

ADDENDUM

This is an Addendum to that certain Lease Agreement between The City of Fort Lauderdale

and the State of Florida Department of Transportation dated the 21st day of November, 2021, 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 9 (b) of said Agreement:

1. Section 2 of this Agreement is hereby amended as follows: This Agreement is hereby renewed pursuant to Paragraph 2 of original Airspace Agreement dated November 22, 2016, for an additional five (5) year period beginning on November 23, 2021, and ending on November 22, 2026.
2. This Agreement is not renewable. At the end of the five (5) year period, Lessee may request to enter into a new lease with the Department. Said request shall be subject to approval.
3. Lessee at its expense, shall require Water Taxi (or similar service provider) to maintain at all times during the term of this Lease, commercial general liability insurance protecting Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Water Taxi (or similar service provider), their employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$1,000,000) combined coverage for property damage and bodily injury or death to any one person or any number of persons in any one occurrence, and combined coverage of not less than two million dollars (\$2,000,000) in the aggregate. All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Department is given at least sixty (60) days prior written notice of such cancellation or modification.
4. Lessee shall maintain and provide, upon request by Department, Water Taxi (or similar service provider) certificates showing such insurance to be in place and showing Department, FHWA, and Lessee, as additional insureds under the policies. Department may require the amount of any commercial general liability insurance to be maintained by Water Taxi (or similar service provider) be increased so that the amount thereof adequately protects Department's interest.
5. Subject to the conditions and limitations set forth in § 768.28, Florida Statutes (2020) Lessee shall indemnify, defend, and hold harmless the Department and all of 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 Lessee, its officers, agents or employees during the performance of the Agreement, except that Lessee, 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 of any of its officers agents or employees during the performance of the Agreement.
6. In addition to the provisions contained in the original Airspace Agreement between the Department and Lessee dated November 22, 2016, the following terms and conditions shall be deemed to be part thereof:
 - Lessee shall inspect, maintain and repair seawall in accordance with other seawalls within the City's jurisdiction to meet all federal, state, county, and city codes, and will ensure an annual inspection is performed by an accredited seawall inspector.
 - The Department shall have access to the leased property at all times for inspections.
 - This lease is subject to all utilities remaining in place and in use or relocated at the expense of Lessee.
 - Lessee acknowledges that the leased property cannot be and is not being used for site plan approval in conjunction with any development order, permits, or any other governmental requirements.
 - Any changes in the use of or improvements/alterations made on or to the leased property shall require a permit issued from Department's Permits Office and/or a lease amendment, as applicable. Department will advise Lessee of the appropriate document upon request.
 - Lessee acknowledges that the leased property cannot be and is not being used to obtain any grant, award, donation, endowment, subsidy, or allotment for any reason, whether repayable or non-repayable.

- Lessee agrees that this lease shall not be recorded in the public records without the express written consent of the Department.
- Lessee agrees to provide Department with a copy of any local, state, or federal permit(s) obtained that include the leased property.
- Nothing is permitted to be discharged into drains/inlets on or adjacent to the leased property, if applicable.
- As to Section 4 paragraphs c & d there is no construction implied or permitted under this Agreement, therefore no Exhibit "B" is applicable or attached.

City of Fort Lauderdale, a municipal corporation of the
State of Florida

Lessee (Company Name, if applicable)

BY:

Dean J. Trantalis, Mayor

BY:

Christopher J. Lagerbloom, ICMA-CM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

District Secretary

Gerry O'Reilly, P.E.

Print Name

Attest: _____

Title: City Manager

Attest:

Jeffrey A. Moderalli, City Clerk

Name/Title: Alia Chanel, Executive Secretary

LEGAL REVIEW:

Approve as to Form:

District Counsel

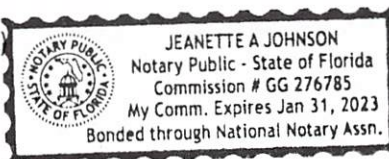
Alain E. Boileau, City Attorney

Elizabeth Quintana, Senior Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2021, by **DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale**, who is personally known by me or who has produced _____ as identification.

(SEAL)



Jeanette A. Johnson
Notary Public

Jeanette A. Johnson

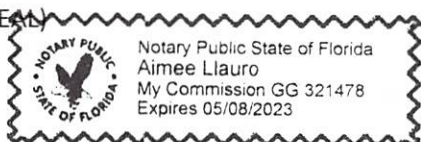
Printed or stamped name of Notary Public

My Commission Expires: 1/31/23

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2021, by **CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale**, who is personally known by me or who has produced _____ as identification.

