

## **SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT (this “**Second Amendment**”) is made to be effective as of the 2 day of August, 2019 (the “**Effective Date**”), by and between the City of Fort Lauderdale, a Florida municipal corporation (“**Lessor**”), and Las Olas SMI, LLC, a Delaware limited liability company (“**Lessee**”).

### **WITNESSETH:**

**WHEREAS**, the Lessor is the owner in fee simple of certain uplands located at 201 South Birch Road in the City of Fort Lauderdale, Broward County, Florida and the leasehold owner of certain submerged sovereign land located at 240 E. Las Olas Circle in the City of Fort Lauderdale, Broward County, Florida (collectively, the “**Existing Marina Premises**”).

**WHEREAS**, Lessor and Lessee executed that certain Ground Lease Agreement dated April 30, 2018 which was amended on or around April 2, 2019 by that certain First Amendment to Ground Lease Agreement (collectively the “**Lease**”) whereby Lessor leased to Lessee the Existing Marina Premises.

**WHEREAS**, this Second Amendment was negotiated pursuant to the authority expressly conferred by the Fort Lauderdale City Commission (the “**City Commission**”) on or about October 5, 2016 as revised on October 18, 2016 by Resolutions No. 16-175 and No. 16-180 (the “**Resolutions**”), which authorized the negotiation of the Lease subject to the approval of the terms and conditions by the City Commission.

**WHEREAS**, pursuant to Section 8.09 of the City Charter, the City Commission and proper City officials were authorized, empowered and directed to execute the Lease by adoption of Resolution No. 17-154 during a Public Hearing at its Regular Meeting held on July 11, 2017.

**WHEREAS**, in accordance with Section 8.09 of the City Charter, a Public Hearing was held before the City Commission during a Regular Meeting of the City Commission held on July 9<sup>th</sup> 2019 for the purpose of permitting citizens and taxpayers the opportunity to review this proposed Second Amendment and object to the execution, form or conditions of this proposed Second Amendment; and

**WHEREAS**, by approval of the City Commission, proper City officials were authorized, empowered and directed to execute this Second Amendment by adoption of Resolution No. 19-141 during a Public Hearing at its Regular Meeting held on July 9<sup>th</sup>, 2019.

**WHEREAS**, Lessor and Lessee desire to make such other changes to the Lease as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (collectively, the “**Parties**”), intending to be legally bound, hereby agree as follows:

1. Recitals; Defined Terms. The above Recitals are true and correct and are incorporated into this Second Amendment. Capitalized terms used in this Second Amendment and not defined herein shall have the meanings ascribed to them in the Lease. All references in the Lease to "the Lease" or "this Lease" or similar references shall be references to the Lease as amended from time to time, including by this Second Amendment.

2. Amendments to the Lease.

Construction of Improvements. The definition of Plans set forth in Section 8.1 of the Lease shall be modified to replace the rendering previously approved by the Commission under Resolution 16-180 and attached to the Lease as Exhibit B (referred to as "C-3") with the Site Plan previously submitted to the City in accordance with the ULDRs as Case # R18018 attached hereto ("Site Plan") as Exhibit 1-A ("Alternate Proposal Site D"). For avoidance of doubt, the Alternate Proposal Site D shall be subject to further modification in accordance with the review and approval of the Site Plan by the City and its applicable subdivisions as provided in the Lease and other applicable Governmental Regulations including the ULDRs.

3. Ratification. Other than with respect to the amendments to the Lease contained or referred to in this Second Amendment, which shall supersede any contrary or inconsistent terms of the Lease, this Second Amendment does not modify, change or amend the Lease, and such Lease, as so amended, is hereby reinstated, ratified, and shall remain in full force and effect and the Lease shall be interpreted and construed accordingly.

4. Counterpart Execution. This Second Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument, but, in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

(Signature pages to follow)

EXECUTED as of the day, month and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE,  
a municipal corporation of the State of Florida

Donna Varisco

Donna Varisco

Print Name

Mary J. Matthews

Mary J. Matthews

Print Name

By

Christopher Lagerbloom  
Christopher Lagerbloom, City Manager

(SEAL)

ATTEST:

Jeffrey A. Modarelli  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:  
Alain Boileau, City Attorney

By

James Brako  
James Brako, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2 day of August, 2019, by Christopher Lagerbloom, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

