

**FIRST AMENDMENT TO BROWARD HEALTH PARK AT IMPERIAL POINT  
HONORING DOTTIE MANCINI LEASE AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”) to Broward Health Park at Imperial Point Honoring Dottie Mancini Lease Agreement (the “Agreement”) by and between the **North Broward Hospital District d/b/a Broward Health**, a special taxing district of the State of Florida (“LESSOR”), and **City of Fort Lauderdale**, a Florida Municipal Corporation (“LESSEE”) takes effect upon the date of the last signature of the Parties to this Amendment (“First Amendment Effective Date”). LESSOR and LESSEE each may be referred to as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement effective as of October 2, 2024; and

**WHEREAS**, the Parties agree to amend the Agreement as set forth herein and now wish to reduce the terms of their agreement to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **Recitals**. The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **Definitions**. For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **Amendments**. The Agreement is hereby amended as follows:

**A. Section 3.b.ii.: Conversion to a 30-Year Lease.**

Section 3.b.ii. is hereby deleted in its entirety and shall be replaced with the following language.

Conversion to the Extended Lease Term. The Parties agree that this Lease Agreement will be extended and converted to a lease of a period of fifteen (15) years provided that all of the following occur: Final Development Approval of the Broward Health Medical Facility structure to be built pursuant to the Sublease with the YMCA, including the Fort Lauderdale City Commission (“City Commission”) approval of the Sublease; approval of Broward Health conducting health care operations on the site and its operation of a free-standing emergency department and a fitness/health and wellness center, all of which are approved by the City Commission and deemed “Permitted Uses” under the City’s Prime Lease with the YMCA, along with a determination by the City Commission that the Sublease and Broward Health’s health care operations on the site are consistent with the spirit and intent of Section 8.13 of the Fort Lauderdale City Charter; written approval of the use and storage of hazardous waste and substances created and/or used in the ordinary course of Broward Health’s health care operations on the site provided Broward Health executes and delivers an Environmental Indemnity Agreement in favor of the City in form and substance acceptable to both parties; entry into a mutually agreed-to recognition agreement allowing Broward Health to occupy the site if the Prime Lease with the YMCA is terminated, subject to certain exclusions as agreed to by the parties hereto; and Final Site Plan Approval,

rezoning, land use amendment, if required, and platting (if necessary) through the City of Fort Lauderdale and Broward County with all applicable appeal periods having expired without the filing of a successful appeal by a third party. Provided that all of the foregoing conditions for conversion to a 15-year lease occur, the parties shall amend this Agreement to establish the Commencement Date of the 15-year extended lease term. If, however, for whatever reason, the conditions for conversion to a 15-year lease set forth in this subsection are not met, then this Lease Agreement shall not convert to a 15-year extended lease term. Final Development Approval and Final Site Plan Approval shall be defined as the process and final approvals as provided in Section 47-24.2 of the City's Unified Land Development Regulations and shall be deemed to include issuance of a building permit. At the end of the 15-year extended lease term, both parties shall have the option to renew for 3 five-year terms upon the mutual written consent of both parties. The initial 15-year extended lease term along with the 3 five-year optional renewal terms shall be collectively referred to herein as the "Extended Term".

With respect to the following conditions:

1. Amendment to Ground Lease or execution or approval of a New 50-year Ground Lease by and between Lessee and the YMCA which shall include, but not limited to, approval of the sublease and the proposed uses under the sublease.
2. Environmental Indemnity Agreement by and between Lessor and Lessee.
3. Recognition Agreement by and between Lessor, Lessee and the YMCA and sublease by and between Lessor and the YMCA.

Such conditions shall be deemed satisfied when the agreements have been approved by the City Commission of the Lessee and the board of directors of the YMCA or the governing body of the Lessor, as applicable, and each agreement has been executed by the appropriate parties.

As to conditions requiring the approval of a governing authority, such conditions are deemed satisfied when all applicable governing authorities have issued their official and binding approvals, and all appeal periods have expired.

It is anticipated that issuance of a building permit is the last condition to occur before the Extended Term shall commence.

**Timely Response and Good Faith Efforts:** To ensure the timely execution of all necessary approvals, permits, and actions required for the conversion of this Lease Agreement to the Extended Term, both the City and Broward Health (collectively, "Parties") agree to act in good faith and with due diligence in fulfilling their respective obligations under this Lease Agreement. Each Party shall promptly respond to requests for information, approvals, or other actions required from them and shall make reasonable efforts to expedite all reviews, approvals, and permits necessary to facilitate the conversion to the 15-year lease term with three (3) five-year options to renew. The Parties acknowledge that timely performance of their respective obligations is essential given the significant financial and operational investments involved, and any undue delay may adversely impact on the intended conversion of this Lease Agreement to a 15-year term with three (3) five-year options to renew at the rate of \$1 annually.

**B. Section 3.b.iv.: Termination Without Cause.**

Section 3.b.iii and 3.b.iv. are hereby deleted in their entirety and is replaced with the following language which shall be renumbered as Section 3.b.iii.

- iii. Termination. Notwithstanding the above provisions, either LESSEE or LESSOR may terminate this Lease without cause by providing the other party with at least ninety (90) days' written notice of termination; provided, however, once the Extended Term commences, this Lease may only be terminated for cause by the non-defaulting Party following the defaulting Party's failure to cure a default within thirty (30) days after notice is provided from the non-defaulting Party. For purposes of the Lease, "cause" shall mean either (i) a material breach of the terms of the Lease, (ii) a monetary breach of the Lease; or (iii) LESSOR's Sublease with the YMCA is terminated due to the fault of LESSEE.

**C. Section 24: Sovereign Immunity.**

The following language is hereby added to the end of Section 24 of the Lease.

Notwithstanding the foregoing, sovereign immunity shall be deemed to relate to tort liability only and shall not be construed to limit, curtail or condition the rights, remedies of liability of any party hereto in any contract action based on the terms of this Lease. Further, in the event any claim or legal action is brought or asserted against the LESSOR or any of the LESSOR's commissioners, officers, employees, or agents arising from or related to acts or omissions of Lessee related to matters covered by this Lease, the LESSEE shall, at its expense, defend the LESSOR or such commissioners, officers, employees, or agents with counsel reasonably acceptable to the LESSOR. The LESSOR shall have the right to participate in any such defense at LESSEE's expense.

- V. Counterparts and Digital Signatures.** This First Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this First Amendment and any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, and agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-

party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

- VI. Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this First Amendment or the Agreement.
- VII. No Other Changes.** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]**

**IN WITNESS WHEREOF**, we the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the First Amendment Effective Date.

**NORTH BROWARD HOSPITAL DISTRICT**,  
a Special Taxing District of the State of Florida

\_\_\_\_\_  
Shane Strum, President/CEO

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by SHANE STRUM, President/CEO of North Broward Hospital District, a Special Taxing District of the State of Florida

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known\_\_\_\_\_ OR Produced Identification\_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CITY OF FORT LAUDERDALE, a**  
**Municipal Corporation of the State of Florida**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

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

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Rickelle Williams, City Manager

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
Lynn Solomon, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

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\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known\_\_\_\_\_ OR Produced Identification\_\_\_\_\_

Type of Identification Produced \_\_\_\_\_