

80-343054

AMENDMENT TO GROUND LEASE

THIS Amendment to Ground Lease is made and entered into this 15 day of August, 1980, by and between WILLIAM A. JOHNSON and ARLISS J. HILL, here designated and hereinafter referred to in the singular as "Lessor", party of the first part, and _____, hereinafter called "Lessee", party of the second part. This Amendment to Ground Lease is made for the benefit of the parties, their heirs, personal representatives, successors and assigns; and for convenience, reference is made to the Lessee in the singular number and neuter gender.

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property more fully hereinafter described, and

WHEREAS, Lessee has heretofore, through its agent, RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, entered into a Ground Lease covering the property described in Exhibit "A", attached hereto and by reference made a part hereof, which Lease is dated January 5, 1970 and is recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, and

WHEREAS, said Lease continues in full force and effect and is in good standing, and

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of said Lease as is more fully hereinafter set forth, and in doing so, agree to ratify and confirm said Lease as being a valid, existing and binding instrument between all parties hereto,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by the Lessee, it is agreed by and between the Lessor and Lessee as follows:

1. The parties hereto acknowledge the validity and enforceability of the Ground Lease heretofore entered into by and between the Lessor and RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as Lessee, which Ground Lease is recorded in Official Records Book 4109, at Pages 912 through 931 of the Public Records of Broward County, Florida, and which Lease covers the property described in Exhibit "A" attached hereto.

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The parties acknowledge that said Lease is in full force and effect; that the rents thereunder are current; that the Lessee has no defenses, claims or set-offs against the Lessor under said Lease by reason of the terms and conditions thereof, or by reason of any laws or decisions of the State of Florida now in force and effect; that all claims, demands and causes of action which the parties have or may have had against the other under any court decisions or laws of the State of Florida, are hereby extinguished, merged, terminated, waived and satisfied; that the Lessee and Lessor are each represented by legal counsel, have been fully advised of the terms and conditions and the force and effect of this Amendment, and recognizing, understanding and comprehending the same, both parties nevertheless have freely, voluntarily and willingly, without force, coercion or duress, whether through peer pressure, economic pressure or otherwise, entered into and executed this Amendment.

2. The terms and conditions of the Ground Lease recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, as hereinabove identified, shall remain in full force and effect except as herein modified. The modifications, alterations and amendments are as follows:

A. Article I, entitled "Term", is hereby deleted in its entirety and there is substituted in its place and stead, the following:

ARTICLE I.

TERM:

This Lease shall begin at twelve o'clock noon on January 5, 1970 and shall terminate on July 1, 2030.

B. Article III, entitled "Rent", is hereby deleted in its entirety and there is substituted in its place and stead, the following:

ARTICLE III.

RENT:

The Lessee shall pay to the Lessor an annual rental of Seven Hundred and Twenty Dollars (\$720.00), payable in four (4) equal quarterly installments of One Hundred and Eighty Dollars (\$180.00) on January 1st, April 1st, July 1st and October 1st of each year during the term hereof. Each quarterly installment shall be paid in advance.

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This rent shall be constant rent during each quarter and during each year of the Lease and shall not be subject to adjustments by the Consumer's Price Index or any other index. Rent during the entire term of this Lease shall be a constant Sixty Dollars (\$60.00) per month or One Hundred and Eighty Dollars (\$180.00) per quarter, and Seven Hundred and Twenty Dollars (\$720.00) per year.

C. There shall be a new Article, Article III-A, entitled "Delivery of Title", which shall include Article III "Rent" in the Lease. Article III-A shall read as follows:

ARTICLE III-A.

DELIVERY OF TITLE:

On June 1, 2030, or sooner should the Lessor and all Lessees agree, Lessor shall convey fee simple title to the property described in Exhibit "A" to RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. and shall simultaneously therewith execute an instrument acknowledging termination of this Lease. Delivery of the fee simple title by Lessor to the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. shall be without any additional consideration other than that which has been paid pursuant to the terms and conditions of this Lease and all other Leases covering the property described in Exhibit "A". The RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. shall pay all expenses attendant to such conveyance, including abstracting, title insurance, if any, stamps on the deed, recording costs, costs of preparation of the instrument of conveyance and all other expenses of every kind, type and description incident thereto, saving and excepting only the Lessor's attorney's fees which shall be paid for by the Lessor.

