

**FIRST AMENDMENT TO
USE AGREEMENT
BETWEEN
THE CITY OF NAPLES,
FLORIDA
AND
THE NAPLES PLAYERS, INC.**

This First Amendment (the "Amendment") is entered into this 19th day of December, 2013 and modifies the Use Agreement, dated November 30, 1994, by and between the **City of Naples**, whose address is 735 Eighth Street South, Naples, Florida 34102, hereinafter referred to as "City",

AND

The Naples Players, Inc., a Florida non-profit-corporation, whose address is 701 5th Avenue South, Naples, Florida 34102, hereinafter referred to as "The Players".

WITNESSETH:

WHEREAS, the City and The Players entered into an agreement, dated November 30, 1994, (the "Use Agreement") for The Players to provide certain theater services related to a community theatre now known as Sugden Community Theatre ("Theatre"); and

WHEREAS, pursuant to the Use Agreement, the 7th Street South right-of-way between 5th Avenue South and 4th Avenue South ("ROW") was converted to Sugden Plaza and the Theatre was situated on a portion of the ROW and a portion is located on an adjacent City owned property; and

WHEREAS, consistent with the Use Agreement the City has developed and constructed a plaza, which is now known as Sugden Plaza, on that portion of right-of-way South of the Theatre which in conjunction with the further development of Sugden Plaza formally vacated the ROW on December 4, 2013 by City Council approval; and

WHEREAS, the Premises, as described in the Use Agreement, does not reflect the premises as built; and

WHEREAS, the City and The Players desire to amend the Use Agreement to recognize the right of way vacation, and correct the description of the Premises.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and The Players agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this Amendment by this reference.

2. Section 1, entitled "Premises" is amended and revised to provide that the real property generally located on the vacated right of way on 7th Street South, lying between 4th Avenue South and 5th Avenue South, said area generally encompassing a 23,951 square foot area, as specified in the Sketch and Legal Description, attached hereto as Exhibit "1" and made a part hereof and referred to as the "Premises".

3. Except as otherwise modified by this Amendment, all terms and conditions of the Use Agreement shall remain in full force and effect.

4. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as shall reasonably be requested of them in order to carry out this Amendment.

5. This Amendment may be executed in two (2) counterparts, each of which may be deemed to be an original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Amendment. Facsimile copies shall be deemed originals.

6. If any provision of this Amendment is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Amendment, and the balance of the Amendment will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Amendment.

7. The parties hereby agree that Use Agreement, as amended by this Amendment, remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Use Agreement, the terms of this Amendment shall supersede and control to the extent of such inconsistency.

FIRST AMENDMENT TO USE AGREEMENT BETWEEN THE CITY OF NAPLES, FLORIDA AND THE NAPLES PLAYERS, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: The City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Council, and The Naples Players, Inc. signing by and through its President, attested to and duly authorized to execute same.

CITY

CITY OF NAPLES, FLORIDA

Attest:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

This 19 day of December, 2013.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY ONLY:

Alan L. Gabriel
Alan L. Gabriel, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

FIRST AMENDMENT TO USE AGREEMENT BETWEEN THE CITY OF NAPLES,
FLORIDA AND THE NAPLES PLAYERS, INC.

THE PLAYERS

Witnesses:

THE NAPLES PLAYERS, INC.,
a Florida not-for-profit-corporation

By: [Signature]
Print Name: J.T. RIDENOUR

By: [Signature]