(SEAL)

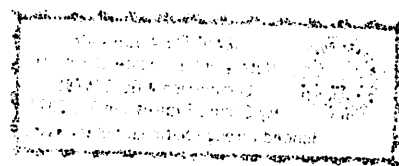


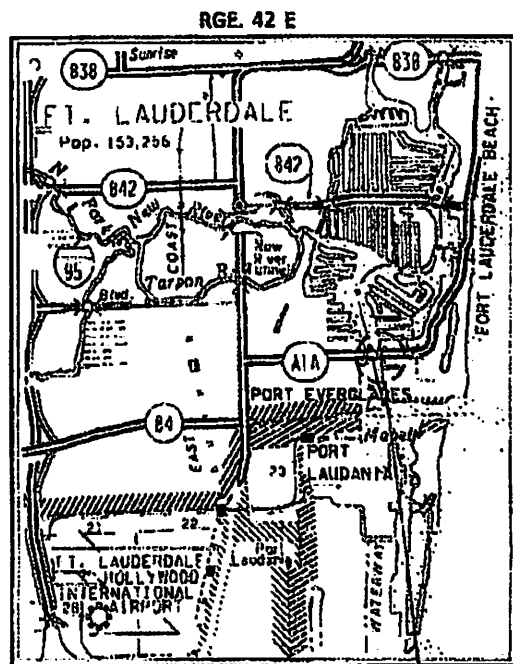
Aimee Llauro
Notary Public

Aimee Llauro

Printed or stamped name of Notary Public

My Commission Expires: _____





LOCATION MAP

NTS

PARCEL LOCATION

DISTRICT 4 SURVEYING AND MAPPING
3400 WEST COMMERCIAL BLVD.
FT. LAUDERDALE, FL. 33309
(954) 777 - 4551

EXHIBIT "A"

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE GRID BEARING OF S 02°00'28" E BETWEEN TRAVERSE STATIONS PEH-9 AND TRAVERSE STATION BROW OF THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, EAST ZONE. MONUMENTS WERE ESTABLISHED BY THE DEPARTMENT OF THE ARMY FOR THE PORT EVERGLADES HARBOR.
2. INFORMATION SHOWN HEREON IS BASED ON THE FOOT RIGHT OF WAY MAP SECTION NO. 86180-2522 FOR STATE ROAD A-1-A (17TH ST. CAUSEWAY).
3. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
4. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.

LEGEND:

B	= BASELINE	PG.	= PAGE
C	= CENTERLINE	POB	= POINT OF BEGINNING
A	= DELTA	POC	= POINT OF COMMENCEMENT
EXIST.	= EXISTING	RGE.	= RANGE
GOV'T.	= GOVERNMENT	RT	= RIGHT
LT	= LEFT	R/W	= RIGHT OF WAY
NTS	= NOT TO SCALE	SEC.	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	S.R.	= STATE ROAD
(P)	= PLAT	STA.	= STATION
P.B.	= PLAT BOOK	TWP.	= TOWNSHIP

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. A-1-A				BROWARD COUNTY	
BY	DATE	PREPARED BY	FOOT DISTRICT 4	DATA SOURCE	
DRAWN	SERLEY	07-18-16		N/A	
CHECKED	BLAZ	09-19-16	F.P. NO. N/A	SECTION 86180-2522	SHEET 1 OF 3

