

**FIRST AMENDMENT TO MAINTENANCE AND EQUIPMENT LEASE AGREEMENT
BETWEEN
HIDEAWAY BEACH TAXING DISTRICT AND HIDEAWAY BEACH ASSOCIATION, INC.**

This First Amendment to the Maintenance and Equipment Lease Agreement dated November 25, 2020, entered into this 7th day of November, 2025, *nunc pro tunc* October 20, 2025, (the "First Amendment"), by and between the Hideaway Beach Taxing District, a Florida dependent district established by the City of Marco Island, (the District"), and the Hideaway Beach Association, Inc., a Florida not-for-profit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, on November 25, 2020, the District and the Association entered into an Agreement to provide for the ability of the Association to Lease Equipment, as defined therein, from the District (the "Original Agreement"); and

WHEREAS, the District and the Association agreed to permit the Association, as part of the Association's use of the District's Equipment, to maintain certain District Facilities; and

WHEREAS, the District and the Association desire to enter into this First Amendment to the Original Agreement, (the "First Amendment"), in order to extend the Lease Term for an additional five (5) years, and to provide for an adjustment in the costs incurred by the Association and paid by the District for the maintenance of the District Facilities; and

WHEREAS, this First Amendment serves a public and municipal purpose, and is in the best interest of the health, safety, and welfare of the residents of the Hideaway Beach Tax District and the City of Marco Island.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and provisions contained herein, the District and the Association agree as follows:

1. The above WHEREAS clauses are incorporated herein by reference.
2. That Section 4.A., "Lease Term," of the Original Agreement is amended to provide for an extension of the Lease Term up to and including October 20, 2030. The parties may agree to renew this Agreement for additional terms subject to the execution of a written amendment to this Agreement.
3. That Section 4.B., "Lease Payments," of the Original Agreement is amended in its entirety to read as follows:

4.B. LEASE PAYMENTS: The Association agrees to pay to the District as rent for the Equipment the amount of Five Hundred and 00/100 Dollars

(\$500.00), plus applicable sales tax ("Lease Payment") each month, due and payable as described below. If the Lease Term does not start on the first day of the month, or end on the last day of the month, the Lease Payment will be prorated accordingly. The Association will be billing the District, from time to time, for its maintenance charges, and in lieu of paying any Lease Payments directly, will net against the maintenance charges on the invoice the amount of any accrued Lease Payments.

4. That Section 4.D., "Expenses Related to the Equipment," of the Original Agreement is deleted in its entirety.

5. That Section 5 of the Original Agreement shall be amended in its entirety to read as follows:

5. The Association shall be solely responsible for all costs necessary to perform the maintenance responsibilities set forth in this Agreement, including but not limited to staffing, budgeting, financing, storage of the Equipment, and required insurance. The District shall be responsible for all costs associated with the maintenance and repair of the Equipment. The Association will invoice, and the District agrees to pay, the fees as provided in Exhibit "A," to this Amendment on a monthly basis. In addition, the Association will bill the District for the work associated with beach raking services as provided in the Agreement. The Association and District agree that the fees contained in Exhibit "A," may be adjusted after the second anniversary of this Amendment. Any fee adjustment shall be contained in an amendment to the Agreement executed by both the Association and the District.

6. That except as amended by this First Amendment, the Original Agreement, shall remain in full force and effect.

7. That in the event of any conflict between the terms and conditions of the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

(SIGNATURE PAGE TO FOLLOW)

SIGNATURE PAGE
FIRST AMENDMENT TO MAINTENANCE AND EQUIPMENT LEASE AGREEMENT
BETWEEN HIDEAWAY BEACH TAXING DISTRICT AND HIDEAWAY BEACH
ASSOCIATION, INC.

HIDEAWAY BEACH TAX DISTRICT

ATTEST:

By: _____

Print Name: _____

Dated: _____

By: _____

Print Name: _____

HIDEAWAY BEACH PROPERTY ASSOCIATION, INC.

ATTEST:

By: 

Print Name: Tom Ryan

Dated: 11/17/2025

By: _____

Print Name: _____