

**FIRST AMENDMENT TO
CAPTAIN'S BAIT, TACKLE & BBQ
LEASE AT BING'S LANDING**

This First Amendment to Lease ("Amendment") is made and entered into as of April 20, 2015 by **FLAGLER COUNTY**, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., #2, Bunnell, Florida 32110, (the "Lessor"), and **CAPTAIN'S BAIT, TACKLE & BBQ, LLC**, a Florida limited liability company, located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, and whose business address is 113 Island Estates Parkway, Palm Coast, Florida 32137 (the "Lessee").

WITNESSETH:

WHEREAS, the Parties entered into a certain Lease, effective as of the 1st day of September, 2011, for approximately 2080 sq. ft. of building space plus appurtenances thereto located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, at Bing's Landing Park, Flagler County, Florida (the "Leased Premises") as depicted on Exhibit A attached hereto; and

WHEREAS, the Lessee has made significant additional improvements to the Leased Premises totaling over \$100,000 more than anticipated in the original lease amount to include adding approximately 400 sq. ft. of additional enclosed space, deck screening, a cooking hood, pavers; and

WHEREAS, Allowing the lease period to extend at the Lessee's option will ensure the Lessee can amortize the additional funds expended on improving the facility.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereby agree to amend the original lease sections as follows:

Section 1. Property. Lessor hereby leases to Lessee approximately 2,080 square feet of building space, to include the existing attached porch area, plus two adjoining building additions (38ft by 20ft and 15ft by 20ft) plus an expanded 550 sq. ft. deck area and front open area facing A1A), all shown on Exhibit A (as amended), located at 5862 N. Oceanshore Blvd., Palm Coast, Florida at Bing's Landing Park, Flagler County, Florida (the "Leased Premises").

Section 2. Term. This Lease shall be for a term of ten (10) years beginning on September 1, 2011, and ending on August 31, 2021, with an option to renew for one (1) additional five (5) year term at Lessee's option. If Lessee decides to renew for the additional five (5) year term, Lessee shall give 180 days written notice to Lessor prior to the expiration of the original ten (10) year term. If Lessee exercises its renewal option

described above, then at the end of this fifteen (15) year period, this Lease may be renewed for an additional five (5) year term, upon the mutual agreement of both parties.

Exhibit A. Exhibit A shall be amended as shown (attached).

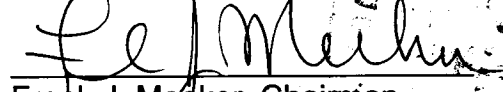
Section 3. Terms and Conditions Remain. All other terms and conditions of the Original Lease remain in full force and effect.

APPROVED by the Board of County Commissioners of Flagler County on the 20th day of April, 2015.

ATTEST:


Gail Wadsworth, Clerk of the Circuit
Court and Comptroller

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**


Frank J. Meeker, Chairman

Approved As To Form:

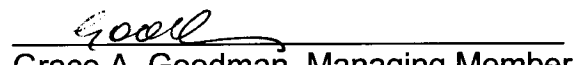

Albert Hadeed, County Attorney

CAPTAIN'S BAIT TACKLE & BBQ, LLC
A Florida limited liability company

ATTEST:


