

EXHIBIT "A"

AMENDMENT NO. 2 TO THE USE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND SEMINOLE PROPERTIES II, INC.

This Amendment No. 2 to the Use Agreement between the City of Coconut Creek and Seminole Properties II, Inc. for the Use of Tract E of the Commerce Center of Coconut Creek Property dated December 14, 2017 ("Agreement") and Amendment No. 1 to the Use Agreement between the City of Coconut Creek and Seminole Properties II, Inc. for the Use of Tract E of the Commerce Center of Coconut Creek Property dated December 13, 2018 ("Amendment No. 1"), is made this ____ day of December, 2019 by and between the City of Coconut Creek, Florida, (the "City"), and Seminole Properties II, Inc. ("Seminole") both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement and Amendment No. 1 to the Agreement to renew the Agreement for the final one (1) year term as was contemplated in Paragraph 2., "Term" of the Agreement and to provide for the City's use of the Property for the Annual Butterfly Festival on Saturday, February 29, 2020 by amending Paragraph 3., "Use and Purposes".

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Paragraph 2 of the Use Agreement as follows:
 2. Term: The term of this Agreement shall be for one year commencing on the date this Agreement Amendment No. 2 is signed by the City ("Effective Date") and ending one (1) year thereafter ("Termination Date"). ~~Seminole may renew this Agreement for (1) successive one (1) year terms after the initial term on the same terms and conditions as set forth hereinafter unless sooner terminated by the City in accordance with the terms of this Agreement. Seminole shall give the City notice of its enter renew this Agreement for any such successive term no less~~

~~than ninety (90) days prior to the Termination Date or any extension thereof. In the event Seminole has not notified the City of its intent to renew, this renewal option shall lapse and be of no further force and effect.~~

3. The parties desire to amend Paragraph 3. A. of the Agreement as follows:

3. Use and Purposes:

A. The City agrees to allow Seminole to use the Property for temporary overflow parking ("Spring Parking") without notice to the City during weekends from December 31 through April 30 except for on Saturday February 29, 2020 when the City shall utilize the Property for temporary overflow parking for its Butterfly Festival event. The term weekends as used herein shall mean from 12:00 pm noon on Fridays until 5:00 am on Mondays; provided however that if Monday is a Federal holiday, then the weekend shall continue until 11:00 pm on any such holiday Monday.

4. All other terms and conditions of the Agreement and Amendment No. 1 not in conflict with this Amendment No. 2 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 the day and year first above written.

SEMINOLE PROPERTIES II, INC.

By: _____
Marcellus W. Osceola, Jr., President

ATTEST: _____

Date: _____

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

ATTEST:

Approved as to Legal Sufficiency
and Form:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney