

**AMENDMENT NO. 2 TO THE PARKING LICENSE AGREEMENT
WITH 169 NE 2ND, LLC d/b/a MAX'S HARVEST DATED OCTOBER 1, 2014**

THIS AMENDMENT NO. 2 to the Agreement dated October 1, 2014, is made this ____ day of _____, 2017, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the City) and **169 NE 2ND, LLC d/b/a MAX'S HARVEST**, a Florida limited liability company ("Licensee").

W I T N E S S E T H:

WHEREAS, the parties entered into a Parking License Agreement to provide for the use of three (3) public parking spaces located on the east side of NE 2nd Avenue in front of 169 NE 2nd Avenue for valet parking queues; and

WHEREAS, the parties have agreed to extend the term of this Agreement for one (1) year, starting October 1, 2017 and ending September 30, 2018.

NOW, THEREFORE, the parties agree as follows:

1. The recitations set forth above are incorporated herein.
2. That Paragraph 10, "**Term and Renewal**" shall hereby be amended as follows:

10. **Term and Renewal**. The term of this Agreement shall ~~be for~~ ~~three (3) years~~ end September 30, 2018. If the **LICENSEE** has an account in arrears and/or is unable to provide proof of valid parking lot lease(s) and/or insurance, the license may be suspended until required payment and/or documentation is received.

3. This Amendment together with the original Agreement and any written amendments hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Amendment.

4. Except as expressly modified in writing herein or as modified by subsequent written amendments, all other terms and conditions of the original Agreement and any amendments thereto survive this Amendment and are deemed to be incorporated herein and are binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Parking License Agreement on the day and year first hereinabove written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to legal form
and sufficiency:

City Attorney

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WITNESSES:

169 NE 2ND, LLC d/b/a MAX'S HARVEST

By: _____

(please type or print name)

(please type or print name)

Title: _____

(Name printed or typed)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as manager of _____, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company. Given under my hand and seal this _____ day of _____, 2017.

Signature of Notary Public-State of Florida