

R-2013-018  
2-6-2013

FOURTH AMENDMENT TO LEASE OF REAL PROPERTY

between

CITY OF HOLLYWOOD, FLORIDA

and

BROWARD COUNTY

1. FOURTH AMENDMENT TO LEASE OF REAL PROPERTY

and deemed as being incorporated herein by this reference as though set forth in full hereunder. between

2. The Lease CITY OF HOLLYWOOD, FLORIDA

and

3. In the event of any conflict or ambiguity between this Amendment and the Lease, the parties BROWARD COUNTY shall control.

4. Except as modified herein, all terms and conditions contained within the  
This is a Fourth Amendment to the Lease of Real Property between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as LANDLORD) and BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as TENANT), collectively referred to the PARTIES.

6. The Lease, as amended and confirmed. WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into a Lease of Real Property, dated August 17, 1993 for the lease of 2500 square feet in the South Beach Community Center, located at 1301 S. Ocean Drive, in the City of Hollywood, County of Broward, State of Florida (the "Premises"); and

WHEREAS, the Lease was amended by the Amendment to the Lease of Real Property, dated July 7, 1998, and the Second Amendment to the Lease of Real Property, dated June 10, 2003, and the Third Amendment to the Lease of Real Property, dated June 10, 2008; and

WHEREAS, the term of the Lease expires on June 30, 2013; and

WHEREAS, TENANT has requested in writing that the Lease be extended for another five (5) year period pursuant to Paragraph 15 of the Lease; and

WHEREAS, pursuant to Resolution No. R-2013-018, the City Commission authorized the execution of this Fourth Amendment to Lease of Real Property; and

WHEREAS, LANDLORD and TENANT agree that these changes shall be made a part of the Lease of Real Property, dated August 17, 1993, as amended, and all provisions shall be incorporated herein by reference; NOW THEREFORE

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1. The recitals set forth in the preamble to this amendment are true, accurate and deemed as being incorporated herein by this reference as though set forth in full hereunder.
2. The Lease is hereby extended for a five (5) year period from July 1, 2013 to June 30, 2018.
3. In the event of any conflict or ambiguity between this Amendment and the Lease, the parties hereto hereby agree that this document shall control.
4. Except as modified herein, all terms and conditions contained within the Lease, shall remain in full force and effect and are incorporated herein by this reference.
5. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
6. The Lease, as amended, is hereby ratified and confirmed.
7. Multiple originals of the Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to Lease of Real Property: CITY OF HOLLYWOOD, FLORIDA, signing by and through its Mayor, duly authorized to execute same, and BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 9<sup>th</sup> day of April, 2013.

LANDLORD

CITY OF HOLLYWOOD, FLORIDA,

ATTEST:

Patricia A. Cury  
City Clerk

By: Bob Bohn

, Mayor

Dated: 19 day of Feb, 2013.

APPROVED AS TO LEGAL FORM:

/  
, City Attorney

Dated: 2/19/13

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF HOLLYWOOD, FLORIDA ONLY

BY: Jeffrey Shifflet

CITY ATTORNEY

FOURTH AMENDMENT TO LEASE OF REAL PROPERTY BETWEEN CITY OF HOLLYWOOD AND BROWARD COUNTY.

TENANT

ATTEST:



for Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners


BROWARD COUNTY, by and through its  
BOARD OF COUNTY COMMISSIONERS

By:   
Mayor or Vice-Mayor

9<sup>th</sup> day of April, 20 13

Approved as to Insurance  
Requirements by  
RISK MANAGEMENT DIVISION

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By:  3/5/13  
(Date)

Risk Management Division

Jacqueline A. Binns

Risk Insurance and

Contracts Manager

By:  3/11/13  
Noel M. Pfeffer (Date)  
Deputy County Attorney

