

LEASE RENEWAL

The lease between the State of Florida Department of Transportation, **Lessor**, and the City of Lake Worth, a political subdivision of the State of Florida **Lessee**, originally entered into on June 13, 2016, for a period of five (5) years, is hereby renewed on this date, _____, pursuant to Paragraph 1 of said original Lease Agreement dated June 13, 2016, for an additional five (5) year period beginning on July 7, 2021, and ending on July 6, 2026, subject to the following revision(s):

1. Consideration for the renewal of (5) year term shall be \$5.00 per square-foot for each permitted sidewalk café and valet parking queue on Lake Avenue along with Lucerne Avenue, paid annually beginning July 7, 2021.
2. Lessee acknowledges that the leased area cannot be and is not being used for site plan approval in conjunction with any development order, permits, or any other governmental requirements.
3. Any changes in the use of or improvements/alterations made on or to the leased property shall require a permit issued from Lessor's Permits Office and/or a lease amendment, when applicable. Lessor will advise Lessee of the appropriate document upon request.
4. This lease is subject to all utilities remaining in place and in use or relocated at the expense of Lessee.
5. Lessee agrees to provide Lessor with a copy of any local, state, or federal permit(s) obtained that include the leased area.
6. Lessee acknowledges that the leased area cannot be and is not being used to obtain any grant, award, donation, endowment, subsidy, or allotment for any reason, whether repayable or non-repayable.
7. Lessee agrees that this lease shall not be recorded in the public records without the express written consent of the Department.
8. Nothing is permitted to be discharged into drains/inlets on or adjacent to the leased property, if applicable.
9. The limits of insurance listed in paragraph # 7 are hereby amended to one million dollars (\$1,000,000) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$1,000,000) for property damage, or a combined coverage of not less than two million dollars (\$2,000,000).

All other provisions, terms and conditions of the original Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

City of Lake Worth (LESSEE)

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Signature

Print name

[Department Signatures on the Following Page]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (LESSOR)

By: _____

Date: _____

Name: Gerry O'Reilly, P.E.

Title: District Four Secretary

ATTEST:

Signature (Seal)

Name: Alia E. Chanel

Title: Executive Secretary

APPROVED AS TO FORM:

Signature

Name: Elizabeth Quintana

Title: Senior Attorney