

FIFTH AMENDMENT TO LEASE OF REAL PROPERTY
BETWEEN
CITY OF HOLLYWOOD
AND
BROWARD COUNTY

This Fifth Amendment to the Lease of Real Property ("Fifth Amendment") between the City of Hollywood, Florida, a Florida municipal corporation, whose address is 2600 Hollywood Boulevard, Florida 33020-4807 ("Landlord"), and Broward County, Florida, a political subdivision of the state of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("Tenant"), is entered into and effective as of the date this Fifth Amendment is fully executed by the Parties. Landlord and Tenant are collectively referred to as the "Parties."

RECITALS

A. Landlord and Tenant entered into a Lease of Real Property on August 17, 1993 ("Lease"), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, approximately 2500 square feet of space in the South Beach Community Center located at 1301 S. Ocean Drive, Hollywood, Florida 33019 (the "Premises"), for use as a library type reading room and associated purposes.

B. On July 7, 1998, Landlord and Tenant entered into an Amendment to the Lease ("First Amendment"), which extended the term of the Lease through June 30, 2003, and amended Paragraph 23 of the Lease.

C. On June 10, 2003, Landlord and Tenant entered into a Second Amendment to the Lease ("Second Amendment"), which extended the term of the Lease through June 30, 2008.

D. On June 10, 2008, Landlord and Tenant entered into a Third Amendment to the Lease ("Third Amendment"), which extended the term of the Lease through June 30, 2013.

E. On April 9, 2013, Landlord and Tenant entered into a Fourth Amendment to the Lease ("Fourth Amendment"), which extended the term of the Lease through June 30, 2018.

F. The Parties desire to amend the Lease in order to extend the Lease's term, provide for annual renewals of such term, and give the Parties a mutual right to terminate the Lease.

FIFTH AMENDMENT

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 agree as follows:

1. Unless otherwise defined in this Fifth Amendment, the capitalized terms in this Fifth Amendment have the respective meanings ascribed to them in the Lease, as previously amended, and the definitions of those terms in the Lease are incorporated by reference into this Fifth Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Lease, as previously amended, and any provision of this Fifth Amendment, the provisions of this Fifth Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. The term of the Lease, which currently runs through June 30, 2018, shall be extended for a one (1) year period from July 1, 2018 through June 30, 2019.

4. Paragraph 15 of the Lease is hereby deleted in its entirety and replaced with the following:

The term of the Lease shall automatically renew on July 1, 2019, and every year thereafter, upon the same terms and conditions of the Lease ("Extended Term"). Before an Extended Term commences, either party may deliver written notice to other party electing to end the term of the Lease upon the expiration of the then-current term ("Notice of Termination"). The Notice of Termination shall be delivered at least one hundred eighty (180) calendar days before the expiration of the then-current term.

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

6. Except as expressly modified herein, all terms and conditions contained in the Lease, as previously amended, shall remain unchanged and in full force and effect.

7. The Lease, as previously modified and as modified by this Fifth 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 hereof that are not contained in the Lease as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Multiple originals of this Fifth Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

8. This Fifth Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9. Each individual executing this Fifth Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Fifth Amendment on behalf of such Party and does so with full legal authority.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment to Lease of Real Property: CITY OF HOLLYWOOD, signing by and through its Mayor, authorized to execute same by City Commission action on the ____ day of _____, 20____, and 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 _____, 20____.

LANDLORD

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

City Clerk

By: _____
Mayor

_____ day of _____, 20____

APPROVED AS TO LEGAL FORM:

, City Attorney

_____ day of _____, 20____

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TENANT

ATTEST:

BROWARD COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor or Vice-Mayor

_____ day of _____, 20____

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
Telecopier: (954) 357-7641

By _____
Irma Qureshi
Assistant County Attorney

By _____
Annika E. Ashton
Senior Assistant County Attorney

IQ/mdw
03/20/2018
Hollywood Beach Library Fifth Amendment
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