

**RUSH!**



**CITY MANAGER'S OFFICE**

**CITY MANAGER SIGNATURE REQUEST ROUTING FORM**

*1L*

Rev: 14 | Revision Date: 12/18/2025

**SECTION 1 | SUMMARY INFORMATION**

Date: 1/7/2026

Commission Agenda Item  Letter to the Commission (LTC)  Letter to External Stakeholder(s)  Other Document

Document Title/Purpose: RELATED FATVILLAGE, LLC - AGREEMENT ANCILLARY TO REVOCABLE LICENSE AGREEMENT (1 ORIGINAL) AND TRI-PARTY RLA (1 ORIGINAL)

Commission Meeting Date: 1/6/2026 CAM #: 25-1197 Item #: M-2

CAM attached:  Yes  No Action Summary Attached:  Yes  No CIP FUNDED:  Yes  No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

**SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)**

Charter Office: CAO Router Name: Jennifer Larregui Ext: 5106

Department: \_\_\_\_\_ Router Name: \_\_\_\_\_ Ext: \_\_\_\_\_

Department Approval (Director/Chief): Name \_\_\_\_\_ Init \_\_\_\_\_ Date: \_\_\_\_\_

\*Return Document To: Jennifer Larregui Department: CAO Ext: 5106

*\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: \_\_\_\_\_ Attach Certified Resolution #: N/A Original form route to CAO:  Yes  No

**THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY**

**SECTION 3 | CITY ATTORNEY'S OFFICE (CAO):** CAO signed/routed Required  Yes  No

Is the attached Granicus document final?  Yes  No Number of Originals Attached: 2

Attorney's Name: Gabrielle Bush Approved as to Form:  Yes  No Initials: GB/JL

Route to: Finance (if applicable) Date: \_\_\_\_\_ Route to: CCO Date: 1/20/26

**SECTION 4 | CITY CLERK'S OFFICE (CCO)**

City Clerk Office Receive and Scan Date: \_\_\_\_\_ Number of Originals: 1

Route to CMO Date: 01/20/26 Route to Mayor Date: \_\_\_\_\_

**SECTION 5 | CITY MANAGER'S OFFICE (CMO)**

LOG #: JANBO Date Received: 1/21/26 Received From: CCO

To CM/ACM:  R. Williams  C. Cooper  Y. Matthews  Q. Pough  B. Rogers

Approved Init.: [Signature] for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: \_\_\_\_\_ Comments: \_\_\_\_\_

CMO Executive Assistant Route to: CCO | HR | OMB | Other: \_\_\_\_\_ Date: 1/23/26 Initial: APD



Return recorded document to:  
Gabrielle Bush, Esq.  
Assistant City Attorney  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

This instrument was prepared by:  
Gabrielle Bush, Esq.  
Assistant City Attorney  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

**AGREEMENT ANCILLARY  
TO  
REVOCABLE LICENSE AGREEMENT  
("Agreement")**

THIS IS AN AGREEMENT ANCILLARY TO A REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") made and entered into this 6 day of January, 2026, by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, having a principal address of 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

and

**RELATED FATVILLAGE, LLC**, a Florida Limited Liability Company, FEI/EIN Number 37-1833012, whose principal address is 2850 Tigertail Avenue, Suite 800, Miami, FL 33133, its successors and assigns (hereinafter "LICENSEE")

## RECITALS

WHEREAS, Broward County, a political subdivision of the State of Florida (hereinafter, "COUNTY") owns the property located at 600 North Andrews Avenue, Fort Lauderdale, Florida, as more particularly described in Exhibit "1" attached hereto and made a part hereof (hereinafter, "Property"); and

WHEREAS, LICENSEE is the long term Lessee for the Property located at 600 North Andrews Avenue in the City of Fort Lauderdale, Florida; and

WHEREAS, the Property is the real property upon which LICENSEE proposes to develop a mixed use development project known as "The GALLERY at FLAGLER VILLAGE" approved by the City on April 18, 2023, pursuant to DRC Case No. UDP-S23006, as may be amended from time to time (the "Development Project"); and

WHEREAS, LICENSEE wishes to install and maintain certain Project Improvements on North Andrews Avenue in Fort Lauderdale, Florida; and

WHEREAS, North Andrews Avenue is under the jurisdiction of COUNTY; and

WHEREAS, in order to permit the improvements to be made, COUNTY requires CITY and LICENSEE to enter into a tri-party agreement with COUNTY entitled "Revocable License Agreement Between Broward County, Related Fat Village, LLC, and City of Fort Lauderdale" which is attached hereto and incorporated herein as **Exhibit "2"** (hereinafter, "RLA"); and

WHEREAS, the terms and conditions of the RLA impose responsibilities and liabilities on the CITY; and

WHEREAS, as a condition to the CITY executing the RLA, LICENSEE agrees to assume responsibilities and liabilities under this Agreement Ancillary to Revocable License Agreement (hereinafter, "Agreement"); and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion on January 6, 2026, authorized the execution of this Agreement by the proper CITY officials.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, LICENSEE and CITY agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

**2. Defined Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

*Agreement* means this Agreement Ancillary to Revocable License Agreement.

*City Manager* means CITY's Chief Executive Officer, its CITY Manager, or his or her designee.

*Contract Administrator* means the City Engineer of the CITY, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

*Day(s)*. In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Development Project* means the construction of a mixed use residential development consisting of 263 residential units and 2,394 square feet of commercial space with structured parking for 273 parking spaces, contained in a 16-story (189'-8" high) building with 379,749 square feet of gross floor area, approved on April 18, 2023, pursuant to DRC Case No. UDP-S23006. The Development Project is known by the name "The GALLERY at FLAGLER VILLAGE " and has a street address 600 North Andrews Avenue, Fort Lauderdale, Florida.

*Effective Date* means the date upon which both the fully executed RLA and this Agreement are recorded in the Public Records of COUNTY. However, RLA shall not be executed by the City until this fully executed Agreement is recorded in the Official Records of COUNTY.

*Florida Building Code* means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the COUNTY Amendments thereto.

*License Area* means that area identified as the "Revocable License Area" as set forth in the RLA, **Exhibit "2"**.

*LICENSEE* means **Related FATVillage, LLC**, a Florida Limited Liability Company, FEI/EIN Number 37-1833012, whose principal address is 2850 Tigertail Avenue, Suite 800, Miami, FL 33133, its successors and assigns.

*Permit* means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and COUNTY Administrative Amendments thereto or an Engineering Permit issued by COUNTY, or both, whichever the case may be.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

*Plans and Specifications* means the construction permit plans, specifications and details for the Project Improvements approved by the Broward County Highway Construction & Engineering Division (BCHCED) to be installed, constructed, operated, maintained, repaired and (if applicable) removed from the License Area(s). An electronic copy of the BCHCED **Project Reference No. 220526001** Plans and Specifications shall be delivered by Licensee to the City Engineer in the Development Services Department, associated with City **Revocable License Record No. ENG-RL-25100001**, prior to issuance of a Certificate of Occupancy for City **Master Permit No. BLD-CNC-22030005**. A copy of the Plans and Specifications shall be kept on file by the City Engineer and made available for review by the public on request.

*Project* means the implementation, construction, installation, operation, maintenance, repair and replacement from time to time of the Project Improvements within the designated License Area for the purpose of establishing, operating, maintaining and repairing, from time to time the Project Improvements as more particularly identified in **Exhibit "C"** to the RLA. The term *Project* also includes the ongoing obligation of maintenance and repair of the Project Improvements within the designated License Area, including reconstruction, repair or reinstallation of Project Improvements from time to time and shall also include the operational activities involved in the Project Improvements as more particularly set forth in the RLA. The term *Project* shall not include the possession, use or occupancy of the designated License Areas for any other purpose, except as expressly authorized in this Agreement. The term *Project* includes any portion thereof.

*Project Improvements* means the placement, installation, construction, fabrication, and maintenance of certain improvements within the License Area as more particularly described in **Exhibit "C"** and **Exhibit "D"** of the RLA. The term *Project Improvements* includes any portion of the License Area thereof.

*Property* means the real property identified as the "Legal Description of Burdened Property" as set forth in **Exhibit "1"** to the RLA.

*RLA* means that "Revocable License Agreement Between Broward County, West Village LLC, and City of Fort Lauderdale" which includes responsibilities for the COUNTY, CITY, and LICENSEE and specifically requires the LICENSEE to install and maintain Project Improvements on North Andrews Avenue as more specifically described in the RLA. The RLA is incorporated herein and attached to this Agreement as **Exhibit "2"**.

*Staging of Materials or Equipment* means the placement of materials or equipment or parking of vehicles within the License Area or vehicular travel lanes adjacent thereto during the assembling or construction of the Project Improvements in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to Licensee's Property within two (2) hours.

*Storage* is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

**3. Compliance and Default.** LICENSEE agrees to assume any and all liability and responsibility for the City's performance under the RLA. LICENSEE shall comply with each and every term and condition set forth in the RLA and failure to so comply shall constitute a default under this Agreement. Any acts or omissions by LICENSEE or LICENSEE's contractors which are not in compliance with the terms and conditions of the RLA shall constitute a default under this Agreement. Furthermore, LICENSEE shall comply with each and every term and conditions set forth in this Agreement.

**4. Conditions.** This Agreement is subject to the following conditions:

**4.1** No construction of the Project Improvements shall be commenced prior to issuance of the required Permits.

**4.2** For the License Area where the Project Improvements are to be placed, installed, or constructed, prior to construction and installation of Project Improvements within the License Area, LICENSEE, at the discretion of the City Engineer shall perform, at its sole cost and expense, a sub-surface utility investigation before and after the construction of the Project Improvements and provide videos, reports and any other required documentation to the CITY.

**4.2.1** In the event defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

**4.2.2** In the event no defects to any of the subterranean utilities are identified as a result of the sub-surface utility investigation under subsection 4.2.1., or in the event LICENSEE has failed to document conditions prior to starting construction, LICENSEE shall bear the cost of any repairs required after construction of the Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the City Engineer.

**4.3** Any damage to existing pavement or to any publicly owned property or rights-of-way, including public sidewalk areas, caused by the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

**4.4** LICENSEE shall provide to the Office of the City Engineer as-built plans, specifications, details, and surveys after construction of the Project Improvements.

**4.5** LICENSEE shall be responsible for conducting due diligence to identify potential utility conflicts, performing field verifications, making all utility notifications and

obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

**4.6** Any damage to existing pavement or to any public sidewalk caused by the installation, movement, or removal of Project Improvements shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

**4.7** At the conclusion of the construction and installation phase of the Project, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, lighting, vegetation, mulch, tree gate, pavers, and any other Project Improvements located within the public right of way or License Area shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project.

**4.8** Storage of construction materials or equipment shall be limited to the Property or other permissible area subject to the limitations referenced herein and shall not be stored within any of the public rights-of-way within a two-block radius of the Property. Staging of Materials and Equipment in the public right of ways is strictly prohibited.

**4.9** Storage of dumpsters and debris during the construction and installation phase of the Project shall be limited to the Property and shall not be stored, placed, or collected within the public rights-of-way within a two-block radius of the Property.

**4.10** If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding sidewalks of dirt and debris.

**4.11** All material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian traffic.

**4.12** LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. Licensee shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation, and all other obstructions and coordinate prior to initiating operations. No portion of the Project Improvements may be located any closer than ten (10) feet to any underground utility.

## **5. Cost Recovery and Fees.**

**5.1 Construction Permit Fees and Annual Inspection Fees.** Prior to execution of this Agreement, LICENSEE shall pay a Revocable License Record fee, as established by City Ordinances, to cover the review, inspection, and administration costs associated with this Agreement. After completion of the Project Improvements and acceptance of work by Broward County, LICENSEE shall pay to CITY for each fiscal year that this Agreement is in effect, commencing with the date the Project Improvements were accepted by the County, and continuing annually on the first day of January of each year

thereafter, an annual inspection fee to be determined by the City Manager which such fee shall be based on the CITY'S reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this Agreement over the then current fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>), such reasonable projected cost of periodic inspections not to exceed \$500.00 per annum.

**5.2 Recovery of Additional Costs of Administration.** In addition to the annual inspection fees set forth above, LICENSEE shall also be obligated to pay additional fees to the CITY amounting to the recovery of reasonable costs incurred by CITY in the creation, administration, monitoring and enforcement of this Agreement and the RLA, including, but not limited to, staff time incurred relative thereto, and reasonable cost of CITY's attorneys' services associated with the preparation and administration of this Agreement and any amendments thereto and including enforcement of the terms thereof, with such reasonable cost of services a flat fee of \$500.00 per annum.

**5.3 Rendition of Statement.** Upon the CITY providing a statement of fees and/or costs (hereinafter, "Statement") to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of one percent (1%) per month shall be due the CITY, but not to exceed the highest lawful amount allowed by law. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LICENSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

**6. ADA.** LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project as it is applicable.

**7. Condition of License Area.** LICENSEE accepts the License Area in an "As-Is" Condition as of the Effective Date of this Agreement. If LICENSEE finds any conditions altered after an initial inspection of the License Area, which has a material adverse effect on the Project, the City shall be notified immediately.

**8. Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, from time to time, possess, use, construct, operate, maintain, repair, and replace the Project Improvements within the License Area and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area, Project Improvements, and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort

Lauderdale Engineering Standards, environmental requirements, and other similar regulatory requirements.

**9. No Property or Contract Right.** LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Agreement to the continued possession, use, operation, and maintenance of the Project or Project Improvements within the License Area.

**10. Repairs and Maintenance.** LICENSEE shall not damage the Project Improvements or License Area. LICENSEE shall, at its own cost and expense, safely and securely maintain the Project Improvements and the License Area and keep the License Area in clean and good condition, make repairs, and keep the License Area free of rubbish and other hazards to Persons using the License Area. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area and Project Improvements in their original condition at the time of the commencement of the term of the RLA. The Office of the City Engineer shall approve all structural repairs and replacements. When making repairs, replacements, and maintenance LICENSEE shall comply with all laws, CITY or applicable County Codes, ordinances, Florida Building Code, regulations promulgated by federal, state, county, City or any other agency with jurisdiction over the Project and Project Improvements and City Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements as required under the RLA. The License Area shall be maintained in a neat and orderly appearance at all times.

**10.1 City Performance of Repairs and Maintenance.** In the event that LICENSEE fails to maintain the Property or make repairs to the Property in accordance with the terms and conditions of the RLA and this Agreement, the CITY, after fifteen (15) days advance written notice to the LICENSEE, may come upon the License Area and perform the necessary maintenance and repairs, the cost and expense of which will be the responsibility of LICENSEE. The total cost and expense incurred by the CITY in performing such maintenance and repairs and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date notice is sent to LICENSEE of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay to the CITY the full amount due. If LICENSEE fails to pay the amount due to the CITY within thirty (30) days from the date notice is sent, the City Commission will consider adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Project Improvements. The Resolution may also impose a Special Assessment Lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the City Commission for the unpaid expenses and costs as stated above shall be recorded by the CITY in the Public Records of Broward County, Florida. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a Satisfaction of such Lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the necessary costs and expenses together with administrative costs attendant thereto or reimburse CITY for

curative actions taken by CITY. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such Lien.

**11. Emergencies.** If an emergency situation arises with respect to the License Areas where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Section, LICENSEE's Contact Person shall be Grace Gonzalez ; address: **2850 Tigertail Avenue, Suite 800, Miami, FL 33133**; telephone number: 786-843-0383; and e-mail address: galleryatfatvillagemgr@relatedgroup.com. In the event the LICENSEE's Contact Persons or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the City Engineer in writing.

**12. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition, or reconstruction of the Project Improvements cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**13. Removal of Project Improvements and Restoration of License Area.**

**13.1** Except as may otherwise be expressly provided herein, it is agreed that upon termination of RLA, in whole or in part, as to the License Area, upon written request of CITY within thirty (30) days of such termination or such time as required by the COUNTY, whichever is less, LICENSEE shall remove all or any part of the Project Improvements and any components thereof and upon demand of COUNTY for removal of all or any part of the Project Improvements as to the License Area, and upon demand of COUNTY or CITY for removal of all or any part of the Project Improvements as to the License Area, then LICENSEE shall restore the surface of the such License Area to conditions acceptable to the COUNTY as to the roadway and conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities. Such removal and restoration shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to begin to remove all or any part of the Project Improvements contemplated herein within thirty (30) days after written demand by the COUNTY or CITY, the CITY is hereby authorized to remove such Project Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the respective License Area to conditions acceptable to the COUNTY as to the roadway and conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE.

**13.2.** In the event the LICENSEE fails to remove the Project Improvements and CITY finds it necessary to remove the Project Improvements in accordance with the

foregoing, then the total expense incurred by the CITY in removing the Project Improvements and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay to the CITY the full amount due. Failure to timely pay the amount due or serve upon the City Manager a written letter contesting the statement of assessed expenses and administrative costs will result in the matter being scheduled before the City Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Project Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the City Commission for the unpaid expenses and costs as stated above shall be recorded with the City Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law.

**14. Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance, or repair of the License Area, cause damage to the License Area or to the adjacent real property. If during the term of the RLA or this Agreement, LICENSEE becomes aware that the Project Improvements within the License Area have been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary Permits and approvals from the regulatory agencies with jurisdiction over the License Area, Project Improvements, or adjacent real property to repair, replace, and rebuild the same or cause the same to be repaired, replaced, or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the Project Improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such Project Improvements consistent with the terms of the RLA, then LICENSEE shall seek the Permits and approvals, if any, required for such removal and cause such Project Improvements to be removed from the License Area and return the License Area to the condition that existed prior to the Effective Date of the RLA.

**15. Indemnity.**

(a) LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, elected and appointed officials, employees, volunteers, and agents from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature, or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under the RLA and this Agreement, conditions contained therein, the location, construction, repair,

maintenance use or occupancy by LICENSEE of the License Area, Project Improvements, or Project, or the breach or default by LICENSEE of any covenant or provision of the RLA or this Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees acting during the course and scope of their employment. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the License Area by LICENSEE or others, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, is included in the indemnity.

(b) LICENSEE further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of the RLA and this Agreement and shall cover any acts or omissions occurring during the term of the RLA and this Agreement, including any period after termination, revocation or expiration of the RLA and this Agreement while any curative acts are undertaken.

**16. Insurance.** At all times during the term of the RLA and this Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in the RLA, including the CITY as an "additional insured" and LICENSEE shall provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the term of the RLA and this Agreement and annually thereafter on the anniversary date of the policies.

**17. Remedies of CITY.**

**17.1** In the event the LICENSEE fails to perform or violates any of the terms or conditions of RLA or this Agreement or is in breach or default in any term or condition hereof, COUNTY or CITY shall provide written notice thereof to LICENSEE and LICENSEE shall cure such violation within twenty (20) days of such Notice. LICENSEE shall be obligated to send the CITY copies any notices of breach of default served upon LICENSEE by COUNTY within five (5) days of LICENSEE's receipt of the notice(s) from COUNTY.

**17.1.1** LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, Contract Administrator shall provide LICENSEE with written Notice thereof. Contract Administrator shall provide

written Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

**17.2** In the event the LICENSEE fails to timely cure the violation within the time specified in Subsection 17.1, the CITY, as an alternative to the procedures set forth above, may, but is not obligated to:

**17.2.1** take any equitable action to enforce the terms and conditions of the RLA or this Agreement, it being stipulated by the parties that since the RLA and this Agreement deals with the right to use public easements and rights-of-way on or within COUNTY or CITY owned or dedicated lands used for a governmental purpose, a violation or breach of any term or condition of the RLA constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

**17.2.2** take such curative action that was required to be taken by the LICENSEE under the RLA and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. LICENSEE shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with this RLA and Agreement, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation.

**17.3** If LICENSEE does not make the payments required under Section 17 within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines resulting from the procedures set forth in Subsections 17.1 and 17.2, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with Section 17, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law

or in equity for LICENSEE'S failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

**17.4** CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien. The remedies found within this Section 17, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**18. Requirement for Notice.** LICENSEE shall give CITY written notice of any accidents on, in, over, within, under and above the License Area, within five days after the accident. LICENSEE shall also give CITY written notice of any notices of violation received from the COUNTY, within five days of receipt from the County.

**19. Notices.**

**19.1** Except as provided in Subsection 19.3 below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request, or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as LICENSEE may from time to time designate by notice as herein provided.

**19.2** All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: City Manager  
City Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, FL 33301

With copy to: City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

AS TO LICENSEE: Related FATVillage, LLC  
c/o Patrick Campbell  
2850 Tigertail Avenue, Suite 800  
Miami, FL 33133  
PCampbell@relatedgroup.com

With a copy to: Lochrie & Chakas, P.A.  
c/o Nectaria M. Chakas, Esq.  
699 N. Federal Highway, Suite 400  
Fort Lauderdale, FL 33304  
NChakas@LochrieLaw.com

**19.3** As to activities under Section 11, Emergencies, notice need not be given in accordance with Subsection 19.1 above, but notice shall be sufficient if given to the Contact Person pursuant to Section 11, Emergencies.

**20. Compliance with Laws and Regulations.** LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Broward County, City of Fort Lauderdale, and of any other public authority that may be applicable to RLA or this Agreement and the possession, use, occupancy and maintenance of the License Area and the conduct of the Project permitted herein.

