

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "First Amendment") is made this ____ day of _____, 2016, by and between **THE CITY OF KEY WEST**, a municipal corporation (hereinafter referred to as "Lessor"), whose address for purposes of notice is P.O. Box 1409, Key West, FL 33041, and the **Key West Community Sailing Center, Inc.** (hereinafter referred to as "Lessee"), whose address for purposes of notice is **705 Palm Avenue, Key West, Florida, 33040.**

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Submerged Lands Lease (hereinafter referred to as "Lease Agreement") on the 3rd day of September, 2014; and

WHEREAS, the parties desire to amend the Lease Agreement to provide for an under market rent for the remaining term of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitations of fact are true and correct and incorporated herein by this reference.

2. Paragraph 2 of the Lease Agreement is deleted in its entirety and replaced with the following:

"Lessee shall pay Lessor rent in the amount of \$1.00 per year payable on the 3rd day of September for each remaining year of the Lease Agreement."

3. Paragraph 3 of the Lease Agreement is deleted in its entirety and replaced with the following:

"Lessee shall not be required to provide information related to the rental of wet slips nor shall the Lessee be required to make supplemental percentage rent payments therefore."

4. This First Amendment may be executed in counterparts. Except as expressly modified by this First Amendment, all terms and conditions of the Lease Agreement remain in full force and effect, and binding upon the parties in accordance with its terms. In the event of any conflict between the terms of the Lease Agreement and the terms of this First Amendment, the terms of this First Amendment shall control. Lessee further represents and warrants it is not in default of any of the conditions or covenants of the Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 2016.

[SIGNATURE PAGES FOLLOW]

ATTEST:

By: _____
Cheryl Smith, City Clerk

THE CITY OF KEY WEST

By: _____
Printed Name: _____
Its: _____

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____, of The City of Key West, a municipal corporation, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

**KEY WEST COMMUNITY SAILING
CENTER, INC.**

By: _____

Printed Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this _____, by
_____ as _____ who is personally
known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____