

**FIRST AMENDMENT TO AMENDED  
AND RESTATED LEASE AGREEMENT**

[Police Substation]

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

533 NE 13 STREET, LLC, a limited liability company organized under the laws of Florida, whose usual place of business is 505 NE 13 Street, #5, Fort Lauderdale, Florida 33304, referred to as "Lessor",

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, referred to as "the City" or "Lessee".

WHEREAS, Lessor owns certain real property in Broward County, Florida, having a street address of 533 NE 13 Street, Fort Lauderdale; and

WHEREAS, by adoption of Motion at their meeting of September 1, 2015, the City Commission of the City of Fort Lauderdale authorized the proper City officials to enter into a lease agreement with Lessor, and an Amended and Restated Lease Agreement between Lessor and Lessee was executed on September 23, 2015 (the "Lease"); and

WHEREAS, the Lease grants the Lessee two options to extend the term of the Lease; and

WHEREAS, the City desires to exercise its first option to renew the Lease upon terms and conditions as hereinafter set forth.

WHEREAS, by adoption of Motion at their meeting on \_\_\_\_\_, 2020, the City Commission of the City of Fort Lauderdale authorized the proper City officials to exercise the City's first option to extend the Lease and to enter into this First Amendment to Amended and Restated Lease Agreement (the "First Amendment").

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Lease Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.

2. Amendments to Lease. The Lease is amended as follows:

a. Section 3 of the Lease is deleted and replaced with the following:

3. The term of this Lease Agreement shall commence on October 1, 2015 (the "Commencement Date") and shall terminate on September 30, 2025 (the "Current Term"). Provided this lease is in good standing, the Lessor hereby grants the Lessee one option to extend the term of this Lease Agreement for five years for the renewal term. During the renewal period, the increase in annual rent shall be three percent (3%) more than the prior year's annual rent. In order to exercise its option, the Lessee must notify the Lessor in of its intention to exercise the option in writing no later than six months prior to end of the current term.

a. The City is granted the right to terminate the Lease during the final year of the current lease term [i.e., October 1, 2024, through September 30, 2025] in the event a new City Police Department Headquarters is constructed. The City shall exercise its early termination right by providing Lessor with written notice at least ninety (90) days prior to the early termination date. Any early termination date shall fall on the last day of any month during the final year of the current lease term. If the City's early termination date occurs during the first six (6) months of the final year of the current lease term, the City shall pay to Lessor an early termination fee equal to two (2) month's Rent at the then-applicable rate. The City shall not be required to pay an early termination fee if the termination date occurs during the final six (6) months of the current lease term.

b. Section 5 of the Lease is deleted and replaced with the following:

5. Rent.

Lessee agrees to pay rent for the Leased Premises as set forth below. Lessor acknowledges that Lessee is a tax-exempt entity. Upon request, Lessee will provide certification of its tax-exempt status.

Rent for the Leased Premises shall be due and payable on the first day of each month as follows:

From	To	Amount
10/1/2019	09/30/2020:	<u>\$12,910.61</u> / per month
10/1/2020	09/30/2021:	<u>\$13,297.93</u> / per month
10/1/2021	09/30/2022:	<u>\$13,696.87</u> / per month
10/1/2022	09/30/2023:	<u>\$14,107.77</u> / per month
10/1/2023	09/30/2024:	<u>\$14,531.01</u> / per month
10/1/2024	09/30/2025:	<u>\$14,966.94</u> / per month

If any payment of Rent is not made within ten (10) business days after the payment date, a "Late Charge" in the amount of five percent (5%) of the unpaid balance may be charged by Lessor.

The annual rental fees reflect an annual increase of three percent (3%) increase in rent from the prior year.

c. Sections 8(e) and 8(f) of the Lease were intentionally deleted since the improvements required thereunder have been completed by Landlord.

3. Ratification/Effectiveness. Except as specifically amended herein, all of the terms, covenants, conditions, and provisions set forth in the Lease are hereby ratified and confirmed and remain in full force and effect. This First Amendment shall be binding on and inure to the benefit of the respective parties hereto and their successors and assigns, as permitted under the Lease.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals to this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES:

**LESSOR:**

533 NE 13 STREET, LLC, a Florida limited liability company

\_\_\_\_\_  
Witness #1 – signature (as to both)

By: \_\_\_\_\_  
Derrick Caglianone, as Manager

\_\_\_\_\_  
Witness #1 - print/type name (as to both)

\_\_\_\_\_  
Witness #2 – signature (as to both)

By: \_\_\_\_\_  
Pamela Caglianone, as Manager

\_\_\_\_\_  
Witness #2 - print/type name (as to both)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **DERRICK CAGLIANONE and PAMELA CAGLIANONE, as Managers of 533 NE 13 Street, LLC, a Florida limited liability company**, on behalf of the limited liability company under authority vested in them by the limited liability company. They ☐ are both personally known to me or ☐ both produced \_\_\_\_\_ as identification.

[Notary Stamp Below]

\_\_\_\_\_  
Notary Public - State of Florida

\_\_\_\_\_  
*Name typed, printed or stamped*

My Commission Expires: \_\_\_\_\_

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals to this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LESSEE:**

WITNESSES:

CITY OF FORT LAUDERDALE. A  
Municipal Corporation of the State of  
Florida

\_\_\_\_\_  
Witness #1 – signature (as to both)

By: \_\_\_\_\_  
Dean Trantalis, Mayor

\_\_\_\_\_  
Witness #1 - print/type name (as to both)

\_\_\_\_\_  
Witness #2 - signature (as to both)

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_  
Witness #2 - print/type name (as to both)

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

Approved as to form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
James Brako, Esq.,  
Assistant City Attorney