

FIRST AMENDMENT  
TO  
LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("hereinafter, "Lease") made this 1<sup>st</sup> day of July, 2015 by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY"),

and

**RIVERWALK FORT LAUDERDALE, INC.**, a Florida not-for-profit corporation, FEI/EIN No. 650112666, whose principal address is 305 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "LESSEE").

WITNESSETH:

WHEREAS, the parties executed the Lease on July 1, 2015, but the conditions precedent to the Effective Date to the Lease, set forth in Paragraph 2.2.1 of the Lease were not all met by the "on or before July 1, 2015" deadline; and

WHEREAS, Paragraph 2.2.1 (g) of the Lease provided for an extension of the deadlines for meeting the conditions precedent up agreement between LESSOR and LESSEE, with a maximum extension of time being sixty (60) days; and

WHEREAS, Paragraph 2.2.1 (g) provided that the City Manager had the authority to agree, on behalf of the LESSOR, to such extension of time; and

WHEREAS, LESSOR, by and through its City Manager, and LESSEE are desirous of extending the deadlines for a period of sixty (60) days; and

WHEREAS, extension of the deadlines serves a valid municipal purpose;

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

1. LESSOR and LESSEE agree to extend the deadlines of achieving the conditions precedent listed in Paragraph 2.2.1 of the Lease for a period of sixty (60) days, such extension running through August 31, 2015.

2. That upon satisfaction of all the conditions precedent listed in Paragraph 2.2.1 of the Lease, the Lease shall have an Effective Date of September 1, 2015.

3. In the event and to the extent that there is any conflict between the terms and conditions of the Lease and the terms and conditions of this First Amendment to the Lease

Agreement, then the terms and condition of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Revocable License.

4. In all other respects, the parties ratify and confirm the Lease dated June 16, 2015.

IN WITNESS OF THE FOREGOING, THE PARTIES HAVE SET THEIR HANDS AND SEALS

**AS TO LESSOR:**

WITNESSES

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
SIGNATURE

BY:\_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY:\_\_\_\_\_  
Robert B Dunckel, Assistant  
City Attorney

**AS TO LESSEE**

WITNESSES

RIVERWALK OF FORT  
LAUDERDALE, INC.

BY: \_\_\_\_\_  
Eugenia Duncan Ellis, President

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2015 by **Eugenia Duncan Ellis**, President of Riverwalk of Fort Lauderdale, Inc., a Florida not for profit corporation. She is personally known to me or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

(SEAL)

PRINTED NAME

My Commission expires: