



**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR LAKE LAUDERDALE, JOINT PARK SITE**

This Second Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and the City of Fort Lauderdale, a municipal corporation ("City"), whose address is 101 Northeast 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301. County and City are referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. On May 21, 1985, the Parties entered into a lease agreement ("1985 Lease"), whereby City leases certain real property ("Property") from County for use as a public park known as Mills Pond Park.

B. The 1985 Lease was amended by a First Amendment, dated January 11, 1996 ("First Amendment"), to update the master plan for the park site to provide that a portion of the Property may be utilized as a batting cage facility, miniature golf course, family entertainment center, and associated concession facilities for public recreation purposes.

C. Upon receipt of the City's written request for a lease extension and pursuant to a notice dated October 3, 2014, the County agreed to extend the term of the 1985 Lease for two (2) successive five (5)-year periods, which said term commenced on May 22, 2015, and is scheduled to terminate on May 21, 2025, subject to and conditioned upon the same terms and conditions outlined in the 1985 Lease, as amended ("Lease Renewal").

D. The 1985 Lease, the First Amendment, and the Lease Renewal are collectively referred to as the "Agreement."

E. The Parties now desire to enter into this Amendment to extend the term of the Agreement for an additional one (1) year period and modify certain notice requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").

3. Except as modified in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. Amendments made to Article 5.2 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Article 5.2 of the Agreement is hereby amended as follows:

5.2 County hereby grants to CITY the right to renew this lease upon the expiration of said initial term for two (2) successive five (5)-year periods, by giving written notice to COUNTY no later than one hundred twenty (120) days prior to the end of the initial or pervious term **("Renewal Term")**. **Following the end of the Renewal Term, the Lease shall automatically renew for an additional period of one (1) year, terminating on May 21, 2026, upon the same terms and conditions as provided in this Lease.**

5. Article 8 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

NOTICES:

In order for notice to a party to be effective under this Lease, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Real Property and Real Estate Development
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

And:

Broward County Natural Resources Division
115 South Andrews Avenue, Room 329-H
Fort Lauderdale, Florida 33301
Attention: Monica Pognon
E-mail Address: mpognon@broward.org

And:

Broward County Parks and Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33301
Attention: Dan West
E-mail Address: DanWest@broward.org

Notice to City:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Attention: Rickelle Williams
E-mail Address: RickelleWilliams@fortlauderdale.gov

With a copy to:

Interim City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301
Attention: D'Wayne M. Spence
E-mail Address: DSpence@fortlauderdale.gov

And:

Parks and Recreation Director
City of Fort Lauderdale
701 S. Andrews Avenue
Fort Lauderdale, Florida 33316
Attention: Carl Williams
E-mail Address: CWilliams@fortlauderdale.gov

6. This Amendment is hereby incorporated into the Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.

7. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10. The Parties represent and warrant that this Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Amendment is within each Party's legal powers, and each individual executing this Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

[Remainder of this page is intentionally left blank. Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 ____ day of _____, 2025, and the City of Fort Lauderdale, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Reno V. Pierre (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
Second Amendment – Lease Agreement Mills Pond Park
04/14/2025
iManage#: 1162836v1

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FOR LAKE LAUDERDALE, JOINT PARK SITE**

CITY

ATTEST:

By:

David Soloman
City Clerk (SEAL)

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Dean J. Trantalis, Mayor

____ day of _____, 20____

By: _____
Rickelle Williams,
City Manager

____ day of _____, 20____

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney