

## SECOND AMENDMENT TO REVOCABLE LEASE

WHEREAS, the City of Neptune Beach, a municipal corporation, at 116 First Street, Neptune Beach, Florida 32266, (hereinafter, the "City") and Southcoast Capital Partnership, Ltd., a Florida Limited Partnership, at (insert new address), (hereinafter, "Southcoast"), mutually agree to amend the Revocable Lease entered into between them dated December 16, 1991, (hereinafter, the "Lease") and amended April 4, 2016, (hereinafter, the "First Amendment").

WHEREAS, the City and Southcoast desire to continue their partnership in providing safe access to parking to residents, visitors and patrons of the Beaches Town Center area.

WHEREAS, the City and Southcoast mutually agree to amend the Revocable Lease per the following terms and conditions:

### Orange Street Sidewalk

1. The Lease and First Amendment shall both remain in full force and effect, subject to this Second Amendment, and the Lease and First Amendment are incorporated herein and attached hereto.
2. Southcoast hereby agrees to lease to the City approximately two (2) feet of property located along the southern portion of its property, in an east-west direction, immediately adjacent to the City's Orange Street right-of-way (hereinafter, the "Property"), as more particularly described and depicted in Exhibit B, attached hereto.
3. The City shall use the Property for the installation and maintenance of a sidewalk along Orange Street from Second Street to the west to First Street to the east. (See, Exhibit B).
4. The City shall be solely responsible for any and all costs associated with the installation and future maintenance and repair of the sidewalk on the Property.
5. Southcoast shall have the right to revoke the Lease contained in this Second Amendment and may remove that portion of the City's sidewalk located within the Property. Southcoast shall notify the City no later than sixty (60) days of its intent to revoke the Lease contained in this Second Amendment.
6. Southcoast shall be solely responsible for any and all costs associated with removal of the sidewalk located within the Property should it choose to revoke the Lease, according to the terms and conditions in Paragraph 4, above.
7. The City shall indemnify and hold harmless Southcoast for all claims or liabilities associated with the installation and maintenance of the sidewalk on the Property.

### Second Street Parking

8. Southcoast shall be permitted to operate its Lemon Street parking lot, including those sixteen (16) parking spaces to which it shares the City's Second Street right-of-way (hereinafter, "Second Street Parking")(see, Exhibit B), that are also the subject of the First Amendment, as pay for parking prior to 11:00 a.m., on the following special event days:

- a. The Donna 26.2 Marathon
- b. Dancin' In The Streets
- c. The Web.com Championship Opening Event/Block Party
- d. Town Center Halloween Parade
- e. Thanksgiving Day

9. Southcoast shall be solely responsible for the costs associated with purchasing, installing and operating all means and mechanisms of the pay for parking associated with the Second Street Parking.

10. Southcoast shall provide the City with thirty (30) days' notice prior to institution of the pay for parking in the Second Street Parking.

IN WITNESS THEREOF, the City and Southcoast mutually cause this Second Amendment to be executed by their duly authorized officers on this \_\_\_\_\_ day of February, 2018.

THE CITY OF NEPTUNE BEACH

SOUTHCOAST CAPITAL PARTNERSHIP, LTD.

By: \_\_\_\_\_  
Elaine Brown, Mayor

By: \_\_\_\_\_  
W. Radford Lovett II

Approved as to Form and Content:

\_\_\_\_\_  
Patrick W. Krechowski, City Attorney