

**From:** Jean Baer <[jмбаer@comcast.net](mailto:jмбаer@comcast.net)>

**Date:** April 17, 2014 at 9:32:18 PM EDT

**To:** "Judie A. Zimomra" <[Judie.Zimomra@mysanibel.com](mailto:Judie.Zimomra@mysanibel.com)>, Ken Cuyler  
<[Ken.Cuyler@mysanibel.com](mailto:Ken.Cuyler@mysanibel.com)>

**Cc:** 'Betsy Ventura' <[betsyfventura@gmail.com](mailto:betsyfventura@gmail.com)>

**Subject: Amendment of the Farmers Market contract**

In an effort to meet the request of the residents and visitors of Sanibel, we would like to amend the Farmers Market contract to include the month of October. We feel that there is enough interest to warrant the additional four weeks. We request a starting date of Sunday, October 5, 2014 with an ending date of April 26, 2015.

Please let us know if you need anything further. As always, thank you for your support.

**FIRST AMENDMENT  
TO LEASE AGREEMENT  
BETWEEN  
LOCAL ROOTS, LLC  
AND  
CITY OF SANIBEL**

**THIS FIRST AMENDMENT** to Lease Agreement is made and entered into this 6th day of May, 2014, by and between the **CITY OF SANIBEL**, a Florida municipal corporation (hereinafter the "Lessor"), and **LOCAL ROOTS, LLC d/b/a SANIBEL ISLAND FARMER'S MARKET** (hereinafter the "Lessee").

**WITNESSETH:**

**WHEREAS**, this First Amendment to Lease Agreement applies to, and is governed by, the currently effective Lease Agreement between the parties dated September 8, 2012 (hereinafter "Lease Agreement").

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein and other good and valuable consideration, acknowledged by the parties to be sufficient, the parties hereby agree as follows:

1. Section 2 of the Lease Agreement entitled "TERM" is hereby amended to read as follows with strike through denoting deletions and underling denoting additions:

2. **TERM.** The Lease Term of this Lease shall commence on November 1, 2012 and extend through April 30, 2013, only on Sundays, between the hours of 6:00 a.m. through 2:30 p.m. Except during the Lease Term as described herein, Lessee shall have no Lease interest or other interest in Lessor's property. Use of the Leased Premises at any other time, or the use of additional City property for any purpose, shall require approval by the City Manager, in advance and in writing, in accordance with all City requirements, including special events permitting where applicable. The term of this Lease may be extended for up to two additional years (November 1, 2013 – April 30, 2014 and ~~November 1~~ October 5, 2014 – April 30, 2015) at the sole discretion and option of the City under substantially the same provisions and terms of the first Lease Term.

2. A faxed or scanned copy of this document executed by either or both parties shall constitute an original for purposes of this First Amendment to Lease Agreement.

IN WITNESS WHEREOF the undersigned have set their hands and seals on the dates indicated.

**LESSOR:**

ATTEST:

**CITY OF SANIBEL**

BY: \_\_\_\_\_  
Pamela Smith, City Clerk

By: \_\_\_\_\_  
Kevin Ruane, Mayor

**APPROVED AS TO FORM:**

  
Kenneth B. Cuyler, City Attorney

Date: 4/18/14

STATE OF FLORIDA        )  
COUNTY OF LEE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2014 by Kevin Ruane, Mayor of the City of Sanibel, who is personally known to me or produced \_\_\_\_\_ as identification and who did not take an oath.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print, type or stamp commissioned  
Name of Notary Public)

**LESSEE:**

LOCAL ROOTS, LLC d/b/a  
SANIBEL ISLAND FARMER'S MARKET

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF LEE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2014 by \_\_\_\_\_, the \_\_\_\_\_ of Local Roots, LLC d/b/a Sanibel Island Farmer's Market, who is personally known to me or produced \_\_\_\_\_ as identification and who did not take an oath.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print, type or stamp commissioned  
Name of Notary Public)