

AMENDMENT No. 1
to
LICENSE AGREEMENT

by and between

THE UNITED STATES GENERAL SERVICES
ADMINISTRATION PUBLIC BUILDINGS SERVICE

and

CITY OF FORT LAUDERDALE
a Florida municipal corporation

THIS AMENDMENT NO. 1 (“Amendment 1”) to the LICENSE AGREEMENT (“License”) is entered into as of this day of , 2023, (“Effective Date”), by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES and authorized representatives (the “Government” or “GSA”), whose mailing address is Regional Commissioner, Public Buildings Service (“PBS”), 77 Forsyth Street, S.W., Atlanta, Georgia, and the CITY OF FORT LAUDERDALE, FLORIDA (“City”), a Florida municipal corporation, whose mailing address is 100 N. Andrews Ave., Fort Lauderdale, FL, 33301, each individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, on or about February 16, 2023, the Parties entered in a Right of Entry/ Temporary Construction License for the City to construct sewer infrastructure improvements and operate its new sanitary sewer utility infrastructure and facilities in accordance with the terms and conditions set forth in the License; and

WHEREAS, the term of the License was from December 1, 2022 – November 30, 2023; and

WHEREAS, the parties desire to extend the term of the License in accordance with Special Condition I.3 of the License; and

WHEREAS, the extension will allow the Parties to complete the easement the Government intends to grant, and the City intends to accept, for the City’s new sewer infrastructure.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recitals are incorporated herein by reference and made part hereof.
2. The Parties agree to extend the term of the License, as set forth in Block 5, by an additional 12 months, to terminate on 11/30/24, unless further extended by mutual agreement of the Parties per Special Condition 1.3, or superseded by the grant of a permanent easement.
3. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

**CITY OF FORT LAUDERDALE
FLORIDA**, a Florida municipal corporation

THE UNITED STATES OF AMERICA
acting by and through the Administrator
of General Services and authorized
representatives

By: _____
Dean J. Trantalis, Mayor

By: _____

Date: _____

Its: _____

[Print Title]

By: _____
Greg Chavarria, City Manager

Date: _____

Date: _____

Review and concurrence by:

For the City:
Thomas J. Ansbro, City Attorney

For the United States:

Lynn Solomon, Asst. City Attorney

Attest:

David R. Soloman, City Clerk