**21. Independent Contractor.** As between CITY and LICENSEE, LICENSEE is an independent contractor under this Agreement. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to LICENSEE or LICENSEE's agents any authority of any kind to bind CITY in any respect whatsoever.

**22. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**23. Interpretation of Agreement; Severability.** This Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect

its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**24. Successors.** This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. However, this Agreement and the RLA must be fully executed and recorded in the Public Records of Broward County before any subsequent owner, lessee, successor, assignee, or other person or entity with an interest in the property will be bound by this Agreement.

**25. No Waiver of Sovereign Immunity.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits to liability or rights existing under section 768.28, Florida Statutes, as amended.

**26. No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**27. Non-Discrimination.** LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

**28. Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with Public Records law in accordance with Chapter 119, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

**29. Entire Agreement.** This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**30. Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**31. Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Revocable License shall be exclusively in Broward County state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Agreement, CITY and LICENSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.**

**32. Attorneys Fees.** In the event any suit is brought to enforce this Agreement, LICENSEE shall pay the CITY's attorney's fees, mediation fees, costs, expert witness fees, consulting fees, appellate attorney's fees, and appellate court costs, and any other costs associated with litigation.

**33. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, pandemic, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

**34. Term and Termination for Convenience.** This Agreement shall commence on the Effective Date and continue in perpetuity unless terminated in accordance with the terms herein. The Director of the Development Services Department or his or her designee may terminate this Agreement for convenience in writing upon thirty (30) days' written notice of termination to LICENSEE and the written notice shall include the date that such termination becomes effective.

**35. Recording.** This Agreement, including all Exhibits thereto, together with a fully executed copy of the Revocable License Agreement between (i) COUNTY, (ii) CITY, and (iii) LICENSEE / **Related FATVillage, LLC** shall be recorded in the Official Records of Broward County, Florida by LICENSEE at LICENSEE's sole cost and expense. However, RLA shall not be executed by the City until this fully executed Agreement is recorded in the Official Records of Broward County. Once recorded, LICENSEE shall provide each Agreement within seven (7) days a copy of the fully executed recorded Revocable License Agreement to the City Clerk's Office of the City of Fort Lauderdale and the Contract Administrator, and E-mail a recorded copy to [dengineeringadmin@fortlauderdale.gov](mailto:dengineeringadmin@fortlauderdale.gov).

**36. Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Agreement, the LICENSEE shall provide the CITY with an affidavit signed by an officer or a representative of the LICENSEE under penalty of perjury attesting that the LICENSEE does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

**37. Scrutinized Companies or Other Entities.** The LICENSEE certifies that it is not participating in a boycott of Israel. The City may terminate this Agreement at the CITY's option if the LICENSEE is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the LICENSEE is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the LICENSEE may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

**38. E-Verify.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the LICENSEE and its contractors and subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

**38.1** The LICENSEE shall require each of its contractors and subcontractors, if any, to provide the LICENSEE with an affidavit stating that the contractor and subcontractor do not employ, contract with, or subcontract with an unauthorized alien. The LICENSEE shall maintain a copy of the contractor's and subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

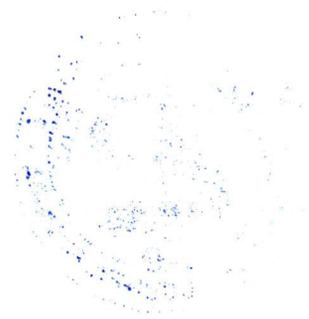
**38.2** The CITY, the LICENSEE, the contractor, or any subcontractor who has a good faith belief that a Person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the Person or entity.

**38.3** The CITY, upon good faith belief that the LICENSEE, a contractor, or any subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the LICENSEE otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify LICENSEE and order LICENSEE to immediately terminate the contract with the contractor or subcontractor, and the LICENSEE shall comply with such order.

**38.4** A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the LICENSEE may not be awarded a public contract for at least one year after the date on which the contract was terminated. The LICENSEE is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

**38.5** LICENSEE shall include in each of its contracts or subcontracts, if any, the requirements set forth in this Section 38, including this subparagraph, requiring any and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section 38 in their contracts and subcontracts. LICENSEE shall be responsible for compliance by any and all contractors and subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

**[SIGNATURE PAGES TO FOLLOW]**



1. The first part of the document is a list of names and titles, including the names of the authors and the titles of their works. This list is followed by a section containing the names of the institutions or organizations that have provided support for the research.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By: Dean J. Trantalis  
Dean J. Trantalis, Mayor

By: Rickelle Williams  
Rickelle Williams, City Manager

(CORPORATE SEAL)



ATTEST:

David R. Soloman  
David R. Soloman, City Clerk

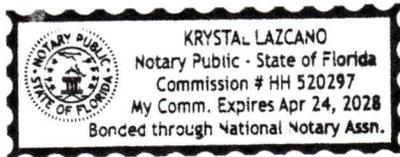
Approved as to form and correctness:

Gabrielle Bush  
Gabrielle Bush, Esq.  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 20 day of January, 2026, by **Dean J. Trantalis** as Mayor for the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

[SEAL]



Krystal Lazcano  
Notary Public, State of Florida

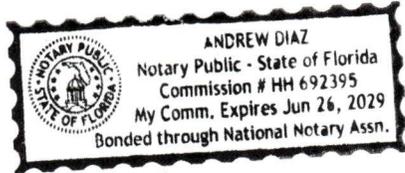
KRYSTAL LAZCANO  
Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of January, 2026, by **Rickelle Williams** as City Manager for the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

[SEAL]



Andrew Diaz  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**LICENSEE**

WITNESSES:

[Signature]  
Signature  
Print Name: Kevin Burbano  
Address: 2850 Tigertail Avenue, Ste 800  
Miami, FL 33133  
Date: 12/22/2025

[Signature]  
Signature  
Print Name: Harrison Hershowitz  
Address: 2850 Tigertail Ave., #800  
Miami, FL 33133  
Date: 12/22/2025

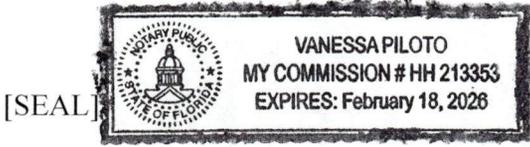
**RELATED FATVILLAGE, LLC**, a Florida Limited Liability Company.

By: **Related FATVillage Manager, LLC**, a Florida limited liability company, its Manager.

By: [Signature]  
Long Ha, Vice President

STATE OF Florida :  
COUNTY OF Dade :

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 22nd day of December, 2025, by Long Ha as Vice President for RELATED FATVILLAGE MANAGER, LLC, a Florida Limited Liability Company, the Manager of RELATED FATVILLAGE, LLC, a Florida Limited Liability Company, who freely and voluntarily executed this instrument on behalf of said limited liability company.



Vanessa Piloto  
Notary Public, State of Florida  
Vanessa Piloto  
Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Exhibit "1"**

**Legal Description of Licensee  
RELATED FATVILLAGE, LLC's Property**

**Burdened Property**

TENANT'S LEASEHOLD INTEREST IN THAT CERTAIN GROUND LEASE AGREEMENT DATED AS OF DECEMBER 12, 2017, BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS LANDLORD, AND RELATED FATVILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TENANT, AND RECORDED DECEMBER 19, 2017 AS INSTRUMENT NO. 114786927, AS AMENDED BY THAT CERTAIN AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 17, 2019, AS FURTHER AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE AGREEMENT DATED FEBRUARY 11, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 29, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO GROUND LEASE AGREEMENT DATED MARCH 9, 2021, AS FURTHER AMENDED BY THAT CERTAIN THIRD AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 12, 2021, AS FURTHER AMENDED BY THAT CERTAIN FOURTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED AUGUST 17, 2022, AS FURTHER AMENDED BY THAT CERTAIN FIFTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 18, 2022, AND AS FURTHER AMENDED BY THAT CERTAIN THIRD AMENDMENT TO GROUND LEASE DATED DECEMBER 21, 2022, ALL AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 118588614, AND AS AMENDED BY THAT CERTAIN AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED OCTOBER 13, 2023 AS INSTRUMENT NO. 119164923, ALL OF THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LAND:

LOTS 17 THROUGH 30, BLOCK 319, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; AND LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, LESS THE WEST 24.00 FEET OF LOTS 25, 26, 27, 28, 29 AND 30, BLOCK 319 PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND: LESS THE WEST 24.00 FEET OF LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA THEREOF.

TOGETHER WITH THAT PART OF THE VACATED ALLEY ADJACENT THERETO, ALL NOW LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**Exhibit "2"**

**Revocable License Agreement  
"RLA"**

Return recorded copy to:  
Attn: Timothy Gray  
Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document reviewed by:  
Jake Waldman  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PARCEL SET FORTH IN EXHIBIT A ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT, WHICH SHALL RUN WITH THE BURDENED PARCEL.**

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), Related FATVillage, LLC, a Florida limited liability company authorized to do business in the State of Florida ("Licensee"), and City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

**RECITALS**

- A. Licensee is the owner of the leasehold estate described in the attached Exhibit A ("Burdened Property").
- B. The revocable license area as set forth in Exhibit B ("Revocable License Area") is a right-of-way located on North Andrews Avenue.
- C. County owns and controls the Revocable License Area and North Andrews Avenue both of which lie within the jurisdictional boundaries of City.
- D. The Burdened Property is adjacent to the Revocable License Area.

E. Licensee seeks, and County is amenable to, Licensee's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit C (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit D (the "Maintenance Obligations").

F. The Improvements and maintenance thereof will benefit the residents of both County and City.

G. City, through formal action of its governing body taken on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has accepted responsibility for the Maintenance Obligations and other such obligations of Licensee under the terms of this Agreement should Licensee fail to comply with such obligations.

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

**ARTICLE 1. DEFINITIONS**

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number 220526001.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

**ARTICLE 2. GRANT OF REVOCABLE LICENSE**

2.1. County hereby grants to Licensee a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Licensee may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Licensee acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to Licensee. County will provide Licensee with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow Licensee to remove or relocate the Improvements, which removal or relocation shall be at Licensee's sole expense.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Licensee, City, or any other party.

### **ARTICLE 3. LICENSEE'S OBLIGATIONS**

3.1. Licensee shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Licensee may not proceed with the Improvements until all required permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Licensee may not make any alterations to any previously permitted Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Licensee shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Licensee shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Licensee's installation of the Improvements and County's approval of same (as set forth in Article 5), Licensee shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

3.5. Once the Improvements have been made, Licensee shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit D. As part of the Maintenance Obligations, Licensee shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Licensee shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing in advance by the Contract Administrator.

3.6. If Licensee takes any action or makes any omission that causes or results in alteration or damage to County property, Licensee shall, at its own expense, restore such property to its condition before the alteration or damage. If Licensee fails to make such restoration within thirty

(30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice the Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.7. If Licensee takes any action or makes any omission that causes or results in alteration to the Revocable License Area (or any materials on the Revocable License Area), which alteration is not specified in the Approved Plans, Licensee shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.8. If Licensee takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Licensee shall, at its own expense, repair such damage. If Licensee fails to make such repair within thirty (30) days after County's request, County may make the repair or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the repair, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.9. If any improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Licensee shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any improvements in the Revocable License Area contain an irrigation or water pump system, Licensee shall maintain and repair same in compliance with the requirements set forth in Exhibit D and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Licensee shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any condition in the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property or might pose a risk of injury to any person. Licensee shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person, and shall keep a written record of all contact made, including the person(s) with whom Licensee has communicated.

3.12. Licensee shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.13. Licensee may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Licensee retains a third party for such purpose(s), Licensee shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the

requirements of this Agreement. Licensee shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Contracting with a third party, as contemplated by this section shall not relieve Licensee of any of its obligations under this Agreement.

#### **ARTICLE 4. CITY'S OBLIGATIONS**

4.1. If Licensee fails to timely comply with any of the requirements set forth in Sections 3.5 and 3.10, upon written demand by Contract Administrator, City shall, at its own expense, immediately perform the Maintenance Obligations for the duration of this Agreement. In addition, if Licensee fails to timely comply with any of the requirements in Article 3, upon written demand by Contract Administrator, City shall, at its own expense, cure any and all deficiencies or failures by Licensee identified in the Contract Administrator's written notice to City. City shall cure such deficiencies and failures within thirty (30) days after such notice. If City fails to timely comply with its obligations under this section, County may fulfill such obligations and invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

4.2. City may retain a third party to perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party must agree to perform the Maintenance Obligations in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Contracting with a third party, as contemplated by this section shall not relieve City of any of its obligations under this Agreement.

#### **ARTICLE 5. COUNTY'S OBLIGATIONS**

5.1. County shall review Licensee's application for permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

5.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

5.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Licensee and City of County's final approval or rejection of the Improvements.

5.4. County shall have no further obligations under this Agreement other than those stated in Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

#### **ARTICLE 6. RISK OF LOSS**

All Improvements not permanently affixed to the Revocable License Area shall remain the property of Licensee, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Licensee's risk alone. However, Licensee may not remove, replace, or alter any of the Improvements without the Contract Administrator's prior written consent and any required permitting.

## **ARTICLE 7. TERM AND TERMINATION**

7.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

7.2. This Agreement may be terminated for cause by County if Licensee, City, or both breach any obligations under this Agreement and have not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice the breaching party or parties for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice the breaching party or parties for the costs of correction, the invoiced party or parties (as applicable) shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall not be less than thirty (30) days after the date of such written notice. Licensee and City acknowledge that each has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Licensee and City of such termination in accordance with this section.

7.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice of such termination.

7.5. Upon termination of this Agreement, Licensee shall peaceably surrender the Revocable License Area. If City has assumed the Maintenance Obligations pursuant to Article 4, City shall peaceably surrender the Revocable License Area.

7.6. Upon termination of this Agreement, Licensee shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area within thirty (30) days after termination, unless the Contract Administrator, in writing, authorizes Licensee to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Licensee shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Licensee fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice Licensee for the cost thereof. Licensee shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Licensee and City and shall become the property of County.

7.7. Upon termination of this Agreement, Licensee shall restore the Revocable License Area to its condition before the installation of the improvements or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make any such restorations within thirty (30) days after termination, County may make such restoration and invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

7.8. County shall have no obligation to compensate Licensee or City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

7.9. If tree mitigation is required as a result of termination of this Agreement, Licensee must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Licensee's sole cost and expense.

7.10. If Licensee fails to comply with any of the requirements in Sections 7.6, 7.7, and/or 7.9, City shall perform said requirements within thirty (30) days after written notice is sent by the Contract Administrator. If City fails to timely perform any such requirements, County may perform such requirement and invoice City for the cost thereof. City shall pay the invoice within thirty (30) days after receipt.

7.11. Notice of termination shall be provided in accordance with Article 8 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 7.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 8 of this Agreement.

#### **ARTICLE 8. NOTICES**

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

**FOR COUNTY:**

Broward County Highway Construction and Engineering Division  
Attn: Director  
1 N University Dr, Ste 300B, Plantation, FL 33324-2038  
Email address: rtomese@broward.org

**FOR LICENSEE:**

**Related FATVillage LLC**

**Attn: Patrick Campbell**

**2850 Tigertail Avenue, Suite 800, Miami, FL 33133**

**Email address: PCampbell@relatedgroup.com**

**FOR CITY:**

**City of Fort Lauderdale**

**Attn: Rickelle Williams, City Manager**

**101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, FL 33301**

**Email address: rickellewilliams@fortlauderdale.gov**

**ARTICLE 9. INDEMNIFICATION**

9.1. Licensee shall indemnify, defend, and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

9.2. If Licensee or City contract with a third party to perform any of their obligations under this Agreement, the party contracting with a third party must enter into written agreements with such third parties, which contracts are required to include an indemnification provision by such third party in favor of the Indemnified Party using the language provided in Section 9.1.

9.3. County and City are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

9.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 10. INSURANCE**

10.1. For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum coverages stated in Exhibit E in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or any third parties in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Licensee shall ensure that "Broward County, Florida" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days before the commencement of the improvements, as may be requested by County, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required by this article. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the duration of this Agreement and until all performance required of Licensee has been completed, as determined by Contract Administrator. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. Licensee shall ensure that all required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

10.6. If Licensee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Licensee.

10.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the improvements. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be

satisfied by either the named insured or County, if so elected by County, and Licensee shall obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County, and shall obtain same in an endorsement of Licensee's insurance policies.

10.9. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

10.10. Licensee shall require that each third party retained by Licensee for performance of any of Licensee's obligations under this Agreement maintains coverage that adequately covers the performance of the third party on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such third parties comply with these requirements and that "Broward County, Florida" is named as an additional insured under the third parties' applicable insurance policies.

10.11. Licensee shall not permit any third party to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of any third party's compliance with this article.

10.12. Within five (5) days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.13. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

10.14. The foregoing requirements in Sections 10.12 and 10.13 shall apply to City's self-insurance, if any.

10.15. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party (and any subcontractors retained by the third party) procure and maintain insurance coverages as provided in Exhibit E and Sections 10.1 through 10.11 of this Agreement. City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, City shall furnish evidence of all insurance required by this section.

10.16. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Independent Contractor. Licensee and City are each an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Licensee, City, nor any of their respective agents shall act as officers, employees, or agents of County. Neither Licensee nor City has the power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.2. Third-Party Beneficiaries. Licensee, City, and County do not intend to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.3. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Licensee or City, except to successors in interest taking title to Licensee's Burdened Property, without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Licensee and City each represent that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Licensee and City each agree that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

11.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.5. Compliance with Laws. Licensee and City shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against any Party.

11.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

**11.12. Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, C, D, and E are incorporated into and made a part of this Agreement.

**11.13. Representation of Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

**11.14. Multiple Originals and Counterparts.** This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

**11.15. Time of the Essence.** Time is of the essence for Licensee's and City's performance of all obligations under this Agreement.

**11.16. Binding Effect.** All of the obligations, covenants, and conditions under this Agreement shall be construed as covenants running with the Burdened Property and Revocable License Area and all rights given to and obligations imposed upon the respective parties shall extend and be binding upon the successors in interest and permitted assigns of the Parties.

**11.17. Recording.** Licensee, at its own expense, shall record this fully executed Agreement in its entirety in the Official Records of Broward County, Florida.

**11.18. Anti-Human Trafficking.** By execution of this Agreement by the undersigned authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 20\_\_\_; Related FATVillage, LLC, signing by and through its duly authorized representative; and City of Fort Lauderdale, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through  
its Board of County Commissioners

\_\_\_\_\_  
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 \_\_\_\_\_  
Jake Waldman (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

JW  
FATVillage-FortLaud\_TriParty-RLA-2025-02 (N Andrews Ave)\_v6 aad 102925  
10/28/2025, 10/29/25

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE

Licensee

WITNESSES:

Related FATVillage, LLC  
By: Related FATVillage Manager, LLC, its  
Manager

[Signature]  
Signature

By [Signature]  
Authorized Signer

Long Ha  
(Print Name)  
2850 Tigertail Ave #800  
Miami FL 33133  
(insert address above)

Tony Del Pozzo  
Vice President  
(Print Name and Title)

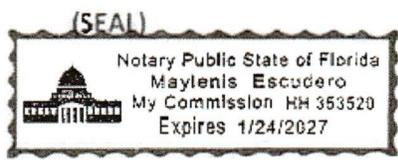
17<sup>th</sup> day of December, 2025

[Signature]  
Signature

Kevin Burbano  
(Print Name)  
2850 Tigertail Ave #800  
Miami, FL 33133  
(insert address above)

STATE OF Florida  
COUNTY OF miami dade

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 17 day of December, 2025, by  
Tony Del Pozzo, Vice President (Name and Title) of Related FATVillage Manager,  
LLC, a Florida limited liability company, on behalf of the company.  He/she is personally known to  
me or who has produced \_\_\_\_\_ as identification.



[Signature]

Print Name: Maylenis Escudero  
My Commission Expires: 1-24-27  
Serial No., if any: 11

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE**

City

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_

City Clerk

By \_\_\_\_\_

Mayor-Commissioner

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

\_\_\_\_\_

City Manager

\_\_\_\_\_

(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By \_\_\_\_\_

City Attorney

**Exhibit A**  
**Burdened Property**

TENANT'S LEASEHOLD INTEREST IN THAT CERTAIN GROUND LEASE AGREEMENT DATED AS OF DECEMBER 12, 2017, BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS LANDLORD, AND RELATED FATVILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TENANT, AND RECORDED DECEMBER 19, 2017 AS INSTRUMENT NO. 114786927, AS AMENDED BY THAT CERTAIN AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 17, 2019, AS FURTHER AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE AGREEMENT DATED FEBRUARY 11, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 29, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO GROUND LEASE AGREEMENT DATED MARCH 9, 2021, AS FURTHER AMENDED BY THAT CERTAIN THIRD AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 12, 2021, AS FURTHER AMENDED BY THAT CERTAIN FOURTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED AUGUST 17, 2022, AS FURTHER AMENDED BY THAT CERTAIN FIFTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 18, 2022, AND AS FURTHER AMENDED BY THAT CERTAIN THIRD AMENDMENT TO GROUND LEASE DATED DECEMBER 21, 2022, ALL AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 118588614, AND AS AMENDED BY THAT CERTAIN AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED OCTOBER 13, 2023 AS INSTRUMENT NO. 119164923, ALL OF THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LAND:

LOTS 17 THROUGH 30, BLOCK 319, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; AND LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, LESS THE WEST 24.00 FEET OF LOTS 25, 26, 27, 28, 29 AND 30, BLOCK 319 PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND: LESS THE WEST 24.00 FEET OF LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA THEREOF.

