

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is entered into this ____ day of _____, 2019, by and between:

CITY OF POMPAÑO BEACH, a Florida municipal corporation,
hereinafter called "CITY,"

and

GLR GROUP, LLC, a Florida limited liability company,
hereinafter called "LESSEE,"

collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, CITY and PG'S ON THE GREEN, INC., a Florida corporation, entered into a Lease/Concession Agreement dated January 11, 2005 to operate a restaurant and bar facility at the Pompano Beach Golf Course ("Lease Agreement") that was subsequently amended on November 9, 2005 ("First Amendment") and again on March 9, 2009 ("Second Amendment") (collectively referred to as "Lease"); and

WHEREAS, PG'S ON THE GREEN, INC. transferred its business in favor of the LESSEE and effectively assigned its interest in the Lease by assignment dated October 31, 2016 ("Assignment"); and

WHEREAS, LESSEE desires to expand its current leased premises located at 1103 N. Federal Highway, Pompano Beach, Florida 33062 (the "Demised Premises"), to install landscaping, a retaining wall, and concrete or paver decking; to place tables and chairs for additional seating; and to install a concrete pad, emergency generator and security fence and other

related items as approved by CITY, as well as provide additional storage areas ("Expansion Improvements") for benefit of the LESSEE and, where feasible, for the benefit of the CITY; and

WHEREAS, LESSEE also desires to utilize select portions of CITY's Golf Course adjacent to the current Leased Premises to install CITY approved landscaping and deck material and to permit usage of such selected areas for additional seating, tables and related items and for staging live musical performances ("Service Improvements").

NOW, THEREFORE, in consideration of the premises contained in this Amendment, the Parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and is incorporated by this reference.

2. The Lease Agreement dated January 11, 2005, the First Amendment dated November 9, 2005, and the Second Amendment dated March 9, 2009 are attached and made a part of this Third Amendment as Composite Exhibit "A."

3. In the event of any inconsistencies between the Lease Agreement, the First Amendment, the Second Amendment or this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Lease Agreement, the First Amendment and Second Amendment otherwise are unmodified and remain in full force and effect.

4. Paragraph 1 of the Lease is amended to increase the Demised Premises as depicted in Exhibit "B-1," which is attached and incorporated to this Amendment. Specifically, LESSEE shall occupy Area 3 and Area 4 and, following CITY and any necessary governmental approval, perform the following Expansion Improvements:

AREA 3: LESSEE shall fill in the lower grassy area and install a retaining wall and concrete or paver decking; expand the current storage building to provide additional storage as well as a walkway; and

install a concrete pad, gas powered emergency generator and security fence.

AREA 4: LESSEE shall remove minor vegetation and install brick decking or a concrete pad for the placement of high top tables and stools.

5. Moreover, LESSEE is authorized to use, on a nonexclusive basis, City Property adjacent to the Demised Premises as shown on Exhibit "B-2," which is attached and incorporated in this Third Amendment. Specifically, LESSEE, following CITY and any necessary governmental approval, may use Area 1 and Area 2 and perform the following Service Improvements:

AREA 1: LESSEE shall remove minor vegetation and shall install brick pavers or a concrete pad for the placement of high top tables, stools, chairs or other seating equipment for use during live musical performances.

AREA 2: LESSEE shall fill in the lower grassy area and install a retaining wall, concrete or paver decking, and a stage for live musical performances that accommodates the placement of stage and musical equipment, speakers and low voltage lighting.

6. LESSEE acknowledges, understands and agrees that its renovation and use of Area 1 and Area 2 is temporary and nonexclusive and will be subject to the continued use of such Areas by CITY for the staging of golf carts, operation of the golf cart path and other golf maintenance operations. Consequently, LESSEE understands, acknowledges and agrees that its use of such Areas will commence no earlier than 5:30 p.m., unless otherwise approved by CITY.

7. LESSEE's use of Area 1 and Area 2 must not interfere with CITY or its golfing activities. All of LESSEE's use must receive CITY's prior written approval no less than three (3) business days prior to the actual day of use.

