

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:

Michele Cotter
Signature of Witness

MICHELE COTTER
Printed Name of Witness

[Signature]
Signature of Witness

Michael Diaz
Printed Name of Witness

LANDLORD:

Cimarron Bay Investments, IV, LLC

By: James K. Powers
James K. Powers, Manager

Dated: 1-13-14

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 1st 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

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

(CORPORATE SEAL)

TENANT:

City of Fort Lauderdale

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:

Robert B. Dunckel, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 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)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 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)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

USB DISK:rbd office:2013:Real Property:FireStation54:TemporaryLease:01.12.13 First Amendment.docx