TOGETHER WITH THAT PART OF THE VACATED ALLEY ADJACENT THERETO, ALL NOW LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

# LOCATION MAP

SHEET 1 OF 1

SECTION 3, TOWNSHIP 50 SOUTH, RANGE 42 EAST

## EXHIBIT B

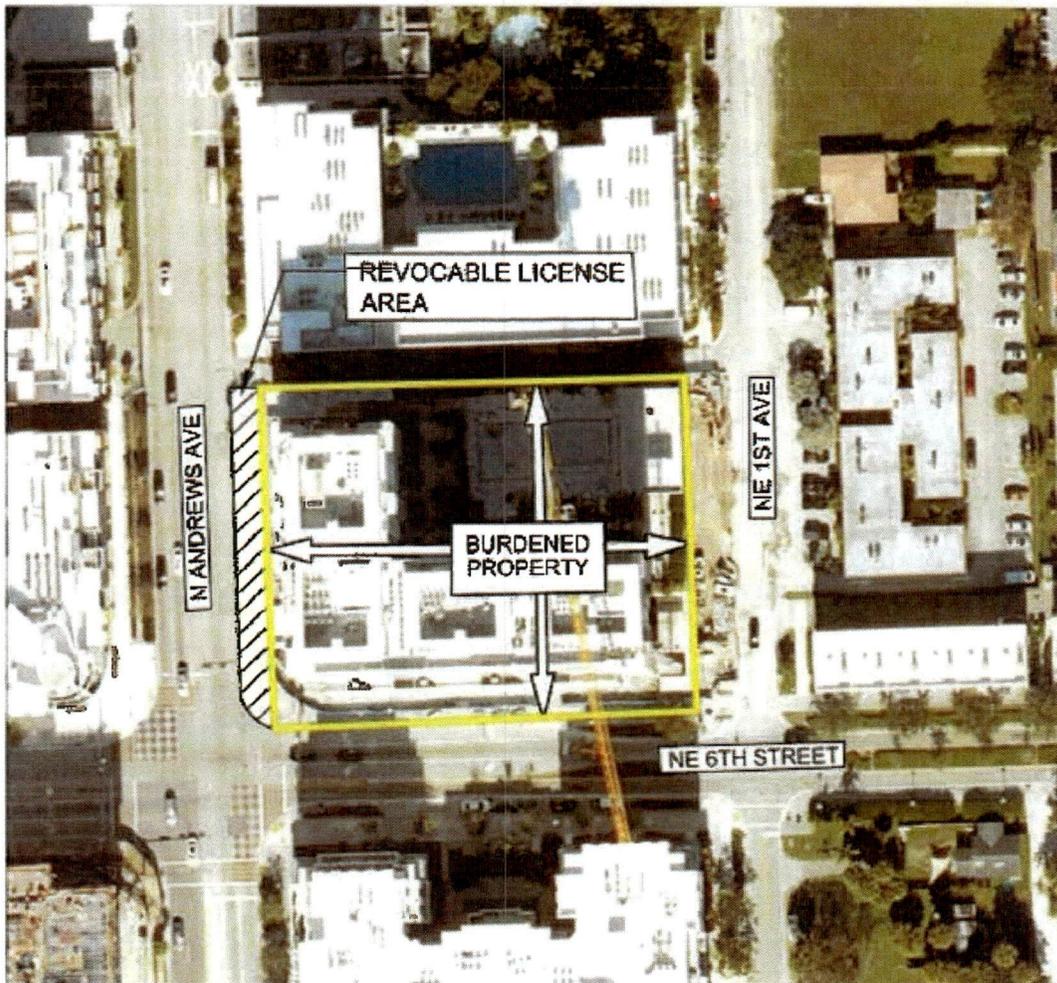
REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, RELATED FATVILLAGE, LLC, AND THE CITY OF FORT LAUDERDALE



BROWARD COUNTY REFERENCE NO. 220526001

### LEGEND:

 = REVOCABLE LICENSE AREA       = BURDENED PROPERTY



Scale	Drawn By	Date	Checked By	Date	File Location
Not To Scale	SB	08/11/2024	TC	08/11/2024	E:\RW\Location Map\Agreements\RIA-2025-02.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

# LEGAL DESCRIPTION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND, LYING OVER AND ACROSS A PORTION OF LOTS 26 THRU 32 OF "SUPPLEMENTAL PLAT OF BLOCK 319, TOWN OF PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID LOT 32, THENCE RUN N87°48'59"E ALONG THE NORTH LINE OF SAID LOT 32 FOR A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°48'58"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 20.81 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE PER INSTRUMENT # 119044287, ALSO BEING THE WEST PROPERTY LINE; THENCE RUN S02°11'01"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 180.33 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 26.43 FEET; A CENTRAL ANGLE OF 77°27'38". A CHORD LENGTH OF 31.07, THROUGH A CHORD BEARING OF N41°23'43"E, FOR AN ARC DISTANCE OF 35.73' TO A POINT OF NON-TANGENCY; THENCE RUN N02°11'01"W FOR A DISTANCE OF 164.72 FEET TO THE POINT OF BEGINNING, SAID LAND CONTAINING 3843.13 SQUARE FEET OR 0.09 ACRES MORE OR LESS.

**SURVEYOR'S NOTES:**

THIS IS NOT A BOUNDARY SURVEY

BEARINGS ARE BASED AN ASSUMED MERIDIAN WHEREBY THE CENTERLINE OF NORTH ANDREWS AVENUE , BEARS S D2°11'01" E.

THIS SKETCH OF LEGAL DESCRIPTION CONSISTS OF 2 SHEETS; NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION DOES NOT INCLUDE THE AREA DESCRIBED AS 20' RIGHT OF WAY EASEMENT PER ORB 45823 PAGE 477.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE ON JANUARY 31ST, 2025 AND MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

MICHAEL CARDO  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NO. 7156

THIS DESCRIPTION AND SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

22BAGS Survey/4/20/11 226A RCH Sketch and Legal Description SURVEY (1)

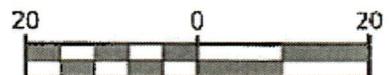
<p>Colliers Engineering &amp; Design</p> <p>www.colliersengineering.com</p>	<p>LEGAL DESCRIPTION                  FOR                  REVOCABLE LICENSE AREA                  GALLERY AT FLAGLER                  A PORTION OF                  LOTS 31 AND 32                  BLOCK 319                  PLAT BOOK 1 PAGE 125                  FORT LAUDERDALE                  BROWARD COUNTY, FLORIDA</p>		<p>EXHIBIT</p> <table border="1"> <tr> <td>DATE</td> <td>FILE</td> <td>PROJECT</td> <td>CLIENT</td> </tr> <tr> <td>2025-01-31</td> <td>250125A</td> <td>GALLERY AT FLAGLER</td> <td>COLLIERS ENGINEERING &amp; DESIGN</td> </tr> </table> <p>LEGAL DESCRIPTION</p> <p>1 of 2</p>	DATE	FILE	PROJECT	CLIENT	2025-01-31	250125A	GALLERY AT FLAGLER	COLLIERS ENGINEERING & DESIGN
DATE	FILE	PROJECT	CLIENT								
2025-01-31	250125A	GALLERY AT FLAGLER	COLLIERS ENGINEERING & DESIGN								

POINT OF COMMENCEMENT  
NW CORNER OF  
LOT 32, BLOCK 319  
PLAT BOOK 1 PAGE 125,  
MDCR

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LOT 33 BLOCK 319  
PLAT BOOK 1 PAGE 125, MDCR

**NORTH ANDREWS AVENUE**  
PUBLIC RIGHT OF WAY  
(BEARING BASIS)  
S 02°11'01" E



SCALE: 1" = 20'

Linear Unit of measure: US Survey Foot (1 Ft = 1200/3937 m)



## GALLERY AT FLAGLER

PLAT BOOK 1 PAGE 125, MDCR  
SUPPLEMENTAL PLAT OF BLOCK 319  
TOWN OF PROGRESSO

$R = 25.43'$   
 $L = 39.73'$   
 $\Delta = 77^\circ 27' 38''$   
 $CHB = S 4^\circ 22' 43'' E$   
 $CHD = 33.07'$

### LEGEND

- LB LICENSED BUSINESS
- C CENTERLINE
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- MDCR MIAMI-DADE COUNTY RECORDS
- BCR BROWARD COUNTY RECORDS
- INS I INSTRUMENT
- R/W RIGHT OF WAY
- M/R MISCELLANEOUS MAP BOOK
- ORF OFFICIAL RECORDS BOOK
- R RAINING
- L LENGTH
- CA CENTRAL ANGLE
- CHB CHORD BEARING
- CHD CHORD DISTANCE

**N.E. 6th STREET**  
PUBLIC RIGHT OF WAY

1228A Surveying 2011228A ROW Sketch and Legal Description Summary (2) Doc: RPNVO

**Colliers Engineering & Design**

www.colliersengineering.com

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
FOR  
REVOCABLE LICENSE AREA

GALLERY AT FLAGLER  
A PORTION OF  
LOTS 31 AND 32  
BLOCK 319  
PLAT BOOK 1 PAGE 125  
FORT LAUDERDALE  
BROWARD COUNTY, FLORIDA



PROTECT YOURSELF  
LICENSED RECORDS ENGINEER  
OR SURVEYOR REQUIRED TO  
VERIFY ACCURACY OF  
THIS INFORMATION TO  
THE BEST OF HIS/HER  
KNOWLEDGE AND BELIEF



ALLIANCE  
1001 Corporate Center Drive  
Suite C  
Miami, FL 33128  
Phone: 305.372.5731  
www.colliers.com

CAM# 251197			
DATE	BY	CHECKED	APPROVED
12/21/11	SM-11125	JP	MC
PROJECT NUMBER	12011228A ROW 19811A		
DATE	12/21/11		

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

CAM # 251197  
Exhibit 4

## **EXHIBIT C**

**Revocable License Agreement between Broward County, Related FATVillage, LLC, and the City of Fort Lauderdale for the installation of improvements within the Revocable Licensee Area shown on Exhibit B.**

### **SCOPE OF IMPROVEMENTS:**

**Installation of landscaping, pavers, and irrigation within Revocable License Area.**

**All work will be according to the Approved Plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 220526001.**

**Additionally, at least 50% of the landscaping shall be native species, and all landscaping shall comply with the Broward County NatureScape program and Florida-Friendly Landscaping principles.**

## EXHIBIT D

### Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

#### General Requirements

Licensee shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing additional measures necessary to ensure proper maintenance.

**All items checked below are applicable to this Revocable License Agreement.**

#### Landscaping

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable License Area. Ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- At the completion of each ground cover trimming operation, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Licensee must address landscape deficiencies that result in a liability to the County within thirty-six (36) hours following notification to the Licensee.

**☒ Tree and Palm**

- Tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes to be clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned on a semi-annual basis by thinning and shaping to maintain the desired shape of the trees.

**☒ Tree Fertilization**

- Canopy Trees (up to three inches - 3") caliper must be fertilized to maintain good health and to meet the minimal requirements of each plant species.
- All palms must be fertilized at a minimum interval of three (3) times per year.

**☒ Irrigation**

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads, and/or replace them as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust on hard surfaces impacted by irrigation system.
- Repairs to the irrigation system must be repaired within twenty-four (24) hours of notification to the Licensee.

**Pavers**

- Damage to pavers that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damage to pavers that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Paver surfaces must be maintained to meet the Americans with Disabilities Act (ADA) compliance, including assuring that there are no tripping hazards in the pedestrian walking path.
- Paver surfaces must be cleaned on a routine basis by an appropriate method to prevent slippery paver surfaces.

**Tree Grates/Tree Root Ball/Tree Pit "Surround" Zone**

- Tree grates must be maintained and adjusted in a manner appropriate to prevent interference with the growth of the tree's trunk.
- Tree grates must be maintained in a manner appropriate to maintain ADA compliance on any abutting walking surface.
- Damages to tree grates that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damages to tree grates that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Tree grates must be pressure washed a minimum of once per year or more frequently, when necessary.

**Lighting**

- Ongoing maintenance of the lighting system is required to ensure continuous functionality and the safety of the public.
- Deficiencies, including outages, excess light spillage, low lumens, fixture or pole corrosion, damage to the fixture and/or pole, exposed wiring, and any other deficiencies that affect functionality must be repaired within twenty-four (24) hours of notification to the Licensee.

**Planters**

- Ongoing maintenance of the planters is required to ensure functionality and the safety of the public.
- Damages to planters that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damages to planters that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.

**Walls**

- Damage to walls that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damage to walls that result in a liability to the County must be repaired or remediated within twenty-four (24) hours of notification to the Licensee.
- Maintain and clean the walls to guarantee an aesthetically pleasing appearance. County requests for cleaning walls must be completed within seventy-two (72) hours of notification to the Licensee.

**NOTES:**

All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

Broward County NatureScape program information can be found at:

<http://www.broward.org/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<https://ffl.ifas.ufl.edu/>

**EXHIBIT E  
MINIMUM INSURANCE REQUIREMENTS**

Project: Revocable License Agreement with Related FAT Village, LLC and the City of Fort Lauderdale  
Agency: Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDITIONAL	SPECIAL	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCL: Explosions/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury  Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.			Each Claim		
			*Maximum Deductible		
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>			Each Claim		
			*Maximum Deductible		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried <i>Note: Coverage must be "All Risk", Completed Value</i>			*Maximum Deductible (Wind and/or Flood)		Completed Value
			*Maximum Deductible		
<b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

**CERTIFICATE HOLDER:**  
  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

Digitally signed  
 by COLLEEN  
 POUNALL  
 Date: 2025.02.14  
 06:30:36 -05'00'  
 \_\_\_\_\_  
 Risk Management Division

Return recorded copy to:  
Attn: Timothy Gray  
Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document reviewed by:  
Jake Waldman  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

---

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PARCEL SET FORTH IN EXHIBIT A ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT, WHICH SHALL RUN WITH THE BURDENED PARCEL.**

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), Related FATVillage, LLC, a Florida limited liability company authorized to do business in the State of Florida ("Licensee"), and City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

**RECITALS**

- A. Licensee is the owner of the leasehold estate described in the attached Exhibit A ("Burdened Property").
- B. The revocable license area as set forth in Exhibit B ("Revocable License Area") is a right-of-way located on North Andrews Avenue.
- C. County owns and controls the Revocable License Area and North Andrews Avenue both of which lie within the jurisdictional boundaries of City.
- D. The Burdened Property is adjacent to the Revocable License Area.

E. Licensee seeks, and County is amenable to, Licensee's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit C (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit D (the "Maintenance Obligations").

F. The Improvements and maintenance thereof will benefit the residents of both County and City.

G. City, through formal action of its governing body taken on the 6 day of January, 2020, has accepted responsibility for the Maintenance Obligations and other such obligations of Licensee under the terms of this Agreement should Licensee fail to comply with such obligations.

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

#### **ARTICLE 1. DEFINITIONS**

1.1. **Approved Plans** means the construction and installation documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number 220526001.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

#### **ARTICLE 2. GRANT OF REVOCABLE LICENSE**

2.1. County hereby grants to Licensee a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Licensee may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Licensee acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to Licensee. County will provide Licensee with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow Licensee to remove or relocate the Improvements, which removal or relocation shall be at Licensee's sole expense.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Licensee, City, or any other party.

### **ARTICLE 3. LICENSEE'S OBLIGATIONS**

3.1. Licensee shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Licensee may not proceed with the Improvements until all required permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Licensee may not make any alterations to any previously permitted Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Licensee shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Licensee shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Licensee's installation of the Improvements and County's approval of same (as set forth in Article 5), Licensee shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

3.5. Once the Improvements have been made, Licensee shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit D. As part of the Maintenance Obligations, Licensee shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Licensee shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing in advance by the Contract Administrator.

3.6. If Licensee takes any action or makes any omission that causes or results in alteration or damage to County property, Licensee shall, at its own expense, restore such property to its condition before the alteration or damage. If Licensee fails to make such restoration within thirty

(30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice the Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.7. If Licensee takes any action or makes any omission that causes or results in alteration to the Revocable License Area (or any materials on the Revocable License Area), which alteration is not specified in the Approved Plans, Licensee shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the restoration, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.8. If Licensee takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Licensee shall, at its own expense, repair such damage. If Licensee fails to make such repair within thirty (30) days after County's request, County may make the repair or exercise its rights as provided in Article 4 of this Agreement. If County elects to make the repair, it will invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.9. If any Improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Licensee shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any Improvements in the Revocable License Area contain an irrigation or water pump system, Licensee shall maintain and repair same in compliance with the requirements set forth in Exhibit D and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Licensee shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any condition in the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property or might pose a risk of injury to any person. Licensee shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person, and shall keep a written record of all contact made, including the person(s) with whom Licensee has communicated.

3.12. Licensee shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 8 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.13. Licensee may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Licensee retains a third party for such purpose(s), Licensee shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the

requirements of this Agreement. Licensee shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Contracting with a third party, as contemplated by this section shall not relieve Licensee of any of its obligations under this Agreement.

#### **ARTICLE 4. CITY'S OBLIGATIONS**

4.1. If Licensee fails to timely comply with any of the requirements set forth in Sections 3.5 and 3.10, upon written demand by Contract Administrator, City shall, at its own expense, immediately perform the Maintenance Obligations for the duration of this Agreement. In addition, if Licensee fails to timely comply with any of the requirements in Article 3, upon written demand by Contract Administrator, City shall, at its own expense, cure any and all deficiencies or failures by Licensee identified in the Contract Administrator's written notice to City. City shall cure such deficiencies and failures within thirty (30) days after such notice. If City fails to timely comply with its obligations under this section, County may fulfill such obligations and invoice City for the costs thereof. City shall pay such invoice within thirty (30) days after receipt.

4.2. City may retain a third party to perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party must agree to perform the Maintenance Obligations in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s) upon request by Contract Administrator. Contracting with a third party, as contemplated by this section shall not relieve City of any of its obligations under this Agreement.

#### **ARTICLE 5. COUNTY'S OBLIGATIONS**

5.1. County shall review Licensee's application for permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

5.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

5.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Licensee and City of County's final approval or rejection of the Improvements.

5.4. County shall have no further obligations under this Agreement other than those stated in Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

#### **ARTICLE 6. RISK OF LOSS**

All Improvements not permanently affixed to the Revocable License Area shall remain the property of Licensee, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Licensee's risk alone. However, Licensee may not remove, replace, or alter any of the Improvements without the Contract Administrator's prior written consent and any required permitting.

## **ARTICLE 7. TERM AND TERMINATION**

7.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

7.2. This Agreement may be terminated for cause by County if Licensee, City, or both breach any obligations under this Agreement and have not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice the breaching party or parties for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice the breaching party or parties for the costs of correction, the invoiced party or parties (as applicable) shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall not be less than thirty (30) days after the date of such written notice. Licensee and City acknowledge that each has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Licensee and City of such termination in accordance with this section.

7.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice of such termination.

7.5. Upon termination of this Agreement, Licensee shall peaceably surrender the Revocable License Area. If City has assumed the Maintenance Obligations pursuant to Article 4, City shall peaceably surrender the Revocable License Area.

7.6. Upon termination of this Agreement, Licensee shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area within thirty (30) days after termination, unless the Contract Administrator, in writing, authorizes Licensee to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Licensee shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Licensee fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice Licensee for the cost thereof. Licensee shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Licensee and City and shall become the property of County.

7.7. Upon termination of this Agreement, Licensee shall restore the Revocable License Area to its condition before the installation of the Improvements or to such condition as approved in writing by the Contract Administrator. If Licensee fails to make any such restorations within thirty (30) days after termination, County may make such restoration and invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

7.8. County shall have no obligation to compensate Licensee or City for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

7.9. If tree mitigation is required as a result of termination of this Agreement, Licensee must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Licensee's sole cost and expense.

7.10. If Licensee fails to comply with any of the requirements in Sections 7.6, 7.7, and/or 7.9, City shall perform said requirements within thirty (30) days after written notice is sent by the Contract Administrator. If City fails to timely perform any such requirements, County may perform such requirement and invoice City for the cost thereof. City shall pay the invoice within thirty (30) days after receipt.

7.11. Notice of termination shall be provided in accordance with Article 8 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 7.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 8 of this Agreement.

