

**AMENDMENT TO REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING**

THIS AGREEMENT made and entered this ____ day of _____, 2018, by and between **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida nonprofit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and **FOUNDATION** entered into a Revocable License for Land Use Agreement dated April 6, 2006 ("License Agreement") to allow for operation of a public youth sailing program within a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, that agreement has been amended by extensions dated March 31st, 2011 and August 5, 2013, and

WHEREAS, the **FOUNDATION** has requested the **CITY** extend the renewal term of the License for a period of five (5) years commencing August 1, 2018.

THEREFORE, the **CITY** and **FOUNDATION** agree to amend the License Agreements, as follows:

1. This license renewal shall be for a five year term and commence on August 1, 2018 and terminate on July 31, 2023.

2. **DESCRIPTION OF PREMISES**

Section 1 of the Revocable License Agreement, Description of Premises is expanded to include Pavilion # 2 of Jaycee Park, and a five (5) foot perimeter immediately around and adjacent to said Pavilion.

3. **CONDITIONS ON USE**

This revocable license agreement shall extend only to the referenced Pavilion and the five (5) foot perimeter and shall not extend to construction and/or installation of any additional structures or utilities. All construction shall be in accordance with all required permits, codes, ordinances, and statutes.

4. **TERMINATION**

The final sentence of Section 9 of the Revocable License Agreement, Termination is amended to read as follows: "The **CITY** may only terminate without cause upon one hundred twenty (120) days written notice."

With the exception of these additions and amendments all other terms and conditions, specially including, but not limited to insurance, shall remain the same, except as previously amended.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above first written.

ATTEST:

CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

**APPROVED AS TO FORM
AND CORRECTNESS**

Ben Bryan, City Attorney

**TREASURE COAST YOUTH SAILING
FOUNDATION, INC.**

By: _____

Witness; Signature

Witness; Print Name

Witness; Signature

Witness; Signature