



DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

1C

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/24/25 ☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CMO Router Name: Angela Salmon Ext: 3442

Department: CAO Router Name: Sonia Sierra Ext: 5598

Commission Mtg. Date: 6/17/2025 CAM #: 25-0498 Item #: PH-1

Document Title:

Public Hearing – Resolution to Approve Termination of Existing Lease and Authorization of a New Lease Agreement between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc (YMCA) for a Portion of Holiday Park Along North Federal Highway, Pursuant to Section 8.13 of the City Charter - (Commission District 2)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 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, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1Attorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: _____

3) CITY CLERK OFFICE (CCO): Clerk Initials: WJ # of originals: 1Routed to Dept/Charter Ofc.: _____ Date: 06/24/254) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 6/25/25 CMO LOG #: JUN 104TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date: _____

Comments/Questions: _____

ACM/AcACM Initials: [Signature] 06.25.25 for continuous routing to Manager/Executive Director Rickelle Williams.CMO Log Out & Forward to CCO, Date: 6/26/25, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CAO *Name: SONIA SIERRA Contact # 5598

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☒ No Original form route to CAO

LEASE AGREEMENT

THIS IS A LEASE AGREEMENT (hereinafter "the Lease"), made and entered into this 26 day of June, 2025, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY"),

And

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation, FEI/EIN No. 59-0624464, whose principal address is 900 S.E. 3rd Avenue, Fort Lauderdale, Florida 33316 (hereinafter "LESSEE")

WITNESSETH:

WHEREAS, the LESSOR is the owner of the Leased Premises (as described in Exhibit "A") and LESSOR intends to grant LESSEE a leasehold interest in the Leased Premises; and

WHEREAS, the Leased Premises is a part of Holiday Park within the City of Fort Lauderdale; and

WHEREAS, under Section 8.21 of the City of Fort Lauderdale City Charter (the "**City Charter**"), the lease or sale of all or a portion of public parks within the City requires the unanimous vote of the City of Fort Lauderdale City Commission (the "**City Commission**"); and

WHEREAS, the LESSEE is a not-for-profit organization and was created for the purpose of strengthening the foundation of the community through youth development, healthy living and social responsibility; and

WHEREAS, LESSEE intends to construct a modern contemporary community facility ("Building 1") to conduct certain activities as described herein, to benefit the public, which facility shall include a swimming pool and Wellness Center (the "**YMCA Facility**"); and

WHEREAS, LESSEE intends to construct a free-standing emergency facility ("Building 2") and sublet Building 2 and the Wellness Premises (the "YMCA Facility and Building 2 are hereinafter collectively referred to as the "YMCA Facility") to its subtenant who intends to operate a free-standing emergency department and Wellness Center all to benefit the public; and

WHEREAS, the LESSOR, LESSEE and subtenant (the "Subtenant") intend to enter into a separate and independent Recognition Agreement contemporaneously with execution of this Lease; and

WHEREAS, pursuant to Resolution No. 16-184, LESSOR and LESSEE entered into a Lease dated November 14, 2016, (the "Previous Lease") which lease did not permit the operation of an emergency department; and

WHEREAS, the parties desire to amend, restate, terminate and replace in its entirety the Previous Lease simultaneously with the approval and execution of this Lease; and

WHEREAS, LESSOR finds that LESSEE's proposed activities serve a significant public purpose, and LESSOR wishes to encourage and assist same; and

WHEREAS, the City Commission finds that the LESSEE's actions do not conflict with use by the public of portions of public land adjacent thereto; and

WHEREAS, the City Commission adopted Resolution No. 25-78 on May 6, 2025, pursuant to Section 8.13 of the City Charter declaring its intent to lease the Leased Premises for a term of fifty (50) years; and

WHEREAS, in accordance with Section 8.13 of the City Charter, a Public Hearing was held before the City Commission during a Regular Meeting of the City Commission held on June 17, 2025 for the purpose of permitting citizens and taxpayers the opportunity to review the proposed Lease and object to the execution, form or conditions of the proposed Lease; and

WHEREAS, by unanimous approval of the City Commission, proper City officials were authorized, empowered and directed to execute this Lease by adoption of Resolution No. 25- 99 during a Public Hearing at its Regular Meeting held on June 17, 2025.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

The foregoing recitals are true and correct in all respects and are incorporated herein.

ARTICLE 1.

LEASE OF LEASED PREMISES

1.1 Lease. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents and performance of all other terms and conditions of this Lease, as of the Lease Date (hereinafter defined) the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term (hereinafter defined) subject to the terms and conditions set forth in this Lease.

1.2 Leased Premises. LESSOR leases the Leased Premises to LESSEE and LESSEE rents from LESSOR the Leased Premises:

SEE EXHIBIT "A" ATTACHED HERETO

Whenever used herein, the term "**Leased Premises**" shall include the real estate described above and all attachments and improvements and appurtenances thereto now existing or hereafter constructed.

1.3 Limitations on Grant of Possessory Interest. The grant of possessory interest by LESSOR to LESSEE is subject to the following:

1.3.1 Each and any condition, restriction, covenant, easement and/or limitation recorded against the Leased Premises, including without limitation, the matters reflected on Exhibit "B";

1.3.2 Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America,

State of Florida, Broward County or City of Fort Lauderdale, or any other governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions;

1.3.3 Each question of title that currently exists or may arise in the future, but LESSEE acknowledges that it has had the opportunity to examine LESSOR's present title, and that it is satisfied with respect to the accuracy and sufficiency thereof;

1.3.4 Each question of survey that currently exist or may arise in the future, but LESSEE acknowledges that it has had the opportunity to examine the boundary lines, and that it is satisfied with respect to the accuracy and sufficiency thereof and accepts matters of the title and survey as stated in Exhibit "B";

1.3.5 LESSEE's satisfactory performance of all of the terms and conditions contained in this Lease;

1.3.6 Underground and overhead utilities facilities, including, but not limited to, water, wastewater, storm water and electrical lines, telephone and telecommunications facilities lines and septic tank, if any, except any environmental matters, including but not limited to, underground storage tanks, identified in the Phase 1 Environmental Baseline; and

1.3.7 Reservation of utility easement, if necessary, in favor of Lessor in an area mutually agreed to by the parties and provided the utility easement does not interfere or impact development of the YMCA Facility.

1.4 Quiet Enjoyment. Except as otherwise expressly set forth herein, LESSOR represents and warrants that it has full right and authority to enter into this Lease and that LESSEE, while paying Rent (hereinafter defined) and Additional Rent (hereinafter defined) and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease.

1.5 Contract Administrator. The contract administrator for LESSOR under this Lease shall be the City Manager of LESSOR (the "**City Manager**"), or his designee (the "**Contract Administrator**"). In the administration of this Lease, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.6 Previous Lease. The Previous Lease shall terminate upon approval and execution of this Lease by the City Commission. If this Lease is not approved, then the Previous Lease shall remain in full force and effect.

ARTICLE 2.

TERM OF LEASE

2.1 Term. The term of this Lease commences on the Lease Date (hereinafter defined) and runs for a period of fifty (50) years thereafter (the "**Term**"), unless this Lease is terminated prior to the expiration date pursuant to this Lease.

2.2 Lease Date. The lease date of this Lease shall be the date when the last party to this Lease has executed this Lease (the "**Lease Date**").

2.3 Recordation Memorandum of Lease. A Memorandum of Lease, to be executed by both parties contemporaneously with the execution of this Lease, shall be recorded by LESSEE, at LESSEE's expense, in the Public Records of Broward County, Florida on or about the Lease Date of this Lease. The Memorandum of Lease shall comply with the requirements of Article 7 herein.

2.4 Milestone. During the Term, LESSEE agrees that it shall perform the following "Milestone", within the prescribed time period. Commencing on the Lease Date, the time period for LESSEE to commence and complete performance of the below listed Milestone (the "**Milestone Period**"), shall not be altered without the prior written consent of the City Manager. The Milestone Period shall commence on the Lease Date. Within seven (7) years of the Lease Date, the LESSEE shall complete construction of the YMCA Facility and shall provide LESSOR a copy of the Certificate of Occupancy from the applicable governing authority. LESSOR agrees to reasonably cooperate with the LESSEE in connection with development applications related to the Leased Premises. City Manager, or his or her designee, shall, following written request from the LESSEE, execute any documents that may be reasonably requested by LESSEE or the governmental agency/entity to accomplish such land development approvals, if the LESSOR'S written consent, as owner of the Leased Premises, is necessary or requested. All development applications shall be done at LESSEE's sole costs and expense. LESSOR hereby designates LESSEE as its attorney in fact coupled with an interest for the limited purpose of executing land and building development applications on behalf of LESSOR as the owner of the Leased Premises, provided LESSEE does not create any liability or obligations for the LESSOR or obligate the LESSOR to indemnify any parties or incur any expense or commit LESSOR to the performance of any work to develop the Leased Premises. This power of attorney shall terminate when the Certificate of Occupancy for the improvements is issued.

2.5 Extension of Milestone Deadlines.

2.5.1 Upon written request from LESSEE, the City Manager, in his or her sole discretion, may grant one (1) two (2) year extension, which shall extend the Milestone Period described in Section 2.4.

2.5.2 Upon the occurrence of a Force Majeure as described in Section 12.21 the Milestone Period shall be tolled and extended by the length of time of the Force Majeure event. Said extension shall not exceed two (2) years, unless agreed to in writing by LESSOR and LESSEE.

2.6 Default for Failure to Meet Milestone.

2.6.1 Failure to complete the Milestone during the deadlines or any extensions thereof shall be an event of default and LESSOR, by and through its City Commission, reserves the right to terminate this Lease. Failure of LESSOR to timely terminate this Lease shall not be deemed a waiver of its rights and laches or other defenses related to delay in enforcement of this right may not be raised as an affirmative defense or counterclaim in any legal proceedings. Upon receiving written notice from LESSOR, this Lease shall terminate and become null and void and LESSEE, including any and all subtenants, shall have forty (45) days to vacate the Leased Premises pursuant to the terms and conditions contained in Section 6.2, and all remaining improvements on the Leased Premises shall become the sole property of LESSOR or LESSOR may require LESSEE, at its expense, to remove all materials, equipment or improvements placed on the Leased Premises, or if construction has not commenced, LESSEE shall restore the Leased Premises to a substantially similar condition that existed prior to the Lease Date of this Lease. LESSOR shall have the right to recover damages for LESSEE's failure to restore the Leased Premises or related to LESSEE's delay in vacating the Leased Premises.

2.6.2 Any delay in completing the Milestones solely attributable to LESSOR shall cause the Milestone Period to toll and shall extend the Milestone Period for the length of the delay period but not to exceed one (1) year.

2.7 Payment and Performance Bonds. Prior to commencement of construction of the YMCA Facility, LESSEE shall provide satisfactory proof that it has secured a statutory payment and performance bonds pursuant to Florida Statute Chapter 713 and Florida Statute Chapter 255 (for itself or from its respective contractor(s)) for construction of the YMCA Facility and infrastructure improvements related thereto, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by LESSEE with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by LESSEE or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify LESSOR as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by LESSEE in the performance of the contractor's contract, shall not be raised as a defense to the LESSOR as one of the obligee's requiring performance of such construction contract by the surety.

2.8 Parker Playhouse Marquee Sign. As of the Lease Date, a marquee sign is located on the Leased Premises which advertises and promotes community or public events sponsored by City and/or Parker Theatre, Inc., or its successor (the "**Marquee Sign**"). Consequently, LESSEE cannot remove the Marquee Sign or commence construction of the YMCA Facility or Building 2 until the parties have entered into an acceptable written agreement with Parker Theatre, Inc. or its successor or assigns, which agreement shall provide for alternative arrangements acceptable to Parker Theatre, Inc. and LESSOR. LESSEE acknowledges it takes possession of the Leased Premises subject to the Marquee Sign, set forth in this Section.

2.9 YMCA to Pay for Construction. LESSEE shall bear all costs and expenses of planning, designing, financing, developing, improving and constructing the YMCA Facility and Building 2 to be located on Leased Premises and shall assume all risk of loss.