#### **ARTICLE 8. NOTICES**

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

**FOR COUNTY:**

Broward County Highway Construction and Engineering Division

Attn: Director

1 N University Dr, Ste 300B, Plantation, FL 33324-2038

Email address: [rtornese@broward.org](mailto:rtornese@broward.org)

FOR LICENSEE:  
Related FATVillage LLC  
Attn: Patrick Campbell  
2850 Tigertail Avenue, Suite 800, Miami, FL 33133  
Email address: PCampbell@relatedgroup.com

FOR CITY:  
City of Fort Lauderdale  
Attn: Rickelle Williams, City Manager  
101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, FL 33301  
Email address: rickellewilliams@fortlauderdale.gov

#### **ARTICLE 9. INDEMNIFICATION**

9.1. Licensee shall indemnify, defend, and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

9.2. If Licensee or City contract with a third party to perform any of their obligations under this Agreement, the party contracting with a third party must enter into written agreements with such third parties, which contracts are required to include an indemnification provision by such third party in favor of the Indemnified Party using the language provided in Section 9.1.

9.3. County and City are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

9.4. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 10. INSURANCE**

10.1. For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum coverages stated in Exhibit E in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or any third parties in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Licensee shall ensure that "Broward County, Florida" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days before the commencement of the Improvements, as may be requested by County, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required by this article. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the duration of this Agreement and until all performance required of Licensee has been completed, as determined by Contract Administrator. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. Licensee shall ensure that all required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

10.6. If Licensee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Licensee.

10.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Improvements. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be

satisfied by either the named insured or County, if so elected by County, and Licensee shall obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County, and shall obtain same in an endorsement of Licensee's insurance policies.

10.9. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

10.10. Licensee shall require that each third party retained by Licensee for performance of any of Licensee's obligations under this Agreement maintains coverage that adequately covers the performance of the third party on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such third parties comply with these requirements and that "Broward County, Florida" is named as an additional insured under the third parties' applicable insurance policies.

10.11. Licensee shall not permit any third party to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of any third party's compliance with this article.

10.12. Within five (5) days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.13. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

10.14. The foregoing requirements in Sections 10.12 and 10.13 shall apply to City's self-insurance, if any.

10.15. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party (and any subcontractors retained by the third party) procure and maintain insurance coverages as provided in Exhibit E and Sections 10.1 through 10.11 of this Agreement. City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, City shall furnish evidence of all insurance required by this section.

10.16. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Independent Contractor. Licensee and City are each an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Licensee, City, nor any of their respective agents shall act as officers, employees, or agents of County. Neither Licensee nor City has the power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.2. Third-Party Beneficiaries. Licensee, City, and County do not intend to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.3. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Licensee or City, except to successors in interest taking title to Licensee's Burdened Property, without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Licensee and City each represent that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Licensee and City each agree that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

11.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.5. Compliance with Laws. Licensee and City shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against any Party.

11.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

11.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, C, D, and E are incorporated into and made a part of this Agreement.

11.13. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

11.14. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

11.15. Time of the Essence. Time is of the essence for Licensee's and City's performance of all obligations under this Agreement.

11.16. Binding Effect. All of the obligations, covenants, and conditions under this Agreement shall be construed as covenants running with the Burdened Property and Revocable License Area and all rights given to and obligations imposed upon the respective parties shall extend and be binding upon the successors in interest and permitted assigns of the Parties.

11.17. Recording. Licensee, at its own expense, shall record this fully executed Agreement in its entirety in the Official Records of Broward County, Florida.

11.18. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 20\_\_\_; Related FATVillage, LLC, signing by and through its duly authorized representative; and City of Fort Lauderdale, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through  
its Board of County Commissioners

\_\_\_\_\_  
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 \_\_\_\_\_  
Jake Waldman (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

JW  
FATVillage-FortLaud\_TriParty-RLA-2025-02 (N Andrews Ave)\_v6 aad 102925  
10/28/2025, 10/29/25

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE

Licensee

WITNESSES:

Related FATVillage, LLC  
By: Related FATVillage Manager, LLC, its  
Manager

[Signature]  
Signature

By [Signature]  
Authorized Signer

Long Ha  
(Print Name)  
2850 Tigertail Ave #800  
Miami FL 33133  
(insert address above)

Tony Del Pozzo  
Vice President  
(Print Name and Title)

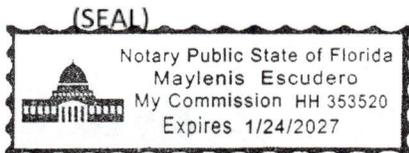
17<sup>th</sup> day of December, 2025

[Signature]  
Signature

Kevin Burbano  
(Print Name)  
2850 Tigertail Ave, #800  
Miami, FL 33133  
(insert address above)

STATE OF Florida  
COUNTY OF miami dade

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 17 day of December, 2025, by  
Tony Del Pozzo, Vice President (Name and Title) of Related FATVillage Manager,  
LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to  
me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Print Name: Maylenis Escudero  
My Commission Expires: 1-24-27  
Serial No., if any: 11

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY,  
RELATED FATVILLAGE, LLC, AND CITY OF FORT LAUDERDALE

City

ATTEST:



City Clerk

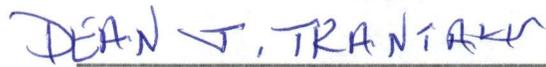


(Print Name)



City of Fort Lauderdale

By   
Mayor-Commissioner



(Print Name and Title)

29 day of January, 2020



City Manager



(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By   
City Attorney

**Exhibit A**  
**Burdened Property**

TENANT'S LEASEHOLD INTEREST IN THAT CERTAIN GROUND LEASE AGREEMENT DATED AS OF DECEMBER 12, 2017, BETWEEN BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS LANDLORD, AND RELATED FATVILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TENANT, AND RECORDED DECEMBER 19, 2017 AS INSTRUMENT NO. 114786927, AS AMENDED BY THAT CERTAIN AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 17, 2019, AS FURTHER AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE AGREEMENT DATED FEBRUARY 11, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED DECEMBER 29, 2020, AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO GROUND LEASE AGREEMENT DATED MARCH 9, 2021, AS FURTHER AMENDED BY THAT CERTAIN THIRD AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 12, 2021, AS FURTHER AMENDED BY THAT CERTAIN FOURTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED AUGUST 17, 2022, AS FURTHER AMENDED BY THAT CERTAIN FIFTH AGREEMENT TO EXTEND GROUND LEASE COMMENCEMENT DATE DATED OCTOBER 18, 2022, AND AS FURTHER AMENDED BY THAT CERTAIN THIRD AMENDMENT TO GROUND LEASE DATED DECEMBER 21, 2022, ALL AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 118588614, AND AS AMENDED BY THAT CERTAIN AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED OCTOBER 13, 2023 AS INSTRUMENT NO. 119164923, ALL OF THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA, DEMISING THE FOLLOWING DESCRIBED LAND:

LOTS 17 THROUGH 30, BLOCK 319, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; AND LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, LESS THE WEST 24.00 FEET OF LOTS 25, 26, 27, 28, 29 AND 30, BLOCK 319 PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LESS THE WEST 24.00 FEET OF LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA THEREOF.

TOGETHER WITH THAT PART OF THE VACATED ALLEY ADJACENT THERETO, ALL NOW LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

# LOCATION MAP

SHEET 1 OF 1

SECTION 3, TOWNSHIP 50 SOUTH, RANGE 42 EAST

## EXHIBIT B

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, RELATED FATVILLAGE, LLC, AND THE CITY OF FORT LAUDERDALE



BROWARD COUNTY REFERENCE NO. 220526001

### LEGEND:

 = REVOCABLE LICENSE AREA       = BURDENED PROPERTY



Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	SB	08/11/2024	TG	08/11/2024	E:\RW\Location Map\Agreements\RLA-2025-02.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

# LEGAL DESCRIPTION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND, LYING OVER AND ACROSS A PORTION OF LOTS 26 THRU 32 OF "SUPPLEMENTAL PLAT OF BLOCK 319, TOWN OF PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID LOT 32, THENCE RUN N87°48'59"E ALONG THE NORTH LINE OF SAID LOT 32 FOR A DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°48'59"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 20.91 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE PER INSTRUMENT # 119644287, ALSO BEING THE WEST PROPERTY LINE; THENCE RUN S02°11'01"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 100.33 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 26.43 FEET; A CENTRAL ANGLE OF 77°27'38", A CHORD LENGTH OF 33.07', THROUGH A CHORD BEARING OF N41°23'43"E, FOR AN ARC DISTANCE OF 35.73' TO A POINT OF NON-TANGENCY; THENCE RUN N02°11'01"W FOR A DISTANCE OF 164.72 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 3843.13 SQUARE FEET OR 0.09 ACRES MORE OR LESS.

**SURVEYOR'S NOTES:**

THIS IS NOT A BOUNDARY SURVEY.

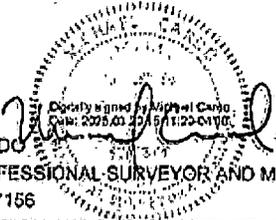
BEARINGS ARE BASED AN ASSUMED MERIDIAN WHEREBY THE CENTERLINE OF NORTH ANDREWS AVENUE , BEARS S 02°11'01" E.

THIS SKETCH OF LEGAL DESCRIPTION CONSISTS OF 2 SHEETS; NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION DOES NOT INCLUDE THE AREA DESCRIBED AS 20' RIGHT OF WAY EASEMENT PER ORB 45823 PAGE 477.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE ON JANUARY 31ST, 2025 AND MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 6J-17.051 AND 6J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.



MICHAEL CARDO  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NO. 7156

THIS DESCRIPTION AND SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

1228A: survey.dwg 122011228A: RCW Sketch and Legal.dwg (V-0) - SURVEY (1) B.F. J.P.A.D.



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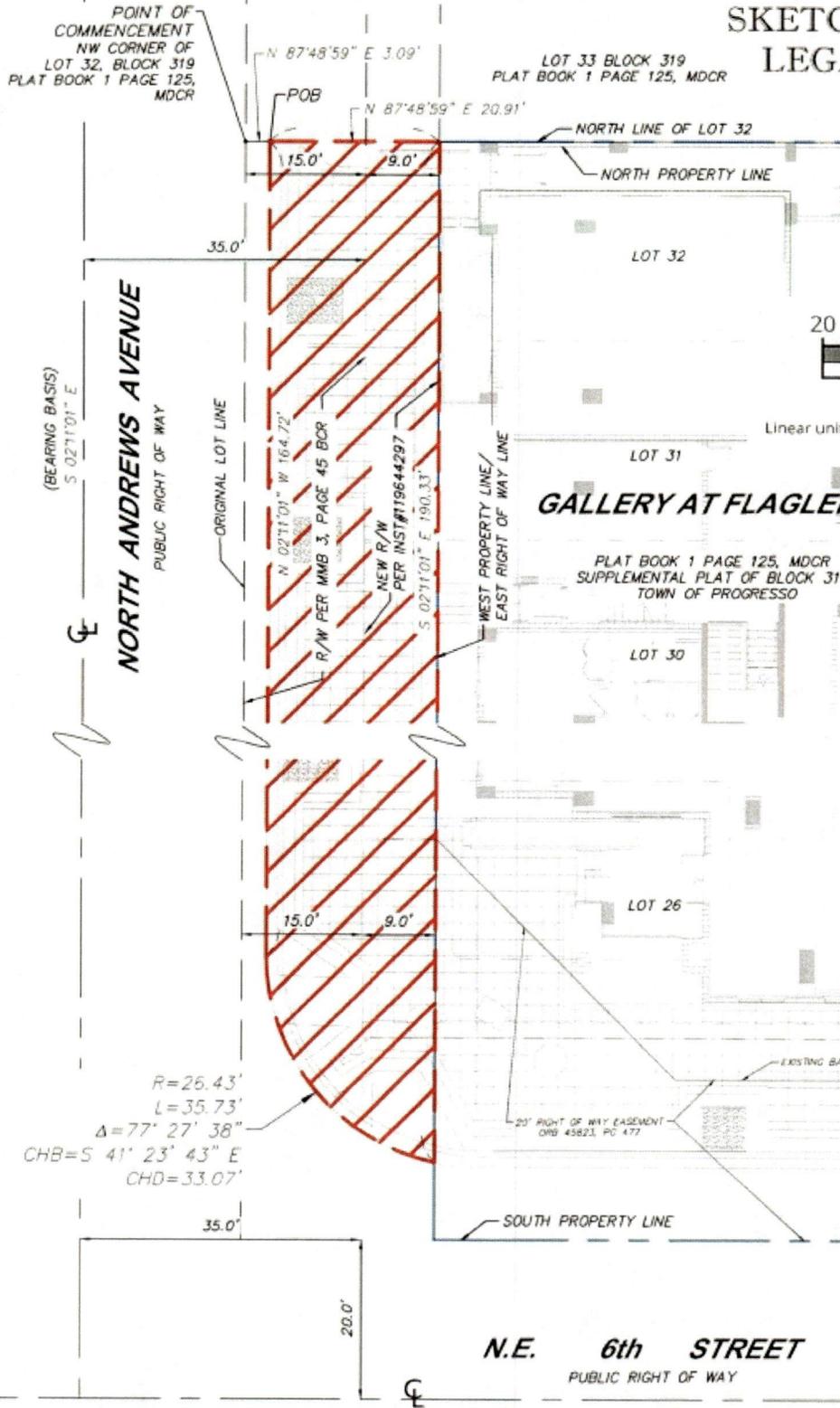
LEGAL DESCRIPTION  
FOR  
REVOCABLE LICENSE AREA  
GALLERY AT FLAGLER  
A PORTION OF  
LOTS 31 AND 32  
BLOCK 319  
PLAT BOOK 1 PAGE 125  
FORT LAUDERDALE  
BROWARD COUNTY, FLORIDA

**811** PROTECT YOURSELF  
ALL STATE REQUIRE NOTIFICATION  
OF EXCAVATION, DRILLING, OR  
ANY OTHER ACTS THAT MAY  
DISTURB THE SAFETY OF PUBLIC  
UTILITIES (800) 487-4872  
STATE REQUIRED FILE NUMBER  
FOR STATE SPECIFIC DIALY FROM NUMBERS  
VISIT: WWW.CALL811.COM

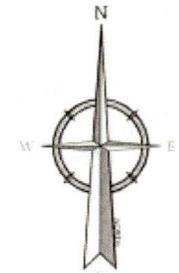
**Colliers** MIAMI  
7430 Corporate Center Drive  
Suite E  
Miami, FL 33156  
Phone: 305.592.2190  
colliers-engineering.com

EXHIBIT 6			
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	01/31/25	JP	MC
PROJECT NUMBER:	DRAWING NUMBER:	DRAWING TITLE:	
22011228A	22011228A	RCW SKETCH AND LEGAL	
SHEET TITLE:			
LEGAL DESCRIPTION			
SHEET NUMBER:			
1 of 2			

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



20 0 20  
**SCALE : 1" = 20'**  
 Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)



**LEGEND:**

LB	LICENSED BUSINESS
CL	CENTERLINE
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION
MDCR	MIAMI-DADE COUNTY RECORDS
BCR	BROWARD COUNTY RECORDS
INST	INSTRUMENT
R/W	RIGHT OF WAY
MMB	MISCELLANEOUS MAP BOOK
ORB	OFFICIAL RECORDS BOOK
R	RADIUS
L	LENGTH
Δ	CENTRAL ANGLE
CHB	CHORD BEARING
CHD	CHORD DISTANCE

$R=26.43'$   
 $L=35.73'$   
 $\Delta=77^\circ 27' 38''$   
 $CHB=S 41^\circ 23' 43'' E$   
 $CHD=33.07'$

**N.E. 6th STREET**  
 PUBLIC RIGHT OF WAY

**Colliers Engineering & Design**

www.colliersengineering.com

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR REVOCABLE LICENSE AREA  
 GALLERY AT FLAGLER  
 A PORTION OF LOTS 31 AND 32  
 BLOCK 319  
 PLAT BOOK 1 PAGE 125  
 FORT LAUDERDALE  
 BROWARD COUNTY, FLORIDA

**811** PROTECT YOURSELF  
 ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS DESIGNERS OR ANY PERSONS DIGGING TO DET. #8 THE EARTH'S SURFACE ACHIEVED BY 811 CALL  
 STATE REQUIRED FILE NUMBER  
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT WWW.CALL811.COM

**Colliers Engineering & Design**  
 MIAMI  
 1400 Corporate Center Drive  
 Suite C  
 Miami, FL 33126  
 Phone: 305.552.3190  
 COLLIERS ENGINEERING & DESIGN, INC.

EXHIBIT B

SCALE	DATE	DRAWN BY	CHECKED BY
AS SHOWN	01/31/25	JP	MC
PROJECT NUMBER	DRAWING NAME		
22011228A	22011228A ROW SKETCH AND LEGAL		
SHEET TITLE			
SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
SHEET NUMBER			
2 of 2			

1228A\SURVEY\DWG\22011228A ROW Sketch and Legal.dwg\01-SURVEY (2) By: JPINO

## **EXHIBIT C**

Revocable License Agreement between Broward County, Related FATVillage, LLC, and the City of Fort Lauderdale for the installation of improvements within the Revocable Licensee Area shown on Exhibit B.

### **SCOPE OF IMPROVEMENTS:**

Installation of landscaping, pavers, and irrigation within Revocable License Area.

All work will be according to the Approved Plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 220526001.

Additionally, at least 50% of the landscaping shall be native species, and all landscaping shall comply with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

## EXHIBIT D

### Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

#### General Requirements

Licensee shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing additional measures necessary to ensure proper maintenance.

**All items checked below are applicable to this Revocable License Agreement.**

#### Landscaping

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable License Area. Ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- At the completion of each ground cover trimming operation, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Licensee must address landscape deficiencies that result in a liability to the County within thirty-six (36) hours following notification to the Licensee.

**☒ Tree and Palm**

- Tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes to be clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned on a semi-annual basis by thinning and shaping to maintain the desired shape of the trees.

**☒ Tree Fertilization**

- Canopy Trees (up to three inches - 3") caliper must be fertilized to maintain good health and to meet the minimal requirements of each plant species.
- All palms must be fertilized at a minimum interval of three (3) times per year.

**☒ Irrigation**

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads, and/or replace them as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust on hard surfaces impacted by irrigation system.
- Repairs to the irrigation system must be repaired within twenty-four (24) hours of notification to the Licensee.

**Pavers**

- Damage to pavers that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damage to pavers that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Paver surfaces must be maintained to meet the Americans with Disabilities Act (ADA) compliance, including assuring that there are no tripping hazards in the pedestrian walking path.
- Paver surfaces must be cleaned on a routine basis by an appropriate method to prevent slippery paver surfaces.

**Tree Grates/Tree Root Ball/Tree Pit "Surround" Zone**

- Tree grates must be maintained and adjusted in a manner appropriate to prevent interference with the growth of the tree's trunk.
- Tree grates must be maintained in a manner appropriate to maintain ADA compliance on any abutting walking surface.
- Damages to tree grates that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damages to tree grates that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Tree grates must be pressure washed a minimum of once per year or more frequently, when necessary.

**Lighting**

- Ongoing maintenance of the lighting system is required to ensure continuous functionality and the safety of the public.
- Deficiencies, including outages, excess light spillage, low lumens, fixture or pole corrosion, damage to the fixture and/or pole, exposed wiring, and any other deficiencies that affect functionality must be repaired within twenty-four (24) hours of notification to the Licensee.

**Planters**

- Ongoing maintenance of the planters is required to ensure functionality and the safety of the public.
- Damages to planters that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damages to planters that result in a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.

**Walls**

- Damage to walls that result in a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee.
- Damage to walls that result in a liability to the County must be repaired or remediated within twenty-four (24) hours of notification to the Licensee.
- Maintain and clean the walls to guarantee an aesthetically pleasing appearance. County requests for cleaning walls must be completed within seventy-two (72) hours of notification to the Licensee.

**NOTES:**

All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

Broward County NatureScape program information can be found at:

<http://www.broward.org/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<https://ffl.ifas.ufl.edu/>

**EXHIBIT E  
MINIMUM INSURANCE REQUIREMENTS**

**Project:** Revocable License Agreement with Related FAT Village, LLC, and the City of Fort Lauderdale  
**Agency:** Highway Construction and Engineering Division

TYPE OF INSURANCE	ADDL. ISSD	SUBR. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury  <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>		=	*Maximum Deductible (Wind and/or Flood):		Completed Value
			*Maximum Deductible:		
<b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by COLLEEN POUNALL Date: 2025.02.14 06:30:36 -05'00' <hr/> Risk Management Division		

THIS INSTRUMENT WAS PREPARED BY:

Jonathan S. Gelman, Esq.  
Greenberg Traurig, P.A.  
401 East Las Olas Boulevard, Suite 2000  
Fort Lauderdale, Florida 33301

RETURN TO:

Jonathan S. Gelman, Esq.  
Greenberg Traurig, P.A.  
401 East Las Olas Boulevard, Suite 2000  
Fort Lauderdale, Florida 33301

COVER SHEET TO  
AMENDED AND RESTATED GROUND LEASE AGREEMENT  
BETWEEN CITY OF FORT LAUDERDALE ("Lessor")  
AND  
NEW RIVER TRADING POST LTD. ("Lessee")

**AMENDED AND RESTATED GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Lease Agreement"), entered into on Jan. 29, 2025<sup>b</sup> between the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, referred to as "Lessor", and NEW RIVER TRADING POST LTD., a Florida limited partnership, referred to as the "Lessee".

