

(2) ✓ 1/6/15 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Fifth Amendment to Lease Agreement

Date: December 31, 2015

CCM: 11/17/2015 CAM 15-1447 Item: CRA-2 ☐ Not a Commission Item

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

City Attorney's Office: Approved as to Form 2 Originals

Assistant City Attorney: LS

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.

2) **City Manager:** Please sign as indicated and forward 2 originals to Mayor.

3) **Mayor:** Please sign as indicated and forward 2 originals to Clerk

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original copy and forwards 1 original document to: Shaniece ext. 5036

☒ Original Route form to Shaniece at ext. 5036

ORIGINAL

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment entered into this 5th day of January, ²⁰¹⁶~~2015~~ to a Lease Agreement (the "Lease") dated May 15, 2003 by and between:

Fort Lauderdale Community Redevelopment Agency, a corporate and politic body of the State of Florida, hereinafter referred to as the "Lessee",

and

SIXTH STREET PLAZA, INC., a Florida corporation, and debtor in bankruptcy, hereinafter referred to as the "Lessor".

RECITALS

Whereas, the parties entered into a Lease date May 15, 2003 as, amended by that First Amendment dated September 27, 2005, by that Second Amendment dated May 17, 2007, by that Third Amendment dated July 8, 2008 and by that Fourth Amendment dated September 16, 2015 for property located at 914 N.W. 6th Street, Fort Lauderdale, Florida;

Whereas, the terms of the Lease expired as of August 31, 2015 and the United States, Bankruptcy Court, Southern District of Florida, Case No. 15-18168 JKO entered an order on August 6, 2015 allowing the parties to extend the term of the lease for three (3) months;

Whereas, the Lease will expire as of November 30, 2015 and the parties desire to extend the term of the Lease for three (3) months;

Whereas, the City Commission approved the extension of the Lease as amended on November 17, 2015.

TERMS

Now, therefore, in consideration of the foregoing, the parties hereby agree as follows:

1. The Recitals are true and correct and incorporated in this Amendment and Lease as if fully set forth herein.
2. The term of the Lease is extended for three (3) months starting December 1, 2015 and ending February 29, 2016.
3. Unless modified herein, all other terms and conditions of the Lease, as amended, remain unchanged.

1/1/80

1/1/80

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this
the 5th day of January, 2015/2016.

LESSEE

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson
[Witness print/type name]

H. Skouridoulas
Haterina Skouridoulas
[Witness print/type name]

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

John P. "Jack" Seiler
John P. "Jack" Seiler, Chairman

Lee R. Feldman
Lee R. Feldman, Executive Director

Approved as to form:

Lynn Solomon
Lynn Solomon, Assistant City Attorney

WITNESSES:

Rene Poletz
Rene Poletz
[Witness print/type name]

LESSOR:

SIXTH STREET PLAZA INC., a Florida corporation

John C. Halliday III
John C. Halliday III
[Print/type name and title]
Court Appointed Receiver

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18th day of December, 2015, by John C. Halliday III, as Receiver of SIXTH STREET PLAZA, INC., a Florida corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Jennifer Bravo
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Jennifer Bravo
Name of Notary Typed, Printed or Stamped

My Commission Expires:



Commission Number

L:\LS\SIXTH STREET PLAZA\FIFTH AMENDMENT TO LEASE