

① ✓ 9/4/15 ②

CITY MANAGER

2015 SEP -3 AM 10: 06

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: 2nd Amendment to Lease Agreement for Riverwalk Fort Lauderdale, Inc.

CAM: 15-1107 *EM-CPD* CCM: 9/1/2015

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager

Assistant City Attorney: RBD

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 1 original~~s~~ to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards 1 copy: Asst. City Attorney, Bob Dunckel

☒ Original Route form to Bob Dunckel

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("hereinafter, "Lease") made this 2ND day of September, 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, the conditions precedent under Paragraph 2.2.1 of the Lease were not all met "on or before July 1, 2015" deadline; 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 executed a First Amendment to Lease Agreement whereby the deadline for achieving the conditions precedent in Paragraph 2.2.1 of the Lease were extended for a period of sixty (60) days, such extension running through August 31, 2015; and

WHEREAS, the conditions precedent outlined in Paragraph 2.2.1 were not fully achieved on or before August 31, 2015 and the parties are desirous of further extending the deadline for achievement of the conditions precedent on or before September 30, 2015 through a Second Amendment to the Lease Agreement; 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 thirty (30) days, such extension running through September 30, 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 October 1, 2015.

3. That this Second Amendment, when fully executed, shall be given effect retroactively to August 31, 2015.

4. The parties stipulate and agree that the LESSOR's City Manager shall be vested by and through this Second Amendment with the authority to execute, on behalf of the LESSOR, any further amendments of this Lease Agreement with respect to extension of deadlines for achieving the conditions precedent or extensions of the Effective Date of this Lease Agreement.

5. In the event any of the foregoing conditions precedent are not accomplished on or before the deadline established by any of the Amendments to the Lease Agreement, then this Lease shall automatically be and become null and void and of no further force and effect on either LESSOR or LESSEE.

6. In the event and to the extent that there is any conflict between the terms and conditions of the Lease Agreement, as amended by the First Amendment to the Lease Agreement, and the terms and conditions of this Second Amendment to the Lease Agreement, then the terms and condition of this Second Amendment shall supersede and prevail over any such conflicting terms in the underlying Lease Agreement as previously modified by the First Amendment to the Lease Agreement.

7. In all other respects, the parties ratify and confirm underlying Lease Agreement as amended.

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

AS TO LESSOR:

WITNESSES


SIGNATURE

Arva D. Penick
PRINT NAME


SIGNATURE

Carola Foster
PRINT NAME

CITY OF FORT LAUDERDALE

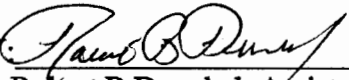
BY: 

Lee R. Feldman, City Manager

PRINT NAME

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: 
Robert B Dunkel, Assistant
City Attorney



AS TO LESSEE

WITNESSES

Patrick A. Harris
SIGNATURE
PATRICK A. HARRIS
PRINT NAME

Karly Young
SIGNATURE
Karly Young
PRINT NAME

RIVERWALK OF FORT
LAUDERDALE, INC.

BY: Eugenia Duncan Ellis
Eugenia Duncan Ellis, President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31 day of August, 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.

(SEAL)

NOTARY PUBLIC

Cristina M. Hudson
PRINTED NAME



My Commission expires:

10-29-2017
[Signature]

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