2.10 Title Defects. LESSEE acknowledges and agrees that LESSOR has satisfied its obligations to remove and/or clear up all title defects as stated in the Lease dated November 16, 2016, and LESSOR has no further obligations with respect to removing any title objections or the status of title to the Leased Premises. Notwithstanding, with respect to the Schedule B-1 requirements on Title Commitment, No.12173428 issued by Shutts and Bowen LLP, LESSOR shall satisfy the requirements of No. 4a, and use its best efforts to comply with No. 14 and will cooperate with LESSEE to remove the site dedication recorded in Official Records Book 30988, Page 929, but LESSEE shall be responsible for paying all fees, charges, release price, costs and expense of removal of all Site Dedications referenced in No. 21.

2.11 Vacation. LESSEE at its sole cost and expense shall abandon NE 6th Terrace right-of-way and LESSEE shall be responsible for addressing the possible removal or realignment of all utilities and other encroachments within said right-of-way. LESSOR shall cooperate with LESSEE and shall provide all reasonable assistance, in its capacity as owner of the Leased Premises, in abandoning said right-of-way. City Manager shall be permitted to execute all required documents on behalf of LESSOR.

2.12 Representations and Warranties. All steps, acts and conditions required by the City Charter to be done as a condition precedent to the authorization of this Lease as of the date of City Commission approval have been done, and CITY has full authority to enter into this Lease. All steps, acts

and conditions required by the organizational and other documents creating and binding on the LESSEE to be done as a condition precedent to the execution of this Lease have been done, and the LESSEE has full authority to enter into this Lease. The LESSEE represents and warrants unto the LESSOR that it has adequate financial capacity and technical and business skill and ability to perform all obligations herein imposed upon the LESSEE to diligently, skillfully and successfully construct, operate and manage the YMCA Facility in order that the same may be operated and developed in conformity with applicable law and according to this Lease.

ARTICLE 3.

RENT AND ADDITIONAL PAYMENTS

3.1 Amount and Payment of Rent. As rent for the Leased Premises, LESSEE shall pay to LESSOR the annual rent of One and No/100 Dollar (\$1.00) commencing with the Lease Date and continuing each and every successive anniversary date thereafter through the balance of the Term (the “**Rent**”). Rent shall be payable to **City of Fort Lauderdale** and delivered to City of Fort Lauderdale, 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, Attention: City Manager.

3.2 Sales Tax, Fees, Special Assessments, etc. Beginning on the Lease Date, all costs, expenses, sales or use taxes, or taxes of any nature or kind, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the real property or improvements constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, it being the intent of the parties that, except as may be specifically provided for herein, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term. Should any such tax rate change under the Florida Sales Tax Statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes.

3.3 Additional Rent Payments. Exclusive of Rent due under Section 3.1 and all sums due under Section 3.2 hereof, all other payments that LESSEE is obligated to make under this Lease shall be considered “**Additional Rent**” regardless of whether the payments are so designated. All Additional Rent payments are due and payable within thirty (30) days after rendition of a statement therefor.

3.4 Utility or Service Charges. LESSEE agrees to pay all utility service charges including, but not limited to gas, electricity, telephone, telecommunications, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises. If any of these charges remain unpaid after they become due, LESSOR may exercise its remedies as set forth in Article 11. LESSOR shall not be liable to LESSEE for damage nor otherwise because of LESSEE’s failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises that are supplied by parties. No such failure, interruption or curtailment may constitute a constructive or partial eviction.

3.5 Governmental Charges or Services. Subject to the provisions of Section 3.7, LESSEE must pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon and that arise during the term of the Lease. LESSEE shall pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

3.5.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees;

3.5.2 All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon;

3.5.3 All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:

(a) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

(b) Any appurtenance to the Leased Premises;

(c) The rent and income received by the LESSEE from any subtenant;

(d) Any use or occupation of the Leased Premises;

(e) Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises;

(f) Sales or use tax arising from LESSEE's or any subtenant, licensee or concessionaire operations or activities; or

(g) Any taxes or charges applicable to the Rent paid under this Lease or applicable to any agreement with any subtenant, licensee or concessionaire.

3.6 Payments and Receipts. Upon LESSOR's written request, LESSEE shall deliver to LESSOR official receipts that show payment of all charges required under this Article and contained in LESSOR's written request. These receipts must be delivered to the place where the Rent payments are to be made. The LESSEE shall pay every tax or other charge required to be made under this Article before the charge or tax becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by LESSEE in accordance with Section 3.7 of this Lease.

3.7 LESSEE's Challenge of Tax. LESSEE may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Lease, provided LESSEE complies with terms and conditions of this Section. LESSEE must give LESSOR written notice of LESSEE's intention to contest and LESSEE must also furnish LESSOR with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash must be in an amount equal to the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. LESSEE must give the written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.

3.8 LESSOR'S Remedy for LESSEE'S Nonpayment. If LESSEE fails, refuses, or neglects to pay any taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 3.7 of this Lease, the LESSOR may pay them. On LESSOR's demand, LESSEE shall reimburse LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of twelve (12%) per cent per annum from the date LESSOR paid such outstanding taxes, fees, assessments or other governmental charges, up to but not exceeding the maximum rate of interest allowable under Florida law. On the day LESSOR demands repayment or reimbursement from LESSEE, LESSOR is entitled to collect or enforce these

payments in the same manner as a payment of Rent. The LESSOR's election to pay the taxes, fees, assessments or other governmental charges does not waive LESSEE's default.

ARTICLE 4.

USE OF PREMISES

4.1 Permissible Uses. LESSEE shall use the Leased Premises to construct, operate, manage, and maintain the YMCA Facility which may include but shall not be limited to, gymnasium, wellness center, swimming pool, teen and youth center, community rooms, locker rooms, fitness studio, offices, parking, bathrooms, elevators, medical, emergency medical and hospital uses and other ancillary uses consistent with the mission of the LESSEE and Subtenant (as well as such other complementary minor uses such as fast food restaurants, retail uses and community services). Such uses are referred to as the "**Permitted Use**". The use of the YMCA Facility shall be open to the public and LESSEE shall provide services and programs similar to the services and programs described in **Exhibit "C"** attached hereto, which shall serve a public purpose and provide a substantial public benefit. Further, said uses must provide a benefit to the public and not have a commercial, pecuniary, profitable or private use as its primary use. Any use other than the Permitted Use, shall require the written consent of the LESSOR, in its sole discretion, but such uses must be consistent with the spirit and intent of Section 8.13 of the City Charter as determined by the City Commission.

4.1.1. Resident Discount. LESSEE shall provide a ten percent (10%) discount to City residents on membership, admission and service fees imposed by LESSEE for the use of the YMCA Facility, including without limitation, the swimming pool, but such discount shall not apply to services provided by Subtenant with respect to the free-standing emergency department. The Swimming Pool shall also be open to the public at no cost for a minimum of four (4) consecutive hours every Saturday and Sunday afternoon, during which time residents of the City of Fort Lauderdale may access the pool free of charge, subject to LESSEE's standard safety and risk management protocols. The estimated annual value of this public benefit is \$75,000.

4.2 Compliance with Regulations of Public Bodies. LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the applicable requirements relating to sanitation, fire hazard, zoning, historic designation regulations, environmental requirements (subject to Article 5 below) and other similar requirements designed to protect the public, worker and residential use environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.

4.3 Site Plan; Plans and Specifications. In the event LESSEE undertakes construction of the YMCA Facility located on the Leased Premises, as a condition precedent to such construction LESSEE shall submit to the City Commission of the City of Fort Lauderdale a site plan containing the specifications of the YMCA Facility (the "**Site Plan**") for approval by the City Commission which City Commission approval shall not be unreasonably withheld, delayed or conditioned. Such approval of the Site Plan by the City Commission under this Lease shall not constitute an approval under its governmental or regulatory authority. In its proprietary capacity, LESSOR hereby approves LESSEE's Site Plan attached hereto as Exhibit "D".

4.4 Improvements. LESSEE shall not construct any permanent improvements upon the Leased Premises that are not reflected in the approved Site Plan without LESSOR's express written consent as set forth in this Article and this Lease. LESSEE shall not construct any improvements, nor perform any material alteration, modification or demolition of improvements upon the Leased Premises without first (a) providing the City Manager with a complete set of plans and specifications therefor; and (b) securing from City Manager written approval indicating that the proposed construction, alteration, modification or demolition is acceptable; and (c) securing the approval of the City Commission which approval shall not unreasonably withheld, delayed or conditioned. As a condition of acceptance, the City Commission may impose reasonable conditions. Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises shall become the property of the LESSOR. Nothing herein shall be construed as a waiver of the LESSOR's police or regulatory policy in issuing development approvals. Approvals by the City Commission pursuant to this Lease shall be considered approvals in its proprietary capacity and not under its police or regulatory power.

4.5 Alterations, Additions, Modifications or Demolitions. LESSEE shall not make any material alterations, additions, modifications or demolitions to the Leased Premises that are not in accordance with the process outlined in Section 4.3 or 4.4 above.

4.6 Liability for Personal Property. All personal property placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries to LESSEE or any of LESSEE's subtenants, agents, servants, employees, contractors, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of the person; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury in question is caused by LESSOR's tortious acts or omissions, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

4.7 Liability for Damages or Injuries. LESSOR shall not be liable for any damage or injury incurred or sustained in, on or about the Leased Premises when such damage or injury results from the tortious acts or omissions of any person, including LESSEE's guests, subtenants, invitees, servants, agents, employees or contractors or trespassers on the Leased Premises; provided, however, that if the damage or injury is caused by LESSOR's tortious acts or omissions, then, to the extent the damage or injury in question is caused by LESSOR's tortious acts or omissions, then LESSEE's liability to LESSOR hereunder shall be proportionately abated.

4.8 ADA Compliance. LESSEE 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 Leased Premises.

ARTICLE 5.

HAZARDOUS SUBSTANCES

5.1 Definitions. For the purpose of administering this Article, the following terms shall have the meaning as set forth below:

(a) **"Environmental Agency"** means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) **“Hazardous Substances”** means any hazardous or toxic substances, materials or wastes, 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, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) radon, (v) any substance designated as a “hazardous substance” pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as “hazardous waste” pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a “hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a “hazardous substance” as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations or (x) medical wastes as defined under applicable federal, state and local laws, rules, regulations and ordinances or as described in the Subtenant’s sublease.

(c) **“Hazardous Substances Laws”** means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.

(d) **“Petroleum Products”** as defined by Florida Administrative Code Sec. 62-761.200 are any liquid fuel commodities made from petroleum including, but not limited to, diesel fuel, kerosene, gasoline, and fuels contain mixtures of gasoline and other products.

(e) **“Products”** is defined in Sec. 377.19 (11), Florida Statutes, as same may be amended from time to time, as any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casinghead gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

(f) The term **“property damage”** as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and/or of any third parties caused by or resulting from LESSEE’s breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE pursuant to directives from an Environmental Agency.

(g) **“Phase I Environmental Baseline”** means the environmental condition of the Leased Premises as set forth in the Phase I Environmental Site Assessment report provided by PM Environmental, Inc., Project No. 18-3506-0-0001 dated September 2, 2016.

(h) Intentionally Omitted.

(i) **“Environmental Baseline”** means collectively the Phase I Environmental Baseline .

5.2 LESSOR’S Consent Required. During the Term no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE

first obtains written consent from the Contract Administrator (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws). The Subtenant is permitted to bring biomedical wastes on the Lease Premises in compliance with all Hazardous Substance Laws provided the LESSEE and the Subtenant indemnifies the LESSOR in form and content acceptable to the LESSOR in its sole discretion.

5.3 Compliance with Hazardous Substances Laws. During the Term, and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees acting within the course and scope of their duties, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.

5.4 Hazardous Substances Handling.

5.4.1 LESSEE covenants any Hazardous Substance brought upon the Leased Premises by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees acting within the course and scope of their duties, shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. LESSEE covenants that any and all Hazardous Substances removed from the Leased Premises shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Substances and waste and only in accordance with Hazardous Substances Laws and consistent with all conditions of any and all permits, licenses and other Environmental Agency approvals required for such removal and transportation.

5.4.2 Upon expiration or earlier termination of this Lease, LESSEE shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Effective Date by any person whomsoever, other than LESSOR, its agents, servants, employees, contractors or licensees, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

5.5 Notices.

5.5.1 If at any time LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws), Lessee shall promptly upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR, as provided herein.

5.5.2 In addition, LESSEE shall promptly notify LESSOR in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any

Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

5.5.3 LESSEE shall also supply LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6 Limited Phase I and Phase II. Intentionally Omitted.

