

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made and entered into by and between **HOLMAN AUTOMOTIVE, INC.**, a Florida corporation ("**Holman**"), and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida ("**City**").

WITNESSETH:

WHEREAS, City and Holman entered into that certain Agreement dated June 7, 2018 ("**Agreement**") regarding the performance of certain work by Holman and the providing of access to Holman to perform such work; and

WHEREAS, City and Holman desire to amend the Agreement in certain respects, all as more fully set forth hereinafter.

NOW, THEREFORE, in consideration of mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

1. The recitations set forth hereinabove are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein and not expressly defined herein shall have the same meaning as set forth in the Agreement unless the context indicates a different meaning.

2. Exhibits D and E to the Agreement are hereby deleted in their entirety and Exhibits D and E attached to this Amendment are hereby substituted in lieu thereof. The only difference between the original Exhibits D and E and the attached Exhibits D and E is that a portion of the New Wall has been eliminated.

3. The Agreement is hereby amended to add Section 13 as follows:

"From and after the installation of the New Wall, Holman shall, at its own cost and expense, at all times maintain or cause to be maintained the New Wall, together with any supporting materials under or around the New Wall, including but not limited to, limerock base, stabilized subbase and concrete banding by: (1) repairing or replacing, as necessary, any materials that require repair or replacement; and (2) cleaning the New Wall, as needed, to maintain the New Wall in a neat and attractive manner. To the extent required in order to comply with its obligations hereunder, Holman shall have the right to enter upon the lands owned by the City within and adjacent to the New Wall. Notwithstanding the foregoing, Holman shall not be responsible to repair, replace, or maintain any other improvements, facilities, infrastructure or utilities on, under or about

the City Property except as otherwise specifically provided in this Agreement.

All repairs Holman makes as provided for herein shall be at least of equal in quality and class to the original work and shall be subject to the approval of the City Engineer and subject, if necessary, to any other development permit required by law, which approval shall not be unreasonably withheld, conditioned or delayed. When making such repairs or performing maintenance of the New Wall within the City Property, Holman shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect. In the event Holman damages any utilities, facilities, infrastructure or other City improvements located in, under or around the City Property as a result of its repair or maintenance of the New Wall, Holman shall be responsible for the cost of City to repair and restore the utility, facilities, infrastructure or other City improvement.

Prior to performing any maintenance or repairs, Holman shall be required to comply with the insurance provisions set forth in Section 5 of the Agreement. For all other purposes of the Agreement, the maintenance and repair work referenced herein shall be considered as "Work" under the Agreement.

In the event that, after installation of the New Wall, City determines that the New Wall has not been properly maintained, City may deliver written notice to Holman advising it of its failure to maintain. Holman shall have a period of thirty (30) calendar days following receipt of the foregoing notice within which to perform the required maintenance (provided, however, that in the event performance of the maintenance cannot be completed within thirty (30) calendar days, Holman shall commence such corrective actions within thirty (30) calendar days and shall diligently continue the same to completion). If the maintenance is not completed within the applicable period, City shall have the right to either (a) perform the maintenance of the New Wall and invoice Holman for the actual and reasonable expenses incurred, together with a fifteen percent (15%) surcharge and if such amount is not paid by Holman within thirty (30) days of its receipt of the invoice, City shall have the right to a lien against the Holman Property for the amount thereof by filing an Affidavit in the Public Records of Broward County, Florida, or (b) enforce any rights and remedies allowed at law, in equity or otherwise. In the event that City incurs legal fees in connection with the enforcement of either of its self-help remedies provided above or other legal or equitable remedies under this Section, Holman shall be responsible to reimburse City for the reasonable legal fees incurred by City within thirty (30) days following written demand. City shall have no obligation to exercise the self-help remedy."

4. The Agreement is hereby amended to provide that, except as provided in Section 3 of this Amendment, and except for any obligations that are expressly provided therein to survive the termination of the Agreement, the Agreement shall terminate upon the completion of the Work described in Section 2 of the Agreement.

5. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control to the extent of such conflict or ambiguity. In all other respects, the Agreement is hereby ratified and confirmed by the parties to be in full force and effect, as amended hereby, and has not otherwise been modified or amended except as set forth herein.

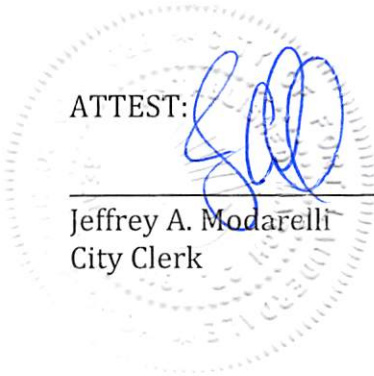
6. The Effective Date of this Amendment shall be the date upon which it is executed by the last of the parties hereto.

7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one (1) original. Facsimile or pdf signatures shall be considered to be original signatures.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below their respective signatures.

