

## AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("**First Amendment**") is dated to be effective as of the 5th day of JUNE, 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 (6<sup>th</sup>) month of year four (4) of the renewal term and three (3) months thereafter, 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 nine (9) 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  
[REDACTED]  
[REDACTED]

with a copy to:

Gregg E. Wallick, Manager  
[REDACTED]  
[REDACTED]

[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:

Dale E. Eby  
[ DALE E. EBY ] Print Name

LESA Thompson  
[ LESA Thompson ] Print Name

Gregg E. Wallick  
Gregg E. Wallick, Manager

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5<sup>th</sup> day of June, 2020, by Gregg E. Wallick, as Manager of Summerwind Properties, LLC, a Florida Limited Liability Company.

Rosalee L. Tucker  
Notary Public signature

Rosalee L. Tucker  
Name of Notary Typed, Printed or Stamped



ROSALEE L. TUCKER  
Commission # GG 111633  
Expires October 5, 2021  
Bonded Thru Budget Notary Services


Personally Known X OR Produced Identification \_\_\_\_\_

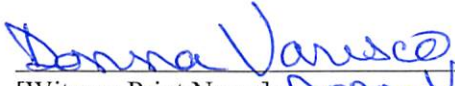
Type of Identification Produced \_\_\_\_\_




[AS TO CITY]

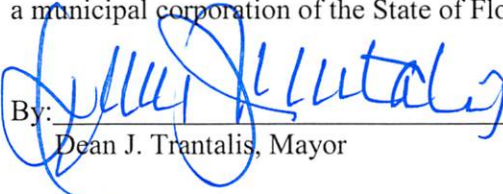
WITNESSES:

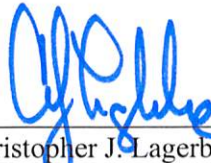
  
[Witness Print Name] Scott Wyman

  
[Witness Print Name]: Donna Varisco

ATTEST:   
Jeffery A. Modarelli, City Clerk

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

By:   
Dean J. Trantalis, Mayor

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

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 15<sup>th</sup> day of July, 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

Lynette LaShawn McIntosh  
Name of Notary Typed, Printed or Stamped

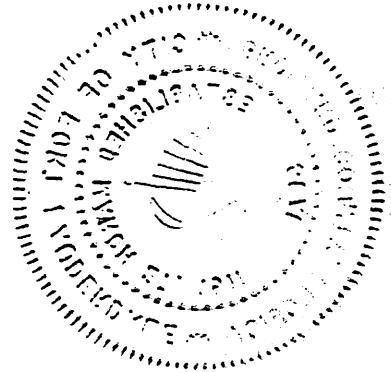


Personally Known ☒ OR Produced Identification ☐

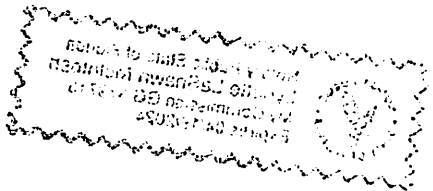
Type of Identification Produced \_\_\_\_\_

6.0111.1111

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Albany



Handwritten signature

not for original stamp

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online,  
this 17 day of July, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort  
Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

David R. Solomon  
Notary Public Signature

David R. Solomon  
Name of Notary Typed, Printed or Stamped



David R. Solomon  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933295  
Expires 3/14/2024

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_



## DOCUMENT ROUTING FORM

Today's Date: 7/8/2020

**\*\*ADDRESS NEEDS TO  
BE REDACTED FOR  
SAFETY REASONS. \*\***

2L 7/20/2020

DOCUMENT TITLE: Amendment 1 to Lease Renewal for Between Summerwind Properties, LLC (Landlord) and COFL (Tenant)

COMM. MTG. DATE: 7/7/2020 CAM #: 20-0499 ITEM #: CM-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia EXT 5598 Action Summary attached: ☒ YES ☐ NO

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.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/14/2020 James Brako  
Attorney's Name

JB  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 7/15/2020

3) City Manager's Office: CMO LOG #: Jul 43 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ ROB HERNANDEZ ☐ TARLESHA SMITH ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER DCM: R. Hernandez \_\_\_\_\_ (Initial/Date) PER ACM: T. Smith \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

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

Forward \_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 7/17/2020

### INSTRUCTIONS TO CITY CLERK'S OFFICE

5) City Clerk: Forward \_\_\_ originals to CAO for **FINAL APPROVAL** Date: \_\_\_\_\_

6) CAO forwards \_\_\_ originals to CCO Date: \_\_\_\_\_

7) City Clerk: Scan original and forwards 2 originals to: Luisa Agathon Ext. 5271 - CM Off.

\*\*\*\* Please Email a scan of completely executed Amendment to ssierra@fortlauderdale.gov

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to CAO

CAO # 20-0576