

FIRST AMENDMENT TO THE LEASE AGREEMENT

This is a First Amendment to the LEASE AGREEMENT dated September 15, 2016, (herein "Lease,") made and entered into this _____ day of _____ 2021, by and between:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, a body public and corporate established under the laws of Florida, 110 E Broward Boulevard, Suite 1610, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "DDA"),

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSEE" or "CITY").

WITNESSETH:

WHEREAS, the DDA and the CITY entered into a Lease on September 15, 2016 for purposes of CITY assuming operations, maintenance, and management of the Huizenga Plaza (hereinafter "Park" or "Leased Premises"); and

WHEREAS, in accordance with Section 2.1., LESSEE shall have the option to renew the term of Lease for three (3) additional five (5) year terms; and

WHEREAS, both DDA and CITY are in mutual agreement to renew the Lease; and

WHEREAS, in accordance with Section 2.4., CITY provided written notification to DDA of its intention to exercise such renewal option; and

WHEREAS, the parties desire to renew the Lease for an additional term of five (5) years with an effective date, pursuant to Section 2.2., of September 1, 2021; and

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, DDA and CITY agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. The term of the Lease shall be extended for an additional five (5) year term with a commencement date of September 1, 2021.
3. The First Amendment to the Lease shall be effective upon full execution by the parties.

4. The First Amendment to the Lease may be fully executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.
5. In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and the First Amendment to the Lease, the terms and provisions of this First Amendment to the Lease shall control to the extent of any such conflict or ambiguity.
6. The terms and conditions of the Lease is hereby ratified and shall remain in full force and effect, except as specifically amended by the First Amendment to the Lease.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Lease: DDA, through its Board of Directors, signing by and through its President and CEO, authorized to execute same by Board action on June 10, 2021, and City duly authorized to execute same.

AS TO LESSOR:

DDA

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FORT LAUDERDALE,
through its BOARD OF DIRECTORS

By _____
Jenni Morejon, President & CEO
____ day of _____, 20____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by means of ☐ physical presence or ☐ online notarization by JENNI MOREJON, PRESIDENT & CEO of DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, a special taxing district established by State Legislature. (SEAL)

Signature: Notary Public, State of Florida

☐

Personally Known

☐

Type of Identification _____

Name of Notary Typed, Printed or Stamped

AS TO LESSEE:

**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

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain Boileau, City Attorney

Lynn Solomon, ESQ.
Assistant City Attorney