

SECOND AMENDMENT  
TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (this “Second Amendment”) is made and entered into as of the \_\_\_\_\_ day, 2024 (“Effective Date”) by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation (“Landlord, or City”) whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and CORNERSTONE CHARTER ACADEMY, INC., A Florida not-for-profit corporation (“Tenant”) whose mailing address is 906 Waltham Avenue, Belle Isle, Florida 32809.

WITNESSETH:

WHEREAS, The Parties entered into that certain Lease Agreement dated October 19, 2021 (the “Lease Agreement”) that was amended by the Amended Lease Agreement dated May 17, 2022, (together the “Lease Agreement, as Amended”); and

WHEREAS, the parties desire to amend the Lease Agreement, as Amended, to modify the area defined therein as the Leased Property for purposes of carving out certain property enclosed by a fence that includes the Lancaster House located at the corner of Randolph Avenue and Waltham Avenue;

WHEREAS, the Tenant has executed and delivered a Leasehold Mortgage in connection with the closing of the Tenant’s bonding financing transaction contemplated by the Lease Agreement, as Amended;

NOW THEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Lease Agreement, as Amended, as follows:

1. The definition “Leased Property” is amended as follows:

“Leased Property” means the Premises, the Equipment, and the Buildings, and (d) any additions or alterations thereto which are permitted herein, minus that portion of land identified in Exhibit A-1 attached hereto (“Lancaster House Parcel”) and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easement and rights-of-way incident thereto.

2. The Landlord and its tenant and their respective officers, employees, contractors, invitees and agents shall have a reasonable right of pedestrian and vehicular ingress and egress to and from the Lancaster House Parcel over and through the driveway, sidewalk and access improvements upon the Leased Property to and from public rights-of-way.

3. Exhibit A-1 attached to this Second Amendment shall constitute Exhibit A-1 referenced in the definition of the Leased Property being amended by Paragraph 1 of this Second Amendment.

4. The Parties hereto acknowledge that this Second Amendment constitutes a written agreement pursuant to Section 16.28(b) of the Lease Agreement, and all references to the “Lease”

in the Original Amendment are to be as read incorporating the amendments to the Original Lease Amendment by this Amendment. The Tenant represents that a Leasehold Mortgage exists with

respect to the Leased Property, and that prior written consent of the Leasehold Mortgagee shall be obtained for this Second Amendment to become effective and enforceable.

Except as modified by this Second Amendment, the Lease Agreement, as Amended is the entire agreement of the Parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein will be of any force or effect. Any change, amendment, or modification to this Lease will not be binding upon the Parties unless it is in writing and executed by the Parties hereto. Capitalized terms used herein but not otherwise defined herein will have the same meanings as set forth in the Amended Lease Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY OF BELLE ISLE, FLORIDA

By: \_\_\_\_\_  
Nicholas Fouraker, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quinceno, City Clerk

CORNERSTONE CHARTER SCHOOL, INC.

By: \_\_\_\_\_  
William G. Brooks, Chair  
Cornerstone Charter School, Inc.

ATTEST:

\_\_\_\_\_  
Name:  
Title:

# SKETCH OF DESCRIPTION

## SHEET 1 OF 2

THIS IS NOT A SURVEY

### DESCRIPTION:

THAT PART OF LOT 8, SUBDIVISION OF THE HARNEY HOMESTEAD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK C, PAGE 53, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WALTHAM AVENUE AND THE EAST RIGHT OF WAY LINE OF RANDOLPH AVENUE; THENCE RUN S00°21'31" E ALONG SAID EAST RIGHT OF WAY LINE OF RANDOLPH AVENUE, 15.44 FEET TO THE POINT OF BEGINNING; THENCE RUN N88°59'24"E, 80.89 FEET; THENCE RUN S00°55'27"E, 51.65 FEET; THENCE RUN S88°57'28"W, 81.40 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF RANDOLPH AVENUE; THENCE RUN N00°21'31"W ALONG SAID EAST RIGHT OF WAY LINE, 51.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.096 ACRES MORE OR LESS.

### SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF RANDOLPH AVENUE AS BEING S00°21'31"E (ASSUMED).
4. THIS SKETCH WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

### LEGEND/ABBREVIATIONS:

0_	CENTERLINE
R/W	RIGHT-OF-WAY
-0-	CHAIN LINK FENCE
- o -	ALUMINUM FENCE
(S,	HANDICAPPED PARKING SPACE

JOB NUMBER: 14090.010

SURVEY DATE: 6/06/2024

FIELD BY: N/A

FIELD BOOK: N/A

PAGES: N/A

FIELD FILE: N/A

DRAWING FILE: 14090-10.DWG

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ARON D. BISHMAN, P.S.M. 5668 ON 6/10/2024; THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062.

