



22

## SECTION 1 | SUMMARY INFORMATION

Date: 9/14/2025

☒ Agenda Item
 ☐ Commission Memo
 ☐ Letter (to external agency)
 ☐ Other Document

 Document Title/Purpose: Second Amendment to Lease agreement with Best Roofing  
 Serviss, LLC for Police department Warehouse

Commission Meeting Date: 9.3.2025 CAM #: 25-0794 Item #: CM-10

 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: Sonia Sierra Ext: 5598

Department: CMO Router Name: Angela Salmon Ext: 3442

Department Approval (Director/Chief): Name: Init.: Date:

\*Return Document To: Angela Salmon Department: CMO Ext: 3442

\*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 #: 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: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials:

Route to: Finance (if applicable) Date: N/A Route to: CCO Date:

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

City Clerk Office Receive and Scan Date: Rec. on 9/12/25 Number of Originals: 2

Route to CMO Date: 9/12/2025 Route to Mayor Date:

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

LOG #: SEP62 Date Received: 9/15/25 Received From: CCO

 To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☒ B. Rogers

Approved Init. for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

Executive Assistant Route to CCO Date: 9/18/25

**AMENDED AND RESTATED STANDARD GROSS PROPERTY LEASE**

This **AMENDED AND RESTATED STANDARD GROSS PROPERTY LEASE** (sometimes hereinafter referred to as the "**Lease**") made and entered into this 24<sup>th</sup> day of August, 2015 shall serve to amend that certain Lease Agreement dated December 15, 2009 by and between 1500 NE 12 Terrace, LLC (hereinafter called "**LANDLORD**"), whose address for purposes hereof is 145 Huguenot Street, Suite 405, New Rochelle, NY 10801 and City of Fort Lauderdale (hereinafter called "**TENANT**"), whose address for purposes hereof is 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

**WITNESSETH:**

**LANDLORD** and **TENANT** agree to the following definitions for the defined terms contained herein which defined terms are capitalized throughout this Lease:

**DEFINITIONS**

- a) "**Leased Premises**" is hereby defined as: Warehouse #1-approximately 7,442 square feet for "Evidence Section" and Warehouse "2 -approximately 4,556 square feet for "Confiscation Section" and "Office Area"-approximately 1,932 square feet located in the Building and such Leased Premises being more particularly described as approximately 13,940 total square feet of Rentable Area (hereinafter defined). This area is on the South end of the Building and will be known as Unit #4.
- b) "**Building**" is hereby located at: 1600 NE 12<sup>th</sup> Terrace, Fort Lauderdale, FL 33305.
- c) "**Base Rental**" is hereby defined as One Hundred Twenty Thousand One Hundred Sixty Two and 80/100 dollars (\$120,162.80) per year, payable in equal monthly installments of \$10,013.56 (plus applicable Florida state sales and use tax) which is computed to be \$ - 0 - per month. Tenant is a municipal corporation entitled to certain tax exemptions upon presentation of a State of Florida, Department of Revenue, Tax Exemption Certificate. The Base Rental is payable in advance in equal monthly installments as specified above on the first day of each month after the Lease Term begins commencing on September 1, 2015 and on the first day of each month thereafter. All Base Rental payments shall be due at **LANDLORD**'s office located at 1600 NE 12<sup>th</sup> Terrace, Fort Lauderdale, FL 33305, or at such other address as may subsequently be designated in writing by **LANDLORD**. The Base Rental shall escalate on an annual basis at the rate of three (3) percent or the increase in the Consumer Price Index ("CPI"), whichever is lower. In the event the Base Rent is to be increased in accordance with the percentage increase in the CPI, CPI is defined as follows: To the extent the Base Rental is to be adjusted, such Base Rental shall be adjusted annually in accordance with the terms of this subsection. The Base Rental shall be adjusted in accordance with the fractional increase in the Consumer Price Index, as more

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale



particularly set forth below. The adjustment to the annual rent to be made and, therefore, the adjusted annual rent for each year shall be determined as follows.

- (1) In the event the "Consumer Price Index for All Urban Consumers, U.S. City Average (1982 - 1984 = 100)" (hereinafter referred to as the "Price Index") on the anniversary date published by the Bureau of Labor Statistics of the United States Department of Labor, or a comparable successor or substitute index designated by City, appropriately adjusted, reflects increases (but not decreases) in the cost of living as contrasted with the cost of living as reflected by the Price Index in effect on the anniversary date of the beginning of the preceding lease year, then the annual rent shall be adjusted in accordance with subsection (2) below.
- (2) The annual rent for annual rental period beginning on the 1<sup>st</sup> day of September 2015, and ending on August 31, 2016, and for all applicable successive annual rental periods thereafter Beginning on the 1<sup>st</sup> day of September of the lease year, shall be adjusted by multiplying the annual rent for the preceding lease year by a fraction, the numerator of which shall be the Price Index in effect on the appropriate anniversary date of the Commencement Date for the new lease year under consideration, and the denominator of which (for each such fraction) shall be the Price Index in effect on the anniversary date of the beginning of the preceding lease year. In no event shall the adjusted rents hereunder be less than the amount of the annual rent specified above or lower than the rent in the preceding year.
- (3) In the event the price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of terms contained in the Price Index, or in the event the U.S. Department of Labor ceases to prepare and publish such Price Index, the adjustment of annual rent thereafter shall be in accordance with the most closely comparable price index published by the U. S. Department of Labor or U.S. Department of Commerce appropriately adjusted. If such is not determined by either of those Departments, then the most closely comparable price index as determined by the LANDLORD shall apply to the adjustments.

d) "Lease Term" or "Term" is hereby defined as being for a period of five (5) years, commencing on September 1, 2015 and terminating sixty (60) months thereafter. TENANT shall have the option to renew this Lease for three (3) successive five (5) year periods after providing written notice to LANDLORD at least sixty (60) days prior to the expiration of a current Lease Term. Prior to January 29, 2016, LANDLORD, at its sole cost and expense, shall make the improvements described in Exhibit "A" to the Leased Premises.

e) "Security Deposit". [This subparagraph is intentionally deleted.]

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale

f) "Use" for which TENANT will use and occupy the Leased Premises shall be for Police operational purposes.

g) left intentionally blank

h) left intentionally blank

i) See Exhibit A for additional clarification of Landlord Improvements and agreed upon terms.

With the submission of this Lease for LANDLORD's consideration, TENANT also includes a certificate of insurance to the extent required and as described in Paragraph 20.

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale



**TERMS**

The terms and conditions of the Standard Gross Property Lease and Exhibit "B" attached hereto are incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease in triplicate at Broward County, Florida on the date and year first written above.