RECITALS

WHEREAS, Lessor and Lessee's predecessor-in-interest, NEW RIVER TRADING POST DEVELOPMENT, LLC, a Florida limited liability company, entered into that certain Ground Lease dated December 24, 2003 and recorded as Instrument Number 105729860 in the Public Records of Broward County, Florida (the "Original Lease Agreement"), as amended by that certain First Amendment to Ground Lease dated December 23, 2005 and recorded as Instrument Number 105729861 in the Public Records of Broward County, Florida (the "First Amendment to Original Lease Agreement" and together with the "Original Lease Agreement" collectively, the "Existing Lease Agreement") as to the "Leased Property" (as hereinafter defined) and as more particularly described on **Exhibit A** attached to this Lease Agreement; and

WHEREAS, Lessor and Lessee desire to amend and restate the Existing Lease Agreement in its entirety to (i) provide a greater public benefit than the existing Original Lease Agreement, (ii) acknowledge Lessee's performance of Lessee's development and construction covenants, conditions and obligations under the Lease; (iii) grant Lessee certain rights to re-develop the Leased Property; (iv) provide for certain contingencies in the event Lessee elects to exercise said right to re-develop the Leased Property; and (v) otherwise amend and restate the terms of the Existing Lease Agreement in their entirety as more particularly set forth below.

NOW THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true, correct and incorporated into this Lease Agreement.

2. DEFINITIONS. Capitalized terms used in this Lease Agreement that are not otherwise defined in this Lease Agreement shall have the meanings ascribed to such terms set forth below. Capitalized terms used in this Lease Agreement that are not defined in the following definitions shall have the meanings where first defined in this Lease Agreement.

2.1. As to each of the following definitions, use of the masculine gender shall be considered and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate

otherwise, the singular shall include the plural as well as the singular number.

"Additional Rent" means any rent due and owing under the Lease Agreement in addition to Base Rent.

"Affiliate", "Affiliated" or "Affiliated Person" means, when used with reference to a specific Person: (i) any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person; (ii) any Person that is an officer of, partner in, member of, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, partner, member, or trustee, or with respect to which the specified Person serves in a similar capacity; (iii) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class or equity securities or other form of ownership, or in which the specified Person has a substantial beneficial interest (10% or more); or (iv) a relative or spouse of the specified Person. As used in this definition, the term "relative" shall include all relationships specified in §732.103, Florida Statutes (2003) (intestate succession) as they pertain to the Person or Person's spouse, instead of decedent (e.g. the term includes brother-in-law or father-in-law). The definition also includes any Person, who if there was a relationship between an Affiliate as defined above and that Person it would constitute a violation of § 112.313 (3) (Doing Business With One's Agency) or §112.313(7) (Conflicting Employment or Contractual Relationship).

"Applicable Law" means with respect to any Person, all provisions of constitutions, statutes, rules, regulations and orders of governmental bodies or regulatory agencies applicable to such Person or the Project, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the Person is a party or by which it or its properties are bound.

"Approved Control Party" means individually and/or collectively, Alan C. Hooper and/or Tim Petrillo and their approved replacements as permitted in Section 3.1.5 below.

"Approved Development Plan" means the development plan and description of the Project approved in final by all approving bodies of the City in accordance with City Code, as such Approved Development Plan may be amended from time to time.

"Authorized Representative" means the Person or Persons designated and appointed from time to time as such by any party, including Lessor, any Association, the Project Lender, any Contractor, and Lessee, respectively, and that Person or Persons' successors or assigns.

"Bankruptcy Sale" means a sale of any property, or any interest in any property, under 11 U.S.C. §363 or otherwise in any bankruptcy, insolvency, or similar proceeding affecting the owner of such property.

"Bankruptcy Termination Option" means Tenant's right to treat this Lease Agreement as terminated under 11 U.S.C. §365(h)(1)(A)(i) or any comparable provision of law.

"Base Rent" means the amount of rent due to the City over each annual period from the Rental Commencement Date as adjusted as further described herein and as shown on the Rent and Payment Schedule affixed as **Exhibit B**, and payable at the beginning of each month during the applicable annual period in equal installments of one-twelve (1/12<sup>th</sup>) of the total annual rent. Florida sales tax or any other future governmental tax or fee on lease revenues are payable in addition to Base Rent.

"Bond" means a statutory payment and performance bond conforming to Chapter 255, Chapter 713, Florida Statutes, or both, as applicable, underwritten by a Surety reasonable acceptable to the Lessor and the Project Lender in an amount equal to one hundred percent (100%) of the cost of Redevelopment Project, including all site work and vertical construction, guaranteeing the Project Lender and the Lessor the completion of the Redevelopment Project including all site work and vertical construction of all of the Project as well as full payment of all suppliers, materialmen, laborers and subcontractors employed to provide services to complete the Redevelopment Project. The City Manager, on behalf of the Lessor, is authorized to agree in writing to certain components of the construction being deleted from the bonding requirement. If the deletion from bonding requirement is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

"Building" all buildings, structures, and other improvements, including site improvements, located on the Leased Property from time to time or otherwise described in this Lease Agreement as part of the Premises.

"Building and Improvements" means the Building, all structures and other Improvements contemplated by the Project Description and required by the Approved Development Plan for the Project, and constructed in accordance with the City Codes.

"Building Code" or "Building Codes" means the Florida Building Code (2001 Edition) as same may be amended from time to time, and other regulations and codes governing the construction of buildings and improvements within the City, including any successor to the Florida Building Code.

"Building Official" means that Person or those Persons authorized under the Building Code to issue on behalf of the City a Building Permit,

Certificate of Occupancy, or Certificate of Completion, temporary, partial or final.

"Building Permit" means for all or each part of the Project to be constructed upon the Leased Property, any permit, exclusive of an Engineering Permit, but including foundation only permits, issued by the Building Official pursuant to the Building Code.

"Certificate of Completion" means the certificate of completion issued by a Building Official pursuant to the Building Code.

"Certificate of Occupancy" means the final, temporary or partial certificate of occupancy issued by a Building Official pursuant to the Building Code.

"City" means the City of Fort Lauderdale, a municipal corporation created under the laws of the State of Florida.

"City Code" or "Code" means the Code of Ordinances of the City as may be amended from time to time. City Code includes the ULDR. The term also includes the Building Code which the City administers and enforces.

"City Commission" means the governing body of Lessor, by whatever name known or however constituted from time to time.

"City Engineer" means the person designated by the City as its chief administrative officer in charge of the City's Engineering Division and the issuance of Engineering Permits.

"City Manager" means the Chief Executive Officer of the City or his/her designee. The term shall at all times include, without limitation, Deputy City Manager(s) and Assistant City Manager(s), and that person formally designated to act for or in the absence of the City Manager.

"Commercial Condominium" means a "condominium" (as defined in Section 718.103, Florida Statutes), and the use for which the units are intended is primarily commercial, hotel, rental, office, retail or other business purpose.

"Contractor" means one or more Persons constituting a general contractor or major subcontractor properly licensed by the State of Florida, or other appropriate jurisdiction to the extent required by Applicable Law, authorized to perform construction contractor services in the State of Florida, registered with the City as required by Applicable Law, and bonded and insured to the extent required by Applicable Law.

"Control" means with respect to a specified person or entity, (a) the ownership, control or power to vote more than fifty percent (50.00%)

of (i) the outstanding shares of any class of voting securities or (ii) beneficial interests, of any such person or entity, as the case may be, or (b) the power to exercise direct control over the management or policies of such person or entity. For clarity, (x) a Person shall not be deemed to "Control" if such Person retains the right to approve certain "major decisions" of such Person and (y) a Person shall not be deemed to lack "Control" even though certain decisions may be subject to customary "major decision" consent or approval rights in favor of another Person.

"County" means Broward County, Florida, a political subdivision of the State of Florida.

"Deferred Base Rent Period" means the period commencing upon the Redevelopment Construction Commencement Date and expiring upon the sooner to occur of (i) thirty-six (36) months thereafter or (ii) on the Redevelopment Construction Completion Date.

"Department" means the City's construction services department or such department or such department which has responsibility for the administration of the planning and zoning requirements of the City and the issuance of development permits, as designated by the City Manager.

"Development Permit" means a Development Permit as defined in Section 47-35 of the ULDR.

"Engineering Permit" means a permit issued by the City Engineer or his Authorized Representative authorizing a Contractor to perform work in the City public-right-of-way or on Public Property owned or controlled by the City.

"Exhibit" means each of those agreements, appendices, diagrams, drawings, forms of instruments, instructions, schedules, sketches, specifications and other documents attached to this Lease Agreement or any other document contemplated by this Lease Agreement and designated as such.

"Existing Building" means the existing building and related on-site improvements within the building footprint as of the date of execution of the Amended and Restated Ground Lease Agreement.

"Existing Rent and Payment Schedule" means the schedule on the column labeled as "Existing Rent and Payment Schedule" for rental payments by Lessee to Lessor attached hereto as **Exhibit B**.

"Improvements" mean all improvements, except the Building, to the Leased Property or as required outside of the Leased Property as shown on the Approved Development Plan for the Project, and include, but are not limited to, site utilities, sidewalks, pavement, parking, lighting, irrigation and landscaping and other site furnishings and amenities.

"Lease Agreement" means this Amended and Restated Lease Agreement between Lessor and Lessee, including all attached Exhibits, as amended, modified or restated from time to time.

"Lease Commencement Date" means February 24, 2008.

"Lease Effective Date" means the date set forth on the first page of this Lease Agreement inserted manually by a duly authorized official of the City after the City has approved this Lease Agreement and all parties have executed it, which date shall be the date the last act is taken in fully executing the Lease Agreement by all parties.

"Lease Impairment" means Lessee's: (a) canceling, modifying, restating, surrendering, or terminating this Lease Agreement, including in connection with any casualty or condemnation event; (b) consenting, or failing to object, to a Bankruptcy Sale of any Premises; (c) exercising any Bankruptcy Termination Option; (d) subordinating this Lease Agreement or the leasehold estate to any other estate or interest in the Premises; or (e) waiving any term(s) of this Lease Agreement.

"Leased Property" means the Property owned by Lessor and leased to Lessee under this Lease Agreements more particularly described on **Exhibit A** included in this Lease Agreement.

"Major Alteration" means any exterior addition, alteration, or change to be performed after the Project Completion Date that would materially change the architectural style, building square footage, or structural integrity of the Building as same exists immediately following the Project Completion Date. For the avoidance of doubt, Major Alterations shall expressly exclude (i) restoration of the Building and/or improvements following a condemnation or casualty event, and (ii) periodic improvements, alterations, replacements, repairs and maintenance to the Building and improvements provided, with respect to such actions otherwise permitted under subsection (ii) above, same do not involve razing all of the Building and constructing improvements with a new design concept in its place, which design concept is materially different in architectural style, building square footage, or structural integrity from the Building as same exists immediately following the Project Completion Date.

"Minimum Entitlements" shall mean the City's minimum requirements for entitlements for the Redevelopment Project which are that any site plan approved must: (i) contain ground floor retail for a portion of the ground floor; (ii) contemplate a mix of uses reasonably acceptable to the City, which uses may include, without limitation, any, or a combination, of the following uses: retail, residential, multi-family, office, hotel, a full service restaurant and supportive permitted accessory uses thereto; (iii) contemplate a developed project with a minimum projected "as stabilized" market value of SIXTY MILLION AND 00/100 DOLLARS (\$60,000,000.00); and (iv) not rely on provisions of the Live Local Act in section 166.04151, Florida Statutes, as amended, and

with the parties acknowledging that this limitation reflects the City acting in its proprietary capacity as landowner and contracting party, and not in its regulatory capacity.

"New Building" means the new building to be built by Lessee after the razing of the Existing Building during the Redevelopment Option Period.

"Non-Affiliated Person" means a Person who is not an Affiliate of another specified Person.

"Permanent Residence" means that place where a person has his or her true, fixed, and permanent home and principal establishment to which, whenever absent, he or she has the intention of returning. A person may have only one permanent residence at a time; and, once a permanent residence is established in a foreign state or country, it is presumed to continue until the person shows that a change has occurred.

"Permanent Resident" means a person who has established a Permanent Residence.

"Permit" means any Building Permit, Engineering Permit, zoning permit, special approval or consent governing land use and zoning, or a development order to allow the construction of the Project, or any part thereof, to commence, continue or be completed.

"Person" means any natural person, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee, or other person acting in a similar representative capacity.

"Plans and Specifications" mean the plans, specifications, details and working drawings or construction documents and used by Lessee and the Contractor to obtain Building Permits and Engineering Permits for the Project, as such plans, specifications, details and working drawings are amended, modified, or restated from time to time.

"Project" means any improvements as may be constructed by the Lessee upon the Leased Property from time to time, provided such improvements and the use thereof do not violate the City Code. For the avoidance of doubt, the Project may consist, without limitation, of any, or a combination, of the following uses: retail, residential, multi-family, office, hotel, condominium, work/live (residential) and supportive permitted accessory uses thereto. For the avoidance of doubt, the Project shall be defined to include the "Redevelopment Project" in the event the Redevelopment Option is exercised as described in Section 3 below.

"Project Description" means the description of the Project as it exists on the date hereof, as same may be modified from time to time in Lessee's sole and absolute discretion, including, but not limited to, in connection with the Redevelopment Project.

"Project Lender" means any Person who holds an interest in or partial assignment of a leasehold mortgage encumbering the Leased Property, whether or not such interest or partial assignment are recorded.

"Redevelopment Construction Commencement Date" means the later to occur of the date on which: (i) Lessee receives all entitlements for the Redevelopment Project and(ii) a building permit for construction of the vertical improvements of the Redevelopment Project is issued by the City.

"Redevelopment Construction Completion Date" means the earlier to occur of: (i) the date on which a Certificate of Occupancy has been issued for the New Building constructed as part of the Redevelopment Project; or (ii) the date on which the Redevelopment Construction Completion Date is deemed to occur for purposes of Section 3.1.10 below.

"Redevelopment Deposit" means funds of Lessee in an amount of \$375,000.00, plus interest accruing thereon at a rate determined by the Lessor's City Treasurer.

"Redevelopment Lease Agreement" means that certain Ground Lease Agreement dated of even date herewith and recorded, or to be recorded, in the Public Records of Broward County, Florida, as and as same may hereafter be amended, modified, restated or replaced from time to time.

"Redevelopment Option" shall mean Lessee's unilateral right to undertake the Redevelopment Project.

"Redevelopment Option Period" means, subject to Unavoidable Delay, a period of up to seven (7) years after the Lease Effective Date with an option to extend for an additional one (1) year period pursuant to Section 3.1.10 below.

"Redevelopment Option Rent and Payment Schedule" means the schedule for rental payments by Lessee to Lessor attached hereto as **Exhibit B**.

"Redevelopment Project" means the Project to construct the New Building proposed by Lessee, as well as all related improvements, which Project shall satisfy the Minimum Entitlements and otherwise be consistent with applicable City Codes. For the avoidance of doubt, subject to the Minimum Entitlements, the Redevelopment Project may include, without limitation, vertically subdividing the Leased Property as deemed necessary or desirable by Lessee. For the avoidance of doubt, the "Redevelopment Project" shall be deemed a pre-approved Major Alteration for purposes of this Lease Agreement.

"Redevelopment Submission Period" means a period of up to two (2) years after execution of this Lease Agreement.

"Rent and Payment Schedule" means the Existing Rent and Payment Schedule until the Redevelopment Construction Completion Date, whereupon the Rent and Payment Schedule shall mean the Redevelopment Option Rent and Payment Schedule.

"Residential Condominium" means a "residential condominium" as defined in Section 718.103(26), Florida Statutes.

"Residential Condominium Unit" means a part of the Residential Condominium that is: (1) a Permanent Residence; (2) subject to exclusive ownership by a Permanent Resident; and (3) is eligible to serve as Permanent Residence for purposes of qualifying for the homestead exemption under Section 196.031, Florida Statutes.

"Right to Contest" means the procedure set forth in Section 26 of this Lease Agreement for challenging any lien, payment, charge, or compliance with any law, rule, regulation or other legal requirement as described therein.

"Surety" means any entity or Person licensed by and having an office in and authorized to do business in the State of Florida that is authorized to issue a Bond with at least an "A Best's Policy Holder's" rating and a Class VII Best's Financial Size Category.

"Unavoidable Delay" means the following events constituting excuse from timely performance by a party from any of its obligations under this Lease Agreement or any other document contemplated by this Lease Agreement: acts of God, acts of a public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine, restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a ten (10) year period preceding the Lease Commencement Date), exercise of the power of condemnation as to a portion of the Leased Property bearing a material relationship to the improvements to be constructed, strikes or labor disturbances, any of which shall be beyond the reasonable control of the party performing the obligation, adverse economic conditions in general for which performance may be delayed, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement or acts of or failure to act by any governmental authority (except that acts of Lessor shall not constitute an Unavoidable Delay with respect to performance by Lessor), which such event(s) or condition(s) or any

combination(s) thereof substantially frustrate on a commercially reasonable basis the performance contemplated by this Lease Agreement.

"ULDR" means the Unified Land Development Regulations of the City, as amended, renumbered, or restated from time to time. The ULDR is contained within and forms a part of the City Code.

3. LEASE. Lessor leases to Lessee, and Lessee accepts from Lessor, the Leased Property upon and subject to the terms of this Lease Agreement.

3.1 Redevelopment Project. During the Redevelopment Option Period, the following modifications to the Lease Agreement shall automatically occur and shall not require any execution, acknowledgment or delivery by Lessor in order to become effective as against Lessor:

3.1.1. Lessor hereby acknowledges receipt of the Redevelopment Deposit, which was deposited by Lessee with Lessor on May 15, 2025. In the event that Lessee completes the Redevelopment Project, the Redevelopment Deposit plus any accrued interest shall, at Lessee's option, either (i) become a credit against the monthly rent payment next due and any subsequent monthly rent until fully credited; or (ii) be immediately refunded to Lessee.

3.1.2. The Base Rent shall be at the rate of the Existing Rent and Payment Schedule.

3.1.3. During the Deferred Base Rent Period (if applicable), Base Rent shall be deferred until the sooner to occur of: (i) the Redevelopment Construction Completion Date or (ii) thirty-six (36) months after the Redevelopment Construction Commencement Date, and shall be repaid by Lessee in equal monthly installments over a period equal to the Deferred Base Rent Period. For purposes of illustration, if the Deferred Base Rent Period is thirty-six (36) months, then the amount of Base Rent deferred during such period shall be divided by thirty-six (36) and paid in equal monthly installments following the month after the Deferred Base Rent Period (i.e., the thirty-seventh (37<sup>th</sup>) month).

3.1.4 Effective upon the Redevelopment Construction Completion Date (if applicable), the Rent and Payment Schedule shall be defined to mean the Redevelopment Option Rent and Payment Schedule.

3.1.5. Until the sooner to occur of: (i) termination of the Redevelopment Option; and (ii) the last day of the thirty-sixth (36) full calendar month following the Redevelopment Construction Completion Date (if applicable) (the "Control Period"), Control of Lessee shall be exercised by an Approved Control Party; provided, however, Lessor shall not unreasonably withhold, condition or delay its consent to a replacement Approved Control Party provided such Person has business experience and a development track record reasonably sufficient to manage completion of the Redevelopment Project. Any denial of consent by Lessor

shall be accompanied by a written explanation of the reasons for denial. Following expiration of the Control Period there shall be no restrictions on a change of Control of the Lessee.

3.1.6. In connection with the Redevelopment Project, Lessor will join in such plats, covenants in lieu of unity of title, easements, restrictive covenants, easement vacations, permit applications, or modifications and such other reasonable documents, including but not limited to non-disturbance and attornment agreements as provided in this Lease Agreement, as may be necessary for Lessee to secure financing, develop and use the Leased Property in accordance with the plans set forth in a manner otherwise permitted hereunder, provided that such joinder by Lessor shall be at no cost to Lessor other than its costs of review, and also provided that the location, terms, and form of any such easements or other documents shall be reasonably acceptable to Lessor, which acceptance shall not be unreasonably withheld or delayed. Lessor shall cooperate with Lessee, at no expense to Lessor, in granting or providing to Lessee such temporary easements, licenses, street closures and rights for construction and staging over and across property owned or controlled by Lessor and adjacent to, or in reasonable proximity to, the Leased Property for use during the construction of the Redevelopment Project.

3.1.7. Lessor agrees to reasonably cooperate with Lessee in relocating existing utility lines and facilities adjacent to the Leased Property which need to be relocated to develop or improve the Redevelopment Project, including reasonable use of existing easements benefiting the Leased Property and adjoining rights of way to the Leased Property, and the location and stubbing of utility connections leading to the Leased Property in a manner consistent with the plans submitted by Lessee. Such relocation of existing utilities shall be at the expense of the non-City utility provider or Lessee.

3.1.8 Subject to Unavoidable Delay, in the event Lessee fails to submit a proposal for the Redevelopment Project to the DRC for approval on or before expiration of the Redevelopment Submission Period, then the Redevelopment Option shall be terminated, and the Lessee shall continue to owe rent under the Existing Rent and Payment Schedule for the remainder of the term of the Lease Agreement, and, in such event, the Redevelopment Deposit shall be immediately refunded to Lessee. Upon timely submittal of a proposal for the Redevelopment Project to the DRC for approval on or before expiration of the Redevelopment Submission Period, this Section 3.1.8 shall be deemed satisfied and the termination referenced herein shall automatically be deemed null, void and of no further force or effect.

