

**SECOND AMENDMENT TO REAL ESTATE LEASE**

**THIS SECOND AMENDMENT TO REAL ESTATE LEASE** (this “Second Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between **FEC ROW, LLC** (f/k/a FDG Flagler Station II LLC), a Delaware limited liability company (“Lessor” or “Railway”), and **CITY OF POMPANO BEACH**, a municipal corporation existing under the laws of the State of Florida (“Lessee”).

**RECITALS:**

**WHEREAS**, Lessor’s, predecessor in interest, Florida East Coast Railway, L.L.C., a Florida limited liability company, and Lessee entered into that certain Real Estate Lease effective as of January 23, 2002<sup>1</sup> (the “Original Lease”), as amended by that certain Amendment to Real Estate Lease by and between Lessor and Lessee dated as of September 22, 2014 (the “First Amendment”, which together with the Original Lease are hereinafter collectively referred to as the “Lease”) with respect to five (5) parcels of land lying within Section 35, Township 48 South, Range 42 East, Broward County, Pompano Beach, Florida, as more particularly described in the Lease as the Leased Premises; and

**WHEREAS**, the First Amendment provides that Rent (as defined in the First Amendment) for the Current Term (as defined in the First Amendment) is calculated by multiplying a rate of \$0.08 per square foot of the Leased Premises used for landscaping, and a rate of \$1.17 per square foot of the Leased Premises used for hard improvements (collectively, the “Rates”), based on the proposed uses for each parcel of the Leased Premises for landscaping and hard improvements; and

**WHEREAS**, the First Amendment also provides that in the event any portion of the Leased Premises used for landscaping is used for hard improvements and/or any portion of the Leased Premises used for hard improvements is used for landscaping, the Rent shall be calculated using the Rates, as same may have been adjusted by the CPI (as defined in the First Amendment) for a Renewal Term (as defined in the First Amendment); and

**WHEREAS**, Lessee wishes to change the use of Parcel F (as more particularly described in the Lease) of the Leased Premises from 27,099 square feet of landscaping and 24,000 square feet of asphalt, to 14,934 square feet of landscaping and 36,165 square feet of asphalt, and therefore, Lessee and Lessor wish to amend the Lease to adjust the Rent based on the new uses for Parcel F pursuant to the terms and conditions hereinafter set forth in this Second Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and convenience contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Second Amendment as if fully rewritten herein.

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<sup>1</sup> The parties hereby acknowledge and agree that the first paragraph of the recitals of the First Amendment (as hereinafter defined) had a scrivener’s error and incorrectly referred to the date of the Original Lease as January 14, 2002. The correct effective date of the Original Lease is January 23, 2002.

2. Defined Terms. Any terms used in this Second Amendment as defined terms, but which are not defined herein, shall have the meanings attributed to those terms in the Lease.

3. Parcel F. Exhibit A of the Lease is hereby amended by restating the parenthetical in the last sentence of the legal description of Parcel F of the Leased Premises as follows:

“(approximately 14,934 sf of landscaping and 36,165 sf of asphalt),”

4. Rent. Section 2(1) of the Lease is hereby amended by providing that effective as of the Effective Date of this Second Amendment, the Rent for the Current Term, based on the proposed uses for each parcel of the Leased Premises for landscaping and hard improvements as more particularly described in Exhibit B of the Lease (as amended by this Second Amendment) for each parcel, is as follows:

<u>Leased Premises</u>	<u>Annual Rent</u>	<u>Monthly</u>
Parcel A	\$11,556.00	\$ 963.00
Parcel B	\$ 4,954.00	\$ 413.00
Parcel E	\$ 1,941.00	\$ 162.00
Parcel F	\$43,512.00	\$3,626.00
Parcel G	\$ 1,288.00	\$ 107.00
	<b><u>Annual Total</u></b>	<b><u>Monthly Total</u></b>
	<b>\$63,251.00</b>	<b>\$5,271.00”</b>

