

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made effective this ____ day of October, 2018, by and among the **Water's Edge Commercial Group, LLC**, a Florida limited liability company ("Lessor"), having its principal place of business at 331 Cleveland Street, #2502, Clearwater, Florida 33755, and **City of Clearwater Community Redevelopment Agency**, a redevelopment agency established pursuant to law ("Lessee," and together with the Lessor, the "parties"), having its principal place of business at 112 South Osceola Avenue, Clearwater, Florida 33756.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease agreement (the "Lease") dated June 1, 2018, whereby Lessor did lease to Lessee all of the premises addressed at 331 Cleveland Street No. C (a/k/a commercial space A), Clearwater, Florida 33755, all as more particularly described in Exhibit "A" attached to said Lease; and

WHEREAS, the lease term (the "Lease Term") as set forth in the Lease commenced on the June 1, 2017 and continued until November 30, 2017, with an option to renew the Lease for two additional six-month terms; and,

WHEREAS, the parties did, in fact, renew the Lease for two additional six-month terms such that the Lease Term continued until November 30, 2018; and,

WHEREAS, the parties now mutually agree to amend said Lease solely with respect to the Lease Term and as otherwise provided below, and in no other manner whatsoever;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Term. The Lease is hereby amended, extending the Lease Term until January 31, 2020, so long as Lessee is not in default of any other terms and provisions of the Lease.

2. Lessor Recognition of Potential Artwork Display. Lessor recognizes that between January 1, 2019 and June 30, 2019 The Dali Museum may display certain artwork at the leased premises and hereby acquiesces to the use of the leased premises for this purpose during this time.

3. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

4. Headings. The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

5. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed on the day and year first written above.

AS TO LESSOR:

WATER'S EDGE COMMERCIAL GROUP,
LLC

By: _____

Name: _____

Title: _____

AS TO LESSEE:

CITY OF CLEARWATER COMMUNITY
REDEVELOPMENT AGENCY ("CRA")

Countersigned:

George N. Cretekos, CRA Chairperson

Amanda Thompson, CRA Director

Approved as to form:

Attest:

Michael Fuino, Assistant City Attorney

Rosemarie Call, City Clerk