8. LESSEE shall, at its sole expense, make all Expansion and Service Improvements described in this Amendment. LESSEE shall invest not less than Two Hundred Fifty Thousand Dollars (\$250,000) into capital improvements as described in Paragraphs 4 and 5 above, of which

fifty percent (50%) must be expended during the first two years of this 3rd Amendment's execution ("Improvement Period") and the remainder of such amount, if any, shall be expended during the two years following the initial Improvement Period. The Capital Improvements shall improve the value of the Pompano Beach Golf Course or enhance its operations, as determined in the CITY's sole discretion. LESSEE shall report all capital improvements under this paragraph as they occur. Landscaping shall not be deemed a capital improvement unless authorized by the City Manager prior to being installed. Should the LESSEE fail to accomplish the required improvements within the Improvement Period and within the two years following such period, this Lease shall terminate on the twentieth anniversary from this Third Amendment's execution. Should improvements not be made within the required periods, LESSEE may avoid termination by depositing the unexpended funds, required for the respective period, with the City within the respective period. Such deposits shall be expended for capital improvements by the CITY as and when the CITY may decide or upon recommendation by LESSEE with the CITY's concurrence.

9. LESSEE shall, at its sole expense, professionally and timely maintain all Expansion and Service Improvements ("Improvements") including landscaping and ensure a clean, orderly and aesthetically appealing appearance at all times. LESSEE shall also replace or repair, in a workmanlike manner, any inoperable, broken, defaced, defective or missing Improvements including any dead or dying landscaping.

10. Notwithstanding the above paragraph, CITY will continue to maintain or clean Area 1 and Area 2; however, LESSEE shall be responsible to remove all personal items including items belonging to LESSEE, its employees, agents, invitees or other guests, and any rubbish, waste or trash within those areas, after its every use.

11. All Improvements and actions by LESSEE to renovate Areas 1, 2, 3 and 4 must comply with applicable governmental laws and regulations including building and permitting standards and must meet with CITY's approval prior to any such improvements or activities.

12. LESSEE shall submit a Site Plan and Landscape Plan relative to the proposed Improvements for CITY's review and approval prior to construction or installation activities, notwithstanding any governmental permitting. The Parties acknowledge and agree that a Site Landscaping Plan and Site Mitigation Plan were approved by the CITY in its Permit 09-8522, that the Permit required certain improvements at the Demised Premises and that those Permit conditions remain requirements with which LESSEE must comply. The Parties agree that any Permit requirements that remain unfulfilled will be incorporated into an updated Site Landscaping Plan and Site Mitigation Plan that also reflects the proposed Improvements in this Third Amendment and shall be consistent with the CITY's regulations.

13. Upon approval of this Third Amendment by the CITY, the monthly compensation paid by LESSEE to CITY, as provided in Paragraph 4 of the Lease, is increased to \$5,790.00 (Five Thousand Seven Hundred Ninety Dollars), plus applicable sales tax, and shall be payable within ten (10) calendar days from the full execution of this Amendment and on the first of every month thereafter. All payments shall be subject to all other terms and conditions of the Lease and this Amendment, including annual increases.

14. The term of the Lease, as provided in Paragraph 3 of the Lease, shall be extended to twenty-five (25) years from the date of approval of this Amendment by the City Commission, provided that LESSEE complies with Paragraphs 4 and 5 of this Amendment.

15. LESSEE shall not allow or permit any violation of CITY's Noise Ordinance and will comply with Sections 155.074, Outdoor Restaurants and Bars, and 155.075, Outdoor Musical Performances, of the CITY's Code of Ordinances in their entirety.

16. No other amendment to the terms of the Lease shall be effective unless contained in a written document executed with the same formality and of equal dignity.

17. This Amendment shall bind the parties and their respective successors and assign and shall be fully effective as though this Amendment had been originally included in the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA


(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LESSEE":

Witnesses:


GLR GROUP, LLC, a Florida limited liability company



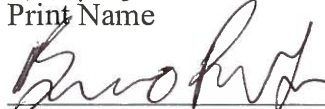
Signature

MAXENE CELIOS

Print Name

By: 

Lauren Galuppi, Manager



Signature

Bruno Prazeres

Print Name

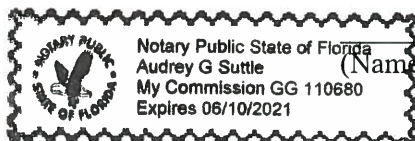
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by Lauren Galuppi as Manager of GLR Group, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



