



City Manager's Office

ITEMS FOR CITY CLERK - FILING

TODAY'S DATE:

CAM # 16-0363

ITEM # CM-3

CCM: 03/15/2016

Assigned to: **Wendy Gonyea**

Title of Document for Signature: **First Amendment to Lease (Prosecutor's Lease)**

Date of Doc.: **April 15, 2016**

Document received from: **Shaniece**



RECORDED/ORIGINAL DOCUMENT TO CLERK

Rejection/Questions/Additional Information Request:

Comments/Tracking Information:

CITY CLERK
2016 APR 22 PM 5:18

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**Amendment**") is made on this 15th day of April, 2016, between **Harare Development, Inc.**, a Florida corporation (the "**Landlord**") and **City of Fort Lauderdale**, (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties under that certain Agreement of Lease dated May 2, 2011 (the "**Lease**");

WHEREAS, pursuant to the Lease, Landlord leased to Tenant and Tenant leased from Landlord, Suite 503 (see attached Exhibit A), deemed to consist of approximately 2,246 square feet located at 600 South Andrews Building, 600 S. Andrews Avenue, Ft. Lauderdale, FL 33301 (the "**Premises**");

WHEREAS, Landlord and Tenant wish to modify the Lease in accordance with the terms and conditions set forth in this Amendment and amend the Lease accordingly. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

NOW, THEREFORE, for and in consideration of the Lease, the mutual covenants contained herein and the consideration set forth herein, the Lease shall be amended as follows:

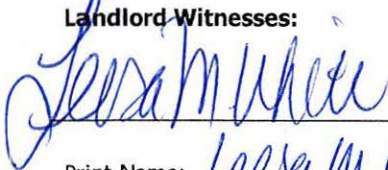
1. Term: The Term shall be modified to include the period commencing on June 1, 2016 and ending on May 31, 2021.
2. Rent: For the period commencing on June 1, 2016 and ending on May 31, 2017, the Rent shall be modified to \$3,750.00 per month plus sales tax (if applicable). Commencing June 1, 2017 and each year thereafter, rent shall increase by CPI or three percent (3%), whichever is less.
3. Time of the Essence: Time is of the essence with respect to all provisions of this Amendment.
4. Conflicting Provisions: If any provisions of this Amendment conflict with any of those of the Lease, then the provisions of this Amendment shall govern.
5. Remaining Lease Provisions: Except as stated in this Amendment, all other viable and applicable provisions of the Lease as amended shall remain unchanged and continue in full force and effect throughout the Term.
6. Binding Effect: Landlord and Tenant ratify and confirm the Lease pursuant to the terms hereof and agree that it shall bind and inure to the benefit of the parties, and their respective successors, assigns and representatives as of the date first stated.
7. Counterparts: This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument. Tenant expressly agrees that if the signature of Landlord and/or Tenant on this Amendment is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, or email), then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.


Signatures on following page

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In WITNESS WHEREOF, the parties have signed their hands, affixed their seals, and caused this Amendment on the date first written above:

Landlord Witnesses:


Print Name: Leesa M. White


Print Name: John M. Aoready

Landlord:

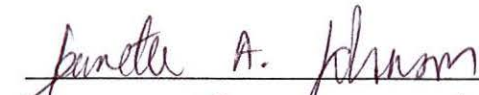
Harare Development, Inc.,
a Florida corporation

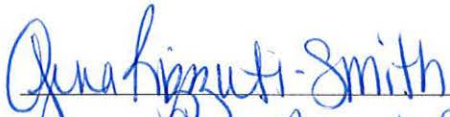
By: 

Print Name: Dennis Udwin

Print Title: President

Tenant Witnesses:


Print Name: Jeanette A. Johnson


Print Name: Gina Rizzuti-Smith

Tenant:

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

By: 

Print Name: John P. "Jack" Seiler

Print Title: Mayor

By: 

Print Name: Lee R. Feldman

Print Title: City Manager

Attest:

By: 

Print Name: Jeffrey A. Modarelli

Print Title: City Clerk

Approved as to form:

By:



Print Name: Lynn Solomon

Print Title: Assistant City Attorney

EXHIBIT A

Floor Plan

