

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this 6TH day of December, 2022 by and between the City of Key West, Florida, a municipal corporation, (hereinafter "CITY") and Southernmost House, Ltd. A Florida limited Partnership, (hereinafter "SOUTHERNMOST").

WITNESSETH

WHEREAS, CITY and SOUTHERNMOST entered into a Lease Agreement dated the 19th day of November, 2018; and

WHEREAS, SOUTHERNMOST invested a large sum of money in developing the "pocket park" at the end of Duval Street adjacent to the ocean in accordance with plans it submitted to various Boards & Commissions of CITY; and

WHEREAS, CITY and SOUTHERNMOST agreed SOUTHERNMOST could place up to 116 seats in the pocket park in exchange for its development; and

WHEREAS, through no fault of its own, SOUTHERNMOST has been unable to utilize seats in the pocket park; and

WHEREAS, CITY and SOUTHERNMOST desire to amend their Lease Agreement in order to modify the terms and conditions;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SOUTHERNMOST agree as follows:

Section 1: That CITY and SOUTHERNMOST agree that SOUTHERNMOST shall be permitted to place the 115 seats based upon consumption area that were intended for the park into the property adjacent thereto at 1400 Duval Street, which were fully earned upon completion of the park.

Section 2: That SOUTHERNMOST shall continue to be responsible for the maintenance of the park specified by the Lease Agreement and except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Lease Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

Patti McLaughlin, City Manager

ATTEST:

CHERYL SMITH, CITY CLERK

Michael Halpern, as Guarantor and on behalf
of Southernmost House, Ltd.