

DOCUMENT ROUTING FORM

② ✓ 2/6/14 (L)

NAME OF DOCUMENT: AMENDMENT/ GROUND LEASE / CIMARRON BAY INVESTMENTS
[TEMPORARY FIRE STATION #54]

Approved Comm. Mtg. on January 22, 2014 CAR#14-0138

ITEM: M - 4 PH - O - R -

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: [Signature]
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 1/29/14
Finance Director

Amount Required by Contract/Agreement \$ 22,958.00 Dept./Div. _____

FUNDING SOURCE: Index/Sub-object P11892.336 6599 Project # P11892.336

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Cynthia Everett _____ Cole Copertino _____ Robert B. Dunckel XX

Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____

Carrie Sarver _____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: ****RETURN ALL ORIGINALS TO BOB DUNCKEL; FORWARD TO BROWARD COUNTY****

Copy of document to _____ Original Route form to _____
 Attach _____ certified copies of Reso. # _____ Fill-in date

FILED
CITY CLERK'S OFFICE
2014 JAN 29 PM 4:43
CITY MANAGER
2014 JAN 31 PM 4:38

2/6
xll

FIRST AMENDMENT
TO
GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE is made and entered into as of the 22nd day of January, 2014, by and between:

CIMARRON BAY INVESTMENTS IV, LLC, a Florida limited liability company, whose principal address is 701 Tennessee River Drive, Muscle Shoals, AL 35661 (“Landlord”)

And

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (“Tenant”)

RECITALS

Tenant has experienced certain scheduling challenges relative to the transaction involving the New Fire Station 54 site, permitting and construction of the Temporary Fire Station 54 site on the Leased Premises and is in need of an extension of the term of the Lease.

Landlord is agreeable to an extension of the term of the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations the sufficiency and adequacy of which is hereby acknowledged Landlord and Tenant agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby ratified, confirmed and incorporated herein.

2. **Amendment to Term.** Article II, TERM, Section 2.1 is hereby amended to read as follows:

2.1 Term. The “Term” hereof shall be for a period of ~~not more than eighteen (18) months~~, commencing June 1, 2013 (the “Commencement Date” and ending at (i) midnight Eastern Standard Time December 31, 2015 ~~eighteen (18) months thereafter~~ or (ii) upon Tenant establishing operational capabilities at a New Fire Station 54 site identified as PARCEL FIVE in that certain Land Swap and Lease-Back Agreement between Tenant and P.D.K.N., P-4, LLC, whichever (i) or (ii) should first occur, unless sooner terminated as hereinafter provided.

3. The Effective Date of this First Amendment shall be January 22, 2014.

4. In the event and to the extent of conflict between the terms and conditions of this First Amendment and the terms and conditions of the underlying Ground Lease, the terms and conditions of this First Amendment shall supersede and prevail over and to the extent of any conflict with the terms and conditions of the underlying Ground Lease.

5. In all other respects and subject to the terms hereof, Landlord and Tenant ratify and confirm the underlying Ground Lease as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Ground Lease to be executed in their respective names by their duly authorized officers on the day and year set forth below each party's execution.

WITNESSES:


Signature of Witness

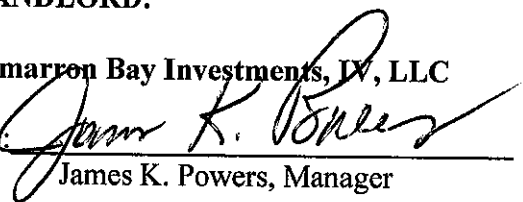
MICHELE COTTER
Printed Name of Witness


Signature of Witness

Michael Diaz
Printed Name of Witness

LANDLORD:

Cimarron Bay Investments, IV, LLC

By: 
James K. Powers, Manager

Dated: 1-13-14

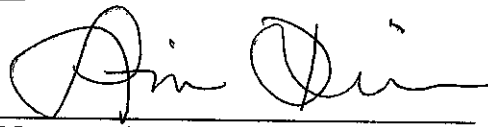
STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13th day of January, 2014 by JAMES K. POWERS, Sole Manager of Cimarron Bay Investments, IV, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification and did not take an oath.

(SEAL)



LINDA DEICHMAN
MY COMMISSION # EE 088969
EXPIRES: May 8, 2015
Bonded Thru Budget Notary Services



Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

Safeen Ali
Signature of Witness

Safeen Ali
Printed Name of Witness

Miranda Slott
Signature of Witness

MIRANDA SLOTT
Printed Name of Witness

(CORPORATE SEAL)

TENANT:

City of Fort Lauderdale

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

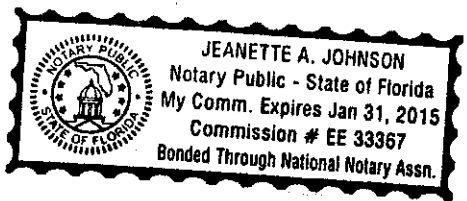
APPROVED AS TO FORM:

[Signature]
Robert B. Dunckel, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 4th day of February, 2014, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

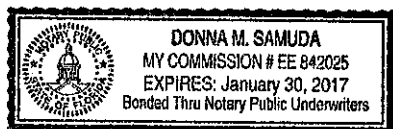
My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 3rd day of February, 2014, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA H. SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
January 30, 2017
EE 842025
Commission Number