CITY OF FORT LAUDERDALE



ATTEST:


Jeffrey A. Modarelli
City Clerk

By 
Lee R. Feldman
City Manager

Date: 8-30-18

APPROVED AS TO FORM:

Alain E. Boileau, Interim City Attorney


Bradley Weissman
Assistant City Attorney

Date: 8-28-18

[signatures continued on next page]



WITNESSES:

Signature

Olivia Pinilla

[Witness print/type name]

Paige Pasnotta

Signature

Paige Pasnotta

[Witness print/type name]

HOLMAN AUTOMOTIVE, INC., a Florida corporation

By: [Signature]

Name: Glenn A. Gardner

Title: V.P.

Date: 9/27/18

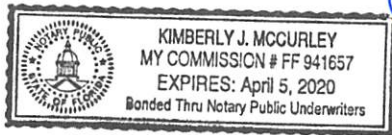
STATE OF FLORIDA)

)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27th day of August 2018 by Glenn A. Gardner as V.P. of and on behalf of HOLMAN AUTOMOTIVE, INC., a Florida corporation, who is personally known to me or has produced as identification and did not (did) take an oath.

(SEAL)



[Signature]

Notary Public, State of Florida

Signature of Notary taking Acknowledgement

Kimberly J. McCurley

Name of Notary Typed,

Printed or Stamped

My Commission Expires: April 5, 2020
Commission Number: FF 941657

Number of ...
...

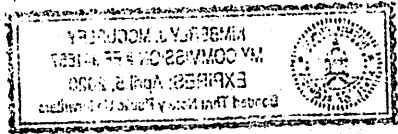
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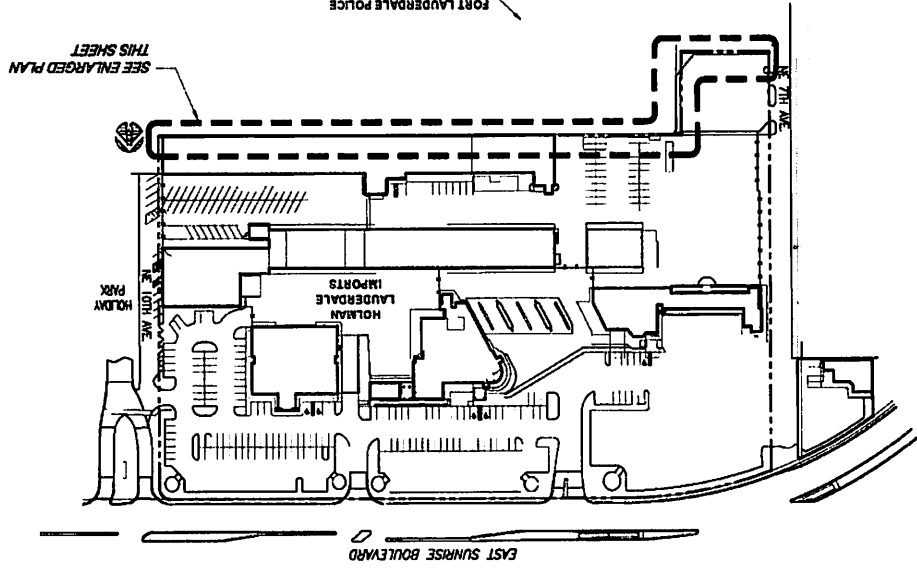


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EXHIBIT "D"

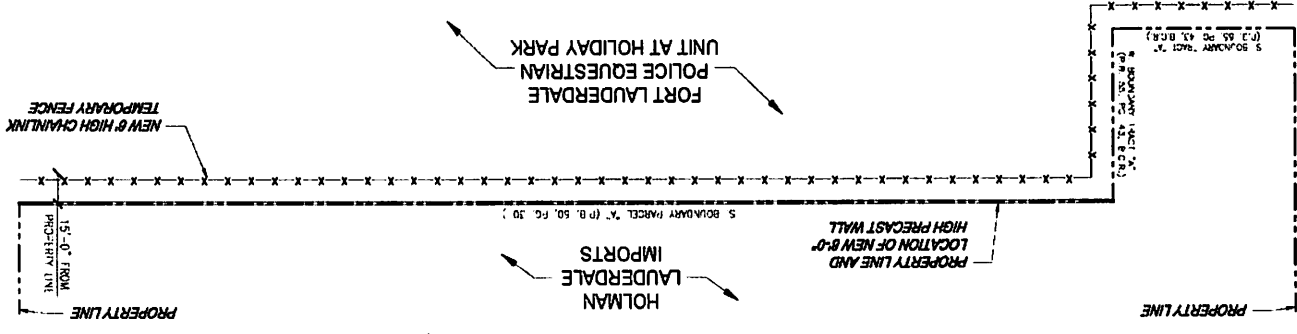
Exhibit D

1.00	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	1.12	1.13	1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.38	1.39	1.40	1.41	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51	1.52	1.53	1.54	1.55	1.56	1.57	1.58	1.59	1.60	1.61	1.62	1.63	1.64	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.76	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84	1.85	1.86	1.87	1.88	1.89	1.90	1.91	1.92	1.93	1.94	1.95	1.96	1.97	1.98	1.99	2.00
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SITE PLAN (FOR REFERENCE ONLY)

N.T.S.