WITNESSES:

Rose Marie Salvate

Rose Marie Salvate  
[Witness print or type name]

Frances Barr

FRANCES BARR  
[Witness print or type name]

(SEAL)

LANDLORD: 1500 NE 12 Terrace, LLC

Bruce J. Haber, Member  
[Print or type name and title]

ATTEST:

\_\_\_\_\_  
Secretary

My Commission Expires:

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

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale

STATE OF NEW YORK  
COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 28<sup>th</sup> July 2015,  
by Bruce Haber as Manager of 1500 NE 12 Terrace, LLC, a Delaware limited liability company. He is  
personally known to me or has produced License as identification and did  
not take an oath.

(SEAL)

Anita Tannuzzi  
Notary Public, State of New York  
(Signature of Notary taking Acknowledgment)

Anita Tannuzzi  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/31/2018  
60-4654629  
Commission Number

**ANITA TANNUZZI**  
Notary Public, State of New York  
No. 60-4654629  
Qualified in Westchester County  
Commission Expires January 31, 2018

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale

ANITA RANUSSI  
Notary Public, State of New York  
No. 80-4224339  
Qualified in Westchester County  
Commission Expires January 31,  
2018

WITNESSES:

Jeanette A. Johnson  
[Witness type or print name]

Quiana D. Pineda  
[Witness type or print name]

(CORPORATE SEAL)

TENANT: CITY OF FORT LAUDERDALE

By [Signature]  
John P. "Jack" Seiler, Mayor

By [Signature]  
Lee R. Feldman, City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



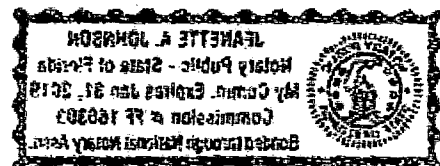
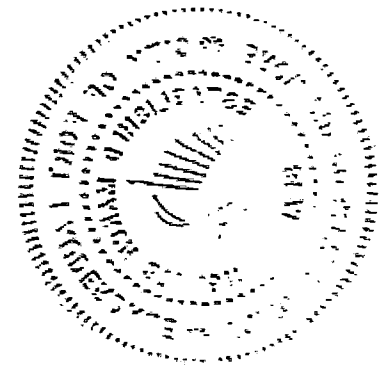
Jeanette A. Johnson  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Jeanette A. Johnson  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/31/19  
FF 166303

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale





Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2015,  
by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of  
Florida. He is personally known to me and did not take an oath.

(SEAL)



Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Carla Foster

Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

Commission Number



CARLA A FOSTER  
MY COMMISSION # EE 150757  
EXPIRES: March 13, 2016  
Bonded Thru Budget Notary Services

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale



## Exhibit "A"

### Landlord's Work

Landlord, at Landlord's sole cost and expense, shall cause the following improvements to be made to the Premises:

- Build out 3rd floor mezzanine with drywall and fencing inside for extra security with a double door opening and adequate HVAC and duct work.
- Build out 2nd floor with drywall and double doors and adequate HVAC and duct work.
- Fence will need to be modified to access the floor area behind the office cube with vehicles.
- Install door gates, inside on all overhead doors to provide a more secure environment for storing sensitive material
- 2nd Drive up ramp- 6 tons for the ramp to be safe cars and light trucks will use the 2nd ramp.

All work shall be completed in a good, workmanlike manner using new materials and in accordance with all laws, codes and ordinances. *Landlord shall use it best efforts to complete the Landlord's work no later than 120 days from the receipt of permits, subject to any delay caused by inspections or revisions required as a result of such inspections beyond Landlord's reasonable control. The foregoing notwithstanding, in the event Landlord has not completed Landlord's Work within 120 days following receipt of permits, subject to any delay caused by inspections or revisions required as a result of such inspections beyond Landlord's reasonable control, Tenant shall receive rent abatement on a day-to-day basis until such time as Landlord's Work is complete. Landlord shall apply for the applicable permits within 37 days after this Lease is signed by both parties.*

Landlord shall submit all plans to Tenant for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall have seven (7) business days to review and approve all plans. In the event Tenant does not approve plans within the seven (7) business day period following submission by Landlord, the plans shall have been deemed approved. All costs associated with Landlord's work, including hard and soft costs, shall be fully borne by Landlord.

Landlord: 1500 NE 12 Terrace, LLC  
Tenant: City of Fort Lauderdale



## **EXHIBIT "B"**

### **STANDARD GROSS PROPERTY LEASE**

**1. LEASED PREMISES:** Subject to the terms hereinafter stated, LANDLORD does hereby lease to TENANT; and TENANT does hereby lease from LANDLORD those Leased Premises. TENANT agrees that TENANT is leasing the Leased Premises in "as is" condition unless otherwise stated herein.

Additionally, by its acceptance of possession of the Leased Premises, and the commencement of rent payments by TENANT, TENANT hereby confirms that it has had a full and adequate opportunity to inspect, examine and measure the Leased Premises. As a result, TENANT hereby irrevocably stipulates that the square footage of the Rentable Area is true and accurate. TENANT further stipulates that such square footage calculation shall not be subject to question, interpretation, or modification during the Term hereof, or any extensions or renewals of this Lease, notwithstanding any subsequently discovered discrepancy, regardless of kind or amount, between the actual square footage or Rentable Area.

**2. TERM:** This Lease shall be for the Term herein previously defined unless sooner terminated or extended as provided herein. If LANDLORD is unable to give possession of the Leased Premises on the date of the commencement of the aforesaid Lease Term by reason of the holding over of any prior tenant or tenants, construction or permitting delays, or for any other reason, it shall have the effect of postponing the commencement date of the Lease Term as set forth in Definitions, subparagraph (d) above.

Taking possession of the Leased Premises by TENANT shall be conclusive evidence as against TENANT that the Leased Premises were in good and satisfactory condition, completed in accordance with the approved plans, when possession was so taken. Taking possession by Tenant shall not be construed as evidence that the improvements described in Exhibit A have been completed in good and satisfactory condition. If TENANT, with LANDLORD's consent, shall occupy the Leased Premises prior to the beginning of the Lease Term as specified hereinabove, all provisions of this Lease shall be in full force and effect commencing upon such occupancy; and Base Rental for such period shall be paid by TENANT at the same rate herein specified.

In the event Tenant is not able to obtain the necessary funding to honor its obligations under this Lease,, after Tenant has used good faith and commercially reasonable efforts to retain said funding, Tenant shall have the right to terminate the Lease, on the anniversary of the Lease Term by providing Landlord with 90 days prior written notice. In the event Tenant exercises this option, Tenant shall pay a termination fee equal to the unamortized leasing commissions, abated rent, and any tenant improvements funded by Landlord, plus a simple interest rate of 6%. The Amortization schedule for Tenant Improvement Costs and Commissions attached to this Lease as Exhibit "C".