3.1.9 Within thirty (30) days following the Redevelopment Construction Commencement Date, Lessee shall pay the City a one (1) time

development fee equal to THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00).

3.1.10 If the Lessee satisfies the conditions herein for the Redevelopment Construction Commencement Date to occur, then, the Redevelopment Option shall be deemed exercised and Lessee shall use diligent efforts to cause the Redevelopment Construction Completion Date to occur prior to expiration of the Redevelopment Period; provided, however, if Lessee has started vertical construction of structural improvements above grade and is diligently pursuing its construction activities but has not caused the Redevelopment Construction Completion Date to occur prior to expiration of the Redevelopment Option Period, then Lessor, acting through the City Manager who is authorized to execute on behalf of Lessor, shall not unreasonably withhold its consent to extend the Redevelopment Option Period for an additional one (1) year to permit Lessee to cause Redevelopment Construction Completion Date to occur. If the extension is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

Subject to Unavoidable Delay, if the Lessee satisfies the conditions herein for the Redevelopment Construction Commencement Date to occur and maintains the Bond as required in Section 9 below, but after using diligent efforts fails to cause the Redevelopment Construction Completion Date to occur prior to expiration of the Redevelopment Option Period, as same may be extended; it shall not be considered a default under this Lease Agreement; however, in such event, the Redevelopment Construction Completion Date shall be deemed to occur, and Lessee shall commence paying Base Rent in accordance with the Redevelopment Option Rent and Payment Schedule, commencing on the first (1<sup>st</sup>) day following expiration of the Redevelopment Option Period, as same may be extended (i.e., eight (8) years following the Lease Effective Date).

3.2. Lessee's Obligation to Secure Development Permits and Permits. In the event Lessee exercises the Redevelopment Option, the Lessee shall be responsible, at its sole cost and expense, to secure all necessary local, County, State and Federal permits for the construction of the Redevelopment Project. Lessor may join in all development permit applications as fee simple owner of the Leased Property to the extent Lessor finds such requests to be consistent with this Lease Agreement.

4. PERMITTED USE AND OCCUPANCY. Lessee may, in Lessee's sole discretion, alter, construct, demolish, develop, excavate, expand, reconstruct, redevelop and/or renovate the Leased Property at any time during the Term provided that such activity does not violate the City Code.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Lessor. Lessor represents that it is a duly constituted municipal corporation existing under the laws of the State of Florida. There are no actions, suits or proceedings pending or threatened against

Lessor or which affect Lessor or its officials of which Lessor is aware in any Court or before or by any Federal, State, County or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Lessor's ability to observe or perform its obligations under this Lease Agreement.

5.2. Lessor's Ability. Entering into this Lease Agreement is a valid, binding and permissible activity within the power and authority of Lessor and does not violate any City Code, Charter provision, rule, resolution, ordinance, policy or agreement of Lessor or constitute a default by Lessor of any agreement or contract to which it is a party.

5.3. Authority. All steps, acts and conditions required by the Statutory Charter of Lessor and of the governing documents of Lessor to be done as a condition precedent to the execution of this Lease Agreement have been done, and Lessor has full authority to enter into this Lease Agreement.

5.4. Title. Lessee acknowledges that Lessor has made no warranties or representations of any nature whatsoever regarding the validity of title for the Redevelopment Project, including, but not limited to, title restrictions that may prevent construction of the Redevelopment Project.

5.5. "As Is" Property Condition. Lessee is leasing the Leased Property in its physically "as is" condition and Lessee acknowledges Lessor makes no representations as to its suitability for the uses or purposes provided by this Lease Agreement.

5.6. Proper Officials of Lessee. The individuals executing this Lease Agreement and related documents on behalf of Lessee are duly authorized to take such action, which action shall be, and is, binding on Lessee.

5.7. Other Agreements or Requirements of Lessee. The execution, delivery, consummation, and performance under this Lease Agreement will not violate or cause Lessee to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Lessee is a party or constitute a default there under or cause acceleration of any obligation of Lessee thereunder.

5.8. Lessee's Ability. Lessee represents that it is a Florida limited partnership authorized to transact business within the State of Florida and that it has the ability to undertake the obligations of this Lease Agreement. There are no actions, suits or proceedings pending or threatened against or affecting Lessee or its principals which Lessee is aware of in any Court or before or by any Federal, State, County or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Lessee's ability to perform its obligations pursuant to this Lease Agreement. Entering into this Lease Agreement is a valid, binding and permissible activity within the power and authority of Lessee and does not violate

any charter, bylaws, policies, partnership agreement or other governing documents of Lessee or constitute a default by Lessee of any agreement or contract to which it is a party.

5.9. Compliance. Lessee shall comply with all laws, ordinances, regulations and orders of Federal, State, County and Municipal authorities pertaining to the Leased Property, and the construction and operation of the Project or both. Lessee covenants and agrees that there will be no discrimination as to race, color, creed or national origin in the construction and operation of the Project.

6. POSSESSION. The parties acknowledge that Lessee is currently in possession of the Leased Premises under the Existing Lease Agreement. Following the Lease Agreement becoming effective, Lessee shall without any gap in possession continue to possess the Leased Property pursuant to the terms of this Lease Agreement.

7. TERM. The term of this Lease Agreement shall commence on the Lease Commencement Date and shall expire on February 24, 2058.

8. RENT. Rent shall commence on the Rental Commencement Date. All rental payments throughout the term of this Lease Agreement shall be paid in advance in equal monthly installments on the first day of each month to which applicable and in accordance with the Existing Rent and Payment Schedule in **Exhibit B** unless and until the Redevelopment Construction Completion Date occurs (or is deemed to occur pursuant to Section 3.1.10 above), upon which Lessee will pay rent in accordance with the Redevelopment Option Rent and Payment Schedule. Florida sales tax or any other governmental taxes and fees on lease revenue as may apply and shall be paid by Lessee in addition to Base Rent. Rent shall be made payable in person, by delivery, or U.S. mail to the address of Lessor's City Treasurer unless otherwise notified in writing by Lessor.

8.1. Intentionally Omitted.

8.2. Grace Period. All delinquent sums that are payable to Lessor under this Lease Agreement shall bear interest at a rate equal to the periodic composite of current annual interest rates on five (5) year United States Government agency issues in effect as of the date of delinquency, but not less than twelve percent (12%) per annum and not greater than eighteen percent (18%) per annum. Interest shall be calculated from the date the delinquent sum is due less a five-day grace period, to the date of payment.

9. BONDS FOR IMPROVEMENTS. Prior to the Redevelopment Construction Commencement Date, Lessee shall furnish Lessor with a copy of the Bond (as defined in Section 2.1), which shall name Lessor as an obligee or additional obligee, and shall remain in effect through final completion of the Improvements and expiration of any applicable lien or claim period.

10. LEASEHOLD MORTGAGES.

10.1. Lessee, including Lessee's successors and/or assigns shall have the right to mortgage their respective interest of Lessee's interest under this Lease Agreement to a Federal or State Savings & Loan Association, Bank or Trust Company, Insurance Company, Pension Fund or Trust or any other Non-Affiliated Person, without obtaining the prior consent of Lessor, subject, however, to the other terms and conditions of this Lease Agreement, to the extent applicable. For purposes of this Section 10, references to Lessee shall also include Lessee's successors and/or assigns.

10.2. If Lessee shall mortgage its leasehold interest and if the holder of the mortgage or pledge shall forward to Lessor a duplicate original of the leasehold mortgage in form proper for recording, or a copy of the mortgage certified as a true copy by the Office of Official Records of the County, together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this Section 10 shall apply.

10.2.1. When giving notice to Lessee with respect to any default under the provisions of this Lease Agreement, Lessor will also serve a copy of such notice upon the leasehold mortgagee. No such notice to Lessee shall be deemed to have been given unless a copy of such notice has been mailed to such leasehold mortgagee, which notice must specify the nature of each such default.

10.2.2. In case Lessee shall default under any of the provisions of this Lease Agreement, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to perform any matter or thing which Lessee is required to do or perform and Lessor shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Lessee. The leasehold mortgagee, upon the date of mailing by Lessor of the notice referred to in subsection 10.2.1 shall have, in addition to any period of grace extended to Lessee under the terms and conditions of this Lease Agreement for a non-monetary default, a period of one hundred twenty (120) days within which to cure any nonmonetary default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Lessee for failure to pay rent, or failure to pay any amount otherwise required under the terms of this Lease Agreement (e.g., including, but not limited to, taxes or assessments), the leasehold mortgagee shall have sixty (60) days from the date the notice of default was mailed to the leasehold mortgagee within which to cure such default.

10.2.3. In case Lessee shall default under any of the provisions of this Lease Agreement, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which Lessee

is required to do or perform and Lessor shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Lessee.

10.2.4. In the case of any default by Lessee, Lessor will take no action to effect a termination of the term of this Lease Agreement after the service of a notice provided for in Section 10.2.1 above by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, from the mailing of the default notice by Lessor to Lessee, with a copy to such leasehold mortgagee, within which either: (i) to obtain possession of the Leased Property (including possession by a receiver) and cure such non-monetary default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings and complete such foreclosure or otherwise acquire Lessee's interest under this Lease Agreement with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default shall be timely cured, and provided further, that nothing in this Section 10 shall preclude Lessor from exercising any rights or remedies under this Lease Agreement with respect to any other default by Lessee during any period of forbearance.

10.2.5. In the event of the termination of this Lease Agreement or of any succeeding lease made pursuant to the provisions of this Section 10 prior to its stated expiration date, Lessor will enter into a new lease of the Leased Property with the leasehold mortgagee or, at the request of such leasehold mortgagee, to a corporation formed by or on behalf of such leasehold mortgagee or by or on behalf of the holder of the note secured by the leasehold mortgage held by such leasehold mortgagee, for the remainder of the term, effective on the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions and limitations contained in this Lease Agreement, provided that such leasehold mortgagee makes written request and executes, acknowledges and delivers to Lessor such new lease within thirty (30) days from the date of such termination and such written request and such new lease is accompanied by payment to Lessor of all amounts then due to Lessor, including reasonable counsel fees, court costs and disbursements incurred by Lessor in connection with any such default and termination as well as in connection with the execution and delivery of such new lease, less the net income collected by Lessor subsequent to the date of termination of this Lease Agreement and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the rent thereafter becoming due under such new lease. Any new lease referred to in this Section 10 shall not require any execution, acknowledgment or delivery by Lessor in order to become effective as against Lessor and Lessor shall be deemed to have executed, acknowledged and delivered any such new lease immediately upon receipt by Lessor of such new lease accompanied by: (i) payment to Lessor of all amounts then

due to Lessor of which the leasehold mortgagee shall theretofore have received written notice; and (ii) an agreement by the leasehold mortgagee to pay all other amounts then due to Lessor of which the leasehold mortgagee shall not theretofore have received written notice. In addition, immediately upon receipt by Lessor of such new lease, as provided in this Section 10, Lessor shall be deemed to have executed, acknowledged and delivered to the leasehold mortgagee an assignment of all subleases covering the Leased Property which theretofore may have been assigned and transferred to Lessor and all subleases under which subtenants shall be required to attorn to Lessor pursuant to the terms and conditions of such subleases or this Lease Agreement. Such assignment by Lessor shall be deemed to be without recourse as against Lessor. Within ten (10) days after a written request therefore by the leasehold mortgagee, such assignment or assignments shall be reduced to a writing in recordable form and executed, acknowledged and delivered by the Lessor to the leasehold mortgagee.

10.2.6. The leasehold mortgagee of all or any portion of the Leased Property may become the legal owner and holder of this Lease Agreement for such Leased Property by foreclosure of its mortgage or as a result of the assignment of this Lease Agreement in lieu of foreclosure, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease Agreement as provided in this Section 10, except that such leasehold mortgagee may assign this Lease Agreement without Lessor's consent to any institutional assignee at any time whether prior or subsequent to issuance of the Final Project Completion Certificate.

10.2.7. In the event that a leasehold mortgagee shall become the owner or holder of Lessee's interest by foreclosure of its mortgage or by assignment of this Lease Agreement in lieu of foreclosure or otherwise, the term "Lessee", as used in this Lease Agreement, means only the owner or holder of Lessee's interest for the time being so that, in the event of a sale, assignment or other disposition of Lessee's interest in this Lease Agreement by the leasehold mortgagee, the leasehold mortgagee shall be entirely freed and relieved of all covenants and obligations of Lessee under this Lease Agreement and it shall be deemed and construed, without further agreement between Lessor and the leasehold mortgagee or between Lessor, the leasehold mortgagee and the leasehold mortgagee's purchaser or assignee at any such sale or upon assignment of Lessee's interest, that the purchaser or assignee of Lessee's interest has assumed and agreed to carry out any and all covenants and obligations of Lessee.

10.2.8. The provisions of this Section are cumulative of any other provision of this Lease Agreement that restrict remedies of Lessor, including without limitation, the provision of this Lease Agreement which preclude Lessor from terminating the Lease Agreement or exercising any right of re-entry or repossession of the Leased Premises.

10.3. Within ten (10) days after written request by Lessee or by Lessee's leasehold mortgagee, or in the event that upon any sale, assignment or mortgaging of Lessee's interest in this Lease Agreement by Lessee or Lessee's leasehold mortgagee, an offset statement shall be required from Lessor, Lessor agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee, purchaser, assignee or to Lessee, certifying (if such be the case): (i) the amount of rental and additional rental due under this Lease Agreement, if any, and the date to which rentals have been paid; (ii) that this Lease Agreement is in full force and effect; (iii) that Lessor has no knowledge of any default under this Lease Agreement, or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which are known and may be asserted by Lessor against the Lessee in respect of obligations pursuant to this Lease Agreement.

10.4. So long as Lessee's interest in this Lease Agreement shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee, that they shall not surrender or accept a surrender of this Lease Agreement or any part of it, nor shall they cancel, abridge or otherwise modify this Lease Agreement without the prior written consent of such leasehold mortgagee in each instance.

10.5. Reference in this Lease Agreement to acquisition of Lessee's interests in this Lease Agreement by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Lessee's interest in this Lease Agreement by any purchaser at a sale on foreclosure of the leasehold mortgage and provisions applicable to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

10.6. So long as Lessee's interest in this Lease Agreement shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee that Lessor shall not sell, grant or convey to Lessee all or any portion of the Lessor's fee simple title to the Leased Property without the prior written consent of such leasehold mortgagee. In the event of any such sale, grant or conveyance by the Lessor to Lessee, the Lessor and Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease Agreement into a fee simple title to the Leased Property. This subsection shall not be construed to prevent a sale, grant or conveyance of Lessor's fee simple title by the Lessor to any person, firm or corporation other than Lessee, its successors, legal representatives and assigns.

10.7. Reference in this Lease Agreement to a leasehold mortgagee shall be deemed to refer where circumstances require, to any assignee of a leasehold mortgagee; provided that such assignee shall forward to Lessor a duplicate original of the assignment of the leasehold mortgage in form proper for recording, or a copy of such assignment, certified as a true copy by the Office of Official Records of the County, together with a written notice setting forth the name and address of the assignee.

10.8. Any leasehold mortgage shall be specifically subject and subordinate to Lessor's rights under this Lease Agreement. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon Lessee's interest in this Lease Agreement or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against Lessor or Lessor's interest in this Lease Agreement. Despite any provision which is or may appear to be to the contrary in this Lease Agreement, under no circumstances whatsoever shall the fee simple title interest of Lessor in the Leased Property, or any portion of them, be subordinated.

10.9. A leasehold mortgagee (or its designee or nominee) may become the legal owner and holder of the interest of. Lessee under this Lease Agreement, including, without limitation, ownership of the Building and Improvements erected on or to be erected on the Leased Property, by foreclosure or other enforcement proceedings, or by obtaining an assignment of this Lease Agreement in lieu of foreclosure or through settlement of or arising out of any pending or threatened foreclosure proceeding, without Lessor's consent, subject always to the applicable terms and provisions of this Lease Agreement.

10.10. The provisions of this Section 10 in favor of the leasehold mortgagee shall inure to the benefit of the leasehold mortgagee and its successors, assigns and designees, and also any other purchaser or transferee of this Lease Agreement pursuant to any foreclosure or bankruptcy proceedings, or assignment in lieu thereof.

10.11. Notwithstanding any contrary provision of this Lease Agreement, the leasehold mortgagee shall not be liable or responsible in any respect for any of Lessee's obligations under this Lease Agreement unless and until the leasehold mortgagee becomes the owner and holder of this Lease Agreement through foreclosure or bankruptcy proceedings, or assignment in lieu thereof.

10.12. The City Manager, with legal review of the City Attorney, is authorized on behalf of Lessor to agree to amend this Lease Agreement to include such changes as may be reasonably required by Lessee's leasehold mortgagee(s), from time to time; provided, such changes do not materially impair Lessor's rights under this Lease Agreement, or materially increase Lessor's obligations under this Lease Agreement. If the change is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

10.13. Notwithstanding anything to contrary contained herein, the purchasers of leasehold condominium units may freely mortgage, pledge or otherwise encumber their leasehold condominium units subject to the Lease and the Condominium Documents and no consent of Lessor shall be required.

10.14. If at any time multiple leasehold mortgagees exist: (a) any consent by or notice to leasehold mortgagee refers to all leasehold mortgagees; (b) except under clause "a," the most senior leasehold mortgagee may exercise all rights of leasehold mortgagee(s), to the exclusion of junior leasehold mortgagee(s); (c) to the extent that the most senior leasehold mortgagee declines to do so, any other leasehold mortgagee may exercise those rights, in order of priority; and (d) if leasehold mortgagees do not agree on priorities, then a written determination of priority issued by a title insurance company licensed in the State of Florida shall govern.

10.15. Any Lease Impairment made without leasehold mortgagee's consent shall (at leasehold mortgagee's option) be null, void, and of no force or effect, and not bind Lessee, leasehold mortgagee, or new lessee. Every fee mortgage shall be, and state that it is, subject and subordinate to this Lease Agreement and any new lease, and shall attach only to the Lessor's fee estate in the Leased Property.

10.16. If Lessor or Lessee initiates any appraisal, arbitration, litigation, or other dispute resolution proceeding affecting this Lease Agreement, then the parties shall simultaneously notify leasehold mortgagee. Leasehold mortgagee may participate in such proceedings on Lessee's behalf, or exercise any or all of Lessee's rights in such proceedings, in each case (at leasehold mortgagee's option) to the exclusion of Lessee. No settlement shall be effective without leasehold mortgagee's consent, unless Lessee simultaneously pays the settlement, and the claimant has released (or does not assert) any claim against leasehold mortgagee.

10.17. In no event shall the leasehold mortgagee or any successor or assign of mortgagee have any liability under or with respect to this Lease Agreement or a new lease beyond their interests in the Premises.

10.18. The terms of this Section 10 shall expressly survive termination of the Lease Agreement.

11. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

11.1. Compliance with Regulations of Public Bodies. Lessee, or Lessee's successors and/or assigns, at its or their own cost, shall keep and maintain the Building and Improvements on the Leased Property owned by Lessee in compliance with all governmental laws and requirements applicable to such Building and Improvements. Lessee, or Lessee's successors and/or assigns, shall have the right, at its or their own cost, to contest, by appropriate legal proceedings, diligently conducted, the validity or applicability of complying with such laws or requirements. Lessor, on written request, shall sign any appropriate papers, or join in any such contest or empower Lessee to act in the name

of Lessor as may be necessary or proper to permit Lessee to contest such laws or requirements.

11.2. Indemnification Against Claims. Lessee shall indemnify, defend and save harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease Agreement, for any bodily injury, loss of life or damage to property sustained in or about the Leased Property, or to or about the Building and Improvements placed on them, or their appurtenances, or upon adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them except if arising due to Lessor's negligence or willful misconduct. Lessee shall also specifically defend with counsel selected by Lessee any action or proceeding brought against Lessor as the result of any claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessee, Lessor or both except if arising due to Lessor's negligence or willful misconduct.

11.3. No Liens Created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease Agreement, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon Lessee's (or Lessee's successors and/or assigns) leasehold interests in the Leased Property by leasehold mortgagees. All persons contracting with Lessee, or furnishing materials or labor to Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease Agreement. Lessee shall not be deemed to be the agent of Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon Lessor's estate under the provisions of Chapter 713, Florida Statutes, 1991, and subsequent revisions of that law. A Memorandum of Lease to be recorded in the Public Records of Broward County by Lessee shall contain the appropriate clause under Chapter 713 of the Florida Statutes notifying third parties that they may not impose a lien on Lessor's interest in the Leased Property for labor, services or materials furnished to, or at the request of Lessee and any such liens are hereby prohibited. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be

discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

11.4. Insolvency of Lessee. Should Lessee, at any time during the term of this Lease Agreement, suffer or permit to be filed against it a composition or arrangement proceeding under state law which is not vacated within ninety (90) days, or make any assignment for the benefit of its creditors, or should a receiver be appointed for the Lessee's property because of Lessee's insolvency and the appointment not vacated within ninety (90) days thereafter, or should Lessee's leasehold interest be levied on and the lien not discharged within ninety (90) days after levy has been made, and should such failure in any manner jeopardize material rights of Lessor, then, and in such event, and upon the happening of any of these events, Lessor shall have the right to pursue the remedies set forth in Section 13 hereof. Subject to applicable provisions of the Bankruptcy Code, should Lessee, at any time during the term of this Lease Agreement suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it which is not vacated within ninety (90) days thereafter, or institute a composition or an arrangement proceeding under Chapters 7, 11, or 13 of the Bankruptcy Code, as they may be amended from time to time, Lessor shall have the right to pursue the remedies set forth in Section 13 hereof.