5.7 Environmental Liabilities.

5.7.1 Any Hazardous Substances discovered on, under or within the Leased Premises after the Effective Date, and which do not appear in the Environmental Baseline, at levels that are in violation of the Hazardous Substances Laws shall be the absolute responsibility of the LESSEE unless LESSEE demonstrates by a clear and convincing evidence that the presence of such Hazardous Substances on, under or within the Leased Premises after the Effective Date were either part of the Environmental Baseline or caused by the acts or omissions of LESSOR, its agents, servants, employees, contractors or licensees engaged to perform services on the Leased Premises.

5.7.2 Anything herein to the contrary notwithstanding, LESSEE shall not be responsible for concentrations of Hazardous Substances above clean-up target levels as defined by Florida Administrative Code Sec. 62-777, as same may be amended from time to time, for Petroleum Products as a result of any potential discharges from a gasoline service station that operated on the Leased Premises between 1961 – 1995 and identified in the Phase I Environmental Baseline. However, LESSEE shall be responsible for any discharges of Petroleum Products that are a result of LESSEE's operations.

5.7.3 Anything herein to the contrary notwithstanding, LESSEE shall not be responsible for Hazardous Substances appearing in the Environmental Baseline.

5.8 Hazardous Substances Indemnification.

5.8.1 Effective on the Effective Date, LESSEE agrees to and shall indemnify, defend and hold LESSOR harmless of and from any and all claims, demands, fines, penalties, causes of action, administrative proceedings liabilities, damages, losses, costs and expenses, which are asserted against the LESSOR for bodily injury, disease, sickness, death, property damage (including the loss of use therefrom), damage or injury to the environment or natural resources, or some or all of the foregoing, and which relate, refer, or pertain to:

(a) the existence of Hazardous Substances on, under, or over the Leased Premises, or

(b) Hazardous Substances being released into the air, water, groundwater, or onto the ground in connection with the use of or operations on the Leased Premises, or

(c) gaseous emissions (excluding methane, radon, and other naturally occurring gases) from the Leased Premises, or

(d) the use, generation, or storage of Hazardous Substances on the Leased Premises, or

- (e) the disposal of Hazardous Substances, or
- (f) some or all of the foregoing.

This indemnity applies regardless of whether the activity in Section 5.8.1(a) - (f) occurred before or during the Term as a result of Hazardous Substances brought onto the Leased Premises by any person whomsoever, including without limitation, the Subtenant, any subtenant, licensee or invitee, other than LESSOR, its agents, servants, employees, contractors or licensees engaged to perform services on the Leased Premises and/or other than as set forth in the Environmental Baseline.

5.8.2 Effective on the Effective Date, LESSEE shall further indemnify, defend and hold LESSOR harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises before or during the Term, including, without limitation the following when required by Hazardous Substances Laws or by governmental entities and agencies that enforce Hazardous Substances Laws (herein "**Environmental Agencies**"):

- (a) all required or necessary inspections, investigations, applications, permits, plans, licenses, consent orders, and the like; and,
- (b) all cleaning, detoxification, remediation, cleanup and disposal; and
- (c) all tests, audit, monitoring, and reporting; and
- (d) all fees, costs, assessments, fines and penalties charged by Environmental Agencies.

This indemnification shall not extend to any claim, demand, fine, penalty, cause of action, liability, damage, loss, cost or expense related to the presence of Hazardous Substances that are caused by LESSOR, its agents, servants, employees, contractors or licensees engaged to perform services on the Leased Premises and/or as set forth in the Environmental Baseline.

5.8.3 Except for Hazardous Substances set forth in the Environmental Baseline, effective on the Effective Date, LESSEE further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any agent, licensee, subtenant, vendor, employee or volunteer of LESSEE or the Subtenant, regardless of whether LESSEE or the Subtenant has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.

5.8.4 LESSEE agrees that the foregoing obligations to indemnify, defend and hold LESSOR harmless, effective on the Effective Date, extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease is effective on the Effective Date and shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.

5.8.5 LESSOR reserves the right to select counsel of its own choosing, subject to LESSEE approval, which shall not be unreasonably, withheld, conditioned or delayed, in the event LESSEE is called upon to defend LESSOR pursuant to this indemnity.

5.9 Environmental Testing.

5.9.1 At any time during the Term, LESSOR may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("**LESSOR'S Tests**") to determine the presence and/or extent of contamination by Hazardous Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:

(a) An Environmental Agency shall have issued a notice of violation with respect to the Hazardous Substances on, within, above, about or under the Leased Premises; or

(b) LESSOR has probable cause to believe that LESSEE, the Subtenant or any other subtenant has violated Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.

5.9.2 LESSOR'S Tests shall be at the sole cost and expense of LESSOR. The cost and expenses relating to the LESSOR'S Tests shall not be included in the scope of any indemnification set forth in this Article, unless the LESSOR'S Tests reveal the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the environmental engineering firm licensed to perform such work in the State of Florida (the "**Permitted Firm**").

5.10 Environmental Procedure; Consent to Assignment.

5.10.1 Any provisions herein to the contrary notwithstanding, LESSEE, or its proposed assignee, whichever the case may be, shall, at its own cost and expense, furnish to LESSOR an updated Phase I Environmental Assessment and/or Phase II Environmental Assessment of the Leased Premises, by a Permitted Firm, as a condition precedent to LESSOR's consent to an assignment of the leasehold interest or any part thereof. The foregoing is referred to hereinafter as the "**Environmental Procedure**."

5.10.2 The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises.

5.10.3 If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, until security is posted with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

ARTICLE 6.

CONDITION OF PREMISES

6.1 LESSEE'S Acceptance and Maintenance of Leased Premises.

6.1.1 "AS IS" Condition. LESSEE acknowledges that prior to the Lease Date hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises, and that except as set forth in Section 5.6 LESSEE is leasing the Leased Premises in its "AS IS" condition. Except as may be expressly set forth in or required by this Lease,

LESSEE acknowledges that the LESSOR has made no other representations or warranties as to the condition or status of the Leased Property and that LESSEE is not relying on any representations or warranties of the LESSOR or any broker(s), or agent of LESSOR in leasing the Leased Premises. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

- (a) The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology;
- (b) The suitability of the Leased Premises for any and all activities and uses which LESSEE may conduct thereon;
- (c) The compliance of or by the Leased Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (d) The habitability, merchantability or fitness for a particular purpose of the Leased Premises; or
- (e) Any other matter with respect to the Leased Premises.

Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises other than as may be specifically set forth in this Lease. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.

6.1.2 At its expense, LESSEE shall maintain the Leased Premises in a good state of repair and in a condition consistent with the Permissible Uses. LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that LESSEE brings, constructs or placed on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises and all the improvements located thereon as often as is necessary to keep these items in a good state of repair.

6.2 Condition at End of Term. At the earlier of the expiration of the Term or termination of this Lease, LESSEE shall quit the Leased Premises and surrender it and all improvements thereon, including the YMCA Facility, Building 2 and all other improvements, to LESSOR, normal wear and tear expected. LESSEE shall removal all personal property including but not limited to, office furniture, gym equipment, weightlifting equipment, wellness equipment, basketball equipment, playground equipment, if any, and all other equipment, supplies or furniture purchased by LESSEE, except permanently affixed fixtures that cannot be removed without structural or functional damage to the Leased Premises.

ARTICLE 7.

LIENS

7.1 Liens against the Leased Premises. LESSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR in and to the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's right, title or interest in and to the Leased Premises. All persons contracting with the LESSEE, or furnishing materials, labor or services to said LESSEE, or to its agents or servants, as well as all persons shall be bound by this provision of this Lease. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR, so as to confer upon a laborer bestowing labor upon or within the Leased Premises or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the LESSOR's right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the LESSOR.

ARTICLE 8.

ENTRY AND INSPECTION OF PREMISES

8.1 LESSOR'S Inspection and Entry Rights. LESSOR, or any agent thereof, upon reasonable notice, shall be entitled to enter the Leased Premises, including that portion of the Leased Premises sublet to the Subtenant, during any reasonable business hours for any of the following reasons:

8.1.1 To examine the Leased Premises; or

8.1.2 To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is in need of maintenance or repair and LESSEE fails to take appropriate curative actions; or

8.1.3 To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of this Lease and LESSEE has failed to take appropriate curative actions.

Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.

8.2 Annual Inspections. Notwithstanding the foregoing, LESSOR may conduct annual inspections of the Leased Premises at LESSOR'S sole cost and expense, upon three (3) days prior written notice. Said inspection shall take place during normal business hours at a reasonable time mutually agreed to between the parties.

8.3 Liability for Entry. LESSEE, nor any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under LESSEE, or any invitees thereof shall have no claim or cause of action against LESSOR because of LESSOR's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or grossly negligent conduct of LESSOR, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 9.

INSURANCE AND INDEMNIFICATION

9.1 Indemnity.

9.1.1 Except for Hazardous Substance indemnities, which are set forth in Article 5 above, LESSEE shall protect, defend, indemnify and hold harmless the LESSOR, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease, conditions contained therein, the location, construction, repair, maintenance use or occupancy of the Leased Premises or improvements located thereon, or the breach or default by LESSEE, or any of its agents, invitees, guests contractors, employees or subtenants, including without limitation, the Subtenant, of any covenant or provision of this Lease except for any occurrence arising out of or resulting from LESSOR's breach of this Lease or the intentional torts or gross negligence of the LESSOR, its officers, agents and employees acting within the scope and course of their duties. This indemnity shall survive termination of this Lease and is not limited by insurance coverage.

9.1.2 Without limiting the foregoing (and, again, except for Hazardous Substance indemnities, which are set forth in Article 5 above), any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of the City's Charter or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

9.1.3 Except for matters related to Hazardous Substances, which are set forth in Article 5 above, LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by LESSEE) 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 LESSOR, LESSEE shall assume and defend not only itself but also the LESSOR in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that LESSOR, exercisable by LESSOR's Risk Manager (the "Risk Manager") shall retain the right to select counsel of its own choosing.

9.2 LESSOR'S Liability. In no event shall LESSOR'S liability for any breach of this Lease exceed the amount of Rent then remaining unpaid for the then current term (exclusive of any renewal periods which have not then actually commenced). This provision is not intended to be a measure or agreed amount of LESSOR'S liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of LESSOR hereunder except only as a maximum amount not to be exceeded in any event. Furthermore, no property, whether real or personal, including the Leased Premises or other assets of LESSOR shall be subject to levy, execution or other enforcement procedure for the satisfaction of LESSEE's remedies under or with respect to this Lease and LESSOR shall not be liable for any deficiency. Nothing contained in this Paragraph shall be construed to permit LESSEE to offset against Rents due to a successor LESSOR, by a judgment (or other judicial process) requiring the payment of money by reason of any default of a prior landlord, except as otherwise specifically set forth herein.

9.3 Insurance. At all times during the Term, LESSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverage:

9.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy, in standard form, insuring LESSEE during the Term of this Lease, shall be provided with policy limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, property damage and personal and advertising injury and \$1,000,000 each occurrence and \$2,000,000 aggregate for products and completed operations. The policy must include coverage for Contractual Liability and Independent Contractors. City, its officials, employees, and volunteers are to be covered 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 the LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

9.3.2 Property Coverage. Coverage must be afforded in an amount not less than 100% of the insurable value of the YMCA Facility with a maximum deductible of \$25,000 on each claim. Coverage form shall include, but not be limited to all risk coverage including flood and windstorm with no coinsurance clause. This policy shall insure the interests of City as owner in the property against all risk of physical loss and damage, and name City as a loss payee.

9.3.3 Property Coverage/Builders Risk. As a condition precedent to the commencement of the construction of the YMCA Facility, the following insurance policy is required and coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a maximum deductible of \$25,000 each claim. Coverage form shall include, but not be limited to, All risk coverage including flood and windstorm with no coinsurance clause, guaranteed policy extension provision, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, and equipment breakdown for cold testing of all mechanized, pressurized, or electrical equipment. This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name City as a loss payee. This insurance shall remain in effect until the YMCA Facility is completed.