**3. BASE RENTAL:** TENANT agrees to pay LANDLORD the Base Rental without notice, demand, setoff, counterclaim, deduction, or defense and, except as otherwise expressly provided herein, without abatement or suspension, in advance, in monthly installments on the first day of each and every month during the Term. All Base Rental and other sums payable by TENANT to LANDLORD under this Lease shall be paid at the LANDLORD's address specified on page one hereof, or at any other address designated in writing by the LANDLORD. If the Term of the Lease commences on any day of a month except for the first day, TENANT

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shall pay LANDLORD Base Rental as provided for herein for such commencement month on a prorated basis (such proration to be based on the actual number days in the commencement month); and the first month's rent paid by TENANT, if any, upon execution of this Lease shall apply and be credited to the next full month's rent due hereunder. Base Rental for any partial month of occupancy at the end of the Term of this Lease shall be prorated, such proration to be based on the actual number of days in the partial month.

On any installment of Base Rental that remains unpaid for fourteen (14) days after its due date, TENANT shall be required to pay LANDLORD a one-time administrative charge for each rent payment equal to three percent (3%) of the amount due. The failure of TENANT to pay such administrative charge fourteen (14) days after being billed therefore shall constitute a default under this Lease.

In the event any payment by TENANT through a check is dishonored for any reason whatsoever, including but not limited to insufficient funds, then TENANT shall pay LANDLORD the face amount of the check plus a service charge of fifty dollars (\$50.00) or three (3%) percent of the check, whichever is greater.

LANDLORD may, at its option, accept partial payments of Base Rental or additional rent without waiving any rights concerning the existence of any Monetary or Non-monetary Default under this Lease, which default shall serve and continue unaffected by the receipt of any such partial payment. Any notation or restrictive endorsement on any check or accompanying writings from TENANT shall be invalid and ineffective as against LANDLORD, and LANDLORD shall be free to accept and/or apply any partial payment to TENANT's account, as it sees fit, notwithstanding such restrictive endorsement or notation.

**4. DEFAULT; LATE CHARGE:** TENANT agrees that TENANT shall promptly pay the rents at the time and place stated in Paragraph 3 above. TENANT shall also pay charges for work performed on order of TENANT, except Landlord Improvements as designated in the attached Exhibit A, and any other charges that accrue under this Lease. TENANT agrees that, if any part of the Base Rental, additional rent or any other charges due hereunder shall remain due and unpaid for the fourteen (14) days after written notice from LANDLORD to TENANT, LANDLORD shall have the option, without further notice to TENANT, (in addition to all other rights and remedies available to it by law and in equity) of charging Tenant a service charge of \$50.00 or 3% of the rent due, whichever is greater.

**5. SECURITY DEPOSIT.** [This Section is intentionally deleted.]

**6. USE:** TENANT shall use and occupy the Leased Premises for the use or purpose as hereinbefore stated and for no other use or purpose.

**7. QUIET ENJOYMENT:** Upon and subject to payment by TENANT of the rents herein provided, and upon and subject to the observance and performance of all terms, provisions, covenants and conditions on TENANT's part to be observed and performed, TENANT shall, subject to all of the terms, provisions, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Leased Premises for the Term of this Lease.

**8. CONFIDENTIALITY AND NUISANCE:** TENANT shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenants in the Building, or which may adversely affect LANDLORD's rights and interest in the Leased Premises or in the Building.

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**9. INSURANCE PREMIUMS:** If LANDLORD's insurance premiums exceed the standard premium rates because the nature of TENANT's operations results in extra hazardous exposure, then TENANT shall, upon receipt of appropriate invoices from LANDLORD, reimburse LANDLORD for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for rent.

**10. RULES AND REGULATIONS:** TENANT agrees to comply with all rules and regulations LANDLORD may adopt from time to time for operation of the Building and parking facilities and for the protection and welfare of Building and parking facilities, and the tenants, visitors and occupants of the Building. The present rules and regulations, which TENANT hereby agrees to comply with, entitled "Rules and Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations adopted from time to time by LANDLORD shall become a part of the Lease, and TENANT hereby agrees to comply with the same fifteen (15) days after delivery of a copy thereof to TENANT, providing the same do not materially deprive TENANT of its rights established under this Lease.

**11. GOVERNMENTAL REQUIREMENTS:** TENANT, at TENANT's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to the Leased Premises and TENANT's use of the Leased Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, utility availability, and with any duty imposed upon LANDLORD or TENANT with respect to the use or occupation of the Leased Premises.

**12. REPAIRS AND UTILITIES:** LANDLORD shall maintain in good order and repair the Building (excluding repairs to be made by TENANT), including without limitation public areas, the parking areas, landscape areas, and the building structure itself, including foundations, roof and exterior walls and all underground utility lines serving the Building.

At its sole cost, TENANT shall maintain in good repair and tenable condition, subject to normal wear and tear, casualty and condemnation, that portion of the Leased Premises within the demising walls thereof, as stated in attached Exhibit D, paragraph 7C. Landlord shall be responsible for all such repairs as stated in attached Exhibit D, paragraph 8A, B and C.

TENANT shall make no structural alterations or structural additions of any kind to the interior of the Leased Premises without first obtaining LANDLORD's written consent and all necessary governmental approvals and permits. TENANT, at its sole cost, may make non-structural alterations or non-structural additions within the Leased Premises subject to the following conditions:

(A) TENANT shall give LANDLORD prior written notice of its intention to make alterations, additions, or repairs.

(B) LANDLORD reserves the right to approve the plans and specifications for such alterations and additions, such approval shall not be unreasonably withheld or delayed.

Landlord: 1500 NE 12 Terrace, LLC  
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- (C) TENANT shall only use contractors who are approved by LANDLORD, and such contractors shall be required to furnish evidence of insurance coverage, including public liability, workers' compensation, and automobile liability coverage, as well as any other coverage required by LANDLORD.

TENANT shall contract for and pay all costs of any and all utilities provided to the Leased Premises including but not limited to electricity, water, and/or gas.

TENANT may utilize its own maintenance personnel from the City of Fort Lauderdale in lieu of hiring a third party to provide servicing and maintenance to the HVAC system, however; LANDLORD shall have the right at all times during the term of the Lease to inspect the Premises to ensure that the HVAC systems are being maintained to LANDLORD's reasonable satisfaction. If Tenant fails to perform its obligation under this paragraph, LANDLORD may at its option and after thirty (30) days written notice to TENANT enter into a Maintenance Contract if TENANT fails to purchase a maintenance contract. If Landlord secures a maintenance contract, TENANT shall pay LANDLORD for the cost thereof and TENANT shall be obligated to maintain such Maintenance Contract or similar one for the remainder to the Term of this Lease or any extension thereof, unless waived by Landlord.

**13. CONSTRUCTION LIENS:** For any construction work performed by, through or under TENANT, as opposed to LANDLORD, TENANT further agrees that TENANT shall pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and shall be responsible for all expenses, costs, and charges, including bond premiums for release of liens and attorney's fees and costs reasonably incurred in and about the defense of any suit in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by TENANT. In the event any such lien shall be made or filed, TENANT shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

**14. PARKING:** LANDLORD grants to TENANT the right to use eight (8) designated parking spaces on the South side of Building. Prior to and as a condition precedent to TENANT's execution of this Lease, LANDLORD, or LANDLORD'S agent shall provide TENANT with a site plan for the parking. Additionally, the space inside the truck wells in front of the Leased Premises can be utilized for parking and will allow an additional 6 to 8 spaces. In the even the TENANT (Police Department) on occasion needs additional spaces they will be permitted to use up to 8 additional random spaces assigned to Best Roofing that are not currently being used without penalty. It is understood that this will be on an occasional basis and not a routine request. In the event Best Roofing vacates its currently facility, LANDLORD shall assign twelve (12) parking spaces to Tenant. Failure to do so shall be deemed an event of default under this Lease.