11.5. Independent Contractor. Lessee is an independent contractor under this Lease Agreement. Personal services provided by Lessee shall be by employees of Lessee and subject to supervision by Lessee, and not as officers, employees, or agents of Lessor. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Lease Agreement shall be those of Lessee.

11.6. Operating Costs.

11.6.1. Lessee agrees promptly to pay when due all operating, maintenance and service charges and costs, including telephone, gas, electricity, water, utility connections, and all other expenses incurred in the use and operation of the Leased Property.

11.6.2. Lessee agrees to obtain at its expense all permits and licenses which may be required by any governmental unit. Upon the Lessor's written request, at reasonable intervals, the Lessee shall promptly furnish to the Lessor evidence satisfactory to the Lessor showing Lessee's compliance with its obligations under this Section.

11.7. Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in the County and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

#### 11.8. Taxes.

11.8.1. During the term of this Lease Agreement, Lessee agrees to pay when due all real property taxes and special assessments of whatsoever kind levied and assessed against the Leased Property (any special assessments levied by Lessor or by any agency of Lessor upon the Leased Property must be uniform in application to the general geographical area) and the Building and Improvements built and placed on the Leased Property by Lessee, except against the Public Improvements. Lessee further agrees to pay when due all sales and use taxes, and any and all other taxes or assessments imposed upon and being the liability of Lessee and arising out of this Lease Agreement, including any sales taxes due on rental payments. On or before March 31 of each Lease year of the term of this Lease Agreement, Lessee agrees to deliver to Lessor tax receipts showing the payment by Lessee of all taxes and special assessments.

11.8.2. Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Leased Property or the Building and Improvements built and placed on the Leased Property and in case any such real property taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, canceled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Leased Property or the Building and Improvements built and placed on them by Lessee which are finally determined to be due and payable on any such disputed or contested items. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expenses to Lessor. The term "legal proceeding", as used above, shall be construed as including appropriate appeals from any administrative actions, judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them. If required by law, Lessor agrees to join in any such legal proceeding or empower Lessee to act in the name of Lessor.

#### 11.9. Repairs and Maintenance.

11.9.1. Upkeep. Lessee agrees, at its expense, to keep and maintain the Leased Property, including the Building and Improvements, furnishings, fixtures and personal property in a good state of repair and condition, normal wear and tear or damage by the elements excepted (subject to the provisions of Sections 15 and 16 hereof).

11.9.2. Repairs. Lessee agrees, at its expense, to make repairs to the Building and Improvements situated upon the Leased Property, including electrical, plumbing, sewer and sewer connections which solely serve the Leased Property, structural and all other repairs that may be required to be made.

11.9.3. Enforcement. If Lessee or any successor or assign of Lessee, shall fail to comply with the provisions of this Section 11.9,

Lessor shall have the right to compel such Lessee, or any successor or assign of Lessee, to enforce such repair and maintenance obligations.

11.10. Major Alteration. With the exception of the Redevelopment Project, Lessee will not make or allow to be made any Major Alterations to all or any part of the Leased Property and Improvements located on the Leased Property without the prior written consent of City Manager, who is authorized on behalf of Lessor to agree, which consent will not be unreasonably delayed, withheld, or conditioned. If the Major Alteration is not approved by the City Manager, Lessee may seek such approval from the governing body of Lessor.

The approval of any Major Alteration by Lessor as provided for in this Section 11.10 shall not in any affect or limit the rights, responsibilities, obligations, authority or powers of Lessor or any other appropriate governmental official, agency or entity having jurisdiction over the Project, or any part thereof, from acting in its governmental and regulatory capacity, including acting under zoning and building codes and any other applicable laws, codes, ordinances and regulations.

11.11. Surrender. Lessee at its expense agrees to deliver the Leased Property to the Lessor upon the termination of this Lease Agreement in their then existing state of repair and condition at the time of surrender.

11.12. Quiet Enjoyment. Lessor covenants, warrants and agrees that Lessee, and Lessee's successors and assigns, shall be entitled peacefully to enjoy, to occupy) and to possess the Leased Property throughout the Lease term without interference, hindrance or molestation.

11.13. Signs. All signs, whether vertical or horizontal, or any advertising erected, maintained or displayed at or on the Leased Property or upon any Improvements shall comply with all applicable governmental laws, rules, regulations and ordinances.

11.14. Receipts. Lessee shall, upon written demand by Lessor, obtain and deliver to Lessor receipts, satisfactions and discharges showing the payment of any obligation required of Lessee by Lessor pursuant to the terms of this Lease Agreement.

11.15. Recording of Lease. After the Lease Effective Date, Lessee will record at its own expense a Memorandum of Lease in the Public Records of the County, and thereafter, Lessee shall have the right to record at its own expense this entire Lease Agreement and all amendments thereto in the Public Records of County.

11.16. Inspection of Leased Property. Except as to work/live units, Lessor or its agents shall have the right to enter the Leased Property and the Building and Improvements constructed thereon at all reasonable hours upon prior written notice for the purpose of inspecting

them, or for any other purposes not inconsistent with the terms of this Lease Agreement, consistent with reasonable security measures of the tenants of the Lessee and upon suitable prior arrangements with them, which approval shall not be unreasonably refused by any occupant.

## 12. OWNERSHIP AT TERMINATION

12.1. The Building and Improvements and fixtures of every kind erected, placed or affixed on the Leased Property shall remain the property of Lessee and/or its successors and/or assigns until the end of the term or earlier termination of this Lease Agreement for any reason (except casualty or condemnation as provided in Sections 15 and 16 hereof at which time they shall be and become the property of Lessor. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the realty by Lessee and incapable of being removed without structural or functional damage to the realty, becomes a part and parcel of it. Non-fixture personalty owned by Lessee at the expiration of the term of the Lease or earlier termination of this Lease Agreement, for any reason, shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such personalty.

12.2. Any property installed or attached to the Leased Property by any of Lessee's subtenants, whether or not attached to the freehold, shall be and remain such subtenants' property and may be removed by the subtenants upon the termination of subleases, provided that such subtenants repair, restore and save Lessor harmless from all damage to the Leased Property including the Building and Improvements located thereon and owned or controlled by such subtenants, caused by such removal.

12.3. Upon the expiration or sooner termination of this Lease Agreement, all of Lessee's right, title and interest in and to the Building and Improvements shall automatically pass to, vest in and belong to Lessor without further action on the part of either party and without cost or charge to Lessor free and clear of any and all claims of Lessee, except Lessee shall have the right to remove its trade fixtures. At Lessor's request, Lessee shall execute any documents necessary or convenient for the purpose of further evidencing the conveyance of title of the Building and Improvements.

12.4. Lessee shall own and have the right to take the depreciation deductions under the tax laws for the Building and Improvements heretofore or hereafter erected on the Leased Property. Title to the Building and Improvements, equipment in or appurtenant thereto and all changes, additions and alterations therein and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Leased Property, shall be and remain in Lessee until the expiration of the term of this Lease Agreement, unless sooner terminated as herein provided. Upon the expiration or sooner termination of this Lease Agreement, all of Lessee's right, title and interest in and to the

Building and Improvements shall automatically pass to, vest in and belong to Lessor without further action on the part of either party and without cost or change to Lessor free and clear of any and all claims of Lessee, except Lessee shall have the right to remove the vault, safe deposit boxes and all security systems. At Lessor's request, Lessee shall execute any documents necessary or convenient for the purpose of further evidencing the conveyance of title of the Building and Improvements. During the term of this Lease Agreement, Lessee alone shall be entitled to claim depreciation on the Building and Improvements, equipment in or appurtenant thereto and all changes, additions and alterations therein, and all renewals and replacements thereof, for all taxation purposes.

### 13. DEFAULT; REMEDIES

13.1. Time of the Essence. Lessor and Lessee each agree promptly to perform, comply with and abide by this Lease Agreement, and each agree that time of payment and of performance of material obligations are of the very nature and essence of this Lease Agreement.

#### 13.2. Default in Rent; Grace Period.

Lessee shall have a grace period of twenty (20) days within which to pay any and all sums of all rents due. If any sums of money required to be paid by Lessee to Lessor shall remain unpaid for a period of twenty (20) days after receipt of written notice of non-payment from Lessor, then, subject to Section 10 hereof, Lessor shall have the following options and privileges:

(1) Partial accelerations. The Lessor may declare one year's rental as presently due and payable. Such declaration shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the Lessee to pay rent under the terms of this Lease Agreement for the period unaffected by the declaration.

(2) Termination. The Lessor may, after delivery of a second notice and expiration of an additional ten (10) day cure period, terminate the Lease Agreement. All sums due and owing under this Lease Agreement, as well as accruing default interest in accordance with Section 8 above, shall survive termination of this Lease Agreement.

(3) In addition to partial acceleration as outlined above, the Lessor may exercise any or all other options available to it as provided herein which options may be exercised concurrently or separately with the exercise of the above option.

13.3. Default in Other Provisions; Grace Period. If Lessee shall default in the performance of any other term of this Lease Agreement (except the payment of rent), then the Lessor shall send to Lessee a written notice of default, specifying the nature of the default, and

Lessee shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease Agreement shall then continue as before.

If Lessee shall fail to timely cure and remedy such default, then subject to the provisions of Section 10 hereof, Lessor shall have the right to declare, by written notice to Lessee, that the Lease Agreement is in default, and to use all remedies available to Lessor under this Lease Agreement.

If default shall be made in any covenant, agreement, condition or undertaking contained in this Lease Agreement to be kept, observed and performed by Lessee, other than the payment of rent, which default cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessee, and if Lessee, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to exercise any remedies available to Lessor under this Lease Agreement.

Notwithstanding anything contained to the contrary herein, Lessor agrees that in the event (and only in the event) Lessee defaults in the performance of this Lease Agreement whether by non-payment of rent or by other default (and not cured pursuant to the provisions of Sections 10, 13.2 or 13.3 hereof as applicable), resulting in the termination of this Lease Agreement and the eviction of Lessee, its successors and assigns, Lessor will not disturb the occupancy of Lessee's subtenants, provided the subtenants attorn to Lessor as "Lessor" under all the terms, provisions and conditions of their subleases and further provided that the subtenants are not then in default upon any of the terms, provisions and conditions of their subleases, and providing such subleases are subject to the terms, provisions and conditions of this Lease Agreement. Lessor agrees to execute commercially reasonable non-disturbance agreements in favor of Lessee's subtenants upon Lessee's written request.

13.4. Subtenants. Lessor agrees that in the enforcement of Lessor's rights under this Lease Agreement, Lessor will not disturb the occupancy of Lessee's subtenants including any rental tenants, or other occupants of the Leased Property, provided such parties attorn to Lessor as Lessor under all the terms, provisions and conditions of their subleases, and/or other occupancy documents and further provided that such occupancy documents are subject to the terms, provisions and conditions of this Lease Agreement.

Notwithstanding anything to the contrary contained herein, in the event of any default under the Lease, Lessor shall not disturb the occupancy of condominium unit owners, including any rental tenants or other occupants, provided such parties attorn to Lessor as Lessor under the terms of the Lease and the Condominium Documents.

13.5. Lessor Default. If Lessor shall fail in the performance of any material term of this Lease Agreement, then Lessee, or its agent, may send to Lessor a written notice of default, specifying the nature of the default, and Lessor shall, within sixty (60) days after the date of the notice, cure and remedy the default, and this Lease Agreement shall then continue as before; provided, however, in the event such breach cannot with due diligence be cured within a period of sixty (60) days, and if written notice of the default shall have been given to Lessor, and if Lessor, prior to the expiration of sixty (60) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default within a reasonable period of time, then Lessor shall not be in default under this Lease Agreement. Failure of the Lessee to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease Agreement in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

13.6. Remedies for Lessee. In the event there shall be a material default under this Lease Agreement by Lessor and such default shall continue after any applicable grace period, Lessee shall have the right to all legal and equitable remedies under Applicable Law.

14. INSURANCE. The parties agree to the following provisions pertaining to insurance.

14.1. As a condition precedent to the effectiveness of this Lease, during the term of this Lease and during any renewal or extension term of this Lease, Lessee, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Lessee. Lessee shall provide Lessor a certificate of insurance evidencing such coverage. Lessee's insurance coverage shall be primary insurance for all applicable policies, in respect to the Lessor's interests. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability and obligations under this Lease. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of Lessor's Risk Manager.

14.2. The coverages, limits and/or endorsements required herein protect the interests of Lessor, and these coverages, limits and/or endorsements shall in no way be required to be relied upon by Lessor for assessing the extent or determining appropriate types and limits of coverage to protect Lessee against any loss exposures, whether as a result of this Lease or otherwise. The requirements contained herein, as well as Lessor's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease.

14.3. The following insurance policies and coverages are required as applicable:

14.4. Builder's Risk Coverage. For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000.00 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Lessor;
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project;
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

14.5. This policy shall insure the interests of Lessor, Lessee, and subcontractors in the property against all risk of physical loss and damage, and name Lessor as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by Lessor.

14.6. Pollution and Remediation Legal Liability (Hazardous Materials). For the purpose of this Section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Lessee shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

14.7. Pollution Liability Coverage. The Lessee/Tenant shall procure and maintain coverage in an amount not less than \$1,000,000.00 per claim insuring the City against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.

14.8. Asbestos Liability Coverage (if any). For sudden and gradual occurrences and in an amount not less than \$1,000,000.00 per claim arising out of work performed under or in any way related to this Lease. Any contractor performing any asbestos abatement procedures must be licensed and in full compliance with State and Federal laws and regulations.

14.9. Disposal Coverage. Lessee/Tenant shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000.00 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000.00 per claim.

14.10. Property Coverage. Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000.00 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause;
- Any separate Flood and/or Windstorm deductibles are subject to approval by Lessor.

14.11. This policy shall insure the interests of Lessor and Lessee in the property against all risk of physical loss and damage, and name Lessor as a Loss Payee.

14.12. All insurance proceeds received by or on account of this Lease shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Lease so damaged or destroyed.

14.13. Lessee shall, at its own expense, take all reasonable precautions to protect the Premises from damage or destruction.

14.14. Commercial General Liability. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for Products and Completed Operations
- \$100,000.00 each occurrence for Damage to Rented Premises

14.15. Policy must include coverage for contractual liability and independent contractors.

14.16. Lessor, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising

out of activities performed by or on behalf of Lessee. The coverage shall contain no special limitation on the scope of protection afforded to Lessor, its officials, employees, and volunteers.

14.17. Lessor shall have the right to review the amount of commercial general liability insurance provided by Lessee at ten (10) year intervals following the Lease Commencement Date. If at the time of such review, Lessor determines that the City typically requires lessees of City-owned property comparable in type of use, size and function of the Project to provide insurance coverage in an amount in excess of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) combined single limits, then the amount of insurance required herein of Lessee may be increased to the amount generally required to be provided by lessees of City-owned property comparable in type of use, size and function as the Project, and Lessee agrees to provide such additional coverage in accordance with the terms, conditions and other provisions of this Lease Agreement.

14.18. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Lessor must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Lessor's Risk Manager, if they are in accordance with Florida Statute.

14.19. The Lessee waives, and the Lessee shall ensure that the Lessee's insurance carrier waives all subrogation rights against the Lessor, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

14.20. The Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

14.21. Insurance Certificate Requirements.

Lessee shall provide Lessor with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to execution of this Lease and no later than thirty (30) days prior to commencement of any improvements.

Lessee shall provide to the Lessor a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Lessee to provide the proper notice. Such notification will be in writing by

registered mail, return receipt requested, and addressed to the certificate holder.

In the event the Lease term or any surviving obligation of Lessee following expiration or early termination of the Lease goes beyond the expiration date of the insurance policy, Lessee shall provide Lessor with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. Lessor reserves the right to suspend the Lease until this requirement is met.

The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

14.22. Lessor shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

14.23. Lessor shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

14.24. The Lease, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

14.25. The Certificate Holder should read as follows:

City of Fort Lauderdale  
Attn: City Manager's Office  
401 SE 21st Street  
Fort Lauderdale, FL 33316

14.26. Lessee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding Lessor as an Additional Insured shall be at Lessee's expense.

14.27. If Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Lease, Lessee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

14.28. Lessor and Lessee hereby waive or agree to cause their respective insurers to waive subrogation or consent to a waiver of right of recovery, or to agree that the insurance is not invalidated if the insured has waived, or has waived before the casualty, the right to recover against the other.

14.29. Lessee's insurance coverage shall be primary insurance in respect to Lessor, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Lessor shall be non-contributory.

14.30. Any exclusions or provisions in any insurance policy maintained by Lessee that excludes coverage required in this Lease shall be deemed unacceptable and shall be considered breach of contract.

14.31. All required insurance policies must be maintained during the Lease. Any lapse in coverage may be considered breach of contract. In addition, Lessee must provide to Lessor confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Lease. Lessor reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

14.32. Lessee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Lease to Lessee's insurance company or companies and the Lessor's Risk Management office as soon as practical.

14.33. In order to reduce the hazards and risks of interruption of business occasioned by windstorm and other acts of God, Lessee agrees that it will, at its expense, take all reasonable precautions to protect the Leased Property from damage or destruction. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee shall not be obligated to obtain terrorism insurance.

14.34. It is Lessee's responsibility to ensure that any and all of Lessee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Lessee. Lessor reserves the right to adjust insurance limits from time to time at its discretion with notice to Lessee.

## 15. CASUALTY.

15.1.1. If a casualty loss affecting all or part of the Buildings and Improvements located on the Leased Property should occur, Lessee, or its successors and/or assigns, shall promptly notify Lessor in writing about the loss, and, to the extent insurance proceeds are made available to Lessee for such purpose, the Lessee shall diligently commence and complete the reconstruction or repair of any loss or damage caused by fire or other casualty. If conditions exist at the time of the casualty that support the development of a different Project than that existing at the time of such casualty event, Lessee may amend the Project as Lessee deems necessary.

15.1.2. If a casualty occurs in the last five (5) years of the Lease Term (and taking into consideration any term potentially available to Lessee under the Redevelopment Lease Agreement), Lessee has the option to either rebuild as provided in this Lease Agreement or clear the Leased Property, pay the balance of the Rent per **Exhibit B** to the Lessor and the proceeds of the insurance paid to Lessee and terminate the Lease and deliver possession of the Leased Premises to Lessor.

15.1.3. Notwithstanding anything to the contrary contained herein, in the event of a casualty loss or condemnation, Lessee shall designate a trustee ("Insurance Trustee") (who shall be, prior to satisfaction of any leasehold mortgagee's lien on Lessee's leasehold interest in the Lease Agreement, the leasehold mortgagee) to receive, hold and expend any insurance proceeds and/or any condemnation award (as may be applicable). Project Lender is authorized, in its sole and absolute discretion, to apply the insurance proceeds and/or condemnation award to the repayment of debt. In the event the insurance proceeds and/or condemnation award is applied toward the repayment of debt, Lessee shall have a reasonable period of time following such application to secure alternate financing for restoration of the Project.

16. CONDEMNATION. In the event of a taking affecting all or any part of the Leased Property, including any Building or Improvement located thereon, the Lessor shall promptly notify the Lessee of the taking ("Notice of Taking"). The Notice of Taking shall identify that part of the Leased Property that is the subject of the taking and include the date on which the taking is scheduled to occur. In such event, the parties shall be governed by the following provisions as applicable at the date of the Notice of Taking.

16.1. Condemnation Involving a Full Taking. If the taking affects all of the Leased Property or so much of the Leased Property so as to render the Leased Property unfit for purposes of developing the Project in accordance with this Lease Agreement, the liability and obligation of each party under this Lease Agreement shall terminate on a date mutually agreed-upon by the parties, which shall not be later than the date on which the taking occurs. Upon such occurrence, the Lessee shall be entitled to make any claim against the condemnor that the Lessee may be entitled to because of any loss or damage of any kind whatsoever incurred by Lessee in (i) pre-development activities associated with securing Permits and financing for the Project, (ii) the loss of all or any part of the Building and Improvements erected upon the Leased Property by the Lessee, but not including off-site public improvements constructed for the benefit of Lessor, and (iii) the early termination of this Lease Agreement. Lessee shall be entitled to the entire condemnation award as to its own claim as described herein.