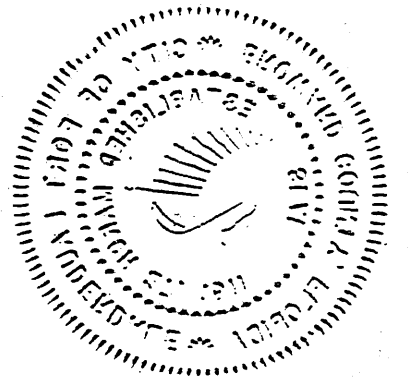
(SEAL)



Gina Rizzuti-Smith  
Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped


☒ Personally Known




FLORIDA DEPARTMENT OF TRANSPORTATION  
FLORENCE  
1001 N. W. 10th Ave.  
Tallahassee, Florida 32304




WITNESSES:

  
Andrew Schein  
Print Name

  
Nicole M. Kesler  
Print Name  
(SEAL)

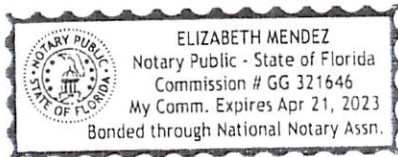
LAS OLAS SMI, LLC,  
a Delaware limited liability company

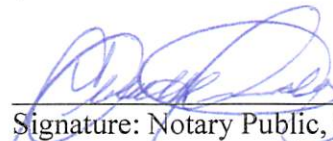
By   
Name: DAVID FELLER  
Title: MANAGER

STATE OF FLORIDA :  
COUNTY OF BRAVARD :

The foregoing instrument was acknowledged before me this 18 day of  
July, 2019, by DAVID FELLER, in his capacity as  
Manager of Las Olas SMI, a Delaware limited liability company.

(SEAL)



  
Signature: Notary Public, State of Florida  
Elizabeth Mendez  
Name of Notary Typed, Printed or Stamped



JOINDER AND CONSENT OF THE FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY TO THE SECOND AMENDMENT TO GROUND  
LEASE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE  
AND LAS OLAS SMI, LLC,


The undersigned agency hereby joins and consents to the Lease.

AGENCY:

Fort Lauderdale Community  
Redevelopment Agency

By   
Christopher Lagerbloom, Exec. Director

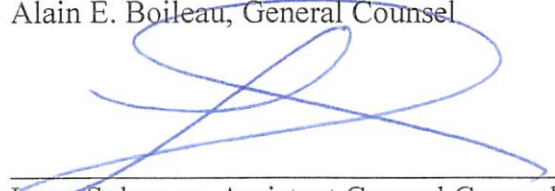
WITNESSES:

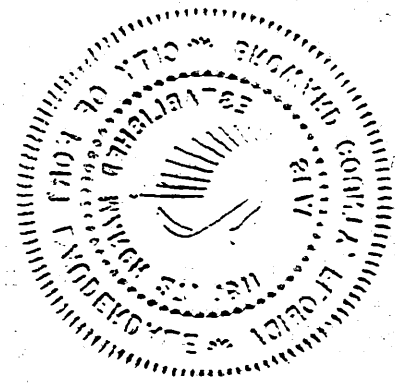
  
Mary J. Matthews  
Print Name

ATTEST:

  
Jeffrey A. Modarelli, CRA Secretary

APPROVED AS TO FORM:  
Alain E. Boileau, General Counsel

  
Lynn Solomon, Assistant General Counsel



**Exhibit "1-A"**

**Alternate Proposal - Site D**

**(See Attached)**



Drawing Name: C:\Programs\PD117123 Lee Clay North ED\A\nc01\_DRC Sub-7287106-LO1.01-ALL FUN.dwg 10-1-01 May 10, 2018 8:15am by: jcmr



## Exhibit 1-A





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2 LG  
8/2/19

Today's Date: 7/22/2019

DOCUMENT TITLE: Second Amendment to Ground Lease

COMM. MTG. DATE: 7/11/2017 CAM #: 17-0867 ITEM #: PH-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Sierra / Ext. 5598

CIP FUNDED: ☐ YES ☐ NO

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, or 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, or real.

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/22/2019 JB  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna Varisco/CMO/X5013 Date: 8/1/19

4) City Manager's Office: CMO LOG #: Aug. 1 Date received from CCO: 8/1/19  
Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☒

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT \_\_\_\_\_ (Initial/Date) R. KERR \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to ☐ Mayor ☒ CCO Date: 8/2/19

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains \_\_\_\_\_ original and forwards 1 original(s) to: Luisa Agathon / City Managers Office / Ext. 5271 (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO Original Route form to CAO

**\*\*PLEASE EMAIL AN EXECUTED COPY TO SONIA SIERRA \*\*\***