5. Security Deposit. The Lease is hereby amended by adding this new Section 30 to the Lease:

“30. Security Deposit

Upon the execution of this Second Amendment by Lessee, and prior to the execution of this Second Amendment by Lessor, Lessee shall remit to Lessor a security deposit in the amount of \$2,500.00 in cash or certified check or cashiers check (the “Security Deposit”). The Security Deposit represents security for the faithful performance and observance by Lessee of each and every term of this Lease. Lessor may apply all or part of the Security Deposit to any unpaid Rent as set forth in Section 2(1) of this Lease or any other charges due from Lessee under this Lease, or to cure any other default of Lessee. The Security Deposit shall not constitute liquidated damages. If Lessor uses any part of the Security Deposit, Lessee shall restore the Security Deposit to its full amount within ten (10) days after notice from Lessor. No interest shall accrue to or for the benefit of Lessee on the Security Deposit. Lessor shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Lessor shall not be obligated to return the Security Deposit to Lessee upon the expirations or earlier termination of the Lease unless and until all of the following events occurs: (i) the payment in full of all Rent and other chargers due pursuant to the Lease and (ii) compliance with the terms and conditions of Sections 13 and 14 hereof including, without limitation, the repair of any and all damage to the Leased Premises.”

6. Authority. Lessor and Lessee affirm and covenant that each has the authority to enter into this Second Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Second Amendment.

7. Provisions of Amendment Control. To the extent the provisions of this Second Amendment are inconsistent with the Lease, the terms of this Second Amendment shall control.

8. Force and Effect. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

9. Successors and Assigns. The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

10. Counterparts. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Second Amendment shall be deemed an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**FEC ROW, LLC**, a Delaware limited  
liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*As to Lessor*

**CITY OF POMPANO BEACH**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_, Mayor

Print Name: \_\_\_\_\_  
*As to Lessee*

By: \_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_, City Clerk

(SEAL)

Approved As To Form:

\_\_\_\_\_, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day pf \_\_\_\_\_, 2017 by \_\_\_\_\_, as Mayor, \_\_\_\_\_, as City Manager and \_\_\_\_\_, as City Clerk, all of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

## EXHIBIT A

### *LEGAL DESCRIPTION OF LEASED PREMISES*

**Parcel A:** Commencing at the northeast corner of Lot 12, re-subdivision of Lot 15 of subdivision of Section 35, Township 18 South, Range 42 East, according to the plat thereof as recorded in Plat Book B, Page 76 of the public records of Miami-Dade County, Florida; thence north  $89^{\circ} 08' 41''$  east along the north line of said Lot 12 and its westerly extension thereof, 372.88 feet to a point on a line lying 100 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 also being the west right-of-way of the Florida East Coast Railway and the point of beginning; thence south  $13^{\circ} 47' 47''$  west, along said parallel line 132.59 feet; thence departing said parallel line, north  $87^{\circ} 48' 58''$  west, 25.52 feet to a point on a line lying 75 feet east of and parallel with said east right-of-way line of Dixie Highway; thence north  $13^{\circ} 47' 47''$  east along said parallel line, 885.33 feet to a point on curve being concave to the southwest (a radial line from said point bears south  $33^{\circ} 43' 05''$  west); thence departing said parallel line southerly and southwesterly along the arc of said curve having a radius of 42.00 feet, a central angle of  $53^{\circ} 35' 52''$ , and an arc distance 39.29 feet to a point on a line lying 100 feet east of and parallel with said east right-of-way line of Dixie Highway and the west right-of-way line of the Florida East Coast Railway right-of-way; thence south  $13^{\circ} 47' 47''$  west, along said parallel lines, 719.16 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 21,829 square feet (approximately 12,829 sf landscaping and 9,000 sf asphalt), more or less.