9.3.4 Business Automobile Liability. Coverage must be afforded for all owned, hired, scheduled, and non-owned vehicles for bodily injury and property damage in an amount not less than \$1,000,000 combined single limit each accident. If the LESSEE does not own vehicles, the LESSEE shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

9.3.5 Workers' Compensation Insurance. LESSEE shall maintain Workers' Compensation Insurance Limits: Per Chapter 440, Florida Statutes, with Employers' Liability of \$500,000. Any firm performing work on behalf of City must provide Workers' Compensation insurance to LESSEE prior to the commencement of said work. Exceptions and exemptions will be allowed by Risk Manager, if they are in accordance with Florida Statute. Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

9.3.6 Providing and maintaining adequate insurance coverage is a material obligation of LESSEE and LESSEE shall provide City a certificate of insurance evidencing such coverage. LESSEE's insurance coverage shall be the primary insurance coverage for the Leased Premises and any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be excess of LESSEE's insurance and shall be non-contributory. 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 Florida and possess an A.M. Best rating of "A-" or better, subject to the approval of the Risk Manager.

9.3.7 The coverages, limits and/or endorsements required herein protect the primary interests of City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when 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 City'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.

9.3.8 Insurance Certificate Requirements. The insurance certificates required to be provided herein shall comply with the following:

(a) LESSEE shall provide City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Lease.

(b) LESSEE shall provide a Certificate of Insurance to City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

(c) 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 as described herein.

(d) In the event the Term goes beyond the expiration date of the insurance policy, LESSEE shall provide City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

(e) The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

(f) City shall be named as an Additional Insured with a Waiver of Subrogation.

(g) The Lease or other identifying reference must be listed on the certificate.

(h) The Certificate Holder should read as follows:

City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

9.4 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 operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. If LESSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Lease, LESSEE may provide an Umbrella/Excess insurance policy to comply with this requirement.

9.5 Any exclusions or provisions in the insurance maintained by the LESSEE that excludes coverage for work contemplated in this Lease shall be deemed unacceptable and shall be considered an event of default.

9.6 All required insurance policies must be maintained throughout the Term or as applicable, and any lapse in coverage shall be considered breach of this Lease. In addition, Lessee must provide confirmation of renewal of coverage by providing an updated certificate should any policies expire prior to the expiration of this Lease. City reserves the right to review, at any time, coverage forms and limits of LESSEE's insurance policies.

9.7 All notices of any claim/accident (occurrences) associated with work being performed under this Lease, shall be provided to LESSEE's insurance company and the Risk Manager as soon as practicable.

9.8 It is LESSEE's responsibility to ensure that all subtenants and subcontractors comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. LESSEE further confirms that LESSEE's insurance will apply as excess over any other valid and collectible coverage of their vendors. Any and all deficiencies are the responsibility of the LESSEE.

ARTICLE 10.

ASSIGNMENTS AND SUBLETTING

10.1 Assignment and Subletting.

10.1.1 Unless expressly authorized otherwise, LESSEE may not assign this Lease or any portion of its leasehold interest, nor sublet, license or grant any concession for the use of the Leased Premises to another person without obtaining LESSOR's prior written consent, in its reasonable discretion. LESSOR approved this Lease pursuant Section 8.13 of the City's Charter, and any proposed assignee, subtenant, licensee or concessionaire must comply with said provision and this Lease and shall engage in activities on the Leased Premises in accordance with the Permitted Use. Notwithstanding the foregoing, LESSEE is permitted to sublease or license up to ten percent (10%) of the total square footage of Building 1 to food or retail vendors without LESSOR's consent.

10.1.2 LESSEE shall, by written notice, advise LESSOR of its desire from and after a stated date (which shall not be less than sixty (60) days) to assign, sublet or license its interest under this Lease or any portion thereof for any part of the Term hereof. LESSEE shall supply LESSOR with such information, financial statements, verifications and related materials as LESSOR may reasonably request or desire to evaluate the written request to so assign, sublet or grant a license; and in such event LESSOR shall have the right, to be exercised by giving written notice to LESSEE within sixty (60) days after receipt of LESSEE's notice and all of the aforesaid materials, to either refuse or consent to the proposed assignment. Said notice by LESSEE shall state the name and address of the proposed assignee.

10.1.3 As a condition to LESSOR's prior written consent of the proposed assignment, the assignee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such sublease or assignment and an agreement of said compliance by each sublease or assignee.

10.2 Continued Liability of LESSEE. LESSOR's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release LESSEE from any of LESSEE's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease that does not comply with the provisions of the Article shall be void.

10.3 Subtenant Sublease. No use other than the Permitted Use is allowed and the Subtenant's (as referenced in the Recognition Agreement) sublease is subject to the terms and conditions of this Lease and the activities and operations of Subtenant shall in all respect comply with the terms and conditions of this Lease. The term of the Subtenant sublease shall not exceed the term of this Lease.

ARTICLE 11.

LESSOR'S REMEDIES AND LESSEE'S DEFAULT

11.1 Remedies for Nonpayment of Rent or Additional Rent. LESSOR shall have the same remedies for LESSEE's failure to pay Rent as for its failure to pay Additional Rent.

11.2 Accord and Satisfaction. If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.

11.3 Events of Default. If LESSEE abandons or vacates the Leased Premises before the end of the Term, LESSEE fails to perform or observe any of the agreements, covenants or conditions contained in the Lease, fails to maintain the YMCA Facility, fails to comply with the terms, conditions and obligations of the Subtenant's sublease, fails to or is no longer operating the YMCA Facility on the Leased Premises, LESSEE's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding or if LESSEE is in arrears in Rent or Additional Rent payments and applicable cure periods have expired, LESSOR may cancel or terminate this Lease, subject to the notice and opportunity to cure provisions set forth in Section 11.4. On cancellation or termination of this Lease, LESSOR shall be entitled to peaceably enter the Leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency. If LESSOR realizes more than the full rental, LESSOR shall pay the excess to LESSEE on LESSEE's demand, after deduction of the expenses of reletting. If LESSEE fails to complete the improvements described in the Approved Site Plan within seven years after the Lease Date, subject to any extensions pursuant Section 2.5, then LESSOR shall be entitled to exercise any and all remedies provided herein.

11.4 Dispossession on Default; Notice and Opportunity to Cure.

11.4.1 If LESSEE defaults in the performance of any covenant, term, or condition of this Lease, LESSOR may give LESSEE written notice of that default, as provided in Section 12.2.1. If LESSEE fails to cure a default in payment of Rent or Additional Rent within twenty (20) days after notice is given, LESSOR may terminate this Lease. For defaults other than nonpayment of Rent or Additional Rent, LESSEE shall cure such default within thirty (30) days after notice is given or within such greater period of time as specified in the notice.

11.4.2 If the default (other than for nonpayment of Rent or Additional Rent) is of such a nature that it cannot be reasonably cured within time specified, LESSOR may terminate this Lease only if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default within one hundred eighty (180) days after written notice is given. Thereafter, termination of this Lease may occur only after LESSOR gives not less than ten (10) days' advance written notice to LESSEE and such default remains uncured. On the date specified in the notice, the Term will end, and, LESSEE shall quit and surrender the Leased Premises to LESSOR, except that LESSEE will remain liable as provided under this Lease. Notice under Section 2.6.1 controls with respect to failure to complete Milestones within the prescribed time period.

11.4.3 On termination of this Lease, LESSOR may peaceably re-enter the Leased Premises without notice to dispossess LESSEE, any legal representative of LESSEE, or any other occupant of the Leased Premises. LESSOR may retain possession through summary proceedings or otherwise and LESSOR shall then hold the Leased Premises as if this Lease had not been made.

11.5 Damages on Default. If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:

11.5.1 LESSOR shall be entitled to Rent or Additional Rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time of the re-entry, dispossession or expiration, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-letting, if LESSOR elects to re-let, plus interest on Rent and Additional Rent when due at the rate of twelve (12%) percent per annum.

11.5.2 LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

11.5.3 LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-letting, LESSOR may alter, repair, replace, landscape or decorate any part of the Leased Premises in any reasonable way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, replacement, landscape or decoration will not release LESSEE from liability under this Lease.

11.5.4 LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.

11.6 Insolvency or Bankruptcy. Subject to the provisions hereof respecting severability, should LESSEE at any time during the Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, such action shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

11.6.1 All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above that shall include all costs and reasonable attorneys' fees expended by LESSOR to the date of curing the default.

11.6.2 All obligations of the LESSEE must be performed in accordance with the terms of this Lease.

If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Lease, or fails to cure any pre-filing default, or fails to make additional security deposit required under this Lease for the adequate assurance of future performance clause above, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

11.7 Condemnation. Upon a condemnation, LESSEE may pursue all awards it is legally entitled to receive.

11.8 Holding Over. LESSEE will, at the termination of this Lease by lapse of time or otherwise yield immediate possession of the Leased Premises.

11.9 Cumulative Remedies. LESSOR's remedies contained in the Lease are in addition to the right of a Landlord under Florida Statutes governing non-residential Landlord-Tenant relationships. Upon default after the expiration of all notice, grace and cure periods, LESSOR shall be entitled avail itself to any and all other remedies available to a landlord at law or in equity.

ARTICLE 12.

MISCELLANEOUS

12.1 Requirement for Notice. LESSEE shall give LESSOR prompt written notice of any accidents on, in, over, within, under and above the Leased Premises in which damage to property or injury to a person occurs.

12.2 Notices.

12.2.1 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 Lease, 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 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 LESSOR or LESSEE may from time to time designate by notice as herein provided.

(1) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in 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 LESSOR:

City Manager
City of Fort Lauderdale
101 NE 3rd 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 LESSEE:

Young Men's Christian Association of South
Florida, Inc.
Attn: Sheryl Woods
900 SE 3rd Avenue
Fort Lauderdale, FL 33316
Telephone: 954-334-9622
Email: swoods@ymcasouthflorida.org

With copy to:

Shutts & Bowen LLP
Attn: Brendan Aloysius Barry, Esq.
201 East Las Olas Boulevard, Suite 2200
Fort Lauderdale, FL 33301
Telephone: 954-847-3884
Email: bbarry@shutts.com

12.3 Time Is Of The Essence. Time is of the essence as to the performance of all terms and conditions under this Lease.

12.4 LESSOR'S Cumulative Rights. LESSOR's rights under this Lease are cumulative, and, LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate or forfeit any of these rights.

12.5 Modifications, Releases and Discharges. No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.6 Time. In computing any period of time expressed in day(s) in this Lease, 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.

12.7 Captions. The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.8 Survival. All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term hereof.

12.9 Landlord Delays; Causes beyond Control of LESSOR. Whenever a period of time is herein prescribed for action to be taken by LESSOR, LESSOR shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of LESSOR. Whenever a period of time is herein prescribed for action to be taken by LESSEE, LESSEE shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of LESSEE.

12.10 Assignment, Pledge, Security Interest, Cooperation. LESSOR hereby consents to LESSEE granting a security interest, in its leasehold interest in the Leased Premises to a regulated financial institution for construction and/or permanent financing for the YMCA Facility. LESSOR agrees to reasonably cooperate with LESSEE in connection with any financing and agrees to execute documents in form and substance acceptable to LESSOR in its sole discretion and its attorney reasonably required by LESSEE's lender, including the obligation to give such lender additional notice and opportunity to cure and to enter into a new lease upon bankruptcy or similar event. Execution of such documents is subject to City Commission approval. Notwithstanding, the term of the leasehold mortgage cannot exceed the Term of this Lease. **Nothing herein shall be construed as a right to encumber or subordinate the fee interest of the LESSOR in the Leased Premises, which encumbrance or subordination is prohibited.**

12.11 Interpretation of Lease; Severability. This Lease 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 Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the extent permitted by law. Each covenant, term, condition, obligation or other provision of this Lease 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 Lease, unless otherwise expressly provided. All terms and words used in this Lease, 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.

12.12 Successors. This Lease shall be binding on and inure to the benefit of the parties, their successors and assigns.

12.13 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, as amended.

12.14 No Third Party Beneficiaries. Except as may be expressly set forth to the contrary herein, 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 Lease. None of the parties intend to directly or substantially benefit a third party by this Lease. The parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by Lessor to be sued by third parties in any manner arising out of any Lease.

12.15 Discrimination. LESSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12.16 Records.

12.16.1 Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

12.16.2 LESSEE and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the YMCA Facility shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(b) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to LESSEE for the duration of the Lease and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(d) Upon completion of said construction or maintenance at the YMCA Facility, transfer, at no cost, to CITY all public records in possession of LESSEE or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the YMCA Facility, LESSEE and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE or Contractor keeps and maintains public records upon completion of YMCA Facility, LESSEE and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

12.16.3 If LESSEE or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to LESSEE or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

12.17 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 Lease 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.

