

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-130**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE HEART OF THE KEYS RECREATION ASSOCIATION, INC. AND THE CITY OF MARATHON REGARDING THE LEASE OF CITY FACILITIES LOCATED AT 810 33rd STREET, MARATHON, FLORIDA

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement, dated as of September 28, 2004, (the "Lease") pursuant to which the Landlord leased the recreation center and premises described therein to the Tenant; and

WHEREAS, the Lease terminates on September 30, 2009, but the Tenant wishes to exercise the two one-year extension options in the Lease so as to extend the term of the Lease; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease upon the terms and conditions hereinafter set forth so as to reflect the new term thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The First Amendment to the Lease Agreement between the Lessee and the City, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager or his designee and approved as to form and legality by the City Attorney, is approved.

Section 2. The City Manager or his designee is authorized to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 8th day of September, 2009.

THE CITY OF MARATHON, FLORIDA



Mayor Mike Cinque

AYES: Ramsay, Snead, Vasil, Worthington, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

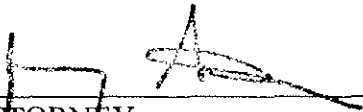
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY
OF MARATHON, FLORIDA ONLY:



CITY ATTORNEY

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "First Amendment") is made as of this ____ day of September, 2009 by and between the City of Marathon, a Florida Municipal Corporation (the "Landlord") and Heart of the Keys Recreation Association, Inc., a Florida non-profit corporation (the "Tenant").

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement, dated as of September 28, 2004, (the "Lease") pursuant to which the Landlord leased the recreation center and premises described therein to the Tenant; and

WHEREAS, the Lease terminates on September 30, 2009, but the Tenant wishes to exercise the two one-year extension options in the Lease so as to extend the term of the Lease; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease upon the terms and conditions hereinafter set forth so as to reflect the new term thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant covenant and agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Lease.
2. Section 1.2 of the Lease is hereby amended to read as follows:
 - 1.2 The term (the "Term") of this Lease shall commence on October 1, 2004 (the "Commencement Date") and expire on September 30, 2011 (the "Expiration Date") (or on such earlier date as the Lease may otherwise expire or terminate in accordance with its terms). The Term shall hereinafter be referred to as the "Term".
3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.
4. The foregoing terms and conditions are hereby incorporated into the Lease. Except as modified herein, the Lease remains in full force and effect. In the event of any conflict or ambiguity between the Lease and this First Amendment, this First Amendment shall control.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

HEART OF THE KEYS RECREATION ASSOCIATION, INC.

By: *Andrew Kane*
Name: _____
Title: _____

THE CITY OF MARATHON, a Florida Municipal Corporation

By: *Clyde Burnett*
Clyde Burnett, City Manager

ATTEST:

Diane Clavier
Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

BY: *[Signature]*
CITY ATTORNEY