**Parcel B:** Sub-Parcel #1  
Commencing at the northeast corner of Lot 12, re-subdivision of Lot 15 of subdivision of Section 35, Township 18 South, Range 42 East, according to the plat thereof as recorded in Plat Book B, Page 76 of the public records of Miami-Dade County, Florida; thence south  $89^{\circ} 08' 41''$  west along the north line of said Lot 12 and its westerly extension thereof, 440.40 feet to a point on a line lying 25 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 and the west right-of-way of the Florida East Coast Railway as shown in the City of Pompano Beach, FLA office of City Engineer Map No. 74, also being the point of beginning; thence south  $13^{\circ} 47' 47''$  west, along said parallel lines 126.28 feet to a point on a curve being concave to the northeast (a radial line from said point bears north  $20^{\circ} 48' 58''$  east); thence departing said parallel line, westerly, northwesterly, and northerly along the arc of said curve having a radius of 36.00 feet, a central angle of  $47^{\circ} 43' 54''$ , and an arc distance of 29.99 feet to a point on the east right-of-way of said Dixie Highway and the west right-of-way of the Florida East Coast Railway; thence north  $13^{\circ} 47' 47''$  east along said east-west lines 544.51 feet to a point hereinafter referred to as Reference Point 'A'; thence departing said east-west lines and on the easterly line of Sub-Parcel #2 the following four (4) courses and distances:

- 1) north  $26^{\circ} 27' 41''$  east, 32.26 feet;
- 2) thence north  $18^{\circ} 15' 13''$  east, 11.41 feet;

- 3) thence north  $14^{\circ} 19' 16''$  east, 254.56 feet to a point on a curve, (a radial line from said point bears south  $78^{\circ} 15' 14''$  east);
- 4) thence northerly and northeasterly along the arc of said curve having a radius of 32.61 feet; a central angle of  $58^{\circ} 48' 19''$ , and an arc distance of 33.47 feet to a point lying 25 feet east of and parallel with the east right-of-way line of said Dixie Highway and the west right-of-way line of the Florida East Coast Railway;

Thence south  $13^{\circ} 47' 47''$  west along said parallel line, 759.01 feet to the point of beginning.

TOGETHER WITH:

Sub-Parcel #2

Beginning at the aforementioned Reference Point 'A', point of beginning #2:

Thence north  $13^{\circ} 47' 47''$  east on the east right-of-way line of Dixie Highway (State Road 811) as shown on the Florida Department of Transportation right-of-way map Section 86170-2503 and the west right-of-way of the Florida East Coast Railway as shown in the City of Pompano Beach, FLA office of City Engineer Map No. 74, a distance of 325.83 feet; thence north  $76^{\circ} 12' 13''$  east, a distance of 25.00 feet to a point on a curve on the westerly line of Sub-Parcel #1 (a radial line from said point bears south  $19^{\circ} 26' 55''$  east); thence along the westerly line of said Sub-Parcel #1 the following four (4) courses and distances:

- 1) southwesterly along the arc of said curve having a radius of 32.61 feet, a central angle of  $58^{\circ} 48' 19''$ , and an arc distance of 33.47 feet to a point of non-tangency;
- 2) thence south  $14^{\circ} 19' 16''$  west, a distance of 254.56 feet;
- 3) thence south  $18^{\circ} 15' 13''$  west, a distance of 11.41 feet;
- 4) thence south  $26^{\circ} 27' 41''$  west, a distance of 32.26 feet to the point of beginning #2.

Both said sub-parcels of land lying in the City of Pompano Beach, Broward County, Florida, and containing a total of 22,006 square feet (approximately 19,076 sf landscaping and 2,930 sf asphalt), more or less.

**Parcel E:**

Commencing at the northerly most northwest corner of Parcel "A", Summerlin's Plat, according to the plat thereof as recorded in Plat Book 139, Page 23 of the public records of Broward County, Florida; thence south  $88^{\circ} 18' 00''$  west along the westerly extension of the north line of said Parcel "A", 81.28 feet to the point of beginning on a line lying 100 feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a point on a line 100-feet east of and parallel with the west right-of-way line of the Florida East Coast Railway; thence, departing said westerly extension, south  $13^{\circ} 47' 47''$  west, along said east and west parallel line, 289.55 feet; thence departing said east and west parallel line, south  $89^{\circ} 47' 00''$  west, 12.18 feet; thence south  $14^{\circ} 47' 58''$  east, 0.45 feet; thence south  $89^{\circ} 12' 23''$  west 13.84 feet to a point on a line lying 75-feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a

