

SECOND AMENDMENT  
TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made and entered into as of the \_\_\_\_\_ day, 2025 ("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, excluding 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 their respective officers, employees, contractors, invitees and agents shall have a limited right of vehicular ingress and egress, including parking, to and from the Lancaster House Parcel only over and through a driveway from the Waltham Avenue public right of way, and pedestrian access from the existing sidewalk through a pedestrian gate from Randolph Avenue. No vehicular or pedestrian access shall be provided across, through or over the Premises to the Lancaster House Parcel.

3. Prior to any renovation work commencing within the Lancaster House Parcel, the Landlord, directly or through its future Lancaster House Parcel tenant, shall construct a new 6 ft. steel fence / gate around the Lancaster House Parcel including all areas contiguous to the Leased Property to maintain the perimeter and separation of school from Lancaster house property. The

fence shall match the current Cornerstone Charter Academy standard perimeter fence style and standard, and shall be subject to advanced approval by Tenant.

4. If during the Term, the Landlord leases the Lancaster House Parcel to any third party ("Lancaster House Lessee"), and if the Lancaster House Lessee defaults on its lease with the Landlord, or if the Landlord otherwise takes back the Lancaster House Parcel, then Tenant (ie Cornerstone) has a right of first refusal to amend the definition of "Leased Property" in the Lease Agreement, and any amendments, to include the Lancaster House Parcel again, for no additional cost to the Tenant including no additional rent, together with the express right for Tenant to demolish any and all improvements that may exist on the Lancaster House Parcel at that time and to use of the Lancaster House Parcel for any authorized use under the Lease Agreement, as Amended. Landlord agrees to provide Tenant in writing with a notice of a default by the Lancaster House Tenant, termination of any lease between the Landlord and a third party for the Lancaster House Parcel or of the Landlord's action to take back the Lancaster House Parcel, after which time the Tenant shall have ninety (90) days to notify the Landlord of its decision to add the Lancaster House Parcel to the Leased Property. The parties agree to execute an amendment to the Lease effecting the addition of the Lancaster House to the Leased Property.

5. 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.

6. 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, or bond holders as required, 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: \_\_\_\_\_  
Jason Carson, Mayor

ATTEST:

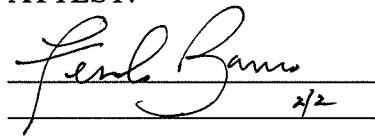
\_\_\_\_\_  
\_\_\_\_\_

Yolanda Quiceno, City Clerk

CORNERSTONE CHARTER ACADEMY, INC.

By:   
William G. Brooks, Chair  
Cornerstone Charter Academy, Inc.

ATTEST:

  
\_\_\_\_\_  
2/2

Name: FERNANDO BARROSO  
Title:

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

THIS IS NOT A SURVEY

# Exhibit

# A-1

## DESCRIPTION:

THAT PART OF LOT  
THEREOF, AS RECORDED  
FLORIDA, BEING DESCRIBED

COMMENCE AT THE  
AND THE EAST RIGHT OF WAY, SUBDIVISION OF THE HARNEY HOMESTEAD, ACCORDING TO THE PLAT  
EAST RIGHT OF WAY RECORDED IN PLAT BOOK C, PAGE 53, PUBLIC RECORDS OF ORANGE COUNTY,  
RUN N88°59'24"E, 80.81 FEET TO THE  
81.40 FEET TO THE  
N00°21'31"W ALONG  
AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WALTHAM AVENUE  
T OF WAY LINE OF RANDOLPH AVENUE; THENCE RUN S00°21'31" E ALONG SAID  
LINE OF RANDOLPH AVENUE, 15.44 FEET TO THE POINT OF BEGINNING; THENCE  
89 FEET; THENCE RUN S00°55'27"E, 51.65 FEET; THENCE RUN S88°57'28"W,  
AFORESAID EAST RIGHT OF WAY LINE OF RANDOLPH AVENUE; THENCE RUN  
SAID EAST RIGHT OF WAY LINE, 51.70 FEET TO THE POINT OF BEGINNING.

ED PARCEL OF LAND CONTAINS 0.096 ACRES MORE OR LESS.

