

AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("**First Amendment**") is dated to be effective as of the 5th day of JUNE, 2020 and entered by and between Summerwind Properties, LLC, a Florida Limited Liability Company, whose principal address is 1600 NE 12 Terrace, Fort Lauderdale, Fl. 33305 (hereinafter "**Landlord**"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("**Tenant**" or "**City**").

Background

WHEREAS, City and Landlord entered into that certain amended and restated Lease Agreement with an Effective Date of September 1, 2015, (CAM #15-1025, as supplemented, amended or modified from time to time, collectively, the "**Lease**"), pertaining to the Leased Premises, as such premises are further described in the Lease; and

WHEREAS, City exercised its first of three renewal options by written notice to Landlord on May 12, 2020, extending the Term of the Lease for five (5) years to September 1, 2025; and

WHEREAS, City and Landlord desire to enter into this First Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and City agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms**. All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Term**. Section 2 of the Lease is hereby amended to add the following language at the end of the section with the following termination language: City is granted the right to terminate the Lease after year four (4) of the renewal term in the event a new City Police Department Headquarters is constructed by providing Landlord with one hundred twenty (120) days prior written notice. If the City's termination occurs between the period of the beginning of year four (4) of the renewal term and five (5) months thereafter, City shall pay an early termination fee equal to three (3) months Base Rental. If the City's termination occurs in the sixth (6th) month of year four (4) of the renewal term and three (3) months thereafter, City shall pay an early termination fee equal to two (2) months Base Rental. City shall not be required to pay an early termination fee for termination of the Lease occurring after month nine (9) of year four (4) of the renewal term.
4. **Ratification of Lease; Counterparts**. All other provisions of the Lease shall remain unchanged and in full force and effect. City and Landlord do hereby ratify and confirm the Lease, as modified herein. This First Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.

5. **Conflict.** If any of the provisions of this First Amendment conflict with the Lease, then this First Amendment shall control.
6. **Effectiveness.** This First Amendment shall not be effective until it is executed by and delivered to both City and Lessor.
7. **Authority.** City and Lessor each warrant to the other that the person or persons executing this First Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this First Amendment.
8. **Notices.** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:

City of Fort Lauderdale Attorney's Office
Attention: Real Estate
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

(b) If to the Tenant at:

Conrad J. Boyle, Reg. Agent
1600 NE 12th Terrace
Fort Lauderdale, FL 33305

with a copy to:

Gregg E. Wallick, Manager
1600 NE 12th Terrace
Fort Lauderdale, FL 33305

[Signature Pages to Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSOR: **SUMMERWIND PROPERTIES, LLC, a
Florida limited liability company**

WITNESSES:

Dale E. Eby
[DALE E. EBY] Print Name
LESA Thompson
[LESA Thompson] Print Name

Gregg E. Wallick
Gregg E. Wallick, Manager

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of June, 2020, by Gregg E. Wallick, as Manager of Summerwind Properties, LLC, a Florida Limited Liability Company.

Rosalee L. Tucker
Notary Public signature

Rosalee L. Tucker
Name of Notary Typed, Printed or Stamped



ROSALEE L. TUCKER
Commission # GG 111633
Expires October 5, 2021
Bonded Thru Budget Notary Services

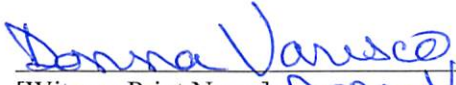
Personally Known X OR Produced Identification _____

Type of Identification Produced _____

[AS TO CITY]

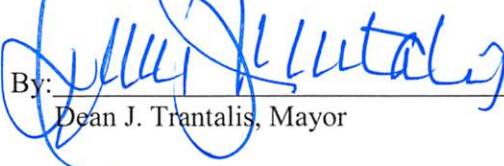
WITNESSES:

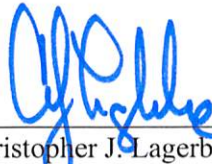

[Witness Print Name] Scott Wyman


[Witness Print Name]: Donna Varisco

ATTEST: 
Jeffery A. Modarelli, City Clerk

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

By: 
Dean J. Trantalis, Mayor

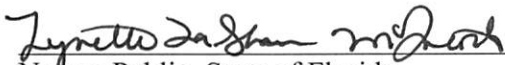
By: 
Christopher J. Lagerbloom, ICMA-CM
City Manager

APPROVED AS TO FORM:
Alain E. Boileau

By: 
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☐ physical presence or ☐ online, this 15th day of July, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.


Notary Public, State of Florida

Lynette LaShawn McIntosh
Name of Notary Typed, Printed or Stamped



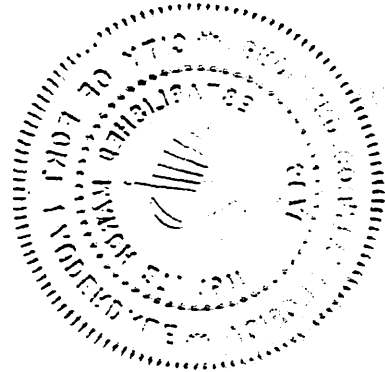
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

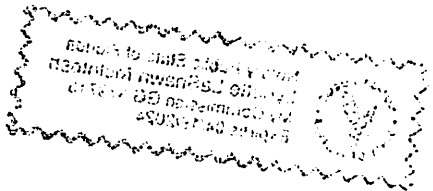
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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 17 day of July, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

David R. Solomon

Notary Public Signature

David R. Solomon

Name of Notary Typed, Printed or Stamped



David R. Solomon
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG933295
Expires 3/14/2024

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____