point on a line 75-feet east of and parallel with the west right-of-way line of the Florida East Coast Railway; thence north  $13^{\circ} 47' 47''$  east, along said east and west parallel line, 970.79 feet; thence, departing said east and west parallel line, north  $88^{\circ} 06' 00''$  east, 19.19 feet, thence south  $01^{\circ} 40' 29''$  east, 0.70 feet; thence south  $72^{\circ} 41' 13''$  east, 6.35 feet to a point on a line lying 100-feet east of and parallel with the east right-of-way line of Dixie Highway (State Road 811) also being a point on a line 100-feet east of and parallel with the west right-of-way line of the Florida East Coast Railway; thence south  $13^{\circ} 47' 47''$  west, along said east and west parallel line, 678.54 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 24,260 square feet more or less.

**Parcel F:** That portion of the 150 foot Florida East Coast Railway right of way being bounded to the north by the westerly extension of the north right of way line of Northeast 6<sup>th</sup> Street and bounded to the south by a line lying 15.00 feet north of and parallel with the north right of way line of Northeast 3<sup>rd</sup> Street.

Less and except the westerly 100 feet of the Florida East Coast Railway right of way.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 51,099 square feet (approximately 14,934 sf landscaping and 36,165 sf asphalt), more or less.

**Parcel G:** A portion of the easterly 75 feet of the 175 foot Florida East Coast right of way, according to the Florida East Coast right of way map and track map, station 17526+81.0 to station 17632+44.4, dated December 31, 1932, last revised March 19, 1974, more particularly described as follows:

Beginning at the northwest corner of Lot 12, re-subdivision of Lot 15, according to the plat thereof, as recorded in Plat Book "B", Page 76 of the public records of Dade County, Florida; thence, south  $13^{\circ} 47' 47''$  west, along the easterly right of way line of said 175 foot Florida East Coast right of way and the west line of said Lot 12, 123.84 feet to the northerly right of way line of Atlantic Boulevard and a non-tangent curve concave to the south; thence westerly along the said northerly right of way line and the arc of said curve having a chord bearing of north  $86^{\circ} 11' 07''$  west, a radius of 1,382.69 feet, a central angle of  $04^{\circ} 18' 43''$  and an arc distance of 104.06 feet; thence, departing said northerly right of way line, north  $13^{\circ} 47' 47''$  east along a line 75 feet west of and parallel with the said easterly right of way line of the Florida East Coast Railway, 207.35 feet; thence north  $89^{\circ} 08' 41''$  east, 51.68 feet to a point on the southerly extension of the easterly right of way line of the 150 foot Florida East Coast right of way; thence north  $13^{\circ} 47' 47''$  east, along said easterly right of way line, 13.44 feet to the southerly right of way line of Northeast 1<sup>st</sup> Street; thence north  $89^{\circ} 08' 41''$  east along the said southerly right of way line of Northeast 1<sup>st</sup> Street, 25.84 feet to the easterly right of way line of the said 175 foot right of way; thence south  $13^{\circ} 47' 47''$  west along said easterly right of way line, 103.36 feet to the point of beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida, and containing 16,103 square feet (approximately 16,103 sf landscaping), more or less.



**Exhibit B**  
Broward County, Florida

REV NO	DATE	BY	DESCRIPTION
1	6/4/2013	CM	Amend. to reflect Stipulation and Joint Motion

