

**FIRST AMENDMENT TO LAND LEASE  
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL  
AGREEMENT NO. 1

DATE  
**29 June 2022**

TO LEASE NO.

**DACW01-5-17-1020**  
**(replaced 13-0301)**

ADDRESS OF PREMISES **5515 N.W. 15<sup>th</sup> Avenue, Fort Lauderdale, FL, exclusive use of 4.2409 acres of land and facility thereon also referred to as Parcel 17 at the Fort Lauderdale Executive Airport**

THIS FIRST AMENDMENT TO LAND LEASE made and entered into this date by and between **THE CITY OF FORT LAUDERDALE**, a municipal corporation of Florida, whose principal address is: **100 North Andrews Avenue, Fort Lauderdale, FL 33301**, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease; and

WHEREAS, the United States of America (the "Government") leases the premises (Parcel 17 at the Fort Lauderdale Executive Airport) and uses it as an Army Reserve Center and other Governmental purposes; and

WHEREAS, the original lease agreement (DA-0-123-ENG-3518) between the City of Fort Lauderdale and the Government, dated November 28, 1961, and expired on November 30, 2012; and

WHEREAS, on December 1, 2012, the City of Fort Lauderdale and the Government entered into a renewal Land Lease (DACA01-5-13-0301) for Parcel 17 which expired on June 30, 2017; and

WHEREAS, the most recent Land Lease for Parcel 17, Lease No. DACW01-5-17-1020 originally had a term that commenced on July 1, 2018 through June 30, 2022; and

WHEREAS, the Government has requested a six-month extension of the current Land Lease (DACW01-5-17-1020) for the term to end on December 31, 2022, in order for the parties to continue negotiations for a renewal lease for a proposed additional 5-years; and

WHEREAS, pursuant to Resolution No. \_\_\_\_\_ adopted at its meeting on July 5, 2022, the City Commission of the City of Fort Lauderdale, authorized the City Manager to enter into this first amendment to the lease also known as Supplemental Agreement No. 1.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 3 of the Land Lease (Lease No. DACW01-5-17-1020) is deleted and replaced with the following:

The Term of this Land Lease shall commence on July 1, 2018 and terminate on December 31, 2022.

3. Except as specifically amended herein, all the terms and provisions of the Land Lease are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Land Lease and this First Amendment to the Land Lease (Supplemental Agreement No. 1), the terms and provisions of this amendment (Supplemental Agreement No. 1) to the Land Lease shall govern and control and any conflicting terms and provisions of the Land Lease shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Lease Agreement.

4. This First Amendment to the Land Lease may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **29 June 2022**, as follows:

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

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LESSOR:

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of  
Florida

\_\_\_\_\_

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Assistant City Attorney  
Shari C. Wallen

ATTEST:

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

TAX ID NO.: \_\_\_\_\_

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**UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
DERRICK D. MOTON

Chief, Acquisition Branch  
Real Estate Contracting Officer  
(Official Title)