**15. ESTOPPEL AGREEMENT:** TENANT agrees that from time to time, upon not less than ten (10) days prior request by LANDLORD, TENANT shall deliver to LANDLORD a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other

Landlord: 1500 NE 12 Terrace, LLC  
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charges have been paid; and (c) that LANDLORD is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail.

**16. SUBORDINATION:** If the Building and/or Leased Premises are at any time subject to a mortgage and/or deed of trust, and TENANT has received written notice from mortgagee of same, then in any instance in which TENANT gives notice to LANDLORD alleging default by LANDLORD hereunder, TENANT shall also simultaneously give a copy of such notice to each LANDLORD's mortgagee; and each LANDLORD's mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to LANDLORD hereunder, plus an additional period of thirty(30) days, and TENANT shall accept such curative or remedial action (if any) taken by LANDLORD's mortgagee with the same effect as if such action had been taken by LANDLORD. Neither this Lease nor any memorandum thereof shall be recorded in the public records.

This Lease shall at LANDLORD's option, which option may be exercised at any time during the Lease Term, be subject and subordinate to any mortgage now or hereafter encumbering the Building. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, TENANT hereby agrees to execute any instruments which LANDLORD may deem desirable to evidence the subordination of this Lease to any and all such mortgages. Failure to execute a subordination agreement within ten (10) days after request from LANDLORD shall be deemed a default hereunder.

**17. ATTORNMEN:** If the interest of LANDLORD under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises; TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the Term hereof remaining, and any extensions or renewals thereof which may be effective in accordance with the terms and provisions hereof with the same force and effect as if the Purchaser were landlord under this Lease, and TENANT does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, and said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the this Lease. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released from all liability and responsibility thereafter accruing to TENANT under this Lease or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT for all obligations of LANDLORD under this Lease thereafter accruing.

**18. ASSIGNMENT:** Without the written consent of LANDLORD first obtained in each case, which consent shall not unreasonably be withheld, TENANT shall not, voluntarily or involuntarily, whether by operation of law or otherwise, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or sublease the Leased Premises or any part thereof or permit the Leased Premises or any part thereof to be occupied by other persons.

**19. SUCCESSORS AND ASSIGNS:** All terms, provisions, covenants and conditions to be observed and performed by TENANT shall be applicable to and binding upon TENANT's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by

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TENANT as provided therein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

**20. HOLD HARMLESS AND TENANT'S INSURANCE:** TENANT is a Florida municipal corporation and an agency as defined by Section 768.28, Florida Statutes. Each party shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or waiver of sovereign immunity enjoyed by TENANT, as provided in Section 768.28, Florida Statutes, as same may be amended from time to time, or any other law providing limitations on claims.

With respect to workers' compensation, comprehensive general liability, including personal injury, and property damage, Tenant/City is self-insured pursuant to the provisions of § 768.28 (16), Florida Statutes. Tenant/City shall provide a certification of such self-insurance prior to the Commencement Date of this Lease. To the extent Tenant/City fails to remain self-insured in any of the above referenced areas, then Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease a such policy, or policies of workers' compensation and comprehensive general liability insurance, including personal injury, and property damage, with contractual liability endorsement, in the amount of One Million Dollars \$ (1,000,000.00) for property damage and Two Million Dollars \$ (2,000,000.00) per occurrence for personal injuries or deaths of persons occurring in, or about the Premises for which Tenant/City fails to remain self-insured. Said policies shall: (i) name Landlord as an additional insured, and insure Landlord's contingent liability under this Lease (except for the workers' compensation policy, which shall instead include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord, and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy, or policies, or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of the Lease, and upon each renewal of said insurance. All insurance is to be with licensed insurers having a Best's rating of "A" or better, and must include a thirty (30) day pre-notice of cancellation and/or renewal to the Landlord.

Notwithstanding any contrary provision of this Lease, TENANT shall look solely (to the extent insurance coverage is not applicable or available) to the interest of LANDLORD in the Building for the satisfaction of any judgments or the judicial process requiring the payment of money as a result of any gross negligence or breach of this Lease by LANDLORD or LANDLORD's management agent and LANDLORD shall have no personal liability hereunder of any kind.

**21. ATTORNEY'S FEES, VENUE, JURISDICTION:** If either party defaults in the performance of any of the terms, provisions, covenants and conditions and by reason thereof, the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, regardless of the initiation of court proceedings, then in any of said events, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in the enforcement of any remedy. The parties agree that the sole and exclusive venue for any litigation arising from or related to this Lease shall be in the state courts in the county where the Building is located.

**22. DESTRUCTION OR DAMAGE:** In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty, during the Term of the Lease, whereby the same shall be rendered untenable, then LANDLORD shall have the right, but not the obligation, to render such Leased Premises

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tenantable by repairs within one hundred eighty (180) days there- from. During such one hundred eighty (180) day period, Landlord may elect to not repair the Leased Premises and in such event, this Lease shall terminate as of the date of such damage or destruction. During such period of untenability, TENANT shall be relieved of the obligation of paying rent.

In the event the Leased Premises shall be partially destroyed or so damaged or partially injured by fire or other casualty during the Term of the Lease rendering the Leased Premises unusable in part, then LANDLORD shall promptly repair the damage and the Base Rental shall be abated to the extent TENANT's use of the Leased Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord.

Notwithstanding the foregoing, should damage or destruction occur during the last twelve (12) months of the Lease Term, either LANDLORD or TENANT shall have the option to terminate this Lease, effective on the date of damage or destruction, provided notice to terminate is given within thirty (30) days of the date of such damage or destruction. During any time that the Leased Premises are untenable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be abated.

**23. EMINENT DOMAIN:** If there shall be taken during the Term of this Lease, any portion of the Leased Premises, parking facilities or Building, other than a part not interfering with maintenance, operation or use of the Leased Premises, LANDLORD may elect to terminate this Lease or to continue same in effect. If LANDLORD elects to continue the Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and LANDLORD shall repair any damage to the Leased Premises, parking facilities, or Building resulting from such taking. If any part of the Leased Premises is taken by condemnation or eminent domain which renders the Leased Premises unsuitable for its intended use, TENANT may elect to terminate this Lease; or if any part of the Leased Premises is so taken which does not render the Leased Premises unsuitable for its intended use, this Lease shall continue in effect; and the rental shall be reduced in proportion to the area of the Leased Premises so taken and LANDLORD shall repair any damage to the Leased Premises resulting from such taking. If all of the Leased Premises is taken by condemnation or eminent domain, this Lease shall terminate on the date possession is taken by the authority. All sums awarded or agreed upon between LANDLORD and the condemning authority for the taking of the interest of LANDLORD whether as damages or as compensation, and whether for partial or total condemnation, shall be the sole property of LANDLORD. If this Lease should be terminated under any provisions of this paragraph, rental shall be payable up to the date that possession is taken by the authority, and LANDLORD shall refund to TENANT any prepaid unaccrued rent less any sum or amount then owing by TENANT to LANDLORD.

