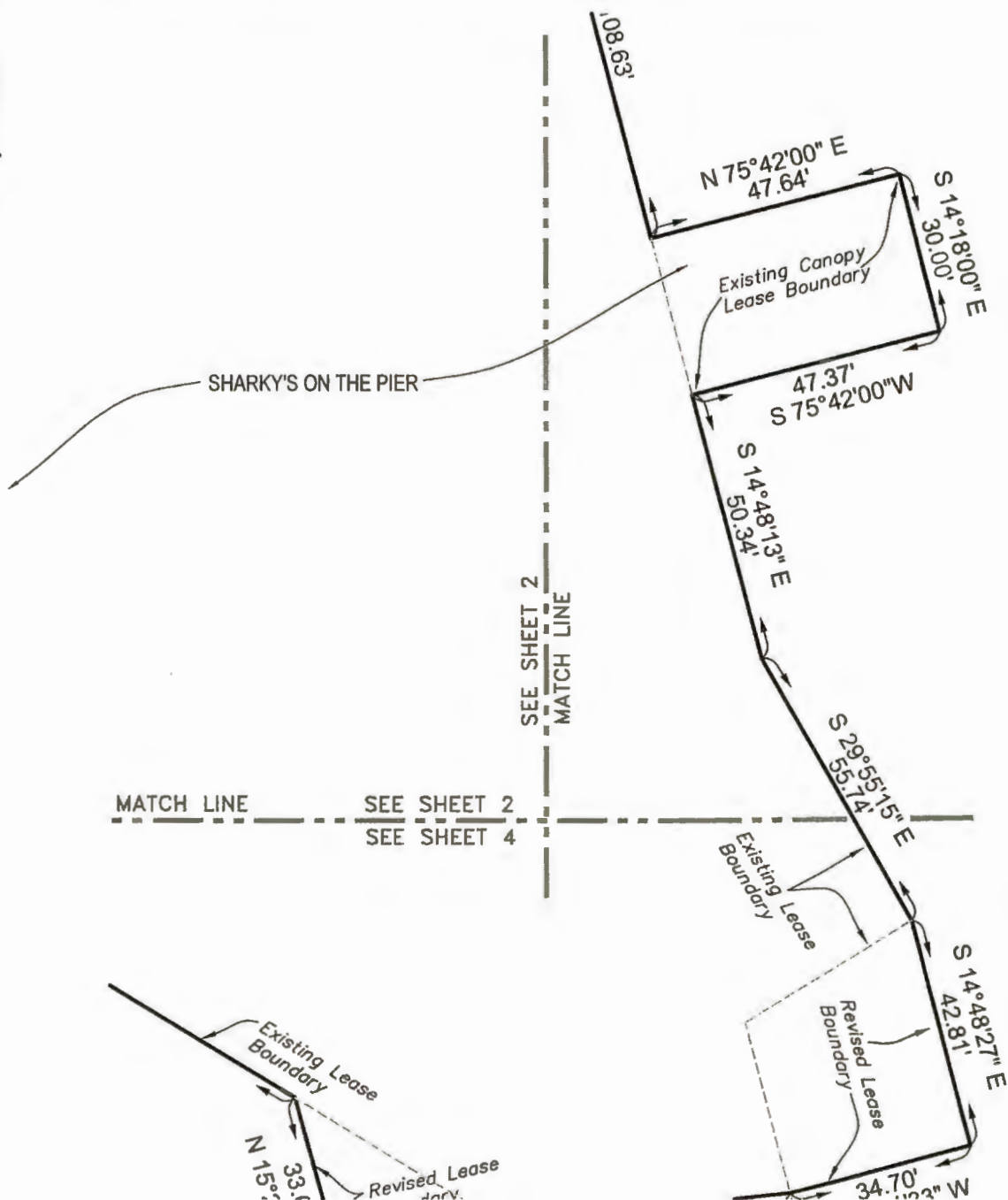
606 Cypress Avenue Venice Florida 34285  
Telephone: (941) 493-1396 Fax: (941) 484-5766  
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# SKETCH OF DESCRIPTION

SHEET 3 OF 4

SHARKY'S ON THE PIER  
IN SECTION 24, TOWNSHIP 39 SOUTH, RANGE 18 EAST

SCALE: 1" = 30'



