

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-071**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AMENDMENT WITH OXFORD BUSINESS III, CORP., TO EXTEND THE LEASE TERMS ON THE BACK PARKING LOT AT THE 100<sup>th</sup> STREET CENTER UNTIL MAY 1, 2006, FOR A TOTAL PAYMENT OF \$525 MONTHLY.**

**WHEREAS**, presently, the City of Marathon (the "City") leases the back parking lot at 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.

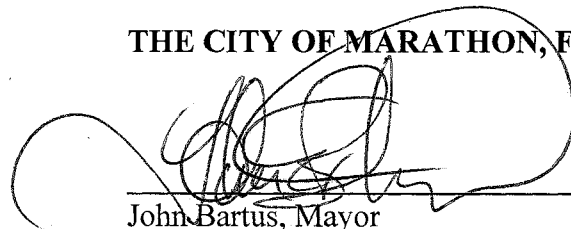
**Section 2.** The City Manager is authorized to enter into the amendment to the lease agreement for the back parking lot at City Hall, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by 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 14<sup>th</sup> 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

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (the "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 or about June \_\_, 2004, Lessor and Lessee entered into that certain Lease (the "Lease") concerning real property located at 100<sup>th</sup> Street Center, Back Parking Lot, Marathon, Monroe County, Florida (the "Premises"); the term of the Lease expired on May 1, 2005 (the "Term"); and

2. The Parties have agreed to enter into this 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 Amendment, the terms of this Amendment shall control.

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

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

5. 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 not later than ninety (90) days prior to the Termination Date or applicable renewal period.

6. Rent. (a) Beginning on May 1, 2005, the rent paid for the premises shall be \$525 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) Lessee shall further pay to Lessor the sum of Five Hundred and 00/100 Dollars (\$500) per year as "Additional Rent" during the Term and any extensions thereof. The Additional Rent contained within this paragraph shall be used to partially reimburse Lessor for any and all additional expenses associated with Lessee's use of the premises, including but not limited to items such as garbage, all taxes, etc.

7. Ratification. Except as set forth in this Amendment, the Lease shall remain 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 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 Amendment and any other signatures hereon shall be considered for all purposes as originals. Except as expressly modified by this Amendment, the terms and provisions of the Lease remain unmodified and are in full force and effect.

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

**WITNESSES:**

**LESSEE**

Diane Clavier  
Print Name: Diane Clavier

**CITY OF MARATHON**, a Florida municipal corporation,

Susan Thomas  
Print Name: Susan Thomas

By: Michael H. Puto  
Print Name: MICHAEL H. PUTO  
Title: City Manager

Approved at to form:

Attest: Cindy L. Ecklund  
Cindy L. Ecklund, City Clerk

By: [Signature]  
City Attorney

**WITNESSES:**

**LESSOR:**

[Signature]  
Print Name: AITOR SORDO

**OXFORD BUSINESS III, CORP.**, a Florida corporation

[Signature]  
Print Name: EDUARDO FERNANDEZ

By: [Signature]  
Name YAMIAGO ROMERO

[Handwritten mark]

Title

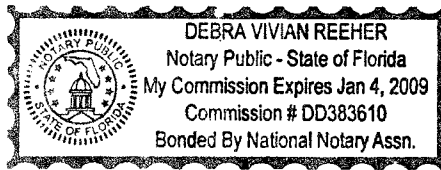
STATE OF FLORIDA )  
 )ss:  
COUNTY OF MONROE )

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

[Signature]  
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 REMERO 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

[Signature]  
Signature of Notary Public

My commission expires