**24. ABANDONMENT & MONETARY DEFAULT:** If during the Term of this Lease, TENANT shall abandon, vacate or remove from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on the Leased Premises for more than thirty (30) days, or shall suffer the rent to be in arrears for more than fourteen (14) days, ("Monetary Default") LANDLORD may, at its option, and without the exercise of one remedy constituting a waiver of any other rights and remedies hereunder or under Florida law, cancel this Lease in the manner stated in Paragraph 25 hereof. Moreover, any personalty remaining in the Leased Premises may be disposed of, without further notice to TENANT, in any manner LANDLORD deems fit in its sole discretion, without any liability or rent credit to TENANT.

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**25. GENERAL & NON-MONETARY DEFAULT:** It is agreed between the parties hereto that if TENANT shall be adjudicated as bankrupt or as insolvent or take the benefit of any federal or state reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law; or if TENANT's leasehold interest under this Lease shall be sold under any execution or process of law; or if a trustee in bankruptcy or a receiver be appointed or elected or had for TENANT (whether under federal or state laws); or if the Leased Premises shall be abandoned or deserted; or if this Lease or the Term thereof be transferred or pass to or devolve upon any persons, firms, officers or corporations other than TENANT by death of TENANT, operation of the law or otherwise; then and in any such events, TENANT hereby agrees to surrender the Leased Premises to LANDLORD. The foregoing remedy shall not impair or affect LANDLORD's right to maintain summary proceedings for the recovery of the possession of the Leased Premises in all cases provided for by law. In addition, LANDLORD shall be entitled to all rights and remedies available at law and/or in equity in the event TENANT shall fail to perform any of the terms, provisions, covenants or conditions of this Lease on TENANT's part to be performed. All rights and remedies specifically granted to LANDLORD herein by law, or in equity shall be cumulative and not mutually exclusive.

**26. LIEN FOR PAYMENT.** [This Section is intentionally deleted.]

**27. WAIVER OF DEFAULT:** Failure of LANDLORD to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default; but LANDLORD shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by LANDLORD of a default by TENANT shall be implied, and no express waiver by LANDLORD shall affect any default other than the default specified in such waiver and that only for the time and extension therein stated. No waiver of any term, provision, condition or covenant of this Lease by LANDLORD shall be deemed to imply or constitute, a further waiver by LANDLORD of any other term, provision, condition or covenant of this Lease.

**28. RIGHT OF ENTRY:** LANDLORD, or any of its agents, shall have the right to enter the Leased Premises only with permission and under the supervision of the TENANT as the space contains Police/Court evidence and that cannot be contaminated or compromised in any way during all reasonable business hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or to the Building, or to exhibit the Leased Premises at any time within one hundred eighty (180) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease.

**29. NOTICE:** Any notice given LANDLORD as provided for in this Lease shall be sent to LANDLORD by certified mail return receipt requested or by a nationally recognized overnight carrier addressed to LANDLORD at LANDLORD's Management Office. Any notice to be given TENANT under the terms of this Lease, unless otherwise stated herein, shall be in writing and shall be sent (i) by certified mail return receipt requested or (ii) by a nationally recognized overnight carrier to the office of TENANT specified in the Preamble or (iii) hand delivered to TENANT. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

**30. LANDLORD CONTROLLED AREAS:** All automobile parking areas, driveways, entrances and exits thereto, Common Areas, and other facilities furnished by LANDLORD, including all parking areas, truck ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors, and other areas and

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improvements provided by LANDLORD for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers shall be at all times subject to the exclusive control and management of LANDLORD; and LANDLORD shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all facilities and areas and improvements, provided such rules and regulations adopted or modified after December 15, 2009 shall not be effective until LANDLORD provides thirty (30) days advance notice thereof to TENANT and further provided that such rules and regulations adopted or modified after December 15, 2009 do not materially impair TENANT of its rights and quiet enjoyment established under this Lease. LANDLORD shall operate and maintain the Common Areas and other facilities referred to in such reasonable manner as LANDLORD shall determine from time to time.

**31. SURRENDER OF LEASED PREMISES & HOLDING OVER:** Tenant shall have no obligation to restore or pay for the restoration of the Leased Premises or any improvements installed before or during the Lease Term or any extension term including, specifically, that Tenant shall have no obligation to remove or pay for the removal of Tenant's cabling and wiring. Tenant's sole obligation at the expiration of the Term or any extension term shall be to return the Leased Premises to Landlord in broom-clean condition, reasonable wear and tear accepted.

TENANT agrees that if TENANT does not surrender the Leased Premises to LANDLORD at the end of the Term of this Lease, then TENANT shall pay to LANDLORD 150% of the amount of the current rental for each month or portion thereof that TENANT holds over.

No receipt of money by LANDLORD from TENANT after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment.

No act or thing done by LANDLORD or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of LANDLORD.

**32. OCCUPANCY TAX:** TENANT is a municipal corporation entitled to certain tax exemptions upon presentation of a State of Florida, Department of Revenue, Tax Exemption Certificate. Accordingly, there are no municipal, county or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by TENANT.

**33. SIGNS:** Provided permitted under the City of Fort Lauderdale's Unified Land Development Regulations, TENANT shall have the right to install signs on exterior of the Building and Leased Premises. LANDLORD shall have the sole right to change the Building's name or street address.

**34. WAIVER OF TRIAL BY JURY:** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OF OCCUPANCY OF THE LEASED PREMISES. TENANT

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**FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTER-CLAIMS IN A SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NON-PAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED OF TENANT HEREUNDER.**

**35. RELOCATION:** [This Paragraph is intentionally deleted.]

**36. CROSS DEFAULT:** [This Paragraph is intentionally deleted.]

**37. INVALIDITY OF PROVISION:** If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

**38. TIME OF THE ESSENCE:** It is understood and agreed between the parties hereto that time is of the essence of all the terms provisions, covenants and conditions of this Lease.

**39. BROAD FORM AND CAPTIONS:** The terms "LANDLORD" and "TENANT" as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provisions, covenants and conditions of this Lease are expressed in the total language of this Lease Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive. Any formally executed addendum to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein.

**40. EFFECTIVE DATE:** Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the Building. This instrument becomes effective as a Lease only upon execution and delivery by both LANDLORD and TENANT.

