

2nd AMENDMENT TO
LEASE AGREEMENT

This 2nd AMENDMENT TO LEASE AGREEMENT ("2nd Amendment") is made and entered into this _____ ("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 TITO GAONA'S FLYING FANTASY CIRCUS, INC., a Florida Corporation, hereinafter referred to as "Lessee."

WHEREAS, on August 5, 2011, Lessor and Lessee entered into a month to month Lease Agreement for certain real property ("Premises") at the Venice Municipal Airport ("Airport"), which is owned by Lessor and is located in Sarasota County, Florida (hereinafter, the "Lease"); and

WHEREAS, on September 24, 2019, Lessor and Lessee entered into a First Amendment to Lease Agreement, to relocate the Premises to another location on the Airport 'festival grounds'; and

WHEREAS, on April 30, 2020, a month-to-month tenant terminated their lease with the City of Venice for property located at 615 Airport Avenue East containing 2.32 acres more or less ("terminated premises"); and

WHEREAS, Lessor and Lessee agree it is in the best interest of both parties to relocate the Premises, as defined under the Lease, to a portion of the terminated premises.

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

1. Section 1. of the Lease, as amended, shall be deleted in its entirety and replaced with the following:

1. DESCRIPTION OF PREMISES

Lessor leases to lessee and lessee rents from lessor the real property located on the Airport at 615 Airport Ave East described as the “new premises location” as depicted on Exhibit “A”.

As used in this lease, the term “premises” refers to the real property described above and to any improvements located on the property from time to time during the term of this lease.

2. Exhibit A to the Lease, as amended, shall be replaced in its entirety with the document labeled as “Exhibit A,” which is attached to this Amendment.

3. Lessee shall have a period not-to-exceed ninety (90) days from the Effective Date of this 2nd Amendment to re-locate to the described premises located on the Airport as depicted on Exhibit “A”.

4. 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:

Ron Feinsod, Mayor

Lori Stelzer, City Clerk

**TITO GAONA'S FLYING FANTASY
CIRCUS, INC.**

Wendy Keller
Witness Wendy Keller

By: Tito Gaona
Tito Gaona, Director

Approved as to Form

Kelly Fernandez, City Attorney

EXHIBIT "A"