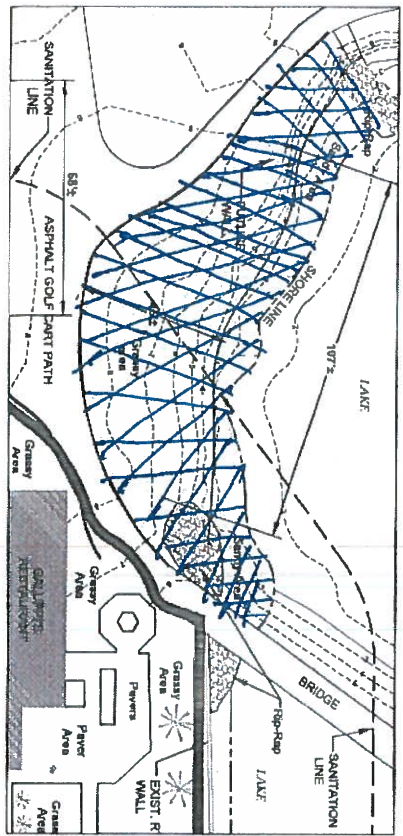
NOTARY PUBLIC, STATE OF FLORIDA



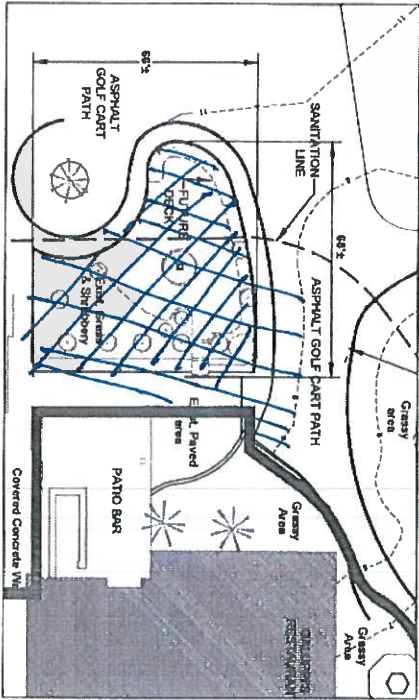
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

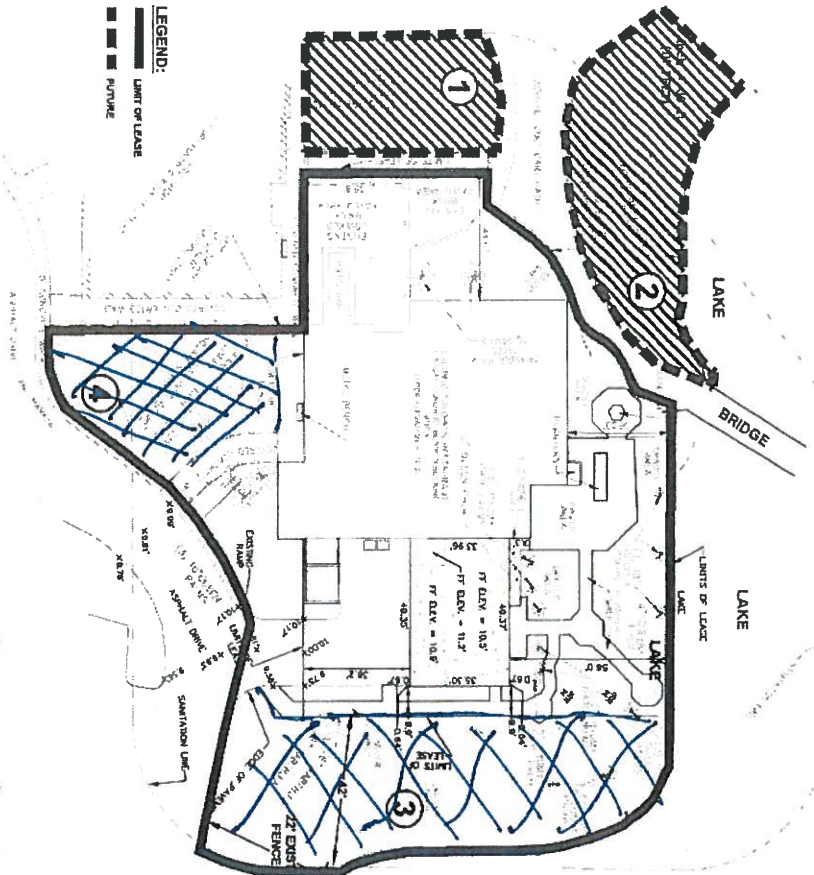
JES:jrm
6/5/19
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AREA 2
NTS



AREA 1
NTS



LEGEND:
 ——— LIMIT OF LEASE
 ——— FUTURE

Just before 3:4

Firm Name and Address:  DeFiga Pompano Beach FL 33062 Tel: (954) 366-4815	AGGREGATED LEGAL DESCRIPTION: POMPAHO BEACH AIR PARK AND RECREATION FACILITIES PLAT 14920 B PARCEL "O" DE 4842 36 23 0030	TITLE: LEASE AREAS PROPOSED EXPANSION	1101 N Federal Hwy, Pompano Beach, FL 33062 POMPAHO BEACH MUNICIPAL GOLF	CONTRACT NO. DATE SHEET NO. DWG NO. SK-2
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