12.18 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease has been their joint effort.

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

12.20 Governing Law. This Lease 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 Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.21 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease 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, 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 LESSEE be deemed Force Majeure.

12.22 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.

12.23 Loss of Non-Profit Status. LESSEE is a tax-exempt organization as recognized by the Internal Revenue Service. If LESSEE's non-profit status is revoked by the IRS due to LESSEE's actions (as opposed to changes in the law governing non-profits), such revocation shall constitute an event of default under this Lease and LESSOR shall be entitled to exercise any and all remedies available under this Lease, including termination of this Lease. If the LESSEE is no longer licensed, certified or otherwise loses its recognition as a YMCA by the YMCA national organization, then LESSOR has the right to terminate this Lease, subject to the notice and opportunity to cure provisions of Section 11.4.

12.24 Attorneys' Fees. In any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Lease, the Leased Premises or the YMCA Facility project (including, without limitation, (a) the enforcement or interpretation of either party's rights or obligations under this Lease [whether in contract, tort, or both], or (b) the declaration of any rights or obligations under this Lease), the prevailing party, as determined by the court, shall be entitled to recover from the losing party reasonable attorneys' fees and costs. All

references in this Lease to attorneys' fees shall be deemed to include all legal assistants', paralegals' and law clerk's fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with collection, arbitration, and bankruptcy proceedings.

12.25 Public Entity Crime. As provided in Section 287.132-133, Florida Statutes, 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. This notice is required by Section 287.133(3)(a), Florida Statutes.

12.26 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 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, 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, as may be amended or revised. The LESSOR may terminate this Agreement at the LESSOR's option if the LESSEE is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, 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, as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revise.

12.27 Florida Foreign Entities Act. Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. LESSEE represents that neither it nor, to the best of LESSEE's knowledge, after due inquiry, any of LESSEE's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. LESSEE further represents and warrants that it, to the best of LESSEE's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Lease with the Florida Foreign Entities Act, and LESSEE has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. LESSEE shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. LESSEE shall notify LESSOR immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 12.27. LESSOR shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this Section 12.27. LESSOR acknowledges that LESSEE will rely upon the foregoing representations and warranties to establish LESSEE's compliance with the Florida Foreign Entities Act.

12.28 Signage. LESSEE shall be permitted to erect such signage, logo or symbol within the Leased Premises in accordance with rules, regulations and ordinances governing signage by the applicable governing authority. Notwithstanding, the LESSOR reserves the right to disapprove and/or remove any

signage, symbol or logo which is offensive or reflects negatively on the image of the City or is an embarrassment to the City as determined by the City Commission.

12.29 Fees or Commissions. Each party hereby represents and warrants to the other, that it has neither contacted nor entered into an agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, or taken any action that would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated by this Lease. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting to the other party from a breach of the representation made by the indemnifying party in this Section .

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

AS TO LESSOR:

WITNESSES:

Ashley K. Dixon

Ashley K. Dixon

[Witness print or type name]

Jordan Wingate

[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

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

By: Rickelle Williams
Rickelle Williams, City Manager

ATTEST:

By: David R. Soloman
for David R. Soloman, City Clerk



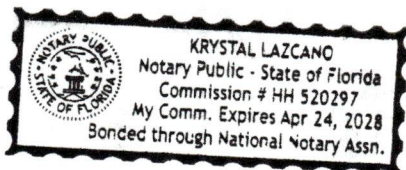
APPROVED AS TO FORM and
CORRECTNESS:
D'Wayne M. Spence, Interim City Attorney

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 notarization, this 30 day of June, 2025, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

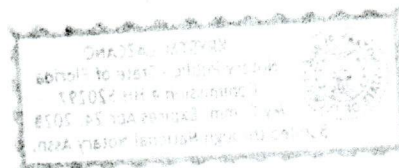
(SEAL)



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

Krystal Lazcano
Name of Notary Typed,
Printed or Stamped
My Commission Expires:

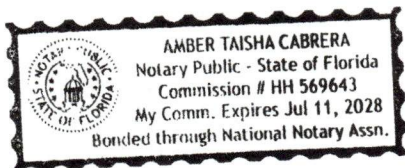
Commission Number



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of June, 2025, by **Rickelle Williams**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. She is personally known to me and did not take an oath.

(SEAL)



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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

AS TO LESSEE:

WITNESS

[Signature]

Mark A. Russe II
[Witness type or print name]

Tara M. Montenegro
[Witness type or print name]

Young Men's Christian Association of South Florida, Inc.

By: [Signature]
Sheryl Woods, President/CEO

By: [Signature]
Marilyn Pascual, Chairman of the Board

CORPORATE SEAL

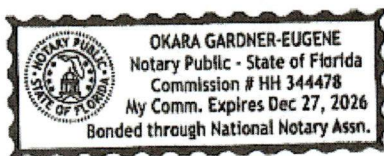
ATTEST:

[Signature]
CFD, MARK GUTHRIE
[Type or Print Name and Title]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2025, by Sheryl Woods, as President/CEO of Young Men's Christian Association of South Florida, Inc., on behalf of said corporation. She is personally known to me or produced _____ as identification and did not take an oath.

(SEAL)



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

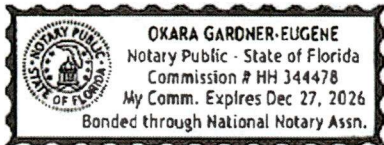
Okara Gardner-Eugene
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 12/27/2026
HH 344478
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2025, by Marilyn Pascual, as Chairman of the Board of Young Men's Christian Association of South Florida, Inc., on behalf of said corporation. He is personally known to me or produced _____ as identification and did not take an oath.

(SEAL)



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

Okara Gardner-Eugene
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 12/27/2026
HH 344478
Commission Number

EXHIBITS

- A- Legal Description
- B- Permitted Title Exceptions
- C- Community Benefits
- D- Site Plan
- E- Beneficial Owner Affidavit
- F- Anti-Human Trafficking Affidavit

EXHIBIT "A"
LEGAL DESCRIPTION

Lessee's interest in that certain Lease by and between City of Fort Lauderdale, a Florida municipal corporation (Lessor) and Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation ("Lessee"), dated _____, recorded _____, Clerk's File Number _____, of the Public Records of Broward County, Florida, demising the following described Land:

A parcel of land being the West 7.50 feet of Lots 7 through 15, Block 251, all of Lots 33 through 48, Block 251, all of Lots 5 through 21, Block 252, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, and the West 18.00 feet of Lots 17 through 21, and all of Lots 28 through 32, REPLAT OF A PORTION OF BLOCK 251 PROGRESSO, according to the Plat thereof, as recorded in Plat Book 47, Page 30, of the Public Records of Broward County, Florida, and being a portion of HOLIDAY PARK, according to the Plat thereof, as recorded in Plat Book 24, Page 14 of the Public Records of Broward County, Florida, and a portion of vacated N.E. 6th Terrace, said parcel being more particularly described as follows:

BEGIN at the Northwest Corner of said Block 251;

THENCE N 90°00'00" E along the North line of said Block 251, a distance of 135.00 feet to the Northeast corner of Lot 48, Block 251;

THENCE S 00°00'00" E along the East line of Lots 43 through 48 of said Block 251, a distance of 150.00 feet to the Northwest corner of Lot 7 of said Block 251, PROGRESSO;

THENCE N 90°00'00" E along the North line of said Lot 7, Block 251, a distance of 7.50 feet to the West line of Tract "A", "THEATER CENTER", according to the Plat thereof, as recorded in Plat Book 63, Page 5, of the Public Records of Broward County, Florida;

THENCE S 00°00'00" E along the West line of Tract "A", a distance of 225.00 feet;

THENCE S 90°00'00" W continuing along the said West line of Tract "A", a distance of 7.50 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A", a distance of 25.00 feet;

THENCE N 90°00'00" E continuing along the said West line of Tract "A", a distance of 18.00 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A" and the Southerly extension thereof, a distance of 170.00 feet to a line being 45.00 feet South of and parallel with the South line of the said REPLAT OF A PORTION OF BLOCK 251 PROGRESSO;

THENCE S 90°00'00" W along the said parallel line a distance of 293.90 feet to the East right-of-way line of Federal Highway (S.R. No. 5);

THENCE N 00°06'00" W along the East right-of-way line of Federal Highway, a distance of 470.00 feet to the North line of Lot 5, Block 252;

THENCE N 90°00'00" E along the said North line of Lot 5, Block 252 and the Easterly extension thereof, a distance of 141.72 feet to the West line of said Block 251;

THENCE N 00°00'00" W along the said West line of Block 251, a distance of 100.00 feet to the POINT OF BEGINNING.

Said land situate within the City of Fort Lauderdale, Broward County, Florida.

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Dedicated streets, avenues, and alleys, including a strip 7 1/2 feet wide reserved across the rear of each lot in the business section for alley purposes, as shown on the Plat PROGRESSO, recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying, and being in Broward County, Florida. (Affected lands include all lots listed in Exhibit "A" that are situated on this plat)
6. Dedicated streets, avenue, drives and terraces as shown on the Plat of HOLIDAY PARK, recorded in Plat Book 24, Page 14. (Affected lands include all lands listed in Exhibit "A" that are situated on this plat)
7. Dedicated streets, avenue and sidewalk as shown on the Plat REPLAT OF A PORTION OF PROGRESSO, recorded in Plat Book 47, Page 30. (Affected lands include all lots listed in Exhibit "A" that are situated on this plat)
8. Easements, restrictions and reservations in favor of STATE OF FLORIDA as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded February 22, 1911, in Deed Book 65, Page 51, of the Public Records of Miami-Dade County, Florida, as affected by Release the Release of Canal Reservation recorded on December 14, 1995, in Official Records Book 24258, Page 253, and by the Corrective Release of Canal Reservation recorded on January 4, 1996, in Official Records Book 24344, Page 459. (Affected lands include the lots in Exhibit "A" that are that are subject to this instrument, to the extent they can be identify).

9. Perpetual Easement and Right of Way to the State of Florida, as contained in Deeds recorded on June 16, 1927, in Deed Book 153, Page 217 (as to Lot 13, Block 252), in Deed Book 153, Page 181 (as to Lot 24, Block 252), and in Deed Book 153, Page 221 (as to Lot 15, Block 252), recorded on June 17, 1927, in Deed Book 153, Page 262 (as to Lot 5, Block 252), in Deed Book 153, Page 264 (as to Lot 7, Block 252), in Deed Book 153, Page 266 (as to Lot 8, Block 252), in Deed Book 153, Page 268 (as to Lot 11, Block 252), in Deed Book 153, Page 270 (as to Lot 16, Block 252), in Deed Book 153, Page 273 (as to Lot 17, Block 252), in Deed Book 153, Page 275 (as to Lot 18, Block 252), in Deed Book 153, Page 277 (as to Lot 20, Block 252); in Deed Book 153, Page 279 (as to Lot 23, Block 252); in Deed Book 153, Page 391 (as to Lots 6, 9, 10, 13, 14, 21, 23 and 24, Block 252) and in Deed Book 153, Page 397 (as to Lots 6, 9, 10, 13, 14, 21, 23 and 24, Block 252); recorded June 25, 1927, in Deed Book 155, Page 186 (as to Lot 12, Block 252), recorded November 7, 1951, in Deed Book 751, Page 597 (as to Lots 11, 12 and 13, Block 252), in Deed Book 751, Page 599 (as to Lot 5, Block 252); recorded November 21, 1951, in Deed Book 753, Page 300 (as to Lots 27, 28 and 29, Block 252); recorded in Official Records Book 34, Page 343 (as to Lots 20 and 21, Block 252), in Official Records Book 34, Page 345 (as to Lots 17, 18, and 19, Block 252), in Official Records Book 34, Page 347 (as to Lots 14, 15, and 16, Block 252), in Official Records Book 34, Page 349 (as to Lots 6, 7, 8, 9 and 10, Block 252)
10. Reservations of road rights of way in favor of the STATE OF FLORIDA, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded on December 11, 1940, in Deed Book 372, Page 13. (Affects Lot 46 in Block 251 of Plat Book 2, Page 18)
11. Reservations of road rights of way in favor of the STATE OF FLORIDA, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded on June 3, 1944, in Deed Book 447, Page 490. (Affects Lots 32 and 36 in Block 251 of Plat Book 2, Page 18)
12. Reservations of road rights of way in favor of the STATE OF FLORIDA, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded on June 3, 1944, in Deed Book 447, Page 500. (Affects Lots 7 and 18 in Block 251 of Plat Book 2, Page 18)
13. Reservations of road rights of way and reservations of an undivided one-half of all petroleum and petroleum products, and title to an undivided three-fourths of all other minerals in favor of in favor of the STATE OF FLORIDA, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded on August 24, 1944, in Deed Book 454, Page 264. (Affect Lot 21 in Block 251 of Plat Book 2, Page 18)
14. Intentionally deleted.
15. Intentionally deleted.
16. Terms, covenants, easements, and other provisions as set forth in the Apartment Owner Agreement for Cable Television Service recorded in Official Records Book 12440, Page 162. (Affects the lands listed in Exhibit "A" that are situated on the Plat of Holiday Park in Plat Book 24, Page 14)
17. Intentionally deleted.
18. Intentionally deleted.
19. The lands described in Exhibit "A", are situated within the jurisdiction of the Broward County Land Development Code, and these lands are subject to the terms, provisions, covenants, conditions, restrictions, and other stipulations delineated in the Educational Mitigation Agreement recorded March

