

SIXTH AMENDMENT TO LEASE AGREEMENT  
(Parcel 8-F-1)

THIS IS A SIXTH AMENDMENT TO LEASE AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, between:

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida,  
hereinafter referred to as "Lessor,"

and

RISING TIDE DEVELOPMENT, LLC, a  
Delaware limited liability company authorized to do business in Florida,  
hereinafter referred to as "Lessee."

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting of September 16, 2015, the City Commission of City authorized the City Manager to enter into this Sixth Amendment to Lease Agreement; and

WHEREAS, Lessee leases certain property from Lessor known as Parcel 8-F-1, under a Lease Agreement dated April 17, 1984, as amended; and

WHEREAS, the parties desire to amend the Lease Agreement to enlarge the leasehold area for purposes of allowing Lessee to construct a sign and associated landscaping and irrigation upon such additional square footage; and

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

1. Effective October 1, 2015, the Lease Agreement is amended to add the property depicted and described on the attached Exhibit Two to the leasehold for Parcel 8-F-1, to be known as Parcel 8-F-1-B, consisting of three hundred (300) square feet and more particularly described on the sketch and legal description attached hereto as Exhibit A, subject to the following terms and conditions:
  - (a) Base Rent for Parcel 8-F-1-B shall be \$1.67 per square foot per annum, payable monthly in equal installments together with the monthly rent payment for Parcel 8-F-1. The Base Rent shall be subject to an adjustment in the same manner and on the same adjustment dates as the Base Rent for Parcel 8-F-1.
  - (b) The use of the Parcel 8-F-1-B property is limited to:

i. property identification signage for Parcel 8-F-I, its lessee, agents and tenants; and

ii. landscaping and irrigation.

(c) The City shall have the right to terminate the leasehold for Parcel 8-F-I-B, without cause, and in the sole discretion of its City Manager, upon at least ninety (90) days advance written notice to Lessee in the manner provided in the Lease Agreement for giving notice. Upon Lessee's receipt of a notice of termination as provided herein, Lessee shall proceed to remove all improvements made by it or its agents to Parcel 8-F-I-B pursuant to this Amendment and restore the property to its original condition, all at Lessee's sole cost. All such work shall be accomplished prior to the effective date of the termination.

(d) All use of Parcel 8-F-I-B shall be in conformance with all federal, state, county and City laws, regulations and ordinances.

2. In all other respects the Lease Agreement is and remains in full force and effect in accordance with the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LESSOR:

CITY OF FORT LAUDERDALE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

LESSEE:

Rising Tide Development, LLC, a Delaware limited liability company authorized to do business in Florida

[Signature]

By: Mizzen, LLC, a Delaware limited liability company, authorized to do business in Florida, its managing member

Kristin Rutter

By: Amsdell Construction, Inc., a corporation, authorized to do business in Florida

BY: [Signature]  
TODAMSDCELL, President

STATE OF OHIO );  
COUNTY OF Cuyahoga;

The foregoing instrument was acknowledged before me this 8th day of September, 2015, by TOD AMSDELL, as President of Amsdell Construction, Inc., the Manager of Mizzen, LLC, a Delaware limited liability company, as managing member of RISING TIDE DEVELOPMENT, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He is personally known to me or has produced N/A as identification.

(NOTARY SEAL)

Ashlee M. Gonzales  
Notary Public, State of OHIO  
Ashlee M. Gonzales  
Printed Name:



ASHLEE M GONZALES  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
November 06, 2016  
Recorded In  
Lorain County