**REVISIONS**

**FLAGLER**  
SURVEYING GROUP

FDG Flagler Station II LLC

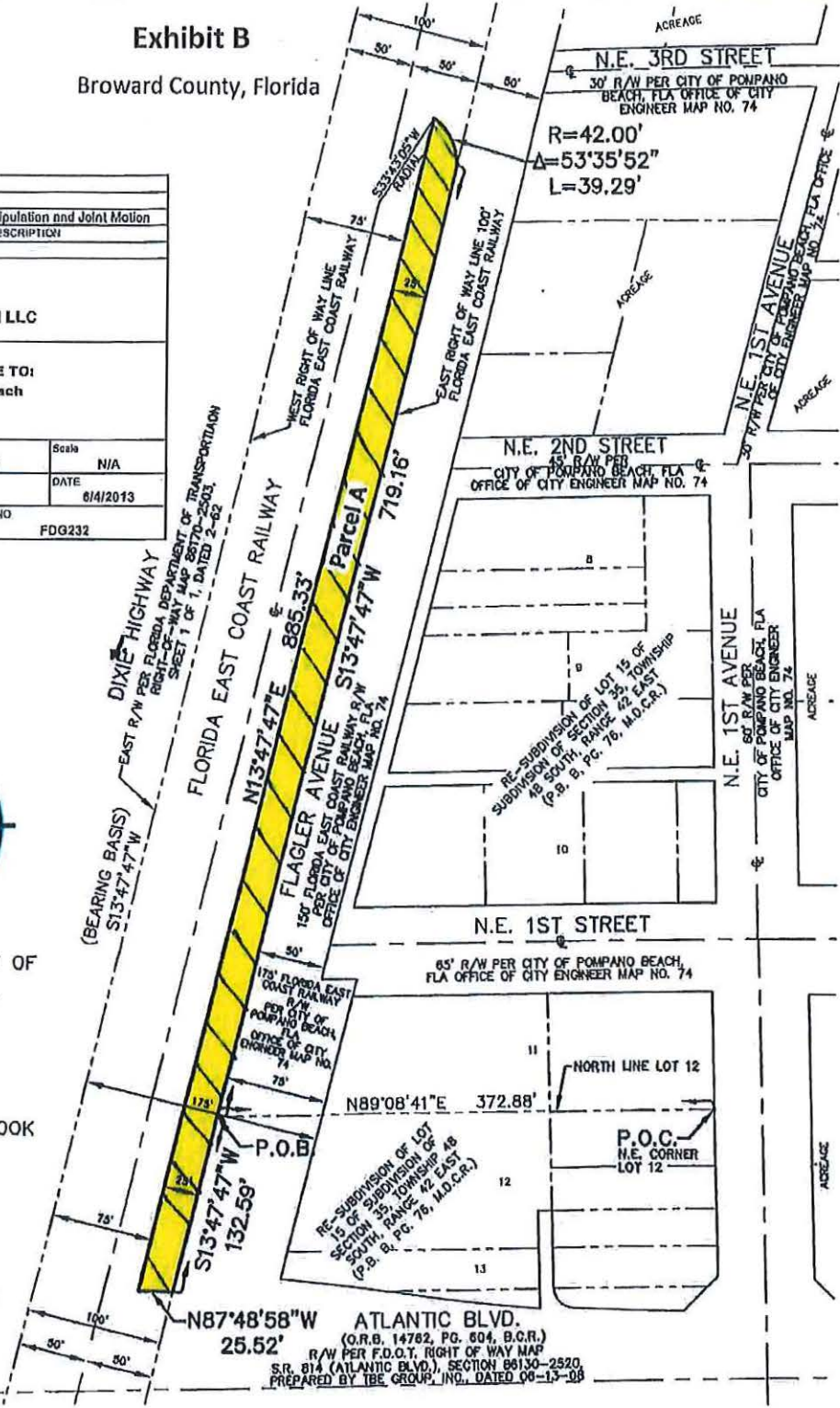
FDG LEASE OF SPACE TO:  
City of Pompano Beach

DRAWN BY	MP	Scale
City of Pompano Beach	333 + 0000'	N/A
CHECKED BY	VAL MAP	DATE
CBM	Surveys	6/4/2013
FILE NO.	DWG. NO.	
333-2-1	FDG232	



**LEGEND:**

- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- FLA. FLORIDA
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- NO. NUMBER
- 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
- S.R. STATE ROAD
- LB LICENSED BUSINESS
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- ⊕ CENTERLINE