16, 2007, in Official Records Book 43756, Page 1606, as amended by the First Amendment to Education Mitigation Agreement recorded March 31, 2017, in Instrument No. 114295268. (Affects all lands)

20. The lands described in Exhibit "A", are situated within the boundaries of the Downtown and South Regional Activity Center and these lands may be subject to non-ad valorem assessments that have been or could be levied by the City of Fort Lauderdale, Florida, as specified in Resolution No. 12-241, recorded in Official Records Book 49431, Page 825. (Affects all lands)

21. Rights of the public, adjoining property owners, utility companies, and Broward County, if any, in and to vacated N.E. 6th Terrace, lying East of and adjacent to Block 252, West of and adjacent to Block 251, South of N.E. 9th Street, and North of N.E. 8th Street, in the City of Fort Lauderdale, Florida, vacated by Ordinance No. _____, recorded _____, in Official Records Instrument Number _____.

22. This policy or commitment does not cover the title to any part of the lands described in Exhibit "A" that are located within the Right-of-Way of N.E. 8th Street, as detailed on the Plat of HOLIDAY PARK, recorded in Plat Book 24, Page 14, and as currently laid out and in use.

23. Terms and conditions of the Lease Agreement between CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, as Lessor, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation, as Lessee, dated _____, as evidenced by Memorandum of Lease recorded _____, in Official Records Instrument Number _____, which amends, restates, terminates, and replaces in its entirety the Previous Lease dated November 14, 2016, as evidenced by Memorandum of Lease recorded in Official Records Instrument Number 114182860.

24. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements, as tenants only.

EXHIBIT "C"
Possible YMCA Services and Programs

- Weight Exercises – weight machines, free weights
- Cardio Exercise – Treadmills, ellipticals, recumbent bikes, upright bikes
- Aerobics Classes – high and low intensity
- Yoga
- Pilates
- Zumba
- Enhanced Fitness
- Personal Training
- Aquatics
- Studio Cycling
- Running Club
- Tri Club
- Arthritis Aerobics
- Active Older Adults
- Chair Aerobics
- Balance Class
- Silver Sneakers
- Youth Basketball
- Adult Basketball
- Basketball Clinics
- Youth Volleyball
- Adult Volleyball
- After School Programs
- Friday nights for Teens
- Wall Climbing
- Computer classes – Youth and Seniors
- Y Leaders Club
- Youth and Adult Sports
- Youth in Government
- Child Watch for parents
- Parents Night out on weekends
- Pre K learning – Letters, Shapes, Colors, Reading, Art
- Pre K readiness
- Summer Day Camp
- Special Events
- Y-Fit
- Committee and Volunteer Meetings
- Health seminars – diabetes, heart,
- Nutrition Education
- Holiday and Vacation Camps
- Health screenings
- Community Events

EXHIBIT D SITE PLAN

YMCA / BROWARD HEALTH AT HOLIDAY PARK

YMCA of South Florida, Inc. (YMCA)
840 N. Federal Highway, Ft. Lauderdale, FL 33304

INITIAL SUBMITTAL 09/06/2024

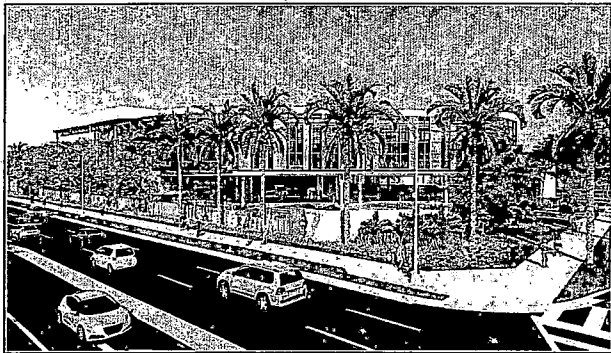
REVISION 6



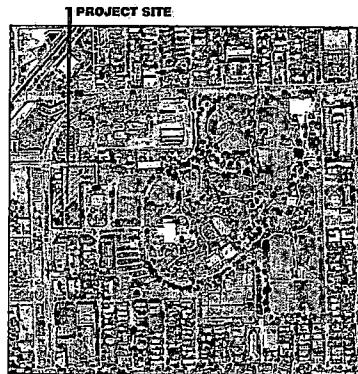
2149YMCA

DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN LEVEL IV
UDP-S24057

03-17-2025



CONCEPTUAL RENDERING



LOCATION MAP

INDEX OF DRAWINGS - DRC SUBMITTAL

Line	Code	Description	Amount	Balance
1	100	100.00	100.00	
2	100	100.00	100.00	
3	100	100.00	100.00	
4	100	100.00	100.00	
5	100	100.00	100.00	
6	100	100.00	100.00	
7	100	100.00	100.00	
8	100	100.00	100.00	
9	100	100.00	100.00	
10	100	100.00	100.00	
11	100	100.00	100.00	
12	100	100.00	100.00	
13	100	100.00	100.00	
14	100	100.00	100.00	
15	100	100.00	100.00	
16	100	100.00	100.00	
17	100	100.00	100.00	
18	100	100.00	100.00	
19	100	100.00	100.00	
20	100	100.00	100.00	
21	100	100.00	100.00	
22	100	100.00	100.00	
23	100	100.00	100.00	
24	100	100.00	100.00	
25	100	100.00	100.00	
26	100	100.00	100.00	
27	100	100.00	100.00	
28	100	100.00	100.00	
29	100	100.00	100.00	
30	100	100.00	100.00	
31	100	100.00	100.00	
32	100	100.00	100.00	
33	100	100.00	100.00	
34	100	100.00	100.00	
35	100	100.00	100.00	
36	100	100.00	100.00	
37	100	100.00	100.00	
38	100	100.00	100.00	
39	100	100.00	100.00	
40	100	100.00	100.00	
41	100	100.00	100.00	
42	100	100.00	100.00	
43	100	100.00	100.00	
44	100	100.00	100.00	
45	100	100.00	100.00	
46	100	100.00	100.00	
47	100	100.00	100.00	
48	100	100.00	100.00	
49	100	100.00	100.00	
50	100	100.00	100.00	
51	100	100.00	100.00	
52	100	100.00	100.00	
53	100	100.00	100.00	
54	100	100.00	100.00	
55	100	100.00	100.00	
56	100	100.00	100.00	
57	100	100.00	100.00	
58	100	100.00	100.00	
59	100	100.00	100.00	
60	100	100.00	100.00	
61	100	100.00	100.00	
62	100	100.00	100.00	
63	100	100.00	100.00	
64	100	100.00	100.00	
65	100	100.00	100.00	
66	100	100.00	100.00	
67	100	100.00	100.00	
68	100	100.00	100.00	
69	100	100.00	100.00	
70	100	100.00	100.00	
71	100	100.00	100.00	
72	100	100.00	100.00	
73	100	100.00	100.00	
74	100	100.00	100.00	
75	100	100.00	100.00	
76	100	100.00	100.00	
77	100	100.00	100.00	
78	100	100.00	100.00	
79	100	100.00	100.00	
80	100	100.00	100.00	
81	100	100.00	100.00	
82	100	100.00	100.00	
83	100	100.00	100.00	
84	100	100.00	100.00	
85	100	100.00	100.00	
86	100	100.00	100.00	
87	100	100.00	100.00	
88	100	100.00	100.00	
89	100	100.00	100.00	
90	100	100.00	100.00	
91	100	100.00	100.00	
92	100	100.00	100.00	
93	100	100.00	100.00	
94	100	100.00	100.00	
95	100	100.00	100.00	
96	100	100.00	100.00	
97	100	100.00	100.00	
98	100	100.00	100.00	
99	100	100.00	100.00	
100	100	100.00	100.00	

INDEX OF DRAWINGS - DRC SUBMITTAL

Project	Activity	Start	End	Duration	Notes
1	1	1/1/2020	1/1/2020	1	Project Start
1	2	1/1/2020	1/1/2020	1	Project Start
1	3	1/1/2020	1/1/2020	1	Project Start
1	4	1/1/2020	1/1/2020	1	Project Start
1	5	1/1/2020	1/1/2020	1	Project Start
1	6	1/1/2020	1/1/2020	1	Project Start
1	7	1/1/2020	1/1/2020	1	Project Start
1	8	1/1/2020	1/1/2020	1	Project Start
1	9	1/1/2020	1/1/2020	1	Project Start
1	10	1/1/2020	1/1/2020	1	Project Start
1	11	1/1/2020	1/1/2020	1	Project Start
1	12	1/1/2020	1/1/2020	1	Project Start
1	13	1/1/2020	1/1/2020	1	Project Start
1	14	1/1/2020	1/1/2020	1	Project Start
1	15	1/1/2020	1/1/2020	1	Project Start
1	16	1/1/2020	1/1/2020	1	Project Start
1	17	1/1/2020	1/1/2020	1	Project Start
1	18	1/1/2020	1/1/2020	1	Project Start
1	19	1/1/2020	1/1/2020	1	Project Start
1	20	1/1/2020	1/1/2020	1	Project Start
1	21	1/1/2020	1/1/2020	1	Project Start
1	22	1/1/2020	1/1/2020	1	Project Start
1	23	1/1/2020	1/1/2020	1	Project Start
1	24	1/1/2020	1/1/2020	1	Project Start
1	25	1/1/2020	1/1/2020	1	Project Start
1	26	1/1/2020	1/1/2020	1	Project Start
1	27	1/1/2020	1/1/2020	1	Project Start
1	28	1/1/2020	1/1/2020	1	Project Start
1	29	1/1/2020	1/1/2020	1	Project Start
1	30	1/1/2020	1/1/2020	1	Project Start
1	31	1/1/2020	1/1/2020	1	Project Start
1	32	1/1/2020	1/1/2020	1	Project Start
1	33	1/1/2020	1/1/2020	1	Project Start
1	34	1/1/2020	1/1/2020	1	Project Start
1	35	1/1/2020	1/1/2020	1	Project Start
1	36	1/1/2020	1/1/2020	1	Project Start
1	37	1/1/2020	1/1/2020	1	Project Start
1	38	1/1/2020	1/1/2020	1	Project Start
1	39	1/1/2020	1/1/2020	1	Project Start
1	40	1/1/2020	1/1/2020	1	Project Start
1	41	1/1/2020	1/1/2020	1	Project Start
1	42	1/1/2020	1/1/2020	1	Project Start
1	43	1/1/2020	1/1/2020	1	Project Start
1	44	1/1/2020	1/1/2020	1	Project Start
1	45	1/1/2020	1/1/2020	1	Project Start
1	46	1/1/2020	1/1/2020	1	Project Start
1	47	1/1/2020	1/1/2020	1	Project Start
1	48	1/1/2020	1/1/2020	1	Project Start
1	49	1/1/2020	1/1/2020	1	Project Start
1	50	1/1/2020	1/1/2020	1	Project Start
1	51	1/1/2020	1/1/2020	1	Project Start
1	52	1/1/2020	1/1/2020	1	Project Start
1	53	1/1/2020	1/1/2020	1	Project Start
1	54	1/1/2020	1/1/2020	1	Project Start
1	55	1/1/2020	1/1/2020	1	Project Start
1	56	1/1/2020	1/1/2020	1	Project Start
1	57	1/1/2020	1/1/2020	1	Project Start
1	58	1/1/2020	1/1/2020	1	Project Start
1	59	1/1/2020	1/1/2020	1	Project Start
1	60	1/1/2020	1/1/2020	1	Project Start
1	61	1/1/2020	1/1/2020	1	Project Start
1	62	1/1/2020	1/1/2020	1	Project Start
1	63	1/1/2020	1/1/2020	1	Project Start
1	64	1/1/2020	1/1/2020	1	Project Start
1	65	1/1/2020	1/1/2020	1	Project Start
1	66	1/1/2020	1/1/2020	1	Project Start
1	67	1/1/2020	1/1/2020	1	Project Start
1	68	1/1/2020	1/1/2020	1	Project Start
1	69	1/1/2020	1/1/2020	1	Project Start
1	70	1/1/2020	1/1/2020	1	Project Start
1	71	1/1/2020	1/1/2020	1	Project Start
1	72	1/1/2020	1/1/2020	1	Project Start
1	73	1/1/2020	1/1/2020	1	Project Start
1	74	1/1/2020	1/1/2020	1	Project Start
1	75	1/1/2020	1/1/2020	1	Project Start
1	76	1/1/2020	1/1/2020	1	Project Start
1	77	1/1/2020	1/1/2020	1	Project Start
1	78	1/1/2020	1/1/2020	1	Project Start
1	79	1/1/2020	1/1/2020	1	Project Start
1	80	1/1/2020	1/1/2020	1	Project Start
1	81	1/1/2020	1/1/2020	1	Project Start
1	82	1/1/2020	1/1/2020	1	Project Start
1	83	1/1/2020	1/1/2020	1	Project Start
1	84	1/1/2020	1/1/2020	1	Project Start
1	85	1/1/2020	1/1/2020	1	Project Start
1	86	1/1/2020	1/1/2020	1	Project Start
1	87	1/1/2020	1/1/2020	1	Project Start
1	88	1/1/2020	1/1/2020	1	Project Start
1	89	1/1/2020	1/1/2020	1	Project Start
1	90	1/1/2020	1/1/2020	1	Project Start
1	91	1/1/2020	1/1/2020	1	Project Start
1	92	1/1/2020	1/1/2020	1	Project Start
1	93	1/1/2020	1/1/2020	1	Project Start
1	94	1/1/2020	1/1/2020	1	Project Start
1	95	1/1/2020	1/1/2020	1	Project Start
1	96	1/1/2020	1/1/2020	1	Project Start
1	97	1/1/2020	1/1/2020	1	Project Start
1	98	1/1/2020	1/1/2020	1	Project Start
1	99	1/1/2020	1/1/2020	1	Project Start
1	100	1/1/2020	1/1/2020	1	Project Start