D. Article XXX, entitled "Notices", is hereby amended by deleting the address of the Lessor at 2816 Northeast 27th Street, Fort Lauderdale, Florida, and substituting in the place and stead thereof, Apartment 702, 1009 North Ocean Boulevard, Pompano Beach, Florida 33062 and 11616 West North Avenue, Wauwatosa, Wisconsin 53226.

E. There shall be a new Article XXXIII to the Lease which shall be entitled, "Miscellaneous". Said Article shall read as follows:

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ARTICLE XXXIII.

MISCELLANEOUS:

1. The Lease executed on the 5th day of January, 1970 and recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, which this Amendment alters, changes and amends, was drawn and entered into by and between WILLIAM A. JOHNSON and ARLISS J. HILL, Lessors and RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as Lessee. The Lessee and Lessor acknowledge that RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as Lessee, entered the Lease as the agent for all owners of condominium units in the RIVERVIEW SOUTH CONDOMINIUM and that said Lessee thereafter acted as agent for all subsequent condominium unit owners in RIVERVIEW SOUTH CONDOMINIUM. The "real party in interest Lessee", "the individual Lessee", "the purchasing Lessee", or words of similar import as used in the Lease, refer to the individual unit owner or individual apartment owner in the RIVERVIEW SOUTH CONDOMINIUM. RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. is not executing this Amendment. Each condominium unit owner as the "real party in interest" will execute it. There will, therefore, be twenty-nine (29) individual amendments to the original Lease, each amendment being identical, but each amendment being executed by a different condominium unit owner in the RIVERVIEW SOUTH CONDOMINIUM. Notwithstanding the fact that each condominium unit owner is executing a separate amendment to the Lease, each condominium unit owner shall designate the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. as its agent to perform under the terms and conditions of said Lease, in those areas where the Lease requires a unity of performance. Each condominium owner agrees that it will pay its individual rent to the condominium association and will direct the condominium association to collect all said rents at no expense to the Lessor and to quarterly deliver to the Lessor the rents collected, with an accounting stating who has and who has not paid the rent. The RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC., as the Lessee's agent, shall aid the Lessor in every manner and way possible to help collect the rent for the Lessor. However, it shall not be the obligation of the RIVERVIEW SOUTH CONDOMINIUM ASSOCIATION, INC. to bring action against any Lessee who shall fail to pay rent as is provided in this Amendment. It shall be the Lessor's obligation to pursue such remedies as provided for in the Lease against each individual delinquent Lessee. Any and all expenses incurred by the Lessor

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in collecting rents or in enforcing the terms and conditions of the Lease shall be borne and paid for in full by the delinquent or defaulting Lessee, including all Court costs, attorney fees, appellate costs, deposition costs, etc.

2. This Lease Amendment shall be effective as of July 1, 1980 and rental beginning July 1, 1980 shall be at the rate of Sixty Dollars (\$60.00) per month, One Hundred Eighty Dollars (\$180.00) per quarter and Seven Hundred Twenty Dollars (\$720.00) per year, notwithstanding the fact that this Amendment has been entered into after July 1, 1980.

In all other respects, the Lease as executed on the 5th day of January, 1970 and recorded in Official Records Book 4109 at Pages 912 through 931 of the Public Records of Broward County, Florida, is hereby ratified and confirmed and remains in full force and effect.

WITNESSES:

[Signature]
[Signature]
as to William A. Johnson

[Signature] (SEAL)
William A. Johnson
Lessor

WITNESSES:

[Signature]
[Signature]
as to Arliss J. Hill

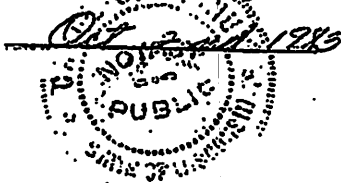
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Arliss J. Hill
Lessor

STATE OF Wisconsin
COUNTY OF Menominee

BEFORE ME, the undersigned authority, personally appeared WILLIAM A. JOHNSON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein specified.

WITNESS my hand and official seal, at Menominee, Wisconsin, this 30th day of September, 1980.

My Commission Expires:



[Signature]
Notary Public
Carol J. Hennum