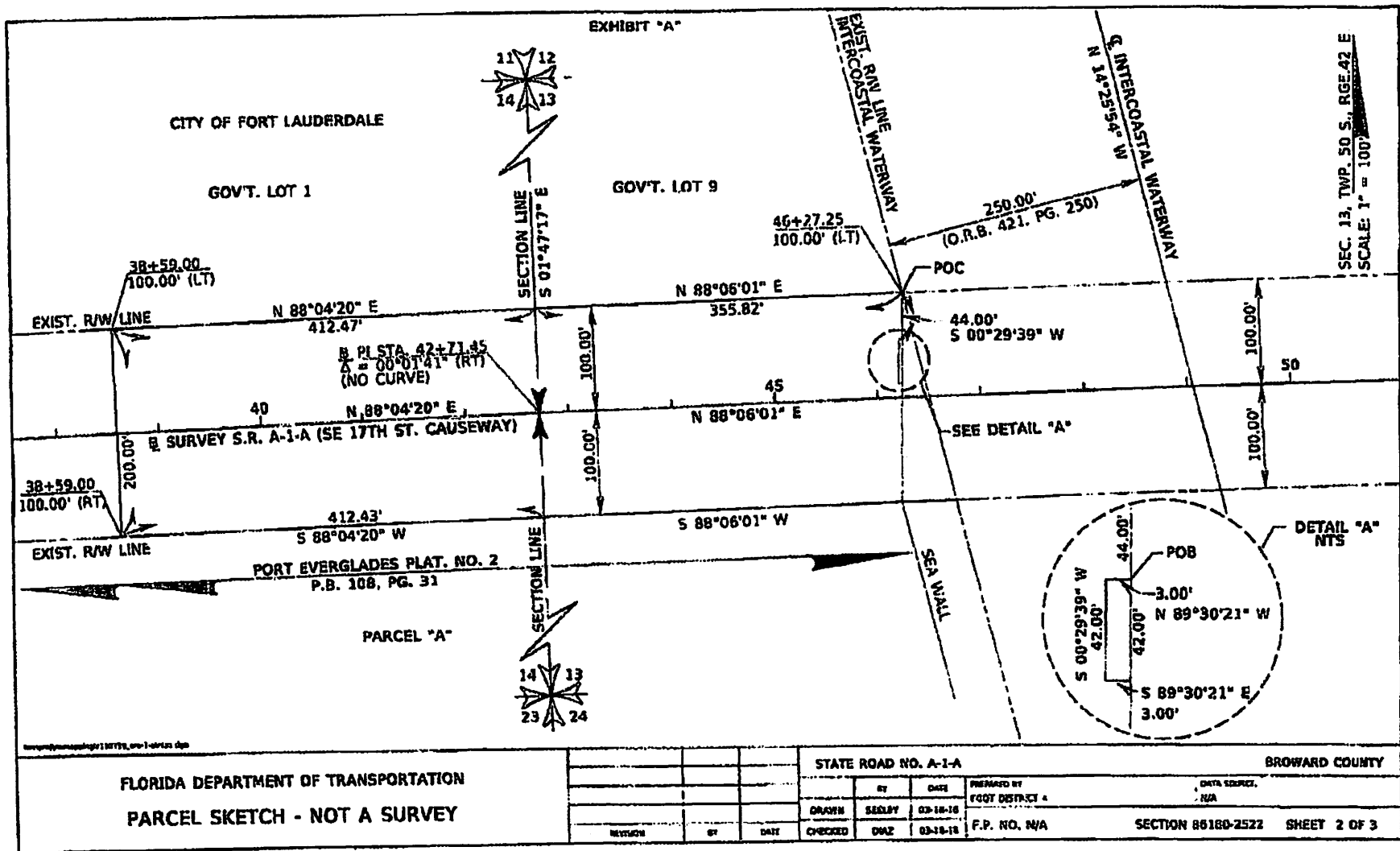


EXHIBIT "A"

That portion of land underlying State Road A-1-A (SE 17th St. Causeway) Bridge, in Section 13, Township 50 South, Range 42 East, Broward County, Florida, lying west of and adjacent to the existing right of way for the Intercoastal Waterway, being more particularly described as follows:

Commence at the intersection of the westerly existing right of way line for the Intercoastal Waterway with the northerly existing right of way line for S.R. A-1-A (SE 17th St. Causeway) according to the Florida Department of Transportation Right of Way Map for Section 86180-2522; thence South 00°29'39" West, 44.00 feet along the east face of a Sea Wall to the POINT OF BEGINNING; thence North 89°30'21" West, 3.00 feet; thence South 00°29'39" West, 42.00 feet along a line 3.00 feet west of and parallel with said existing Sea Wall; thence South 89°30'21" East, 3.00 feet to the east face of said sea wall; North 00°29'39" East, 42.00 feet to the POINT OF BEGINNING.

Containing 126 square feet, more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050-052 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

 03/23/2016
Jeffrey D. Smith Data
Florida Surveyor & Mapper No. 4805
Florida Department of Transportation

This sketch and legal description or the copies thereof is not valid without the signature and original raised seal of Florida licensed surveyor and mapper.

FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY					STATE ROAD NO. A-1-A			BROWARD COUNTY	
					BY	DATE	PREPARED BY:	DATA SOURCE:	
					DRAWN	SEFLEY	03-13-16	FOOT DISTRICT 4	SEA
					CHECKED	RACE	03-13-16	P.P. NO. A/A	
REVISION	BY	DATE							



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Addendum

Today's Date: 12/7/2021

11
12/14/2021

DOCUMENT TITLE: (FDOT) Use and Occupancy Agreement formerly known as FDOT Airspace Agreement

COMM. MTG. DATE: 11/16/2021 CAM #: 21-0731 ITEM #: CM3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 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: CAO Router Name/Ext: Sonia s Sext 5598 # of originals routed: 1 Date to CAO: 11/19/21

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

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

Date to CCO: 12/9/21 Alain E. Boileau
Attorney's Name

AB
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 12/09/2021

4) City Manager's Office: CMO LOG #: Dec 15 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 12/10/21

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

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 12/14/2021

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards _____ originals to: Sonia Ext/ 5598/ CAO

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020