**41. ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and all previous negotiations and representations leading thereto, and it may be modified only by an agreement in writing signed by LANDLORD and TENANT. No surrender of the Leased Premises, or of the remainder of the terms of this Lease, shall be valid unless accepted by LANDLORD in writing. TENANT acknowledges and agrees that TENANT has not relied upon any statements, representations, prior written or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

**42. BROKERAGE:** Intentionally Omitted.

**43. FORCE MAJEURE:** Neither LANDLORD nor TENANT shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall include, but not be limited to acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of LANDLORD or TENANT and which by the exercise of due diligence LANDLORD or

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TENANT is unable, wholly or in part, to prevent or overcome. Lack of money shall not be deemed force majeure.

**44. 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.

**45. USE OF HAZARDOUS MATERIALS:**

(a) TENANT shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises or the Building by TENANT, its agents, employees, contractors or invitees. If TENANT breaches this obligation, TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises or the Building, damages for the loss or restriction on use of rentable space or of any amenity of the Leased Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of LANDLORD by TENANT includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water, in the Leased Premises or in the Building.

(b) The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "Hazardous Material" means such hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. LANDLORD and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether TENANT is complying with the terms of this Lease.

(c) Anything to the contrary in subparagraphs (a) and/or (b) above notwithstanding, attached hereto as Schedule One is a list of Hazardous Materials and Hazardous Substances. Schedule One represents Hazardous Materials or Substances that the parties have agreed may be stored within the Leased Premises. The list of approved Hazardous Materials or Substances that may be stored within the Leased Premises may be expanded upon written consent of both LANDLORD and TENANT.

Nothing herein shall be construed as an indemnity or waiver of sovereign immunity enjoyed by TENANT, as provided in Section 768.28, Florida Statutes, as same may be amended from time to time, or any other law providing limitations on claims.

**46. ADA:**

Landlord shall warrant that the first floor of the Leased Premises, restrooms, and common areas are in compliance with the Americans with Disabilities Act of 1990, as amended, if any and all other applicable

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## **RULES AND REGULATIONS**

The following Rules and Regulations, hereby accepted by TENANT, are prescribed by LANDLORD to enable LANDLORD to provide, maintain, and operate, to the best of LANDLORD's ability, orderly, clean and desirable premises, for tenants therein at as economical a cost as reasonably possible and in as efficient a manner as reasonably possible, to assure security for the protection of tenants so far as reasonably possible, and to regulate conduct in and use of the Leased Premises, in such manner as to minimize interference by others in the proper use of same by TENANT.

1. TENANT, its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors of Building or parking facilities, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.

2. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors, or invitees in or on any part of the outside of the Leased Premises without prior written consent of LANDLORD and then only of such color, size, character, style and materials and in such places as shall be approved and designated by LANDLORD. Signs on doors and entrances to Leased Premises shall be placed thereon by a contractor approved by LANDLORD and paid for by TENANT.

3. LANDLORD shall not be responsible for lost or stolen property, equipment, money or any article taken from Leased Premises regardless of how or when loss occurs.

4. Tenant shall have the option to place additional locks on any door or make changes to existing locks in the Leased Premises without the prior written consent of LANDLORD. All keys shall be returned to LANDLORD promptly upon termination of this Lease. Landlord may enter the Leased Premises under the supervision of the Tenant, as the Leased Premises contains Police/Court evidence which needs to be secured and not contaminated by non-police personnel.

5. Intentionally omitted.

6. TENANT, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or devices which may be heard outside the Leased Premises, or which may emanate electrical waves which shall impair radio or televisions broadcasting or reception from or in the Building.

7. TENANT, its officers, agents, servants and employees shall, before leaving the Leased Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by TENANT.

8. All plate and other glass now in the Leased Premises which is broken through cause attributable to TENANT, its officers, agents, servants and employees, patrons, licensees, customers, visitors or invitees shall be replaced by and at the expense of TENANT under the direction of LANDLORD.

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9. TENANT shall give LANDLORD prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Leased Premises.

10. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by TENANT, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall, have caused it.

11. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same. In this respect, TENANT shall promptly report such activities to the Property Management office.

12. If the Leased Premises demised to TENANT become infested with vermin, TENANT, at its sole cost and expense, shall cause its Leased Premises to be exterminated from time to time, utilizing a city approved vendor that may have to be put out to bid via the RFP process, which may or may not meet the satisfaction and approval of Landlord.

13. TENANT may have to install radio, satellite, radar, etc., antenna or connective devices, and thus Landlord's consent shall not be unreasonably withheld.

14. TENANT shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other tenant in the Building, or LANDLORD in its operation of the Building or commit waste or suffer or permit waste to be committed in the Leased Premises. In addition, TENANT shall not allow its officers, employees, agents, servants, patrons, customers, licensees, and visitors to conduct themselves in such a manner as to create any nuisance or interfere with, annoy or disturb any other TENANT in the Leased Premises or LANDLORD in its operation of the Building or commit waste or suffer or permit waste to be committed in the Leased Premises.

15. Except as set forth in Schedule One attached hereto and as otherwise agreed pursuant to Paragraph 45(c), TENANT, its officers, agents, servants and employees shall not bring into the Leased Premises any flammable fluids or explosives without written permission of LANDLORD.

16. TENANT, its officers, employees, agents and servants shall not use the Leased Premises for housing, lodging or sleeping purposes or for the cooking or preparation of food without prior written consent of LANDLORD, other than what may be considered special and/or emergency operations, at which time the housing, lodging, sleeping and preparation of food may take place.

17. TENANT, its officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees of TENANT may only go upon the roof of the Leased Premises by providing advance written notice to Landlord.

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### EXHIBIT C

The estimate for the construction for Landlord's work is \$165,000.00 plus leasing commission of \$24,814.01. The Landlord and Tenant will agree on the amortization schedule within thirty days after the Landlord's work is complete and final costs are ascertainable. Landlord shall provide such invoices, cancelled checks, etc. as reasonably requested by Tenant to document the actual costs incurred.

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## EXHIBIT D

7. Police Obligations:
  - a. Electric Utility cost.
  - b. Janitorial Service cost
  - c. Subsequent painting, plumbing, electric and all other routine maintenance repairs, including air conditioning under \$1,000.00 annual cost.
  - d. Pest control.
8. Landlord Obligations:
  - a. Maintenance repairs, including air conditioning over \$1,000.00 annual costs.
  - b. Code compliance.
  - c. Capital and Infrastructure repairs or replacements of a structural or waterproofing nature.

## AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("**First Amendment**") is dated to be effective as of the <sup>5th</sup> day of JUNE, 2020 and entered by and between Summerwind Properties, LLC, a Florida Limited Liability Company, whose principal address is 1600 NE 12 Terrace, Fort Lauderdale, FL 33305 (hereinafter "**Landlord**"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("**Tenant**" or "**City**").

