

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made this 6th day of October, 2020, between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (the “Lessor”), and LILLIAN RECREATIONAL CENTER INC., an Alabama non-profit corporation (the “Lessee”).

WHEREAS, Lessor and Lessee executed that certain Lease Agreement effective February 12, 2019, for a portion of Lessor’s real property located in Baldwin County, Alabama, to be used by Lessee for the purpose of operating a public park and recreational facility (the “Original Lease”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Lessor and Lessee desire to amend certain terms of the Original Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Original Lease is hereby amended as follows:

- (1) Subparagraph (E) of Paragraph 4 of the Original Lease (“Covenants of Lessee”) shall be amended to read as follows:

(E) Lessee will bring trash and garbage from the premises to the highway right of way each week on the regular garbage collection day for the premises.

- (2) Subparagraph (H) of Paragraph 4 of the Original Lease (“Covenants of Lessee”), which provided that Lessee shall be responsible for the cost of maintenance of the leased premises, shall be deleted in its entirety.

- (3) Subparagraph (B) of Paragraph 5 of the Original Lease (“Covenants of Lessor”), which required Lessor to pay to Lessee the sum of One Thousand Two Hundred and 00/100 (\$1,200.00) per year, shall be deleted in its entirety and Lessor shall no longer be required to make such payment to Lessee.

- (4) Subparagraph (C) of Paragraph 5 of the Original Lease (“Covenants of Lessor”) shall be amended to read as follows:

(C) Lessor shall be responsible for maintaining the improvements, facilities, and park grounds during the term of this lease.

- (5) Subparagraph (G) of Paragraph 5 of the Original Lease (“Covenants of Lessor”) shall be deleted in its entirety.

(6) Miscellaneous.

a. The remaining terms and conditions of the Original Lease remain in full force and effect.

b. The parties may execute this Amendment individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same amendment.

c. Unless modified herein, all terms and conditions in the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSOR:

BALDWIN COUNTY COMMISSION

By: _____
Billie Jo Underwood
Its: Chairman

ATTEST:

Wayne Dyess
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2020.

Notary Public
My Commission Expires: _____

LESSEE:

LILLIAN RECREATIONAL CENTER, INC.

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of LILLIAN RECREATIONAL CENTER, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____