



**FIRST AMENDMENT TO LEASE NO. 307**  
**EXTENSION AGREEMENT**

**THIS FIRST AMENDMENT** (the “Amendment”) is made and entered into as of the Effective Date defined in Section 5, below, by and between **POLK COUNTY**, a political subdivision of the state of Florida, (the “Landlord”) and **MAIN STREET BARTOW, INCORPORATED**, a Florida not for profit corporation, (the “Tenant”).

**RECITALS**

**WHEREAS**, the Landlord and the Tenant entered into that certain Lease Agreement (the “Agreement”) dated November 1, 2020, whereby the Landlord leases to the Tenant 1,200 rentable square feet of office space located on certain real property whose street address is 180 South Central Avenue, Bartow, Florida, 33830, as described in the Agreement; and

**WHEREAS**, the initial term of the Agreement expires on October 31, 2025; and

**WHEREAS**, Section 3 of the Agreement provides the parties may mutually agree to extend the Agreement term for two (2) additional five (5) year terms; and

**WHEREAS**, the Tenant has requested, and the Landlord has agreed to extend the Agreement term for the first five-year Renewal Term; and

**WHEREAS**, Section 5(b) of the Agreement provides the Landlord will annually establish the Monthly Utilities Charge amount based upon its estimated cost of providing those services; and

**WHEREAS**, the Landlord has determined the Monthly Utilities Charge of \$150.00 should be sufficient to address the monthly cost of providing the stated services to the Leased Premises during the Renewal Term so annual changes to the Monthly Utilities Charge should not be necessary; and

**WHEREAS**, the Landlord and Tenant have agreed to reconcile at the end of the Renewal Term any differences between the actual cost the Landlord incurred to provide the stated utilities to the Leased Premises during the Renewal Term and the total amount the Tenant paid the Landlord for those services via the Monthly Utility Charge;

**NOW THEREFORE**; in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

1. The Recitals set forth above are true, correct and incorporated by this reference.

2. The Agreement term is extended for the first five-year Renewal Term that will commence on November 1, 2025, and end on October 31, 2030.
3. The Monthly Utilities Charge of \$150.00 shall remain in effect during the Renewal Term. Within thirty (30) days after the expiration of the Renewal Term or the earlier termination of the Agreement, the Landlord will determine any difference between the actual cost the Landlord incurred to provide the stated utilities to the Leased Premises during the Renewal Term and the total amount the Tenant paid the Landlord for those services via the Monthly Utilities Charge and shall notify Tenant of any such difference. If the Tenant has paid the Landlord an aggregate Monthly Utilities Charge in excess of the actual cost to provide the stated utilities to the Leased Premises, the Landlord will return such excess to the Tenant with its notice of the difference. If the total actual cost the Landlord incurred to provide the stated utilities exceeds the aggregate Monthly Utilities Charge the Tenant paid during the Renewal Term, the Tenant shall pay the Landlord such difference within thirty (30) days after receiving the Landlord's notice.
4. Neither party is in default of the Agreement and each party is presently unaware of any fact or circumstance that would constitute a default by the other party under the Agreement.
5. The Effective Date of this Amendment shall be the date the later of the two parties executes the Amendment. The later party to execute the Amendment shall provide the other party a fully executed copy or counterpart, as applicable, of the agreement.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. The Agreement as amended by this Amendment remains in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES FOLLOW**

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

**TENANT:**

**ATTEST:**

**MAIN STREET BARTOW,  
INCORPORATED**, a Florida not-for-profit  
corporation

By: \_\_\_\_\_

*[Handwritten signature]*

By: \_\_\_\_\_

*Linda K. Holcomb*  
Linda K. Holcomb, Executive Director

Date: \_\_\_\_\_

*July 10 2025*

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

**LANDLORD:**

**ATTEST:**

**STACY M. BUTTERFIELD, CLERK**

**POLK COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T. S. Wilson, Chair

Reviewed as to Form and Legal Sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Polk County Attorney's Office