

**FIRST AMENDMENT TO
OPTION TO LEASE**

This First Amendment to Option to Lease (“Amendment”) is made this 12th day of May, 2022, between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida, 34996 (“County”) and the **MARTIN COUNTY POLICE ATHLETIC LEAGUE, INC.**, a Florida not-for-profit corporation, having its principal office at 686-688 SE Monterey Road, Stuart, FL 34994 (“MCPAL”).

WITNESSETH:

WHEREAS, the County and MCPAL entered into that certain Option to Lease, dated June 2, 2020 (“Option”), whereby the County granted to MCPAL an option to lease certain County-owned real property to build a new public facility for the purpose of providing youth athletics programs, youth mentoring, youth after school and summer programs, parenting programs, and in furtherance of its commitment to providing kids with a safe environment in which they can develop new friendships and

WHEREAS, MCPAL desires to amend the Option, and the County has agreed to such amendment for public purposes.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals & Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Option.

2. **Grant of Option.** The last sentence of Section I, Grant of Option, is hereby deleted in its entirety and replaced as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“This Option shall terminate at 5:00 PM, Eastern Standard Time, on October 31, 2024 ~~2022~~. (the “Termination”), unless exercised prior.”

3. **Exercise of Option.**

a. The first sentence of Section II, Exercise of Option, subsection A.1., is hereby amended as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“On or before April 30, 2024 ~~2022~~, the MCPAL shall submit the following information (the “Submissions”) to the County for its review and approval [. . .]”

b. The last sentence of Section II, Exercise of Option, subsection A.2., is hereby deleted in its entirety and replaced as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“The MCPAL agrees to have all final Submissions delivered to the County no later than September 9, 2024 ~~2022~~.”

c. The first sentence of Section II, Exercise of Option, subsection A.4., is hereby amended as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“By August 31, 2024 ~~2022~~, but no later than 120 days following delivery of the Submissions [. . .]”

d. The penultimate sentence of Section II, Exercise of Option, subsection C, is hereby deleted in its entirety and replaced as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“The exercise of this Option must be received by the County on or before 5:00 PM Eastern Standard Time, October 31, 2024 ~~2022~~.”

4. **Term of Lease**. Section VI, Term of Lease, is hereby deleted in its entirety and replaced as follows (additions shown as double underline, deletions shown as ~~strikeout~~):

“The Lease shall commence on the day the Option to Lease is exercised but not later than 5:00 p.m., October 31, 2024 ~~2022~~”

5. **Full Force and Effect**. Except as modified by this Amendment, all other aspects and requirements of the Option shall remain in full force and effect and are hereby in all respects ratified and confirmed.

6. **Conflicts**. In the event of any conflict between the terms of the Option and the terms of this Amendment, the terms of this Amendment shall control.

7. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth in the first paragraph of this Option.

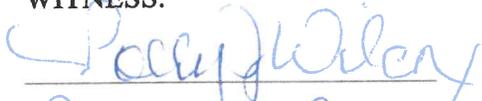
ATTEST:

MARTIN COUNTY POLICE ATHLETIC LEAGUE, INC., a Florida not-for-profit Corporation,


KAREN RODGERS, VICE PRESIDENT


JOSH FERRARO, PRESIDENT

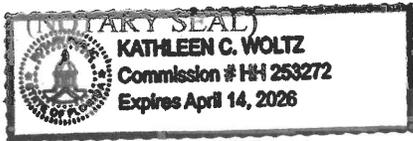
WITNESS:

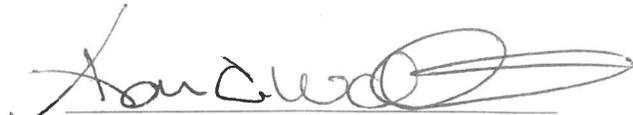

Polly Wilcox
Print Name

STATE OF FLORIDA }

COUNTY OF MARTIN }

The foregoing instrument was acknowledged before me by () physical presence or () online notarization this 12 day of May, 2022, by Josh Ferraro and Karen Rodgers, as President and Vice President, respectively, of Martin County Police Athletic League, Inc., a Florida not-for-profit corporation. They (X) are personally known to me or () have produced _____ as identification.




Notary Public

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT & COMPTROLLER



DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM
& LEGAL SUFFICIENCY



SARAH W. WOODS, COUNTY
ATTORNEY

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