

③ 9/8/14 ORIGINAL DOCUMENT Routing

**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: Consent Motion to Approve – Amendment of Lease Agreement with Tower 101 Associates, LLC for City Hall Parking Garage Off-Street Parking and Lease of Parking Permits

Approved Comm. Mtg. on May 6, 2014 CAM# 14-0490

ITEM:  CM - 11  PH -  O -  CR -  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 5-7-14

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: 8/28/14  
Finance Director

Amount Required by Contract/Agreement \$ \_\_\_\_\_ Dept./Div. \_\_\_\_\_

FUNDING SOURCE: Index/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_  
There is a positive fiscal impact of \$2,500 per month

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

Cynthia Everett \_\_\_\_\_ Cole Copertino X Robert B. Dunckel \_\_\_\_\_  
Ginger Wald \_\_\_\_\_ D'Wayne Spence \_\_\_\_\_ Paul G. Bangel \_\_\_\_\_  
\_\_\_\_\_ 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: retains original document and forwards 2 original documents to Denise DiPalo/TAM  
 Copy of document to Carla Foster, CAO  Original Route form to Carla Foster, CAO  
 Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date

CITY MANAGER  
2014 SEP -2 PM 12:49  
CITY ATTORNEY'S OFFICE  
2014 AUG 29 PM 12:49

9/5

**SECOND AMENDMENT TO OFF STREET PARKING AGREEMENT  
AND LEASE OF PARKING PERMITS**

This Second Amendment to Off Street Parking Agreement and Lease of Parking Permits (this "Second Amendment"), is entered into on this 6<sup>th</sup> day of May, 2014, between:

**CITY OF FORT LAUDERDALE**, a municipal corporation  
of the State of Florida, hereinafter referred to as "*City*"

and

**TOWER 101 ASSOCIATES, LLC**, a Delaware limited liability  
Company, hereinafter referred to as "*Owner*"

Owner owns certain land in the City of Fort Lauderdale upon which a building is located, which land is referred to as "Parcel One", and is described as follows:

Lot 1, Less the East 20 feet thereof, and all of Lots 3 and 5, in Block E, of the GEORGE M. PHIPPEN'S SUBDIVISION OF LOTS THREE (3) TO SIX (6) OF BLOCK ONE (1) AND LOTS THREE (3) TO TEN (10) INCLUSIVE OF BLOCK FOURTEEN (14) OF THE TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 146, of the Public Records of Miami-Dade County, Florida, said lands situate lying and being in Broward County, Florida.

**RECITALS**

WHEREAS, Owner is the lessee under that certain Off-Street Parking Agreement and Lease of Parking Permits dated August 2, 1991 made by and between the City of Fort Lauderdale and Selzer-Ornst Co., a Wisconsin corporation ("*Selzer*"), and recorded in Official Records Book 28385, at Page 574 of the Public Records of Broward County Florida on June 12, 1998, as assigned by Selzer to Michigan Third Avenue Corp., a Michigan corporation ("*Michigan Third Ave.*"), pursuant to that certain Assignment of Lease dated June 10, 1998, recorded in Official Records Book 30635, at Page 915 of the Public Records of Broward County, Florida, as further assigned by Caproc Third Avenue, LLC, a Michigan limited liability company, successor to Michigan Third Ave. to Owner, pursuant to that certain Assignment of Lease dated June 7, 2012, recorded on September 7, 2012 in Official Records Book 49058, at Page 261 in the Public Records of Broward County, Florida; collectively referred to as the "*Lease*"; and

WHEREAS, Owner desires to lease an additional fifty (50) open air parking spaces in the structure known as the City Hall Parking Garage.

WHEREAS, the City at its meeting on May 6, 2014 deemed it to be in the best interest of the City to amend the Agreement and lease an additional fifty (50) open air spaces to the Owner.

NOW THEREFORE, in consideration of mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are correct and are incorporated into the Second Amendment. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease. In the event of any conflict between the terms and conditions of the Lease and those set forth in this Second Amendment, the terms and conditions of this Second Amendment shall control.

Section 2. The City hereby agrees to lease to Owner an additional fifty (50) open air parking spaces (the "Additional Parking Spaces") at the structure known as the City Hall Parking Garage (the "Garage") for an initial period of five (5) years (the "Initial Term"). As such, Owner shall have the exclusive use to 150 open air parking spaces under the Lease, as amended by this Second Amendment.

Section 3. Owner shall have an option to renew the Initial Term for an additional five (5) years (the "Renewal Term"), as to the Additional Parking Spaces only, upon written notice to the City prior to the expiration of the Initial Term.

Section 3. The Additional Parking Spaces shall mean fifty (50) unnumbered and undesignated spaces located on the fourth floor (4<sup>th</sup>) of the Garage.

Section 4. During the Initial Term, the Additional Parking Spaces shall be leased at a rate of fifty dollars (\$50.00) per space and shall be made payable monthly to the City. If Owner shall exercise the Renewal Term, the Additional Parking Spaces shall be leased at a market rate reasonably determined by the City, but in no event shall such rate be greater than fifty seven dollars (\$57.00) per space, per month during the Renewal Term.

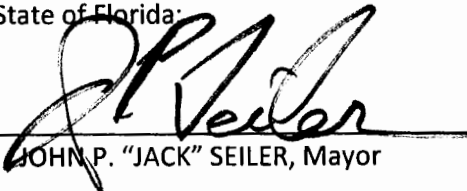
Section 5. The City and Owner each acknowledge and agree that the Lease is in full force and effect and neither the City nor Owner have any claims or offsets against the other party whatsoever. Except as expressly set forth in this Second Amendment, the Lease is ratified and confirmed as written. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



CITY:

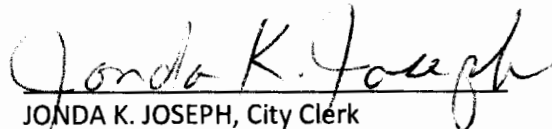
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By   
JOHN P. "JACK" SEILER, Mayor

By   
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

  
JONDA K. JOSEPH, City Clerk

Approved as to form:

  
COLE J. COPERTINO  
Assistant City Attorney