

## FOURTH AMENDMENT TO THE GROUND LEASE

THIS FOURTH AMENDMENT TO THE GROUND LEASE, with an effective date of January 1, 2019, is made and entered into as the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, 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 municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter “TENANT”).

### RECITALS

WHEREAS, On June 7, 2013, LANDLORD and TENANT entered into a Ground Lease for a term not to exceed eighteen (18) months commencing June 1, 2013, for the Premises described in Exhibit “A” attached hereto; and

WHEREAS, the parties entered a First Amendment to the Ground Lease revising the term thereof to be a period commencing on June 1, 2013, and ending (i) December 31, 2015, or (ii) upon TENANT establishing operational capabilities at a New Fire Station 54 whichever shall occur first unless sooner terminated; and

WHEREAS, a Second Amendment to the Ground Lease revised the December 31, 2015, date in the First Amendment to December 31, 2016; and

WHEREAS, pursuant to the Third Amendment, the term of the Lease expired on December 31, 2018; and

WHEREAS, it is anticipated that finalizing construction of the permanent Fire Station 54 will take no longer than approximately twelve (12) months; and

WHEREAS, the parties are amendable to extending the term of the Ground Lease a period not to exceed thirteen (13) months for TENANT to complete Fire Station 54.

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 to 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 under this Fourth Amendment shall be for a period commencing December 1, 2022 (the “Commencement Date”) and ending (i) at midnight Eastern Standard Time on December 31, 2023, 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 occur first, unless sooner terminated as hereinafter provided.

3. **Amendment to Rent.** Article III, RENT, Section 3.1, “Payment of Rent” is hereby amended to read as follows:

3.1 Commencing on the Commencement Date of December 1, 2022, and continuing through the expiration or earlier termination of this Lease, Tenant shall pay Landlord monthly rent for the Premises in the sum of Five Thousand (\$5,000.00) Dollars (“Rent”), commencing on the Commencement Date and payable the 1st day of each calendar month thereafter, exclusive of sales/use tax, and mailed to Landlord at P.O. Box 2565 Muscle Shoals, AL 35662.

4. **Amendment to Rent.** The following sentence is hereby added to Section 3.1, “Payment of Rent”, Article III, RENT:

3.1 Both parties acknowledge that from January 1, 2019, through and including November 31, 2022, quarterly ~~the monthly~~ rent of \$2,869.64 was in effect. Further, the increase in rent set forth above shall take effect on December 1, 2022.

5. **Effective Date.** The effective date of this Fourth Amendment shall be January 1, 2019.

6. **Conflict.** In the event and to the extent of conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the underlying Ground Lease, as amended by the First Amendment, Second Amendment, and Third Amendment, then the terms and conditions of this Fourth Amendment shall supersede and prevail over and to the extent of any conflict with the terms and conditions of the underlying Ground Lease.

7. **Ratify.** In all other respects and subject to the terms hereof, Landlord and Tenant ratify and confirm the underlying Ground Lease as amended.

8. **Termination Without Cause.** Article XXIV is hereby added to the Lease.

Either Party may terminate this Ground Lease without cause provided written notice of such termination is delivered to the other party at the address set forth in the Notice section by overnight delivery, hand delivery or certified mail, return

receipt requested. Tenant shall have ninety (90) days from the date notice is received to vacate the Premises and remove all furniture, fixtures and equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth 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.

***REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.***

**AS TO TENANT:**

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE  
STATE OF FLORIDA**

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

Date; \_\_\_\_\_

By: \_\_\_\_\_  
Greg Chavarria, City Manager

Date; \_\_\_\_\_

ATTEST:

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

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

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 this by means of ☐ physical presence or ☐ online, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by GREG CHAVARRIA, City Manager 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 \_\_\_\_\_

**AS TO LANDLORD:**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year set forth below.

WITNESSES:

**CIMARRON BAY INVESTMENTS, IV,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
Type or print name

By \_\_\_\_\_  
James K. Powers, Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Type or print name

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James K. Powers, as Member and Manager of the CIMARRON BAY INVESTMENTS, IV, LLC, a Florida limited liability company.

\_\_\_\_\_  
Notary Public signature

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

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

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