My commission number is: N/A  
My commission expires: 11/6/2016

EXHIBIT A  
SKETCH AND LEGAL DESCRIPTION



# McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301  
PHONE (954) 763-7611 \* FAX (954) 763-7615

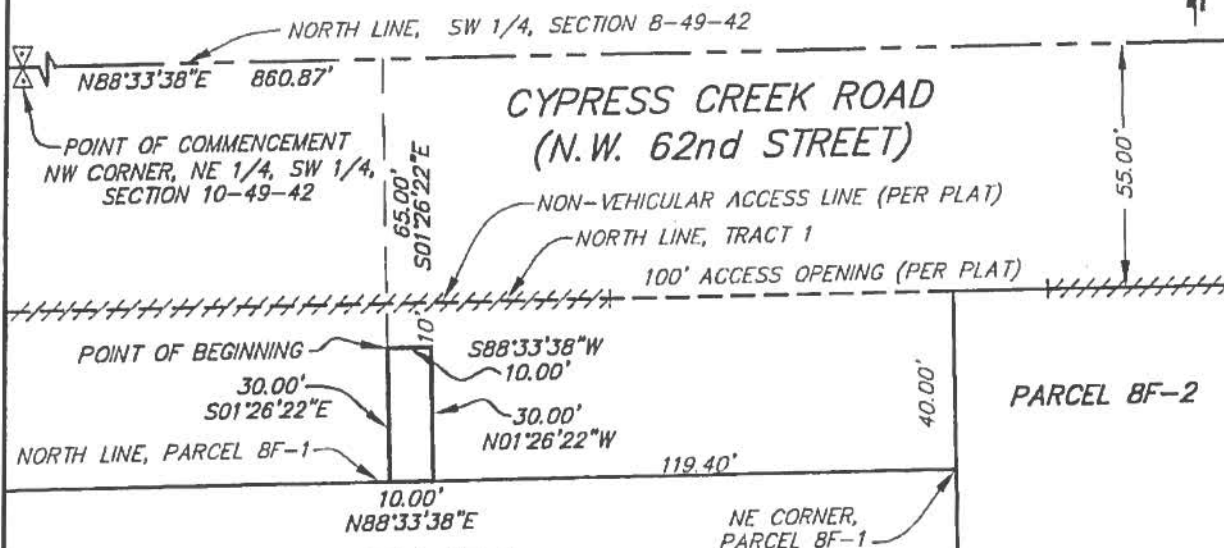
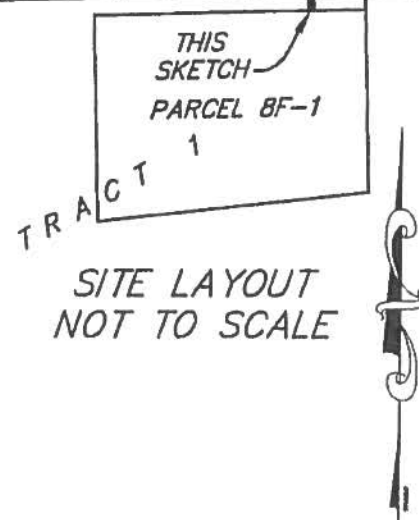
SCALE 1" = 40'

## SKETCH AND DESCRIPTION EASTERLY SIGN & LANDSCAPE EASEMENT - PARCEL 8F-1 FORT LAUDERDALE EXECUTIVE AIRPORT SHEET 1 OF 2 SHEETS

### LEGAL DESCRIPTION:

A portion of Tract 1, F-X-E PLAT, according to the plat thereof, as recorded in Plat Book 119, Page 4, of the public records of Broward County, Florida, in Section 8, Township 49 South, Range 42 East, Broward County, Florida, more fully described on Sheet 2 of 2 Sheets.

CYPRESS CREEK ROAD (N.W. 62nd STREET)



PARCEL 8F-1  
A PORTION OF TRACT 1,  
F-X-E PLAT  
(PLAT BOOK 119, PG. 4, B.C.R.)

### CERTIFICATION

Certified Correct. Dated at  
Fort Lauderdale, Florida this  
8th day of May, 2015.

### NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown refer to record plat (119/4) and assume the North line of Tract 1, as North 88°33'38" East.

McLAUGHLIN ENGINEERING COMPANY

*J. M. McLaughlin Jr.*  
JAMES M. McLAUGHLIN JR.  
Registered Land Surveyor No. 4497  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. v-0252

CHECKED BY: JST  
C: \JMMjr\2015\v0252 (EASE)



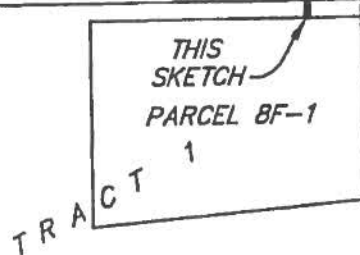
**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301  
PHONE (954) 763-7611 \* FAX (954) 763-7615

SCALE 1" = 40'

CYPRESS CREEK ROAD (N.W. 62nd STREET)

**SKETCH AND DESCRIPTION  
EASTERLY SIGN & LANDSCAPE  
EASEMENT - PARCEL 8F-1  
FORT LAUDERDALE EXECUTIVE AIRPORT  
SHEET 2 OF 2 SHEETS**



**SITE LAYOUT  
NOT TO SCALE**

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Commencing at the Northwest corner of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 8; thence North 88°33'38" East, on the North line of the Southwest one-quarter (SW 1/4) of said Section 8, a distance of 860.87 feet; thence South 01°26'22" East, a distance of 65.00 feet to the Point of Beginning; thence continuing South 01°26'22" East, a distance of 30.00 feet; thence North 88°33'38" East, on the North line of Parcel 8F-1 of the Fort Lauderdale Executive Airport, a distance of 10.00 feet; thence North 01°26'22" West, a distance of 30.00 feet; thence South 88°33'38" West, a distance of 10.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 300 square feet or 0.0069 acres more or less.

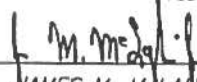
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**NOTES:**

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McLAUGHLIN ENGINEERING COMPANY

  
JAMES M. McLAUGHLIN JR.  
Registered Land Surveyor No. 4497  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr \_\_\_\_\_

JOB ORDER NO. v-0252 \_\_\_\_\_

CHECKED BY: JST \_\_\_\_\_  
C: \JMMjr\2015\v0252 (EASE)