

**FIRST AMENDMENT  
TO  
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered this 18<sup>th</sup> day of August, 2015 by and between:

**105 N.E. 3<sup>RD</sup> STREET, LLC**, a Florida limited liability company, whose principal place of business is 105 N.E. Third Street, Suite B, Fort Lauderdale, FL 33301, its successors and assigns (hereinafter, "LESSOR")

and

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, its successors and assigns (hereinafter, "LESSEE")

**RECITALS**

A. On March 19, 2013, LESSOR and LESSEE entered a Lease Agreement for the Demised Premises (hereinafter, "Underlying Lease Agreement.")

B. Upon execution of the Underlying Lease Agreement LESSEE, pursuant to Paragraph 4.01.3 of Underlying Lease Agreement, was responsible for maintenance of the exterior grounds of the Real Property among other related matters.

C. LESSOR was of the opinion that the standard of maintenance was not sufficient while the LESSOR was of the opinion that the standards of maintenance was sufficient under the terms of the Lease.

D. The parties agreed to compromise their differences by lessor being henceforth responsible for maintenance of the exterior grounds under Paragraph 4.01.3, in exchange for which the monthly rent owed by LESSEE to LESSOR shall be increased by three hundred (\$300.00) and no/100 dollars.

NOW, THEREFORE, in consideration of the mutual covenants contained here, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

- 1. The foregoing recitals are true and correct.**
- 2. Paragraph 4.01.3 of the Lease Agreement is hereby amended to read as follows:**

4.01.3. Relative to the maintenance of the exterior grounds of the Real Property, ~~LESSOR LESSEE~~ shall cut the grass ~~2X per month~~ no less frequently than twice per month and trim the hedges every other month ~~at LESSEE's sole cost and expense~~. LESSOR shall fertilize the grass, hedges and ground cover on a quarterly basis and shall also provide lawn related pest control on a quarterly basis at LESSOR'S sole cost and expense. LESSOR shall also be responsible for planting and maintenance of the annuals along 3<sup>rd</sup> Street and replace the plant material in those certain rectangular planters located in the building's entryway at LESSOR'S sole cost and expense. LESSEE shall pay LESSOR an additional \$300.00 per month rent in exchange for LESSOR performing the amended landscape obligations set forth above.

**3. Paragraph 2.01, Rent Calculations, of the Lease Agreement is hereby amended to read as follows:**

#### 2.01 RENTAL CALCULATION

The LESSEE agrees to pay to LESSOR, without demand, set-off or deductions, a fixed minimum rent (the "Rent") in accordance with the following schedule:

During the first twelve (12) months of this Lease, the Rent shall be as follows:

Rent: \$3,832.50 per month, plus state sales tax of 6% to the extent required by law.

Effective the 1<sup>st</sup> day of August, 2015, rent shall be \$4,065.90 per month.

Effective the 1<sup>st</sup> day of September, 2015, rent shall be \$4,365.90, reflecting a \$300.00 per month increase over the base August, 2015 rent of \$4,065.90.

4. This First Amendment to Lease Agreement shall be in full force and effect upon (a) execution of the First Amendment by LESSOR and LESSEE.

5. In the event and to the extent that there is any conflict between the terms and conditions of the Lease Agreement and the terms and conditions of this First Amendment to Lease Agreement, then the terms and conditions of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Lease Agreement.

6. In all other respect, the parties ratify and confirm the underlying Lease Agreement between LESSOR and LESSEE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as required by the law on the day and year first above written.

**AS TO LESSOR:**

Signed and delivered in the presence of:

105 NE 3<sup>rd</sup> STREET, LLC,  
a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Vernon Pierce, Managing Member

Print name \_\_\_\_\_

\_\_\_\_\_

Print name \_\_\_\_\_

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by **Vernon Pierce**, Managing Member of 105 NE 3<sup>rd</sup> STREET, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**AS TO LESSEE:**

WITNESS AS TO LESSEE:

THE CITY OF FORT LAUDERDALE,  
a municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Jeff Modarelli,  
Senior Assistant City Clerk

Approved as to form:

\_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2015, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number