

FOR YOUTH DEVELOPMENT\* FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY

June 22, 2021

Mr. Chris Lagerbloom, City Manager City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

RE Holiday Park Lease Agreement dated November 13, 2016 (the "Lease", any term not herein shall have the meaning ascribed to such term in the Lease) between the **City of Fort Lauderdale**, a municipal corporation of the State of Florida (the "City") and the Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation (the "YMCA"). Force Majeure.

Dear Chris,

This letter shall serve to memorialize that the YMCA is formally requesting an extension of the Holiday Park Lease Milestones contained in Section 2.4.2 (a), Section 2.4.2 (b), Section 2.4.3 (a), Section 2.4.3 (b), Section 2.4.3 (c), Section 2.4.3 (d), Section 2.4.3 (e) and Section 2.4.4 in accordance with section 2.5.

The request is made under the Force Majeure delineated in Section 12.21. With the impact of the worldwide pandemic and the Executive Orders issued by the Governor of the State of Florida. A State of Emergency was issued by Governor DeSantis on March 9, 2020 with Executive Order 20-52 and extended with Executive Orders 20-114, 20-166, 20-192, 20-213, 20-276, 20-316, 21-45, 21-94. The most recent Executive Order 21-94 extended the State of Emergency for sixty (60) days as of April 27, 2021. Thus the State of Emergency will be lifted on June 26, 2021 and the number of days under the conditions of the State of Emergency is 474 days.

Therefore this letter memorializes the effective date under the Lease of Sections 2.4.2 (a) and 2.4.2 (b) is July 1, 2021.

Therefore this letter memorializes the effective date under the Lease of Sections 2.4.3 (a), 2.4.3 (b), 2.4.3 (c), 2.4.3 (d) and 2.4.3 (e) is March 1, 2023.

Therefore this letter memorialize the effective date under the Lease of Section 2.4.4 is now March 1, 2025.

Thank you in advance for you attention to the foregoing request.

See second page for signature.



Sincerely,

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. a non-for-profit corporation

B Sheryl A. Woods, President / CEO

ACKNOWLEDGED AND AGREED:

THE C LAUDERDALE BY Chris L erbroom, City Manager

Effective Date June 🗾 2021

## Enclosures

In accordance with Section 12.2.1 of the Lease, a copy of this Letter is also being delivered to the office of the City Attorney.

Cc: City of Fort Lauderdale City Attorney

YMCA OF SOUTH FLORIDA 900 SE 3 Avenue, Suite 300 - Fort Lauderdale, FL 33316 - P 954 334 9622 • F 954 334 9629 ymcasouthflorida.org City of Fort Lauderdale Contractual Agreement YMCA Holiday Park

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		Per Force	
	Per Lease	Majeure	Per Extension
Section of Agreement	Agrement	Letter	Letter
Lease commencement Date	11/14/2016		
Section 2.4.1 - 3 months after provide Phase 1 2) Copy of Survey 3) Title Commitment	2/14/2017	Done	Done
Section 2.4.2 - Within 40 months provide 1) evidence of securing \$5M in construction loan financing or raised \$5M through donations or pledges 2) copy of an estimate budget for			
construction of the facility	3/14/2020	7/1/2021	7/1/2023
Section 2.4.3 Within 5 years provide: 1. copy of application for plat 2) application for rezoning 3) application for variances rezoning 3) application for variances and setback 5) copy of complete and final budget for construction of the YMCA facility 6) copy of any and all permits 7) copy of an agreement between Lessor, Lessee and Parker Playhouse Theatre Inc. regarding accommodation for the existing Marquee Sign 8) evidence that lessee has commenced construction of the YMCA facility	11/14/2021	3/1/2023	3/1/2025
Section 2.4.4 Within 7 years of the lease date shall complete construction of the YMCA and provide a certificate of occupancy	11/14/2023	3/1/2025	3/1/2027