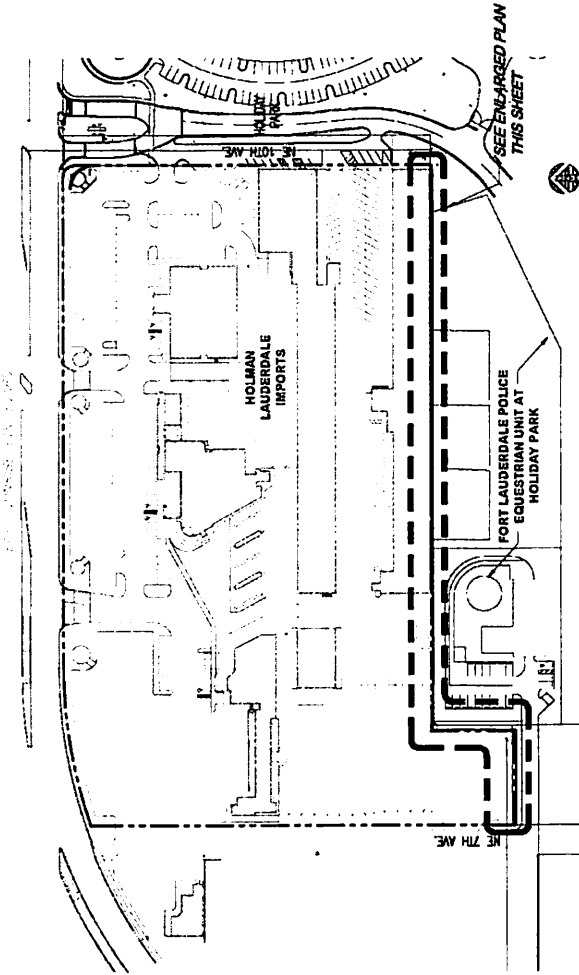


SITE PLAN (AT PROPERTY LINE BETWEEN HOLMAN AND CITY SITES)

N.T.S.

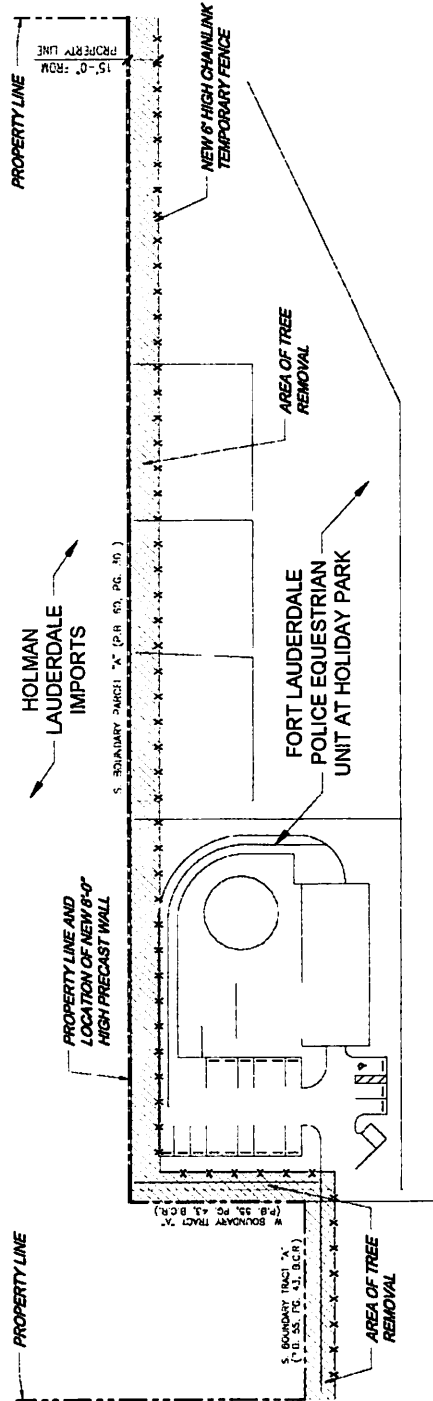
EXHIBIT "E"

Exhibit E



SITE PLAN (FOR REFERENCE ONLY)

N.T.S.



SITE PLAN (AT PROPERTY LINE BETWEEN HOLMAN AND CITY SITES)

N.T.S.



NON-COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2 (L) (G)

8/30/18

Today's Date: 8/28/2018

DOCUMENT TITLE: Holman Automotive, Inc. Amendment to Agreement dated June 7, 2018

COMM. MTG. DATE: 6/5/2018 CAM #: 18-0567 ITEM #: _____ CAM attached: YES NO

Routing Origin: Police Router Name/Ext: Haydee 5624 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects 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, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Police Router Name/Ext: Haydee 5624 # of originals routed: 2 Date to CAO: Approved Previously

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: _____

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: _____
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Lynette/CMO/x5014 Date: 8/28/2018

4) City Manager's Office: CMO LOG #: Aug-122 Document received from: CCO 8/29/18

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 8/30/18

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards ALL originals to: Haydee M. Police-Legal Unit - Ext 5624

Attach _____ certified Reso # _____ YES NO Original Route form to CAO/Dept./CCO