By: [Signature]
Print Name: TERRI CAPLE

Title: PRESIDENT

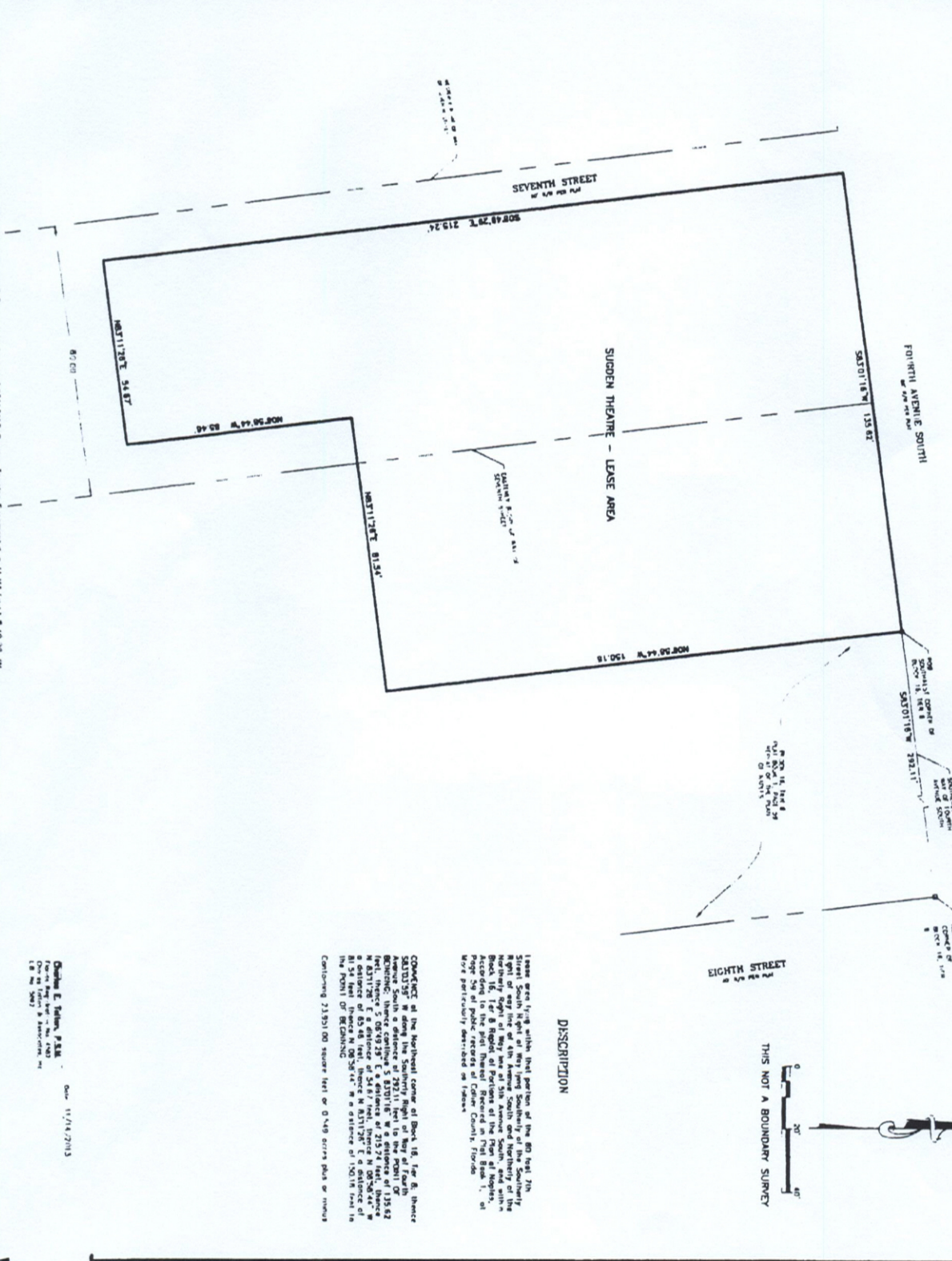
This 15 day of November, 2013.

EXHIBIT "1"

Said area generally encompassing a Sketch and Legal Description of the 23,951 square foot area, as referred to as the "Premises".

EXHIBIT 1

SKETCH & DESCRIPTION OF THE SUGDEN THEATRE - LEASE AREA
 WITHIN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST
 COLLIER COUNTY, FLORIDA



DESCRIPTION

There were being with that portion of the 80 feet, 7th Street South right of way along the southerly side of the Sugden Theatre building. The southerly boundary of the Sugden Theatre building is 135.82 feet, hence S 08°58'50.44" W a distance of 215.24 feet, hence N 81°17'30" E a distance of 83.48 feet, hence N 10°18'11.64" W a distance of 150.18 feet, hence N 08°58'50.44" W a distance of 150.18 feet to the POINT OF BEGINNING.

CONNECT at the Northeast corner of Block 18, Lot 8, hence S 81°17'30" E along the southerly right of way of the 80 feet, 7th Street South, hence S 08°58'50.44" W a distance of 135.82 feet, hence S 08°58'50.44" W a distance of 215.24 feet, hence N 81°17'30" E a distance of 83.48 feet, hence N 10°18'11.64" W a distance of 150.18 feet, hence N 08°58'50.44" W a distance of 150.18 feet to the POINT OF BEGINNING.

Charles E. Tolton, P.E., S.M.
 Surveyor
 11/13/2013

<p>SCALE: 1" = 20'</p> <p>DATE: 11/13/2013</p> <p>DWN. BY: T.A.H.</p> <p>CHK. BY: C.E.T.</p> <p>FIELD BY: T.S. & T.Q.</p> <p>F.B. - PG -</p> <p>JOB NO.: CTA13017</p>	<p>CHARLES TOLTON & ASSOCIATES, INC.</p> <p>ENGINEERING LAND SURVEYING</p> <p>2887 TAMiami TRAIL EAST, SUITE 5</p> <p>NAPLES, FLORIDA 34112</p> <p>(239)793-8633 FAX (239)793-3906</p> <p>EMAIL: C.Tolton@ctasurveying.com</p>	<p>REVISIONS</p> <p>DATE: DWN.: CHK.:</p>	<p>SUGDEN THEATRE</p> <p>LEASE AREA</p>
		<p>SHEET: 1 OF 1</p>	<p>THIS NOT A BOUNDARY SURVEY</p>

Description

Lease area lying within that portion of the 80 foot 7th Street South Right of Way lying Southerly of the Southerly Right of Way line of 4th Avenue South and Northerly of the Northerly Right of Way line of 5th Avenue South, and within Block 16, Tier 8 Replat of Portions of the Plan of Naples, According to the Plat Thereof Recorded in Plat Book 1, at Page 59 of public records of Collier County, Florida.

More particularly described as follows:

COMMENCE at the Northeast corner of Block 16, Tier 8; thence S 83°03'59" W along the Southerly Right of Way of Fourth Avenue South a distance of 292.11 feet to the POINT OF BEGINNING; thence continue S 83°01'16" W a distance of 135.62 feet; thence S 06°49'29" E a distance of 215.24 feet; thence N 83°11'26" E a distance of 54.67 feet; thence N 06°58'44" W a distance of 65.46 feet; thence N 83°11'26" E a distance of 81.54 feet; thence N 06°58'44" W a distance of 150.18 feet to POINT OF BEGINNING.

Containing 23,951.00 square feet or 0.549 acres plus or minus.