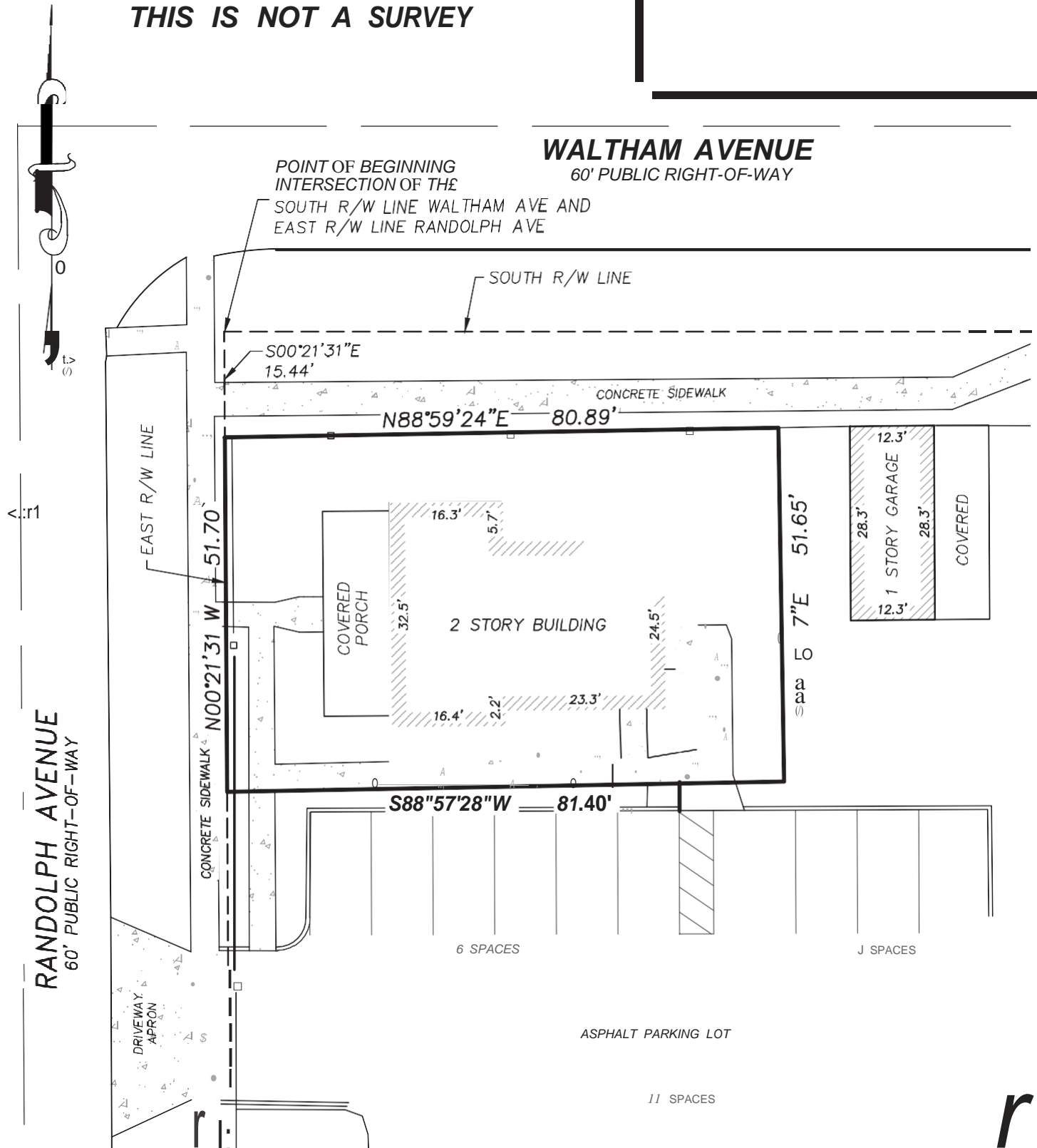


CERTIFICATE OF AUTHORIZATION LB 7274  
301 N. TUBB STREET, SUITE 106  
OAKLAND, FL 34760  
Phone No. 407.905.8877

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

THIS IS NOT A SURVEY



JOB NUMBER: 14090 . 010

SURVEY DATE: 6/06/2024  
DRAWING FILE: 14090- 10 .DWG



CERTIFICATE OF AUTHORIZATION LB 7274

301 N. TVBB STREET, SUITE 106  
OAKLAND, FL 34760  
Phone No. 407 .905 .B877