

④ ✓ 9/25/15 ①

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Sixth Amendment to the Lease Agreement with Rising Tide Development, LLC-Parcels 8-F-1 and 8-F-1A at Fort Lauderdale Executive Airport**

Approved Comm. Mtg. on: 9/16/15 CAM #: 15-1130 ITEM #: _____

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

- Pres +
2 wit +
Notary
Goal

1) City Attorney's Office: Approved as to Form # 4 Originals and Delivered to City Manager on _____

DJ Williams-Persad 

2) City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED ☐ YES ☐ NO

Capital Investment / Community Improvement Projects

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, 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, real.

3) Mayor: Please sign as indicated and forward 4 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) City Clerk: Retains one original and forwards 2 original documents to:

(Donna Varisco, TAM/FXE X 4982)

☒ Original Route form and 1 original to DJ Williams-Persad, CAO

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Coat

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DJ Williams-Persad 

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED ☐ YES ☐ NO
Capital Investment / Community Improvement Projects

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, 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, real.

3) **Mayor:** Please sign as indicated and forward 4 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original and forwards 2 original documents to:
(Donna Varisco, TAM/FXE X 4982)

☒ Original Route form and 1 original to DJ Williams-Persad, CAO

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

THIS IS A SIXTH AMENDMENT TO LEASE AGREEMENT, entered into on this 16th
day of September, 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. 15-202, 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.

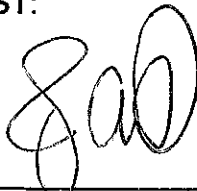
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

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

CITY OF FORT LAUDERDALE

By  for
LEE R. FELDMAN, City Manager

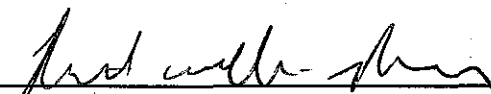
ATTEST:



JEFFREY A. MODARELLI
City Clerk

(CORPORATE SEAL)

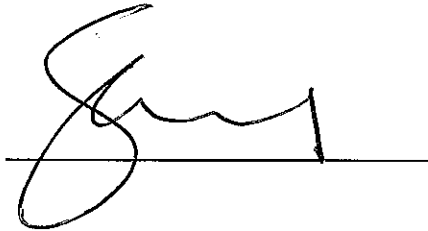
Approved as to form:



DIANSJHAN WILLIAMS-PERSAD
Assistant City Attorney

WITNESSES:

LESSEE:





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

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

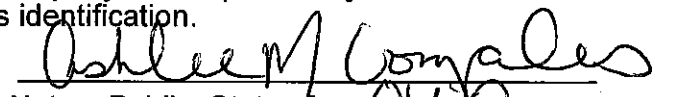
By: Amsdell Construction, Inc., a corporation, authorized to do business in Florida

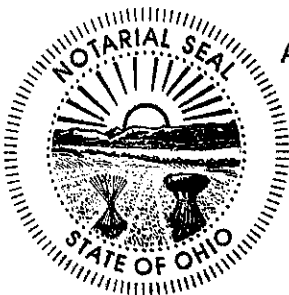
BY: 
TODAMSDell, President

STATE OF OHIO)
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 20th 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)


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

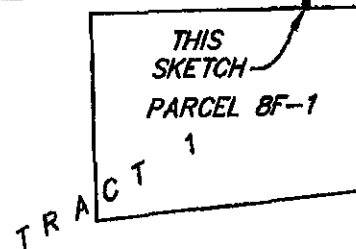
LB#285

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'

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

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 as follows:

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.

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

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\0252 (EASE)