INDEX OF DRAWINGS - DRC SUBMITTAL

Line Item	Quantity	Unit Price	Total Price	Notes
1	1	1.00	1.00	1.00
2	1	1.00	1.00	1.00
3	1	1.00	1.00	1.00
4	1	1.00	1.00	1.00
5	1	1.00	1.00	1.00
6	1	1.00	1.00	1.00
7	1	1.00	1.00	1.00
8	1	1.00	1.00	1.00
9	1	1.00	1.00	1.00
10	1	1.00	1.00	1.00
11	1	1.00	1.00	1.00
12	1	1.00	1.00	1.00
13	1	1.00	1.00	1.00
14	1	1.00	1.00	1.00
15	1	1.00	1.00	1.00
16	1	1.00	1.00	1.00
17	1	1.00	1.00	1.00
18	1	1.00	1.00	1.00
19	1	1.00	1.00	1.00
20	1	1.00	1.00	1.00
21	1	1.00	1.00	1.00
22	1	1.00	1.00	1.00
23	1	1.00	1.00	1.00
24	1	1.00	1.00	1.00
25	1	1.00	1.00	1.00
26	1	1.00	1.00	1.00
27	1	1.00	1.00	1.00
28	1	1.00	1.00	1.00
29	1	1.00	1.00	1.00
30	1	1.00	1.00	1.00
31	1	1.00	1.00	1.00
32	1	1.00	1.00	1.00
33	1	1.00	1.00	1.00
34	1	1.00	1.00	1.00
35	1	1.00	1.00	1.00
36	1	1.00	1.00	1.00
37	1	1.00	1.00	1.00
38	1	1.00	1.00	1.00
39	1	1.00	1.00	1.00
40	1	1.00	1.00	1.00
41	1	1.00	1.00	1.00
42	1	1.00	1.00	1.00
43	1	1.00	1.00	1.00
44	1	1.00	1.00	1.00
45	1	1.00	1.00	1.00
46	1	1.00	1.00	1.00
47	1	1.00	1.00	1.00
48	1	1.00	1.00	1.00
49	1	1.00	1.00	1.00
50	1	1.00	1.00	1.00
51	1	1.00	1.00	1.00
52	1	1.00	1.00	1.00
53	1	1.00	1.00	1.00
54	1	1.00	1.00	1.00
55	1	1.00	1.00	1.00
56	1	1.00	1.00	1.00
57	1	1.00	1.00	1.00
58	1	1.00	1.00	1.00
59	1	1.00	1.00	1.00
60	1	1.00	1.00	1.00
61	1	1.00	1.00	1.00
62	1	1.00	1.00	1.00
63	1	1.00	1.00	1.00
64	1	1.00	1.00	1.00
65	1	1.00	1.00	1.00
66	1	1.00	1.00	1.00
67	1	1.00	1.00	1.00
68	1	1.00	1.00	1.00
69	1	1.00	1.00	1.00
70	1	1.00	1.00	1.00
71	1	1.00	1.00	1.00
72	1	1.00	1.00	1.00
73	1	1.00	1.00	1.00
74	1	1.00	1.00	1.00
75	1	1.00	1.00	1.00
76	1	1.00	1.00	1.00
77	1	1.00	1.00	1.00
78	1	1.00	1.00	1.00
79	1	1.00	1.00	1.00
80	1	1.00	1.00	1.00
81	1	1.00	1.00	1.00
82	1	1.00	1.00	1.00
83	1	1.00	1.00	1.00
84	1	1.00	1.00	1.00
85	1	1.00	1.00	1.00
86	1	1.00	1.00	1.00
87	1	1.00	1.00	1.00
88	1	1.00	1.00	1.00
89	1	1.00	1.00	1.00
90	1	1.00	1.00	1.00
91	1	1.00	1.00	1.00
92	1	1.00	1.00	1.00
93	1	1.00	1.00	1.00
94	1	1.00	1.00	1.00
95	1	1.00	1.00	1.00
96	1	1.00	1.00	1.00
97	1	1.00	1.00	1.00
98	1	1.00	1.00	1.00
99	1	1.00	1.00	1.00
100	1	1.00	1.00	1.00

INDEX OF DRAWINGS - DRC SUBMITTAL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

LEGAL

LOCHRIE & CHAKAS, P.A.
600 North Federal Highway, Suite 400
Ft. Lauderdale, FL 33304
1 954.778.1119

ARCHITECT

ZYSKOVICH, LLC
100 Biscayne Boulevard, 27th Floor
Miami, Florida 33132
1 305.372.5222

CIVIL ENGINEERS / PLANNERS

FLYNN ENGINEERING SERVICES, P.A.
241 Commercial Boulevard
Lauderdale-by-the-Sea, FL 33308
1 954.522.1004

LANDSCAPE ARCHITECT

ARCHITECTURAL ALLIANCE LANDSCAPE
612 S.W. 4th Avenue
Fort Lauderdale, FL 33315
1 954.784.6528

M/E/P/FP ENGINEERS

JOHNSON, LEVINSOHN, RAGAN, & DAVILA
1450 Cortez Avenue, Suite 300
West Palm Beach, FL 33401
1 561.689.2343

SURVEYOR

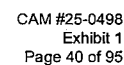
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
1 954.921.7781

TRAFFIC ENGINEERING

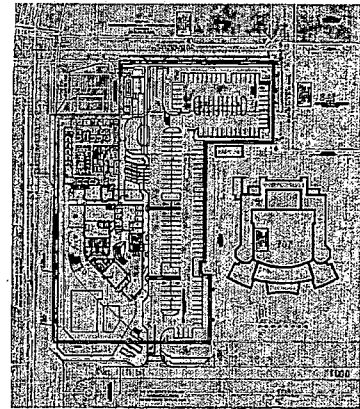
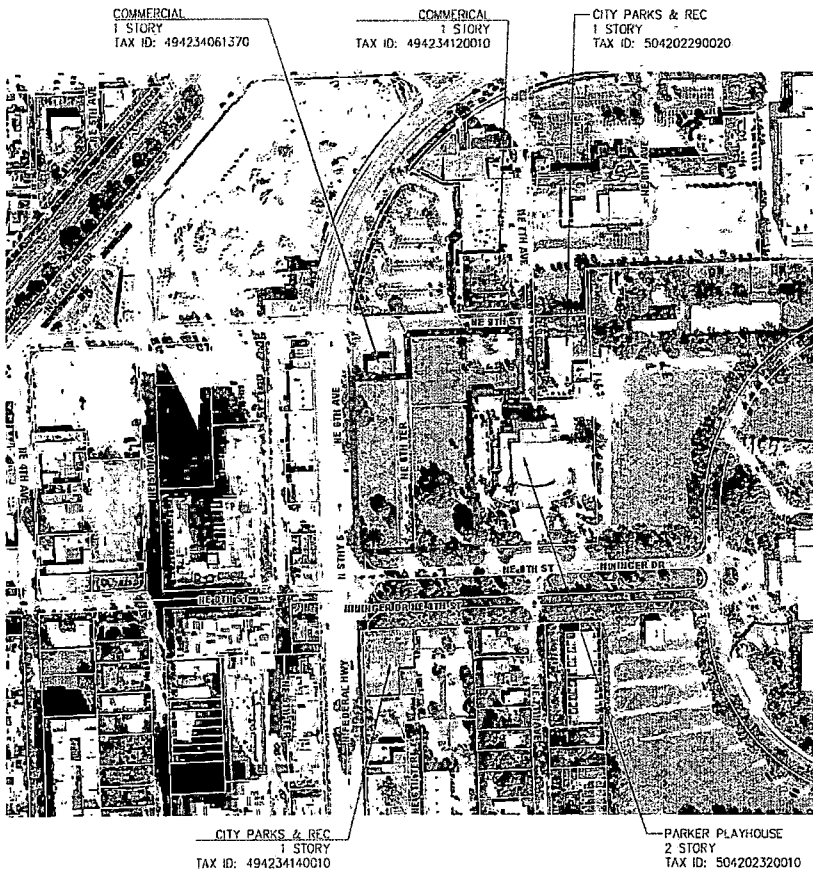
DC ENGINEERING, INC.
12743 N.W. 13th Court
Coral Springs, FL 33071
1 954.788.0926

FRANCHISE UTILITY PROVIDERS

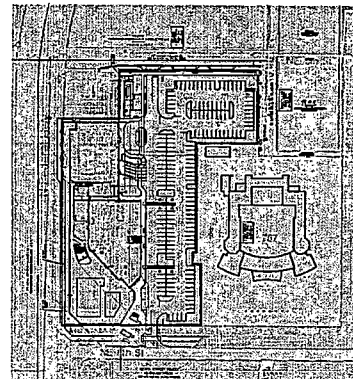
FRPL	AT&T
COMCAST	TECO
CITY OF FORT LAUDERDALE	



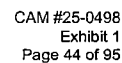
The name, P:\M\0171\2006\02\01783 M\0000 B\0076\J&K\F\J&K\F\CM\CM-0223-1-CB-1W2A-M\0000 Fm-2006 00000000 = (Printed by Steve Patra on December 4th, 2006 2:19:31 AM)