**SKETCH & DESCRIPTION**

25.00' LANDSCAPE EASEMENT  
A PORTION OF THE FLORIDA  
EAST COAST RAILWAY  
RIGHT-OF-WAY

CITY OF POMPANO BEACH  
BROWARD COUNTY FLORIDA

**KEITH**  
ASSOCIATES INC.

consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2  
DRAWING NO. 07470.55-SK04-NORTH.dwg

DATE 05/31/11

SCALE 1"=120'

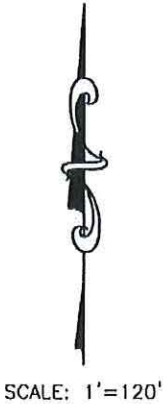
FIELD BK. N/A

DWNG. BY D.D.B.

CHK. BY M.M.M.

DATE

REVISIONS



Broward County, Florida N76°12'13"E  
25.00

Sub-Parcel #2

S14°19'16"W  
254.56'

N13°47'47"E  
325.83'

N14°19'16"E  
254.56'

S18°15'13"W  
11.41'

S26°27'41"W  
32.26'

REFERENCE POINT 'A'  
P.O.B. (2)

Sub-Parcel #1

DIXIE HIGHWAY (S.R. 811)  
RICH. R/W PER FLORIDA DEPARTMENT OF TRANSPORTATION  
SHEET 1 OF 1, DATED 2-62

Parcel B  
S13°47'47"W  
544.51'

FLORIDA EAST COAST RAILWAY  
759.01'

N20°40'50"E  
RADIAL

R=36.00'  
Δ=47°43'54"  
L=29.99'

P.O.B.

ATLANTIC BLVD.  
(O.R.B. 14762, PG. 804, B.C.R.)  
R/W PER F.O.O.T. RIGHT OF WAY MAP  
S.R. 814 (ATLANTIC BLVD.), SECTION 86130-2520,  
PREPARED BY THE GROUP, INC., DATED 06-13-08

N.E. 3RD STREET  
30' R/W PER CITY OF POMPANO BEACH, FLA OFFICE OF CITY ENGINEER MAP NO. 74

R=32.61'  
Δ=58°48'19"  
L=33.47'

N.E. 2ND STREET  
30' R/W PER CITY OF POMPANO BEACH, FLA OFFICE OF CITY ENGINEER MAP NO. 74

N.E. 1ST STREET

65' R/W PER CITY OF POMPANO BEACH, FLA OFFICE OF CITY ENGINEER MAP NO. 74

P.O.C.  
N.E. CORNER  
LOT 12

**LEGEND:**

- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- FLA. FLORIDA
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
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- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- ☒ CENTERLINE

**SKETCH & DESCRIPTION**

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RIGHT-OF-WAY

CITY OF POMPANO BEACH  
BROWARD COUNTY FLORIDA

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consulting engineers  
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(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 3 OF 3

DRAWING NO. 07470.55-SK-05B-NORTH.dwg

DATE 02/05/13

SCALE 1"=120'

FIELD BK. N/A

DWNG. BY D.D.B.

CHK. BY M.M.M.

