

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2005-070**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AMENDMENT NO. 3 WITH OXFORD BUSINESS III, CORP., TO EXTEND THE LEASE TERMS ON UNITS 1, 5 AND 6 AT THE 100th STREET CENTER UNTIL MAY 1, 2006, FOR A TOTAL PAYMENT OF \$7,318.17 MONTHLY

WHEREAS, presently, the City of Marathon (the "City") leases office space for City Hall from Oxford Business III, Corp., as successor-in-interest to the Dewey O. Broberg, Jr. Trust and the Mary Lou Broberg Trust; and

WHEREAS, the current lease expired on May 1, 2005 and this amendment shall extend the lease term until May 1, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

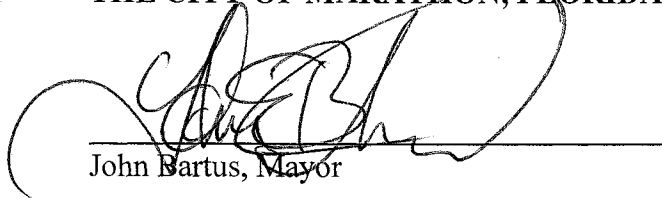
Section 2. The City Manager is authorized to enter into amendment No. three (3) to the lease agreement for City Hall, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. The City Manager is authorized to execute the amendment to the lease agreement.

Section 4. This resolution shall take effect immediately upon its adoption,

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 14th day of June, 2005.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor


AYES: Bull, Mearns, Miller, Pinkus, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Cindy L. Ecklund
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

THIRD AMENDMENT TO COMMERCIAL LEASE

THIS THIRD AMENDMENT TO COMMERCIAL LEASE (the "Third Amendment") is entered into this ____ day of May 2005, by and between **OXFORD BUSINESS III, CORP.**, a Florida corporation, as successor-in-interest to the DEWEY O. BROBERG, JR., TRUST and the MARY LOU BROBERG TRUST (the "Lessor"), and the **CITY OF MARATHON**, a Florida municipal corporation (the "Lessee").

RECITALS

1. On April 4, 2001, Lessor and Lessee entered into that certain Commercial Lease (the "Lease") concerning real property located at 100th Street Center, Units 5 and 6, also commonly known as 10045 and 10055 Overseas Highway, Marathon, Monroe County, Florida (the "Premises"); the term of the Lease expired on April 30, 2003; and

2. Thereafter (a) on or about February 25, 2003 the parties entered into the First Amendment to the Commercial Lease (the "First Amendment") extending the term of the Lease from April 30, 2003 to April 30, 2004 and adding Unit 1, also commonly known as 10005 Overseas Highway, to the scope of the Lease (among other things more specifically recited therein) and (b) on or about March __, 2004 the parties entered into the Second Amendment to the Commercial Lease (the "Second Amendment") extending the term of the Lease from April 30, 2004 to May 1, 2005 (the "Term") (among other things more specifically recited therein). The original Lease, the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the "Lease".

3. The Parties have agreed to enter into this Third Amendment to extend the Term of the Lease and modify certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by reference.

2. Conflict. In the event of any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control.

3. This Lease. All references in this Third Amendment to "this Lease" shall include this Third Amendment.

4. Term. The Lease is hereby modified to extend the Term from May 1, 2005 to May 1, 2007 (the "Termination Date").

5. Rent. (a) Beginning on May 1, 2005, the rent paid for the premises shall be \$7,318.17 per month, which amount includes additional taxes and maintenance fees. The rent paid shall increase by four percent (4%) for the second year of the Term and for each year of any extensions thereof.

(b) During the Term and any extensions thereof, the Lessee shall further pay to the Lessor the sum of Seventy-Five and 00/100 Dollars (\$75) per month per Unit for water and sewer services provided to the Premises.

6. Renewal. Provided Lessee is not in default hereunder, the parties acknowledge and agree that Lessee shall have the option to renew the Lease for two (2) additional one (1) year renewal periods. Such renewals shall exercised in writing by Lessee no later than ninety (90) days prior to the Termination Date or applicable renewal period.

7. Ratification. Except as set forth in this Third Amendment, the Lease remains unmodified and in full force and effect and all the terms and conditions set forth in the Lease are ratified by the parties.

8. Counterparts. This Third Amendment may be executed in one of more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Third Amendment and any other signatures hereon shall be considered for all purposes as originals. Except as expressly modified by this Third Amendment, the terms and provisions of the Lease remain unmodified and are in full force and effect.



IN WITNESS WHEREOF, this Third Amendment has been executed by the parties as of the date set forth on the first page hereof.

WITNESSES:

Diane Clavier
Print Name: Diane Clavier

Susan Thomas
Print Name: SUSAN THOMAS

Approved at to form:

By: [Signature]
City Attorney

LESSEE

CITY OF MARATHON, a Florida municipal corporation,

By: Michael H. Puto
Print Name: MICHAEL H. PUTO
Title: CITY MANAGER

Attest: [Signature]
Cindy L. Ecklund, City Clerk

WITNESSES:

[Signature]
Print Name: ANTOIR SUZDO

[Signature]
Print Name: EDUARDO FERNANDEZ

LESSOR:

OXFORD BUSINESS III, CORP., a Florida corporation

By: [Signature]
Name: SERNAHO ROMERO
Title:

6

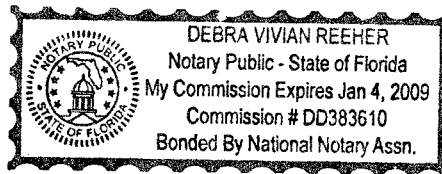
STATE OF FLORIDA)
)ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 15 day of May 2005, by MIKE PUTO, who (check one) is personally known to me or has produced a Florida driver's license s identification.

Debra Vivian Reeher
Printed Name of Notary Public

Debra Vivian Reeher
Signature of Notary Public

My commission expires:
1-4-2009



STATE OF FLORIDA)
)ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 26 day of May 2005, by SANTIAGO ROMERO, as MANAGER of Oxford Business III, Corp. (the "Company"), on behalf of the Company, who (check one) is personally known to me or has produced a Florida driver's license s identification.

MANUEL FERNANDEZ
Printed Name of Notary Public

Manuel Fernandez
Signature of Notary Public

My commission expires