### Background

**WHEREAS**, City and Landlord entered into that certain amended and restated Lease Agreement with an Effective Date of September 1, 2015, (CAM #15-1025, as supplemented, amended or modified from time to time, collectively, the "**Lease**"), pertaining to the Leased Premises, as such premises are further described in the Lease; and

**WHEREAS**, City exercised its first of three renewal options by written notice to Landlord on May 12, 2020, extending the Term of the Lease for five (5) years to September 1, 2025; and

**WHEREAS**, City and Landlord desire to enter into this First Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

### Agreement

**NOW, THEREFORE**, in consideration for the covenants and conditions of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and City agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms**. All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Term**. Section 2 of the Lease is hereby amended to add the following language at the end of the section with the following termination language: City is granted the right to terminate the Lease after year four (4) of the renewal term in the event a new City Police Department Headquarters is constructed by providing Landlord with one hundred twenty (120) days prior written notice. If the City's termination occurs between the period of the beginning of year four (4) of the renewal term and five (5) months thereafter, City shall pay an early termination fee equal to three (3) months Base Rental. If the City's termination occurs in the sixth (6<sup>th</sup>) month of year four (4) of the renewal term and three (3) months thereafter, City shall pay an early termination fee equal to two (2) months Base Rental. City shall not be required to pay an early termination fee for termination of the Lease occurring after month nine (9) of year four (4) of the renewal term.
4. **Ratification of Lease; Counterparts**. All other provisions of the Lease shall remain unchanged and in full force and effect. City and Landlord do hereby ratify and confirm the Lease, as modified herein. This First Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.

5. **Conflict.** If any of the provisions of this First Amendment conflict with the Lease, then this First Amendment shall control.
6. **Effectiveness.** This First Amendment shall not be effective until it is executed by and delivered to both City and Lessor.
7. **Authority.** City and Lessor each warrant to the other that the person or persons executing this First Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this First Amendment.
8. **Notices.** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

with a copy to:

City of Fort Lauderdale Attorney's Office  
Attention: Real Estate  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

(b) If to the Tenant at:

Conrad J. Boyle, Reg. Agent  
1600 NE 12<sup>th</sup> Terrace  
Fort Lauderdale, FL 33305

with a copy to:

Gregg E. Wallick, Manager  
1600 NE 12<sup>th</sup> Terrace  
Fort Lauderdale, FL 33305

[Signature Pages to Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSOR: SUMMERWIND PROPERTIES, LLC, a  
Florida limited liability company

WITNESSES:

Dale E. Eby  
[DALE E. EBY] Print Name

Lisa Thompson  
[LISA Thompson] Print Name

Gregg E. Wallick  
Gregg E. Wallick, Manager

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5<sup>th</sup> day of June, 2020, by Gregg E. Wallick, as Manager of Summerwind Properties, LLC, a Florida Limited Liability Company.

Rosalee L. Tucker  
Notary Public signature  
Rosalee L. Tucker  
Name of Notary Typed, Printed or Stamped



ROSALEE L. TUCKER  
Commission # GG 111633  
Expires October 5, 2021  
Bonded thru Budget Notary Services


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


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

[AS TO CITY]

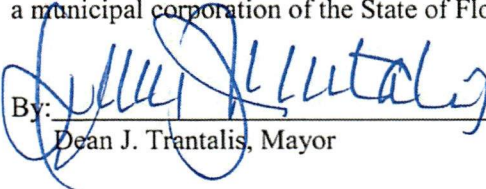
WITNESSES:

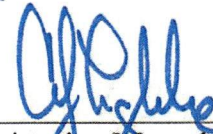
  
[Witness Print Name] Scott Wyman

  
[Witness Print Name] Donna Varisco

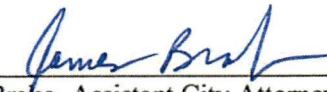
ATTEST:   
Jeffery A. Modarelli, City Clerk

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

By:   
Dean J. Trantalis, Mayor

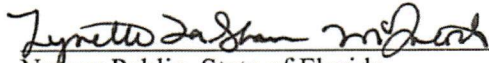
By:   
Christopher J. Lagerbloom, ICMA-CM  
City Manager

APPROVED AS TO FORM:  
Alain E. Boileau

By:   
James Brako, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☐ physical presence or ☐ online, this 15<sup>th</sup> day of July, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

  
Notary Public, State of Florida  
Lynette LaShawn McIntosh  
Name of Notary Typed, Printed or Stamped

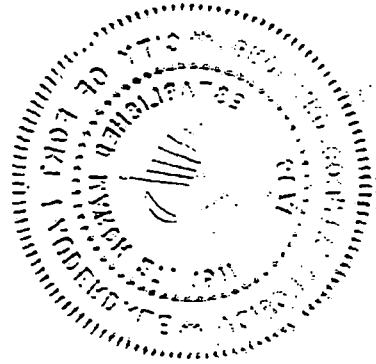


Personally Known ☒ OR Produced Identification ☐

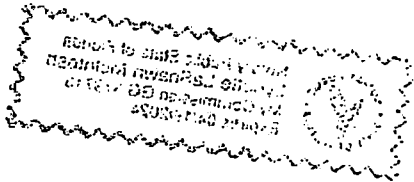
Type of Identification Produced \_\_\_\_\_

10/11/11

sample here



Handwritten signature or initials.



Handwritten signature or initials.

noted on report

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online,  
this 17 day of July, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort  
Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

David R. Solomon  
Notary Public Signature

David R. Solomon  
Name of Notary Typed, Printed or Stamped



David R. Solomon  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG933295  
Expires 3/14/2024

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

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



## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") dated this 13<sup>th</sup> day of July, 2022 is made by and between SUMMERWIND PROPERTIES, LLC, a Florida limited liability company ("Assignor") and BEST ROOFING, LLC, a Florida limited liability company ("Assignee").

### RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated March 31, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated May 16, 2022, and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated May 17, 2022, and as assigned by that certain Assignment and Assumption of Commercial Contract dated June 23, 2022 (collectively, "Agreement"), by and between Assignor and LPF REALTY-FL 1600 LLC, a Florida limited liability company ("Buyer"), Assignor has agreed to convey to Buyer the following described real property:

THAT PART OF THE NE ¼ OF THE SE ¼ OF THE NW ¼ OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, LYING SOUTH OF WAYSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 54, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND LYING WEST OF THE FLORIDA EAST COAST RAILWAY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS: THE NORTH 31.70 FEET OF THE WEST 147.70 FEET THEREOF.

and the improvements located thereon (the "Property"); and

WHEREAS, pursuant to the Contract, Assignor and Buyer have agreed to enter in that certain Commercial Lease Agreement whereby Assignor shall lease the Property from Buyer (the "Best Lease"); and

WHEREAS, Assignor leases a portion of the Property to the City of Fort Lauderdale as evidenced by that certain Amended and Restated Standard Gross Property Lease dated as of August 24, 2015, as amended by that certain Amendment to Lease Agreement dated as of June 5, 2020 (the "City Lease"); and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the City Lease, whereby the City Lease shall become a sublease under the Best Lease.