## SURVEYORS NOTES:

~~SURVEYORS NOTES:~~  
AND SEAL OF A FLORIDA  
AND SEALED SURVEY

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:

JOB NUMBER: 14090.010

SURVEY DATE: 6/06/2024

FIELD BY: N/A

FIELD BOOK: N/A

PAGES: N/A

FIELD FILE: N/A

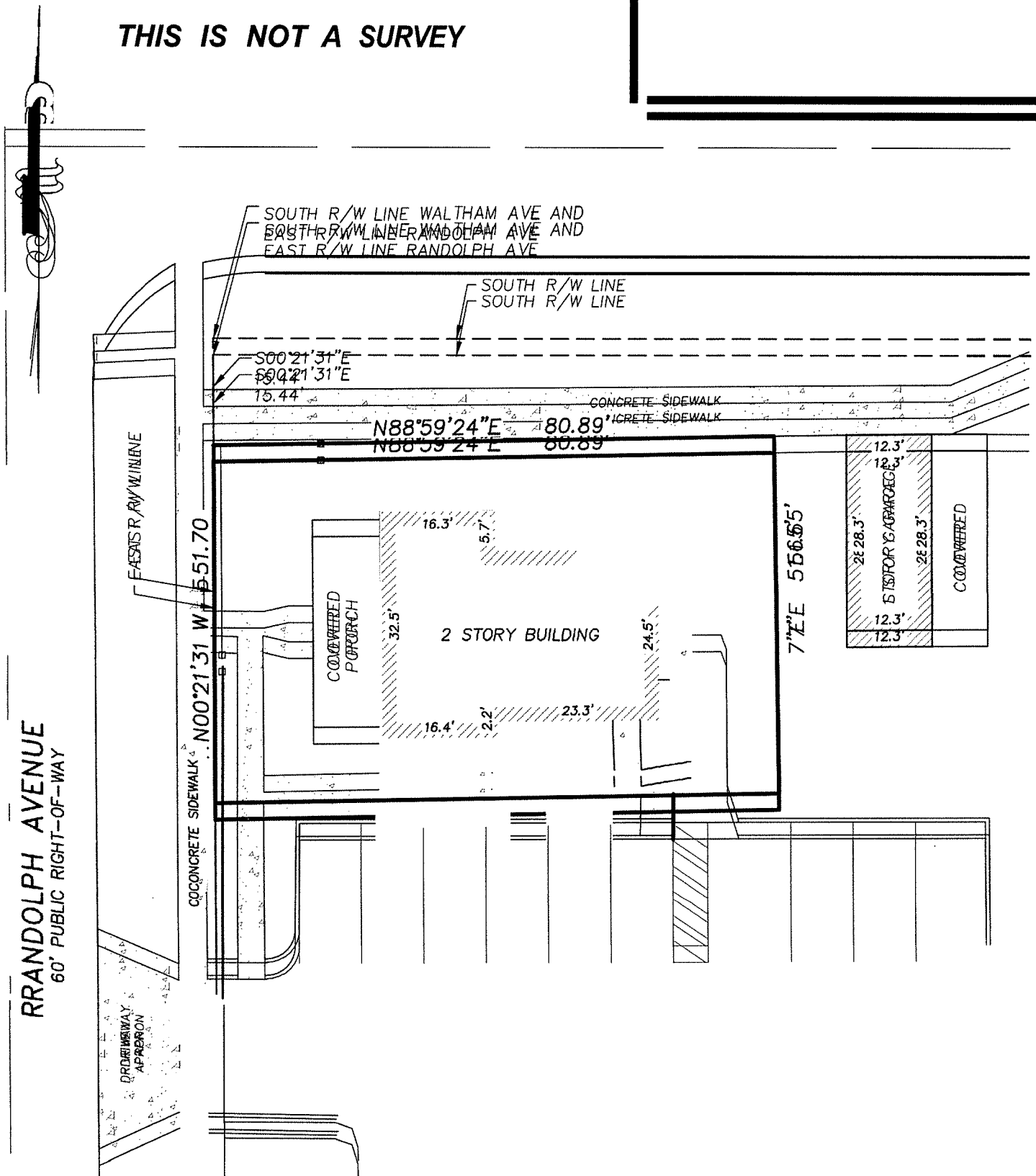
DRAWING FILE: 14090-10.DWG

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

***THIS IS NOT A SURVEY***



POINT OF BEGINNING  
INTERSECTION OF THE

# WALTHAM AVENUE

60' PUBLIC RIGHT-OF-WAY

7  
7  
40

<:r1

S88°57'28"W 81.40'

LO  
a  
a  
(1)

6 SPACES

J SPACES

ASPHALT PARKING LOT

11 SPACES

r l:

r

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