

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR THE LEASING OF CATHERINE K. YOUNG LIBRARY

This First Amendment to the Lease Agreement (“First Amendment”) is made and entered into between Broward County, a political subdivision of the State of Florida (“Tenant”), and the City of Margate, a municipal corporation (“Landlord”). Landlord and Tenant are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Landlord owns the property located at 5810 Park Drive, Margate, Florida 33063, known as Catherine K. Young Library (“Property”).

B. On September 24, 2002, the Parties entered into a lease agreement for the use and occupancy of the Property (“Lease”).

C. The Lease’s renewal term ended on September 30, 2022.

D. The Parties now desire to enter into this First Amendment to reinstate the Lease, extend the term, provide additional termination rights, and update certain notice provisions.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Lease.

2. The Parties hereby agree to reinstate the Lease and, as of the Effective Date (as defined below), the Lease shall be in full force and effect, as amended by this First Amendment.

3. This First Amendment shall be effective as of the date it is fully executed by the Parties (“Effective Date”), and the first Additional Extension Term (as defined below) of the Lease shall commence retroactively on October 1, 2022.

4. Article 17 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

17. RENEWALS

The Parties agree that following the initial term, as described in Section 1 of this Lease, the term of the Lease was extended by the Parties for one (1) five (5)-year period upon the same terms and conditions set forth in the Lease ("Renewal Term"). Following the Renewal Term, the Lease shall automatically renew for five (5) one (1)-year periods (each, an "Additional Extension Term"), upon the same terms and conditions set forth in the Lease. Landlord shall have the right to terminate the Lease by providing Tenant with written notice no less than one hundred and twenty (120) days prior to the expiration of the then-current Additional Extension Term.

5. Article 22 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

22. NOTICES:

For a notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To Tenant:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
E-mail Address: lmahoney@broward.org

To Landlord:

City of Margate
Attention: City Manager
5790 Margate Boulevard
Margate, Florida 33063
E-mail Address: citymanager@margatefl.com

6. This First Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in this First Amendment shall be binding on the Parties.

7. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

8. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

9. Except as modified in the First Amendment, all terms and conditions of the Lease shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Lease, the Parties agree that this First Amendment shall control.

10. The Lease as amended by this First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Lease and this First Amendment.

11. The Parties represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represents and warrants that execution of this First Amendment is within each Party's legal powers, and each individual executing this First Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2023 (Board Agenda Item #__), and CITY OF MARGATE, signing by and through its Mayor and City Manager duly authorized to execute same.

COUNTY

<p>ATTEST:</p> <p>_____</p> <p>Broward County Administrator, as ex officio Clerk of the Broward County Board of Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By: _____</p> <p style="padding-left: 100px;">Mayor</p> <p>____ day of _____, 20__</p> <p>Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600</p> <p>By: _____</p> <p style="padding-left: 100px;">Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____</p> <p style="padding-left: 100px;">Annika E. Ashton (Date) Deputy County Attorney</p>
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LANDLORD

<p>ATTEST:</p> <p>By: _____ CITY CLERK (SEAL)</p>	<p>CITY OF MARGATE</p> <p>By: _____ Mayor ____ day of _____, 20__</p> <p>By: _____ City Manager ____ day of _____, 20__</p> <p>I HEREBY CERTIFY that I have approved this Lease as to form and legal sufficiency subject to execution by the parties:</p> <p>By: _____ City Attorney</p>
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ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, City Manager of City of Margate, Florida, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped