

## AMENDMENT TO PUBLIC PURPOSE LEASE AGREEMENT

Item/Segment No.	:	RWMS FM # 230337-1
State Project No.	:	86010-2112
Federal Project No.	:	N/A
State Road No.	:	5 (US 1)
County	:	Broward
Excess Parcel No.	:	1877

This Amendment to the Lease Agreement (Agreement) made and entered into on January 12, 1999, and amended on May 23, 2002, by and between the State of Florida Department of Transportation hereinafter called the "LESSOR" and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter called the "LESSEE".

WITNESSETH:

**WHEREAS**, the parties entered into an Agreement dated January 12, 1999, for a portion of Department-owned property known as "Riverwalk" to be used as a park-like area for a twenty-year term; and

**WHEREAS**, the Agreement was amended on May 23, 2002, extending the lease term to forty (40) years beginning January 12, 1999, and ending January 11, 2039 and allowing one additional forty (40) year term; and

**WHEREAS**, the leased property is now being renovated for the Kinney Tunnel Rehabilitation project to create a pedestrian plaza on top of existing tunnel and adding a deck extension of useable space, Project 439714-1; and

**WHEREAS**, the parties desire to work collaboratively during the construction project; and

**WHEREAS**, the parties desire to modify the lease as provided below:

**NOW THEREFORE**, for and in consideration of mutual benefits, the parties covenant and agree as follows:

The Kinney Tunnel Rehabilitation project (hereinafter "the project") necessitates the temporary suspension of the lease occupancy provisions including the removal of certain Lessee property; Lessor agrees to provide a minimum of sixty (60) day notice to Lessee for the removal of any property and the vacating of the premises in this regard.

1. Lessee and Lessor mutually agree to revise Exhibit "A" of the Agreement. This amendment reduces the leased property by 1,500 SF as described in Revised Exhibit "A" attached.
2. The Lessee shall be responsible for removing any and all improvements from the leased property within sixty (60) days from the Lessor's notification, except as otherwise provided below.
3. The Lessee shall not be allowed to occupy the leased property while construction is underway; however, Lessee may return as soon as the Lessor gives notice when the Lessee may re-occupy the leased property. Construction is scheduled to commence on or about January 1, 2022.
4. The Lessee shall not store any items or personal property on Department-owned property. Such items and personal property shall be stored off-site at the expense of the Lessee.
5. The Lessee shall be responsible for any expenses related to the removal of all items and personal property from the leased property. Lessee is also responsible for any expenses related to the return of all items and personal property.
6. All storage expenses shall be the responsibility of the Lessee.

7. Nothing in this amendment shall be deemed to constitute a waiver of sovereign immunity by either party.
8. This lease is subject to all utilities remaining in place and in use or relocated at the expense of the Lessee.
9. Lessee acknowledges that the leased property cannot be and is not being used for site plan approval in conjunction with any development order, permits, or any other governmental requirements.
10. Any changes in the use of or improvements/alterations made on or to the leased property shall require a permit issued from Department's Permits Office and/or a lease amendment, as applicable. Department will advise Lessee of the appropriate document upon request.
11. In addition to Section 9(a), the following terms apply: "Lessee acknowledges that Lessor owns the property as right of way for roadway purposes, and that if such a need should present itself at any time, Lessor may terminate this lease with a 60-day written notice. However, Lessor shall not be responsible for the loss of any grant, donation, endowment, subsidy, or allotment upon termination of the lease."
12. Lessee shall not obtain any grant, award, donation, endowment, subsidy, or allotment, on, over, or including the leased property for any reason, including approval of site plans for development of the property adjacent to, or part of, the leased property without prior written approval from Lessor. Written approval may be provided by letter, or email between the parties. If as a result of the terms of the lease, including termination of the lease, Lessee shall suffer losses or damages under any grant, award, subsidy or allotment applied for or received by Lessee for the leased property, Lessor shall not be liable for such losses or damages. Lessee hereby releases Lessor of and from any and all manner of actions, causes of action, suits, claims and demands whatsoever, in law or in equity, which Lessee may have against Lessor, its agents, administrators, managers, officers, employees and representatives, relating or arising from such losses or damages suffered by Lessee. Lessor does not endorse the legality of any grants, awards, donation, endowment, subsidy, or allotment, obtained by Lessee before, or after the date of this Amendment.
13. Lessee agrees that this agreement shall not be recorded in the public records without the express written consent of the Lessor.
14. Nothing is permitted to be discharged into drains/inlets on or adjacent to the leased property, if applicable.

All other provisions, terms and conditions in the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed below and the Amendment shall be effective on \_\_\_\_\_, 20\_\_\_\_.

*[SIGNATURES ON NEXT PAGE]*

CITY OF FORT LAUDERDALE By:

\_\_\_\_\_  
Name: Dean J. Trantalis

Title: Mayor                      Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Christopher J. Lagerbloom, ICMA-CM  
  
Title: City Manager                      Date: \_\_\_\_\_

Legal Review:  
Alain E. Boileau, City Attorney

\_\_\_\_\_  
Lynn Solomon, Esq.  
Assistant City Attorney  
  
ATTEST

SEAL

\_\_\_\_\_  
Name: Jeffrey A. Modarelli,  
Title: City Clerk      Date: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Gerry O'Reilly, P.E.

Title: District Four Secretary

ATTEST:

\_\_\_\_\_  
Signature    (Seal)

Name: Alia E. Chanel

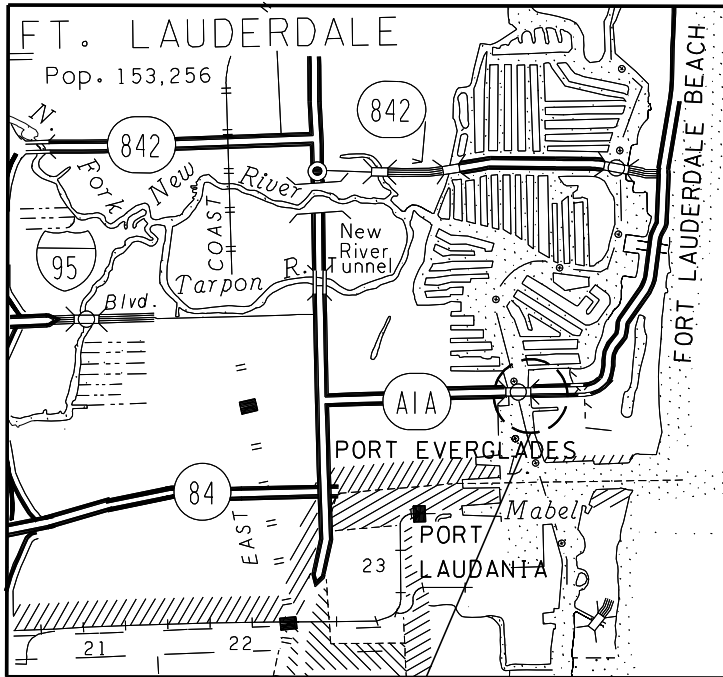
Title: Executive Secretary

Legal Review:

\_\_\_\_\_  
Signature

Name: Elizabeth Quintana

Title: Senior Attorney



## REVISED EXHIBIT "A"


### LEGEND

B	= BASELINE
C	= CENTERLINE
EXIST.	= EXISTING
F.P.	= FINANCIAL PROJECT
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
RGE.	= RANGE
SEC.	= SECTION
S.R.	= STATE ROAD
STA.	= STATION
TWP.	= TOWNSHIP
SF	= SQUARE FEET

PARCEL LOCATION

VICINITY MAP  
NOT TO SCALE

### GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON N 01°29'49" W OF THE BASELINE OF SURVEY AS SHOWN ON THE RIGHT OF WAY MAP FOR STATE ROAD NO. 5 (FEDERAL HIGHWAY) SECTION 86010-2112, SHEET 1 OF 2.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4.  HATCHED AREA TO BE LEASED = 26,329 SF +/-

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING  
3400 WEST COMMERCIAL BLVD.  
FT. LAUDERDALE, FL 33309  
(954) 777-4560

VAULT\RW\MAPPING\ LEASE PARCELS\BROWARD\86010-2112\RWPS2

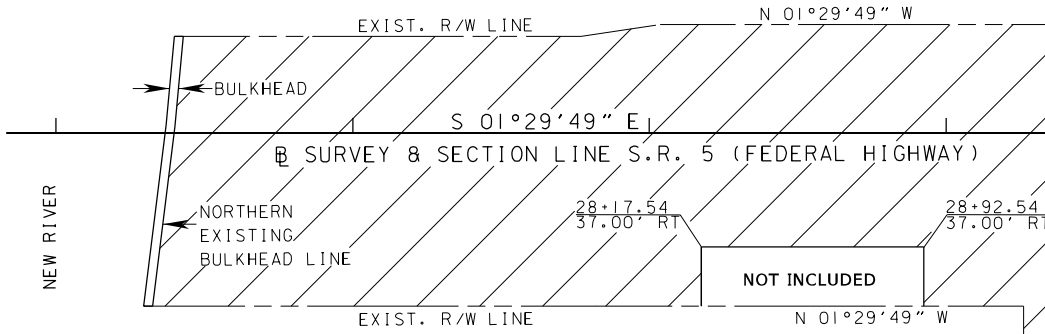
				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY	
				STATE ROAD NO. 5 (FEDERAL HIGHWAY)	
				BROWARD COUNTY	
		BY	DATE	PREPARED BY:	SCALE:
		DRAWN	BAIN	09/18/20	FDOT DISTRICT 4
		CHECKED	RODRIGUEZ	09/18/20	F.P. NO.
				SECTION 86180-2522 CAM # 210465	
				SHEET 1 OF 3	
				Exhibit 2	

**REVISED EXHIBIT "A"**

SEC. 10, TWP. 50 S., RGE. 42 E.  
SEC. 11, TWP. 50 S., RGE. 42 E.

**CITY OF FORT LAUDERDALE**

**BURNHAM'S SUBDIVISION**  
P.B. 15, PG. 29



**RE-SUBDIVISION OF BLOCK A EDGEWATER**  
P.B. 2, PG. 6

VAULT\IRWMAPPING\LEASE PARCELS\BROWARD\86010-2112\IRWPS2

FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFIC PURPOSE SURVEY				STATE ROAD NO. 5 (FEDERAL HIGHWAY)					BROWARD COUNTY		
					BY	DATE	PREPARED BY: FDOT DISTRICT 4		SCALE: 1"=50'		
				DRAWN	BAIN	09/18/20					
	REVISION	BY	DATE	CHECKED	RODRIGUEZ	09/18/20	F.P. NO.		SECTION 86010-2112	SHEET 2 OF 3	

## REVISED EXHIBIT "A"

All of the Right of Way of State Road No. 5 (Federal Highway) as shown on the Florida Department of Transportation Right of Way Map for Section 86010-2112, bounded on the South by the Northern existing bulkhead line of the New River and on the North by the westerly projection of the existing South Right of Way line of S.R. 842 (Las Olas Boulevard), less 20.00 feet more or less lying westerly of the existing East Right of Way line between Baseline of Survey Stations 28+17.54 and 28+92.54. Said lands situate in the City of Fort Lauderdale, Broward County, Florida, lying in Sections 10 and 11, Township 50 South, Range 42 East, Broward County, Florida.

Containing 26,329 square feet, more or less.

I hereby certify that this sketch and legal description was prepared under my direction and that they are in compliance with the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17.050-052 of the Florida Administrative code, pursuant to Section 472.027 of the Florida Statutes.

  
Jeffrey D. Smith  
Florida Professional Surveyor

9/18/20

Date \_\_\_\_\_

Florida Professional Surveyor and Mapper No. 4805  
Florida Department of Transportation.

This sketch and legal description or copies thereof is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.



VAULT\RWMAPPING\ LEASE PARCELS\BROWARD\86010-2112\RWPS2

			FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY			
			STATE ROAD NO. 5 (FEDERAL HIGHWAY)			BROWARD COUNTY
			BY	DATE	PREPARED BY: FDOT DISTRICT 4	SCALE: N/A
			DRAWN	BAIN	09/18/20	
REVISION	BY	DATE	CHECKED	RODRIGUEZ	09/18/20	F.P. NO. SECTION 86010-2122 SHEET 3 OF 3

CAM # 21-0465

Exhibit 2

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