

AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("**First Amendment**") is dated to be effective as of the _____ day of _____, 2020 and entered by and between Summerwind Properties, LLC, a Florida Limited Liability Company, whose principal address is [REDACTED] (hereinafter "**Landlord**"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("**Tenant**" or "**City**").

Background

WHEREAS, City and Landlord entered into that certain amended and restated Lease Agreement with an Effective Date of September 1, 2015, (CAM #15-1025, as supplemented, amended or modified from time to time, collectively, the "**Lease**"), pertaining to the Leased Premises, as such premises are further described in the Lease; and

WHEREAS, City exercised its first of three renewal options by written notice to Landlord on May 12, 2020, extending the Term of the Lease for five (5) years to September 1, 2025; and

WHEREAS, City and Landlord desire to enter into this First Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and City agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Term.** Section 2 of the Lease is hereby amended to add the following language at the end of the section with the following termination language: City is granted the right to terminate the Lease after year four (4) of the renewal term in the event a new City Police Department Headquarters is constructed by providing Landlord with one hundred twenty (120) days prior written notice. If the City's termination occurs between the period of the beginning of year four (4) of the renewal term and five (5) months thereafter, City shall pay an early termination fee equal to three (3) months Base Rental. If the City's termination occurs in the sixth (6th) month of year four (4) of the renewal term, the City shall pay an early termination fee equal to two (2) months Base Rental. City shall not be required to pay an early termination fee for termination of the Lease occurring after month six (6) of year four (4) of the renewal term.
4. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Landlord do hereby ratify and confirm the Lease, as modified herein. This First Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.

5. **Conflict.** If any of the provisions of this First Amendment conflict with the Lease, then this First Amendment shall control.
6. **Effectiveness.** This First Amendment shall not be effective until it is executed by and delivered to both City and Lessor.
7. **Authority.** City and Lessor each warrant to the other that the person or persons executing this First Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this First Amendment.
8. **Notices.** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:

City of Fort Lauderdale Attorney's Office
Attention: Real Estate
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

(b) If to the Tenant at:

Conrad J. Boyle, Reg. Agent

██████ ██████████
████████████████████

with a copy to:

Gregg E. Wallick, Manager

██████ ██████████
████████████████████

[Signature Pages to Follow]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

**LESSOR: SUMMERWIND PROPERTIES, LLC, a
Florida limited liability company**

WITNESSES:

[_____]Print Name

Gregg E. Wallick, Manager

[_____]Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Gregg E. Wallick, as Manager of Summerwind Properties, LLC, a Florida Limited Liability Company.

Notary Public signature

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

[AS TO CITY]

WITNESSES:

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

[Witness Print Name]_____

By: _____
Dean J. Trantalis, Mayor

[Witness Print Name]_____

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

Jeffery A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau

By: _____
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☐ physical presence or ☐ online, this ____ day of _____, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____