

**FIRST AMENDMENT TO LEASE AGREEMENT
FIRE STATION NO. 8**

THIS FIRST AMENDMENT TO LEASE AGREEMENT FIRE STATION NO. 8 ("First Amendment"), dated this 20th day of October, 2020, is by and between the City of Fort Lauderdale, a Florida municipality, ("LESSOR"), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Fort Lauderdale Fire and Safety Museum, Inc., a Florida not for profit corporation, ("LESSEE"), whose principal address is 1022 West Las Olas Boulevard, Fort Lauderdale, Florida, 33312.

WHEREAS, the LESSOR and the LESSEE entered into a Lease Agreement Fire Station No. 8 dated December 28th, 2005, ("Lease"); and

WHEREAS, the LESSOR and the LESSEE wish to amend the Lease as provided in this First Amendment;

NOW, THEREFORE, the LESSOR and the LESSEE agree as follows:

1. All undefined capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Lease.

2. Effective October 1, 2018, subject to and conditioned on the LESSOR'S budget appropriation and the availability of funds for this purpose,

a.) the first sentence of Section 3.5 of the Lease is amended to provide as follows:

LESSEE agrees to pay all charges for rent, gas, electricity or other illumination, heating, air conditioning, storm water utility fees, and other similar service charges attributed to the Leased Premises.;

b.) subsection 3.6(a) of the Lease is amended to provide as follows:

All taxes, assessments, garbage rates and charges, public utility charges, excise levies, licenses and permit fees;

and

c.) the LESSOR agrees to pay reasonable charges for water, sewer, and associated connection fees, attributed to the Leased Premises.

3. All other provisions of the Lease shall remain unchanged and in full force and effect.

4. In the event any term, clause, or provision of this First Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, then the provisions of

this First Amendment not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue in full force and effect.

IN WITNESS WHEREOF, the LESSOR and the LESSEE execute this First Amendment as follows.

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli, City Clerk

By: _____
Dean J. Trantalis, Mayor

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

Approved as to form:

Assistant City Attorney

WITNESSES:

Fort Lauderdale Fire and Safety Museum, Inc.

Signature

By: _____
Nate D.E. Morris, President

Print Name

Signature

Print Name

ATTEST:

(CORPORATE SEAL)

Debra Flowers, Secretary

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Nate D.E. Morris as President for Fort Lauderdale Fire and Safety Museum, a Florida not for profit corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____