NOW, THEREFORE, in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignment of Lease. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the City Lease, to have and to hold the

same unto the Assignee, its successors and assigns, forever, from and after the date hereof. Assignee hereby accepts this Assignment and hereby assumes all duties and obligations of Assignor arising under the City Lease on or after the date hereof.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee that: (i) Assignor is the true and lawful landlord under the City Lease; (ii) Assignor has good, right and full power to assign and transfer all of Assignor's rights and obligations under the City Lease to Assignee; (iii) the City Lease is, as of the date hereof, in full force and effect; (iv) Assignor has fully complied with and performed in all material respects all of the covenants and obligations required to have been complied with and performed by Assignor under the City Lease on or prior to the date hereof; and (v) Assignor's rights and obligations under the City Lease is hereby assigned and transferred to Assignee free and clear of all liens, claims and encumbrances.

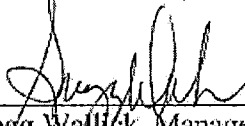
[signatures appear on the following page]



Assignor and Assignee have executed this Assignment of Lease as of the day and year first above written.

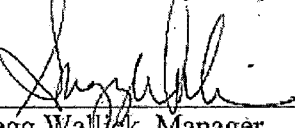
**ASSIGNOR:**

**SUMMERWIND PROPERTIES, LLC,** a  
Florida limited liability company

By:   
Gregg Wallick, Manager

**ASSIGNEE:**

**BEST ROOFING SERVICES, LLC,** a  
Florida limited liability company

By:   
Gregg Wallick, Manager



July 15, 2022

**VIA FEDEX**

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

City of Fort Lauderdale Attorney's Office  
Attention: Real Estate  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

Re: Notice of Subordination of Lease Agreement by between Best Roofing Services, LLC, a Florida limited liability company ("Landlord"), as landlord, and City of Fort Lauderdale ("Tenant"), as tenant.

Ladies/Gentlemen:

This letter shall serve as a notice to Tenant of the subordination of that certain Amended and Restated Standard Gross Property Lease dated as of August 24, 2015, as amended by that certain Amendment to Lease Agreement dated as of June 5, 2020, as assigned pursuant to that certain Assignment of Lease dated July 7, 2022 (the "Lease") to the mortgage in favor of BankUnited N.A.

Should you have any questions regarding the above, please let us know.

Sincerely,

Best Roofing Services, LLC, a Florida limited liability company

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

Gregg Wallick, Manager

## **SECOND AMENDMENT TO LEASE AGREEMENT**

This Second Amendment to Lease Agreement ("**Second Amendment**") is dated to be effective as of the 1st day of September, 2025 and entered by and between Best Roofing Services, LLC, a Florida Limited Liability Company, as successor to Summerwind Properties, LLC, whose principal address is 1600 NE 12 Terrace, Fort Lauderdale, FL 33305 (hereinafter "**Landlord**" or "**Lessor**"), and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida, 33301 ("**Tenant**" or "**City**").

### **Background**

**WHEREAS**, City and Landlord entered into that certain amended and restated Lease Agreement with an Effective Date of September 1, 2015, (CAM #15-1025, as supplemented, amended or modified from time to time, collectively, the "**Lease**"), pertaining to the Leased Premises, as such premises are further described in the Lease; and

**WHEREAS**, City and Landlord desire to enter into this Second Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

### **Agreement**

**NOW, THEREFORE**, in consideration for the covenants and conditions of this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Landlord and City agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Term.** This lease shall be extended for a period of one year, commencing on September 1, 2025, and terminating on August 31, 2026.
4. **Base Rent:** \$20.00 PSF or (\$23,233.33 per month).
5. **Ratification of Lease: Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Landlord do hereby ratify and confirm the Lease, as modified herein. This Second Amendment may be signed in counterparts, each of which shall be deemed original, all of which together shall constitute one complete agreement.
6. **Conflict.** If any of the provisions of this Second Amendment conflict with the Lease, then this Second Amendment shall control.
7. **Effectiveness.** This Second Amendment shall not be effective until it is executed by and

delivered to both City and Lessor.

8. **Authority.** City and Lessor each warrant to the other that the person or persons executing this Second Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Second Amendment.
9. **Notices.** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at: City of Fort Lauderdale  
City Manager Office  
101 NW 3<sup>rd</sup> Avenue, Ste. 2100  
Fort Lauderdale, Florida 33301

with a copy to: City of Fort Lauderdale  
City Attorney Office , Attn.: Real Estate  
1 East Broward Blvd., Ste. 1320  
Fort Lauderdale, Florida 33301

(b) If to the Lessor at: Anthony W. daFonseca,  
General Counsel & CAO  
1600 NE 12<sup>th</sup> Terrace  
Fort Lauderdale, Florida 33305

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this second amendment on the date first written above.

**AS TO LESSEE:**

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE  
STATE OF FLORIDA**

WITNESSES:

Jordan Wingate  
[Witness type or print name]

Amber Cabrera  
[Witness type or print name]

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

By: Rickelle Williams  
Rickelle Williams, City Manager

ATTEST:

David R. Soloman  
David R. Soloman, City Clerk



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

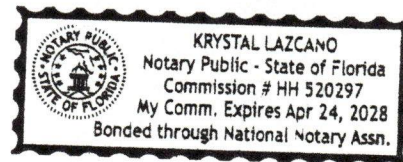
By: Lynn Solomon  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 22 day of September, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Krystal Lazcano  
Notary Public, State of Florida

Krystal Lazcano  
Name of Notary Typed, Printed or Stamped

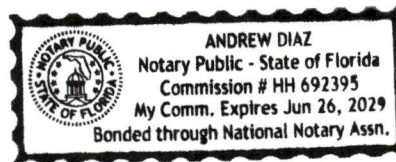


Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
[ ] online notarization, this 17<sup>th</sup> day of September, 2025, by RICKELLE WILLIAMS, City  
Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City  
of Fort Lauderdale.

Andrew Diaz  
Notary Public, State of Florida



Andrew Diaz  
Name of Notary Typed, Printed or Stamped

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



**AS TO LESSOR:**

WITNESSES:

*Leesa Thompson*  
Type or print name

*Dan*  
Type or print name

**BEST ROOFING SERVICES, LLC a**  
Florida limited liability company

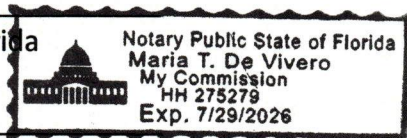
By: *Anthony Dafonseca*  
ANTHONY DAFONSECA its GENERAL  
COUNSEL AND CHIEF ADMINISTRATIVE  
OFFICER

Date: 9-9-2025

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
[ ] online notarization, this 9 day of September, 2025, by ANTHONY DAFONSECA,  
its General Counsel and Chief Administrative Officer of Best Roofing Services, LLC a Florida  
limited liability company.

*Maria T. De Vivero*  
Notary Public, State of Florida



Name Typed, Printed or Stamped

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