

ADDENDUM

This is an Addendum to that certain Lease between the City of Ft. Lauderdale and The State of Florida Department of Transportation dated the 12 day of January, 1999. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 7 of said Agreement.

1. All improvement plans for leased area and above New River Tunnel, must be submitted, as required, to F.D.O.T. for approval and/or permits prior to implementation of plans for improvements.

2. The City of Fort Lauderdale will provide landscaping and access around the ventilation room.

3. Notwithstanding the provisions set forth in paragraph 6 of this agreement, the following shall apply: To the extent provided by law, the City shall indemnify, defend, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the City, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the City in the performance of services required under this Agreement, the Department will immediately forward the claim to the City. The City and the Department will evaluate the claim and report their findings to each other within fourteen(14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the City in the defense of the claim or to require that the City defend the Department in such claim as described in this section. The Department's failure to promptly notify the City of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the City. The Department and the City will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

4. LESSEE is a governmental entity that is self-insured in an amount acceptable to LESSOR, the insurance provision in paragraph #7 of Lease shall not apply.

5. LESSEE shall be solely responsible for the payment of any damage or injury resulting from any debris tossed from the leased area and New River Tunnel surface into surrounding areas.

6. Florida Department of Transportation must have maintenance and inspection access to the New River Tunnel and surrounding area at all times, and there must be no obstruction to such access.

or other Lessor property, but not as a result of the damage caused by the acts of third parties, Lessor shall restore same to its condition prior to damage.

6. Use of the land for the purpose of a linear park, i.e., "Riverwalk" as described in Paragraph 2 of the Lease, may include but not be limited to landscaping, streetscape improvements, lights, irrigation benches, vending structures, parking and sidewalk cafes.

7. Notwithstanding the provisions of Paragraph 4 of the Lease, City shall be permitted to construct improvements which are similar to existing "Riverwalk" improvements. Upon termination of this lease, Lessor shall advise Lessee if it wishes Lessee to remove the bricks, sidewalk and other ground improvements which exist on the property at the time of termination.

8. Notwithstanding the provisions of Paragraph 9. g. of the Lease all notices which are required or permitted in this Agreement shall be deemed to have been given, delivered or made when a written notice has been deposited in the United States mail, certified or registered mail, return receipt requested, addressed to the Lessee as follows:

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

9. Whenever necessary, the LESSEE will be responsible for removing "graffiti" and debris from subject area during the term of the lease.

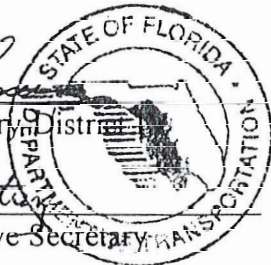
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

APPROVED AS TO FORM:

Gene Kamen
District 4 Senior Attorney

LESSOR:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Rick Chesser*
District Secretary
Attest: *Maria Butera*
Executive Secretary



WITNESSES

Sheri S. Roberts

Sheri S. Roberts

[Print or type name]

Yvonne Brackett Buck

Yvonne BRACKETT Buck

[Print or type name]

LESSEE:

CITY OF FORT LAUDERDALE

By: [Signature]
Jim Naugle, Mayor

By: [Signature]
City Manager

Attest:

[Signature]
City Clerk

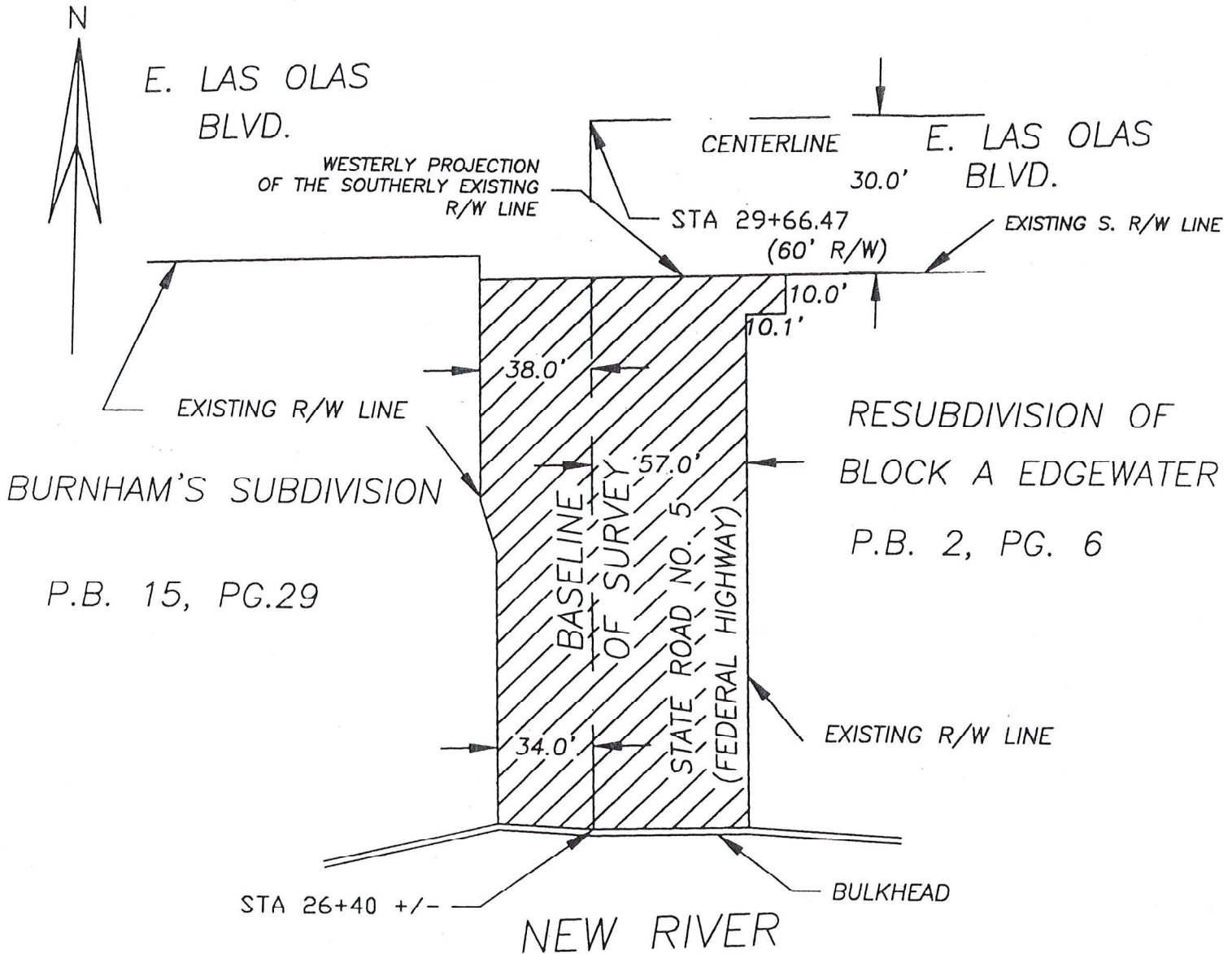
Approved as to form:

[Signature]
Asst. City Attorney

addendum

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY



LEGAL DESCRIPTION AREA TO BE LEASED FROM DOT

ALL OF THE RIGHT OF WAY OF STATE ROAD NO.5 (FEDERAL HIGHWAY) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 8601-112, BOUNDED ON THE SOUTH BY THE BULKHEAD LINE OF THE NEW RIVER AND ON THE NORTH BY THE WESTERLY PROJECTION OF THE EXISTING SOUTH RIGHT OF WAY LINE OF EAST LAS OLAS BOULEVARD (60 FOOT RIGHT OF WAY). SAID LANDS SITUATE, LYING AND BRING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

R/W DENOTES RIGHT OF WAY
 STA DENOTES STATION
 P.B. DENOTES PLAT BOOK

Exhibit "A"

ANTHONY R. IRVINE
 PROFESSIONAL SURVEYOR AND MAPPER NO.4420
 STATE OF FLORIDA

| | | |
|--------------------------|----------------------|---------------|
| CITY OF FORT LAUDERDALE | | |
| PROPOSED FEDERAL HIGHWAY | | |
| LEASE PARCEL | | |
| FROM DOT | | |
| BY: T.I. | ENGINEERING DIVISION | DATE: 3/31/98 |
| CHK'D T.I. | DIVISION | SCALE: NONE |