BENCH  
MAG. HA.  
ELEVATION

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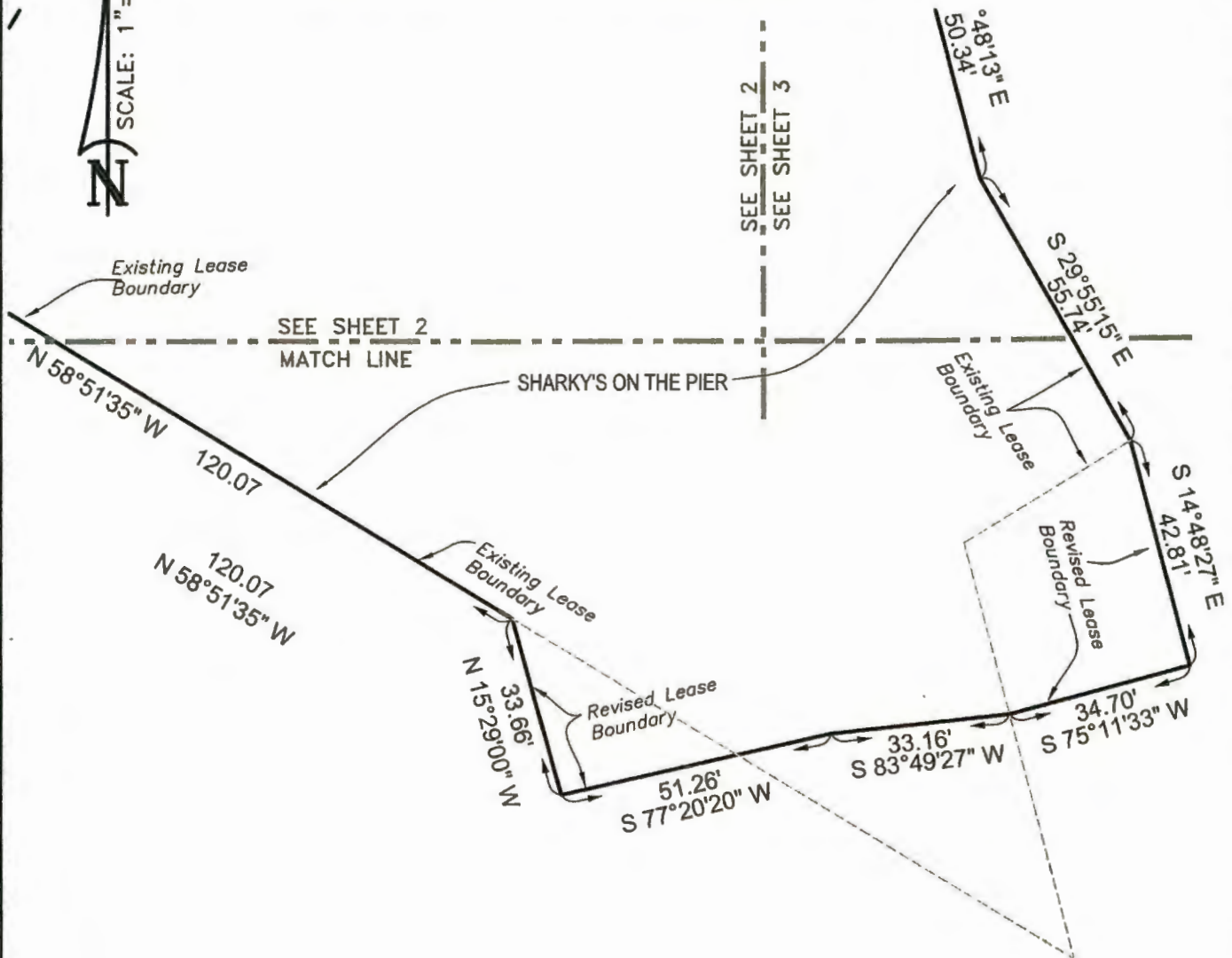
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# SKETCH OF DESCRIPTION

SHEET 4 OF 4

SHARKY'S ON THE PIER  
IN SECTION 24, TOWNSHIP 39 SOUTH, RANGE 18 EAST



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PREPARED FOR:  
SHARKY'S ON THE PIER

DATE: DECEMBER 22, 2016  
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