Witness Signature

CHRISTIE L. MAYER
Printed Name

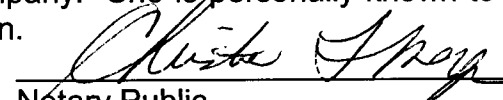

Grace A. Goodman, Managing Member

Witness Signature

Printed Name

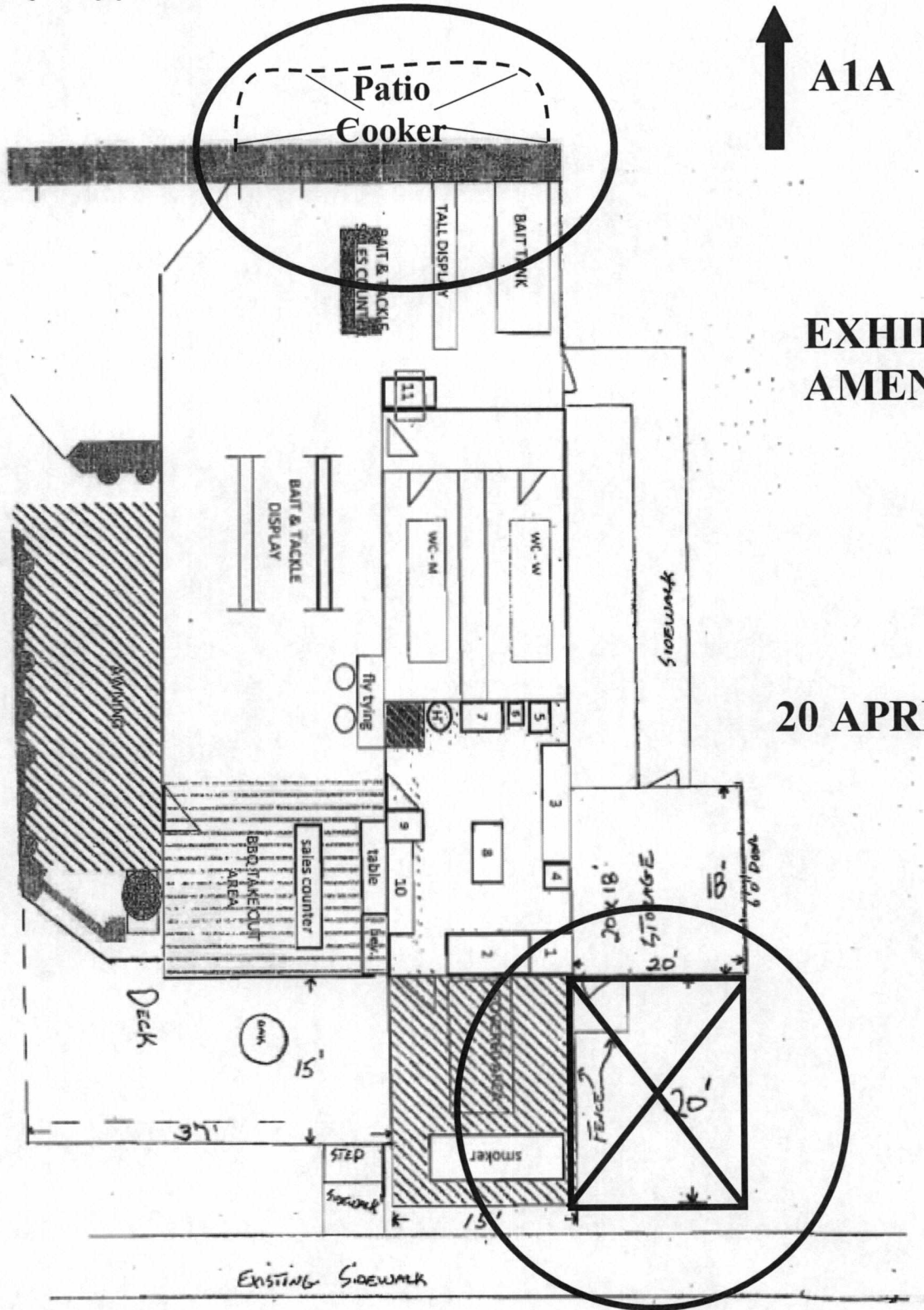
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 28 day of April, 2015, by Grace Goodman, Managing Member of Captain's Bait Tackle & BBQ, LLC on behalf of the company. She is personally known to me or has produced a driver's license as identification.


Notary Public

Printed Name





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A1A

EXHIBIT A AMENDED

20 APRIL 2015

NORTH ←
↓ INTRACOASTAL