DATE	REVISIONS
1/29/13	ADD PARCEL B
2/5/13	MISC REVISIONS

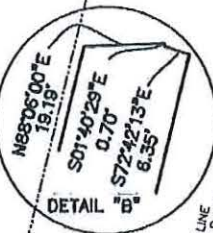
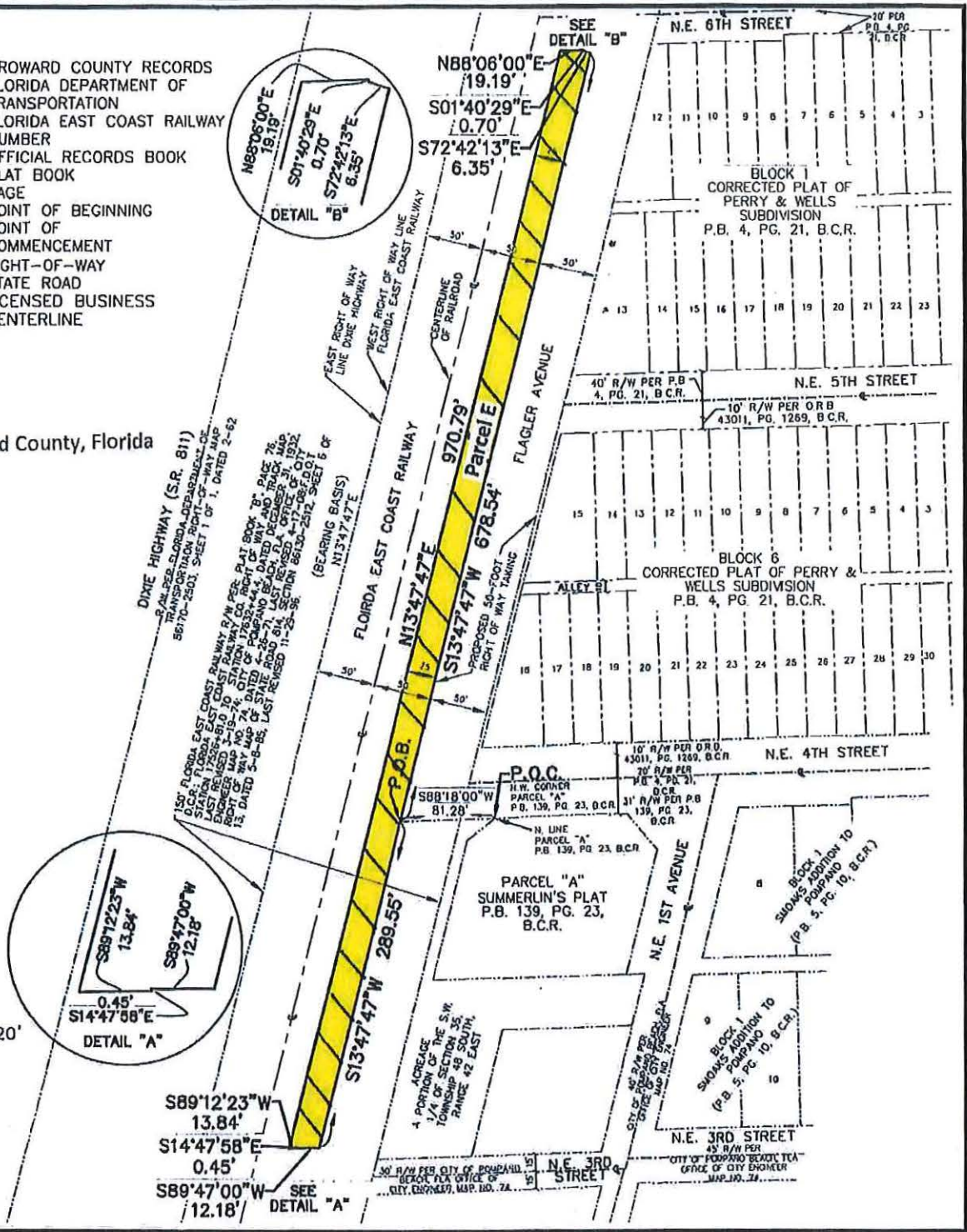
**LEGEND:**

- B.C.R. BROWARD COUNTY RECORDS
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.E.C. FLORIDA EAST COAST RAILWAY
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
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- S.R. STATE ROAD
- LB LICENSED BUSINESS
- C CENTERLINE

Broward County, Florida



SCALE: 1"=120'



**SKETCH & DESCRIPTION**

LANDSCAPE EASEMENT  
A PORTION OF THE FLORIDA  
EAST COAST RAILWAY  
RIGHT-OF-WAY

CITY OF POMPANO BEACH  
BROWARD COUNTY FLORIDA

**KEITH ASSOCIATES INC**  
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EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 07470.55-SK-08-NORTH.dwg

DATE 10/13/11  
SCALE 1"=120'  
FIELD BK. N/A  
DWG. BY D.O.B.  
CHK. BY M.M.M.

DATE	REVISIONS