16.2. Condemnation Involving a Partial Taking. If the Lessor and the Lessee reasonably determine that the taking affects only part of the Leased Property so that the part of the Leased Property not so taken is sufficient for the purposes of developing or restoring the Project in

accordance with this Lease Agreement, this Lease Agreement shall continue in full force and effect, and the Lessee shall be entitled to make claim against the condemnor that the Lessee may be entitled to because of any loss or damage of any kind whatsoever, including, without limitation: (i) the loss of all or any part of the Building and Improvements erected upon the Leased Property by the Lessee its successors and assigns; and (ii) the loss of the then unexpired portion of the fixed term of this Lease Agreement (and taking into consideration any additional term available to Lessee under the Redevelopment Lease Agreement). Lessee shall be entitled to the entire condemnation award as to its claim. The Lessee shall use the proceeds received by the Lessee pursuant to this Section 16.2 for purposes of restoring those portions of the Building and Improvements upon the remainder of the Leased Property and impacted by the condemnation to as near their former condition as circumstances will permit pertaining to the partially taken Building and Improvement owned by Lessee, its successors and assigns. If conditions exist at the time of the casualty that support the development of a different Project than that shown on the Approved Development Plan, Lessee may amend the Approved Development Plan and propose such changes to this Agreement as are reasonable given current conditions and such amendments may be implemented subject to City commission approval.

16.2.1. In the event of a partial taking between the Lease Effective Date and the Construction Completion Date, any delay in the Project caused by the condemnation proceedings and the reconfiguration or restructuring of the Project shall be an Unavoidable Delay.

16.2.2. In the event of a partial taking after the Construction Completion Date, the Lessee shall diligently pursue the reconfiguration or restructuring of the Project, and shall cause the repair or reconstruction of the portion of the Building and Improvements to remain on the remainder of the Lease Property in a prompt manner and in accordance with applicable law and, City Codes or the Lessor and Lessee may mutually agree to modify the Approved Development Plan and rebuild a revised Project.

16.2.3. In the event of a partial taking after the Rental Commencement Date, the rent payable shall be reduced by that proportion which the square footage of the land so taken bears to the original square footage of the entire Leased Property, and the Rent and Payment Schedule may be amended by the City's Authorized Representative and an amended **Exhibit B** affixed hereto, with the adjustment in payments, including any proration in the first effected month, to be based on the date of the order of taking.

16.2.4. If a taking occurs in the last five (5) years of the Lease Term (and taking into consideration any term potentially available to Lessee under the Redevelopment Lease Agreement), Lessee has the option to either rebuild as provided in this Lease Agreement or clear the Leased Property, pay the proceeds of the condemnation award to Lessor and

terminate the Lease and deliver possession of the Leased Premises to Lessor.

17. RESTRICTIONS ON ASSIGNMENT AND TRANSFER.

17.1. Restrictions on Assignment of Leased Property and the Lease Agreement. Lessee represents and agrees for itself and its successors and assigns (except as so authorized by the provisions of this Lease Agreement) that it will not, during the term of this Lease Agreement transfer the Leased Property, or suffer to be made or created, any total or partial assignment, conveyance, or pledge of Lessee's interest in the Lease Agreement (other than Financing or any partial assignment under Section 19.2) or in any other mode or form or with respect to this Lease Agreement or the Leased Property, without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld and such consent shall be evidenced by an amendment to this Lease Agreement executed in recordable form. For the avoidance of doubt, such consent will not be required for any subtenancy, or any partial assignment under Section 19.2, or Lessee's granting of any easements affecting the Leased Property, provided such easement expressly states that it shall automatically terminate upon expiration or earlier termination of this Lease unless otherwise approved in writing by Lessor. Any such consent to an assignment, transfer, conveyance or pledge by the Lessor shall be subject to all of the terms and provisions of this Lease Agreement, and shall release the Lessee from all of its post transfer obligations under this Lease Agreement, subject to satisfaction of conditions 17.1.1 through 17.1.4 below. The obtaining of any consent shall not affect the rentals payable to Lessor. Lessor agrees that consent will not be unreasonably withheld, delayed or conditioned. The Lessor may be entitled to require additional conditions prior to granting any assignment approval, at Lessor's reasonable discretion, in addition to the following:

17.1.1. Any proposed successor Lessee or proposed successor Lessee therein shall have the business experience and development track record and sufficient financial capacity to carry out the obligations under this Lease Agreement, as determined, in the reasonable discretion of the Lessor.

17.1.2. Any proposed successor Lessee, by instrument in writing satisfactory to the Lessor, in its reasonable discretion, and in recordable form, shall, for itself and its successors and assigns expressly assume all of the obligations of the transferor Lessee under this Lease Agreement and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions ("terms and conditions") to which the transferor Lessee is subject.

17.1.3. There shall be submitted to the Lessor for review all instruments and other legal documents reasonably necessary to review compliance with Section 17.1. There shall be no "transfer fee" charged

by the Lessor relative to a transfer hereunder, except as otherwise provided in Section 17.2 below.

17.1.4. Lessee shall pay Lessor the reasonable costs incurred by Lessor in conjunction with Lessor's review of any assignment hereunder, including instruments and other legal documents.

Any denial of consent by Lessor under this Section 17 shall be accompanied by a written explanation of the reasons for denial.

17.2. Transfer Fee. In consideration of Lessor's agreement to permit assignments and transfers under this Lease, Lessee shall pay to Lessor, upon each and every assignment (other than in connection with Financing or any partial assignment under Section 19.2), a transfer fee equal to FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to be paid by the transferee in connection with such transfer; provided, however, Lessor agrees to waive such fee in connection with the first (1<sup>st</sup>) assignment following the Lease Effective Date. Such fee shall be due and payable to Lessor concurrently with the closing of each transfer and shall constitute Additional Rent hereunder. This obligation shall apply to all transfers during the Term of the Lease, regardless of the number of transfers. The foregoing fee shall be in addition to, and not in lieu of, any costs payable by Lessee for Lessor's review of assignment documents as provided in this Section.

18. Lessor acknowledges that Lessee shall have the right to vertically subdivide all or any portion of the Project into legally separate parcels of real property. Lessor agrees, at no cost to Lessor, to cooperate with Lessee in accomplishing such vertical subdivision, including, but not limited to, by consenting to creation of master covenants to promote the integrated and/or mixed-use nature of the Project, and consenting to bifurcation of the leasehold interest granted this Lease Agreement from time to time to facilitate the development and operation of the various components of the Project. The form and substance of such lease bifurcation and master covenants shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

19. Lessor acknowledges that Lessee shall have the right to submit all or any portion of the Project and any improvements constructed thereon to condominium form of ownership pursuant to the "Condominium Act" as defined in Chapter 718 of the Florida Statutes, subject to the terms and conditions of the Lease, as amended hereby, by recordation of a declaration of condominium ("Declaration") among the Public Records of Broward County, Florida ("Submission"). In the event all or any portion of the Project is submitted by Lessee to condominium form of ownership, any requirements or restrictions contained in Section 718.401, Florida Statutes, with respect to the Lease are hereby incorporated by reference into the Lease (except for those requirements or restrictions not applicable in the case of the ground lessor being a political subdivision of the State of Florida). To the extent that the

Division of Florida Condominiums, Timeshares and Mobile Homes ("Division") determines at any time and from time to time that there are any statutory or regulatory provisions applicable to the Project, then in such event the Lease shall be deemed automatically amended to incorporate such required provisions, and, upon written request of Lessee, Lessor shall execute any additional amendments or documents required by the Division. In addition, upon Submission, the following provisions shall automatically be incorporated into the Lease as if originally set forth therein:

19.1. Lessor shall have the right, prior to filing with the Division or Submission, as applicable, to examine and approve (such approval shall not be unreasonably withheld, delayed or conditioned) the Declaration, the articles of incorporation and by-laws of the condominium association ("Association"), and the form of instrument by which Lessee will transfer individual leasehold condominium units (collectively hereinafter the "Condominium Documents"); provided, however, if Lessor does not provide Lessee with written objections to the Condominium Documents within twenty (20) days of delivery, Lessor shall be deemed to have approved the Condominium Documents. In the event Lessor shall fail to provide Lessee with written objections to the Condominium Documents within such 20-day period, Lessee shall deliver written notice to Lessor advising Lessor that Lessor has not responded to Lessee within the required 20-day period and Lessor shall have an additional five (5) days thereafter to respond to Lessee with such objections. Lessor's failure to respond after the expiration of the additional 5-day period shall be deemed an approval of the Condominium Documents.

19.2. Each leasehold condominium unit owner shall acquire by partial assignment from Lessee a leasehold interest hereunder, subject to the terms, provisions, and covenants of the Lease and the Condominium Documents (alternatively, at Lessee's option, the Association may acquire an assignment of the Lease on behalf of each leasehold condominium unit, or, both the Association and each unit owner shall acquire such assignment). The partial assignments of the Lease (and/or the assignment of the Lease to the Association, as the case may be) to accomplish the sale of leasehold condominium units shall not require the approval of Lessor pursuant to Section 17 of the Lease.

19.3. Lessee shall establish an Association to operate and administer the daily operations of each portion of the Project subjected to condominium form of ownership. Upon Submission, the Association shall be responsible for undertaking and performing all obligations of Lessee pursuant to this Lease owed to the Lessor, including the payment of Rent, and, except as otherwise provided in Sections 718.301(5)-(6), Florida Statutes, Lessee shall only be released from all of its obligations under the Lease until after the turnover of control of the Association from Lessee to the owners of all leasehold condominium units. Upon Submission, all expenses of Lessee incurred under the Lease shall become common expenses to be shared amongst all leasehold condominium unit owners in the manner set forth in the Declaration. Upon Submission, Lessor shall

not have a right of possession or control as to any portion of the Project subject to the Submission except after default, the expiration of applicable grace period and the exercise of Lessor's remedies pursuant to the Lease.

19.4. Lessor and Lessee agree to amend this Lease from time to time to the extent required by Florida Law or the Division or to the extent requested by Lessee to accommodate the sale of leasehold condominium units or to update the legal description of the Leased Property, provided said amendments do not materially and adversely affect the rights of Lessor and provided any expenses incurred in connection with any such amendments shall be paid by Lessee.

19.5. Residential Condominium Restriction. Notwithstanding the foregoing, Lessee agrees that, commencing on the date hereof and continuing thereafter throughout the remainder of the term of this Lease Agreement, the Project shall not be subjected to a Residential Condominium. Notwithstanding the foregoing, nothing in this Lease shall preclude, prohibit, or restrict the creation of a Commercial Condominium on all, or any portion of, the Project. Furthermore, the restriction contained herein shall expressly exclude that certain existing condominium regime known as "New River Trading Post, A Condominium", created pursuant to that certain Declaration of Condominium, recorded on December 28, 2007 in Official Records Book 44945, Page 1370, of the Public Records of Broward County, Florida.

20. SUCCESSORS IN INTEREST. The covenants and agreements contained in this Lease Agreement shall be binding on and inure to the benefit of the respective permitted successors and assigns of the parties whether by merger or otherwise. wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

21. NOTICES. All notices required by law and by this Lease Agreement to be given by one party to the other shall be in writing, and the same may be served as follows:

21.1. By certified mail, return receipt requested, to the following addresses:

Lessor: City Manager  
CITY OF FORT LAUDERDALE  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, FL 33301

Lessee: NEW RIVER TRADING POST LTD.  
c/o Alan Hooper  
421 N. Andrews Ave.  
Fort Lauderdale, FL 33301

Copy to: Jonathan S. Gelman, Esq.  
401 East Las Olas Boulevard, Suite 2000

Fort Lauderdale, Florida 33301

or to such other addresses as the parties may by writing designate to the other party. The notice may also be served by personal delivery to Lessor or Lessee, or to the agent of Lessee in charge of the Leased Property.

21.2. The notice to any leasehold mortgagee, as provided in Section 10 will only be provided if such mortgagee has complied with the provisions of such Section.

22. ESTOPPEL CERTIFICATES. Lessor agrees that, at any time and from time to time during the Term of this Lease, within twenty (20) days after request by Lessee, Lessor will execute, acknowledge and deliver to any prospective purchaser, assignee, tenant, mortgagee or other person designated by Lessee, a certificate stating: (a) that this Lease Agreement is unmodified and in force and effect (or if there have been modifications, that this Lease Agreement is in force and effect as modified, and identifying the modification agreements); (b) confirming that the rent has been paid in full; (c) whether or not there is any existing default by either party hereto, and, if there is any such default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses, or counterclaims against enforcement of the obligations to be performed hereunder; (e) confirmation of any dates in connection with the Redevelopment Option, including, the Redevelopment Construction Commencement Date, the Redevelopment Construction Completion Date, the Redevelopment Submission Period, and the Deferred Base Rent Period; (f) whether the Redevelopment Option has been exercised hereunder; and (g) any other information relating to this Lease Agreement reasonably requested by Lessee.

23. SPECIFIC COMPLIANCE WITH ENVIRONMENTAL LAWS. Lessee agrees to conduct its business operations in compliance with all Applicable Laws, including laws and regulations designed for the protection of the environment.

24. SEVERABILITY. If any Section, subsection, sentence, clause, provision, or part of this Lease Agreement shall be held invalid for any reason, the remainder of this Lease Agreement shall not be affected.

25. SUBROGATION. Lessor shall have the option, after sixty (60) days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of Lessee under this Lease Agreement, and the amount of any such payment and the value of any such performance, together with interest on them, shall be secured by this Lease Agreement, and shall be promptly due and payable to Lessor as additional rent.

26. RIGHT TO CONTEST. Lessor or Lessee each respectively may, at its sole discretion and expense, after prior written notice to the other parties hereto, contest by appropriate action or proceeding conducted

in good faith and with due diligence, the amount or validity or application, in whole or in part, of any lien, any payment of any taxes, assessments, impact fees or other public charges of a similar nature that may from time to time be levied upon or assessed by any appropriate governmental authority against Lessee, the Project (or any part thereof) or the Leased Property any other payment specifically identified in this Agreement, or compliance with any law, rule, regulation or other such legal requirement. Such proceeding shall suspend or toll the time frames required under this Lease Agreement for the execution or enforcement of such charge, payment or requirement. The party seeking the benefit of this Section shall have furnished to the other parties such security, if any, as may be required in such proceeding or as may be reasonably requested by the others, to protect the Project and the Leased Property and any part thereof, and any interest of such parties hereunder.

27. CONFORMITY TO LAW. Lessee acknowledges that the Leased Property and Building and Improvements to be constructed thereon are subject to all Applicable Law, and to provisions and restrictions governing land use and zoning, site and structure design, compliance with building, environmental and occupational codes as determined by the applicable governing entity or instrumentality having jurisdiction.

28. LICENSES AND PERMITS. Lessee shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all Applicable Laws relative to development and operation to be conducted on the Leased Property in accordance with this Lease Agreement. Upon Lessor's written request, at reasonable intervals, Lessee agrees to provide Lessor with a copy of such permits and payments.

29. RADON GAS. Florida Statutes require that the following notification be given for real estate transactions of this type: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

30. NO BROKER. With the exception of Colliers International Florida, LLC, which Lessee has agreed to fully compensate with no obligation to Lessor, Lessor and Lessee hereby represent and warrant, each to the other, that they have not dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of any kind or nature for a commission or similar fee or compensation with respect to or arising out of this Lease Agreement. To the extent permitted by law, specifically including Section 768.28, Florida Statutes, Lessor and Lessee hereby indemnify, to the extent provided by law, each other against, and agree to defend and hold each other harmless from, any liability or claim (and all expenses, including, without limitation, reasonable attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real

estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and/or this Lease Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Lease Agreement.

31. SUBORDINATION. Lessor hereby subordinates in favor of any leasehold mortgagee any right to a Lessor's lien against the furnishings, fixtures, machinery, equipment, furniture, inventory and/or any other items of personal property which is owned by Lessee, Lessee's successors and/or assigns or tenants, and now located or may hereafter be delivered or installed in or upon any of the Building and Improvements situated upon the Leased Property. This subordination is self-executing and no further evidence of the subordination must be produced. However, if requested by any leasehold mortgagee, Lessor shall execute and deliver a subordination agreement in the form reasonably required by such leasehold mortgagee within fifteen (15) business days of written request and the governing body of Lessor hereby authorizes and instructs the Authorized Representative to sign and deliver such subordination agreement when found not to be inconsistent with the purpose and intent of this Section.

32. DELAYS. In the event either party hereto is delayed in the performance of any act required hereunder by reason of an Unavoidable Delay, performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of such act shall be extended for a period equivalent to the period of the Unavoidable Delay and all dates, time periods, deadlines as contained in the Project Development Schedule shall be extended by the time period caused by the delay.

33. TECHNICAL AMENDMENTS: SURVEY CORRECTIONS. In the event that due to minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Lease Agreement, the parties agree that amendments to this Lease Agreement required due to such inaccuracies, unforeseen events or circumstances which do not change the substance of this Agreement may be made and incorporated herein. The Authorized Representatives of Lessor and Lessee is authorized to approve such technical amendments on behalf of Lessor and Lessee, and is authorized to execute any required instruments, to make and incorporate such amendment to this Lease Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

34. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including Lessor, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes (2025), as amended. Notwithstanding any provisions of this Lease, the fee interest of the City may not be encumbered, attached or levied upon.

35. SCRUTINIZED COMPANIES. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Lessee certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2025), as may be amended or revised. The Lessor may terminate this Agreement at the Lessor's option if the Tenant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

36. PUBLIC ENTITY CRIME. As provided in Section 287.132-133, Florida Statutes (2025), a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes (2025), as may be amended or revised.

37. ANTI-HUMAN TRAFFICKING. As a condition precedent to the effectiveness of this Agreement, Lessee shall provide Lessor with an affidavit signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

38. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement, consisting of Sections 1 through 38, inclusive, constitutes the final repository of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease Agreement been

induced on the part of any party except as expressed in writing in this Lease Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION ON FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida

Signature \_\_\_\_\_  
Printed Name TERMAN WINGARD

By: [Signature]  
Dean J. Trantalis, Mayor

Address: 101 NE 3rd Ave.  
FL Lauderdale, FL 33301

By: [Signature]  
Rickelle Williams, City Manager

Signature \_\_\_\_\_  
Printed Name Toni Hauschick

Approved as to form and correctness:  
Shari L. McCartney, City Attorney

Address: 101 NE 3rd Ave.  
FL Lauderdale, FL 33301

By: [Signature]  
Shaun Amarnani, Asst. City Attorney

ATTEST:

[Signature]  
David R. Soloman, City Clerk



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of January, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced as identification.

[Signature]  
Notary Public, State of Florida  
KRYSTAL LAZCANO  
Name of Notary Typed, Printed or Stamped

(SEAL)





Sealed through National Archives and Records Administration  
My e-mail: ksp@nara.gov, 2025-03-03  
1000 Jefferson Davis Highway, Suite 1204  
Arlington, VA 22202  
CRYSTAL LIVING

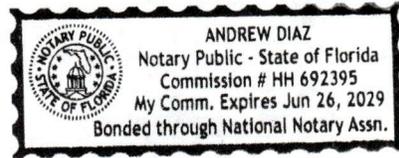
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of January, 2026, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

Andrew Diaz  
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped





**EXHIBIT A**

LEASED PROPERTY

LEGAL DESCRIPTION

Parcel "A" of THE BAREFOOT MAILMAN, according to the plat thereof as recorded in Plat Book 152, Page 32, of the Public Records of Broward County, Florida.

SAID LANDS NOW DESCRIBED AS FOLLOWS:

All of the Units in NEW RIVER TRADING POST, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 44945, Page 1370, as amended from time to time, of the Public Records of Broward County, Florida.

**EXHIBIT B****REDEVELOPMENT OPTION RENT AND PAYMENT SCHEDULE**

<b>CALENDAR YEAR</b>	<b>Existing Rent and Payment Schedule</b>	<b>Redevelopment Option Rent and Payment Schedule</b>
2025	\$87,345.82	\$309,015.62
2026	\$89,529.46	\$316,741.01
2027	\$91,767.70	\$324,659.53
2028	\$94,061.89	\$332,776.02
2029	\$96,413.44	\$341,095.42
2030	\$98,823.77	\$349,622.81
2031	\$101,294.37	\$358,363.38
2032	\$103,826.73	\$367,322.46
2033	\$106,422.39	\$376,505.52
2034	\$109,082.95	\$385,918.16
2035	\$111,810.03	\$395,566.11
2036	\$114,605.28	\$405,455.27
2037	\$117,470.41	\$415,591.65
2038	\$120,407.17	\$425,981.44
2039	\$123,417.35	\$436,630.98
2040	\$126,502.78	\$447,546.75
2041	\$129,665.35	\$458,735.42
2042	\$132,906.99	\$470,203.80
2043	\$136,229.66	\$481,958.90
2044	\$139,635.40	\$494,007.87
2045	\$143,126.29	\$506,358.07
2046	\$146,704.45	\$519,017.02
2047	\$150,372.06	\$531,992.45
2048	\$154,131.36	\$545,292.26
2049	\$157,984.64	\$558,924.56
2050	\$161,934.26	\$572,897.68
2051	\$165,982.62	\$587,220.12
2052	\$170,132.18	\$601,900.62
2053	\$174,385.49	\$616,948.14
2054	\$178,745.12	\$632,371.84
2055	\$183,213.75	\$648,181.14
2056	\$187,794.10	\$664,385.67
2057	\$192,488.95	\$680,995.31

\ 2058	\$197,301.92	\$698,020.19
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