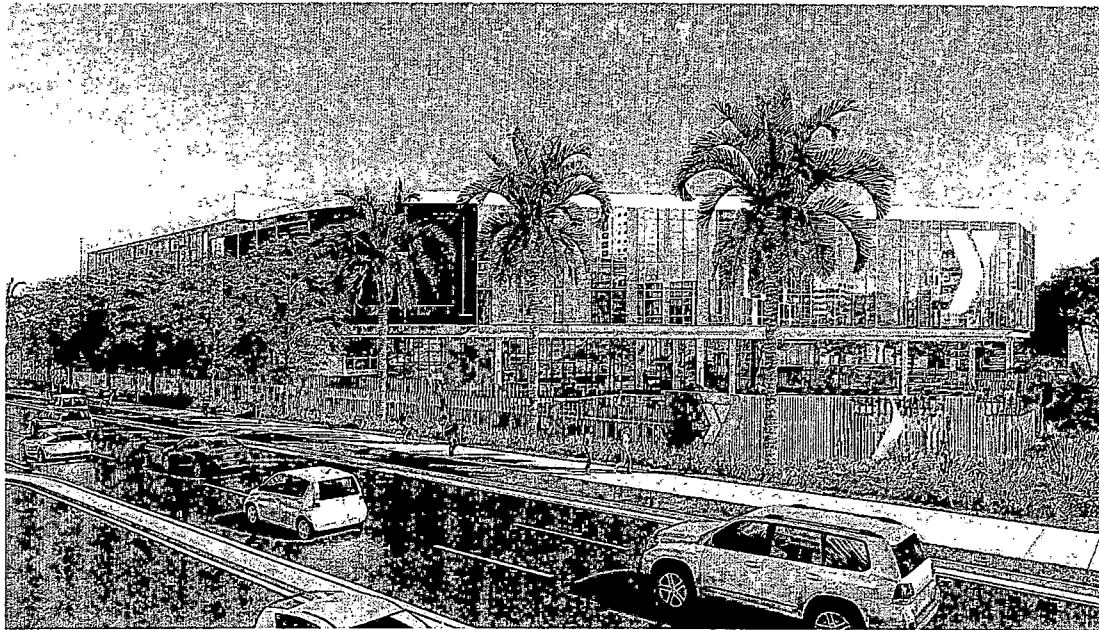
ZONING MAP
N.T.S. PARK / B-1



LAND USE MAP
N.T.S. PARK / COMMERCIAL

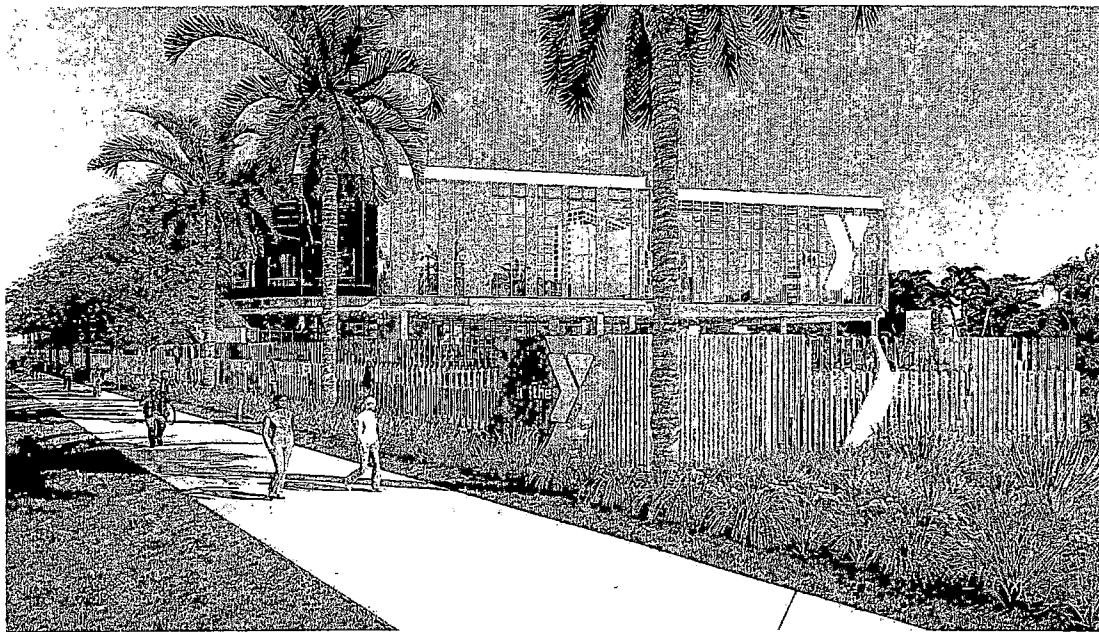


[illegible]



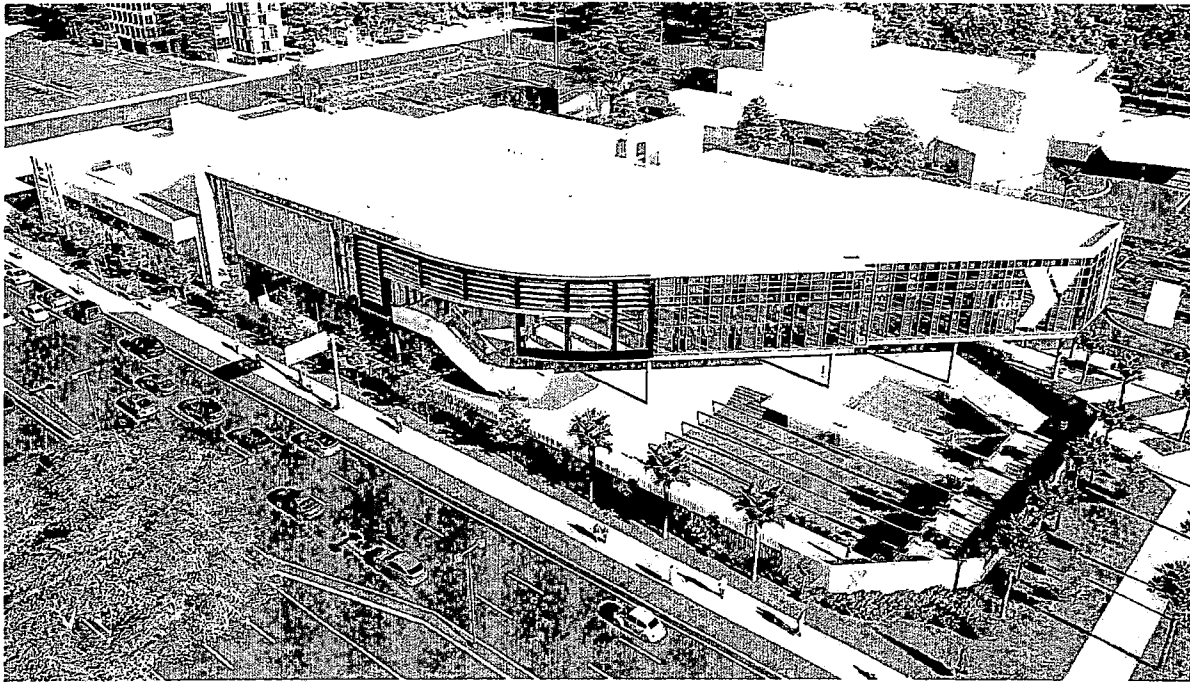
DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

[illegible]



DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

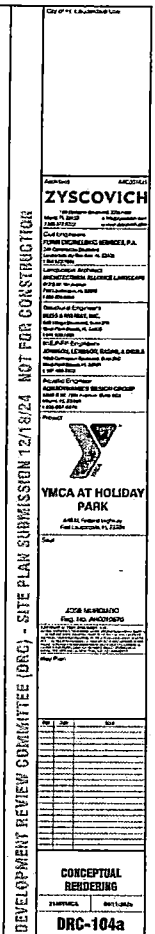
City of Ft. Lauderdale	
ARCHITECT	ARCHITECT
ZYSCOVICH	
1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	
OWNER	OWNER
YMC of Broward County, Inc. 1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	
ENGINEER	ENGINEER
ARTHUR J. STONE, INC. 1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	
LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT
ARTHUR J. STONE, INC. 1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	
CONCEPTUAL ENGINEER	CONCEPTUAL ENGINEER
ARTHUR J. STONE, INC. 1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	
DATE	DATE
12/18/24	12/18/24
	
YMCA AT HOLIDAY PARK 1000 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304	
SCALE: 1/8" = 1'-0" (See also ARCH-1032)	
MAY PLAN	
NO.	REV.
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100
CONCEPTUAL RENDERING 12/18/24 001/1032a DRC-103a	



1 CONCEPTUAL RENDERING
DRC-104 Scale: 1/8" = 1'-0"

DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/16/24 NOT FOR CONSTRUCTION

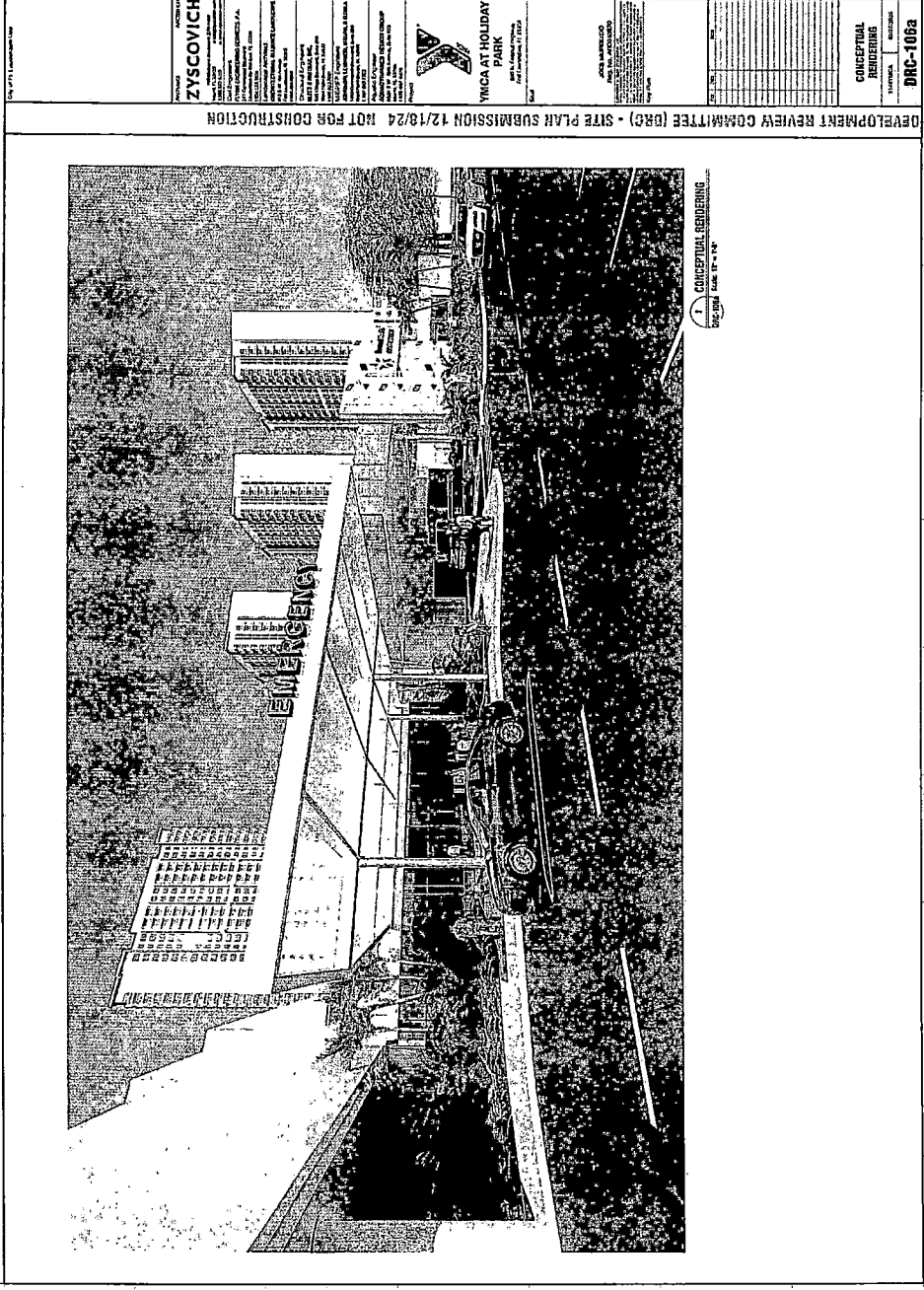
<p>Site Plan ZYSCOVICH 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308 (954) 575-1234 www.zyscovich.com</p>	
<p>Project YMCA AT HOLIDAY PARK 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308</p>	
<p>Architect JOSE LEBRON 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308 (954) 575-1234 www.zyscovich.com</p>	
<p>Engineer JOSE LEBRON 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308 (954) 575-1234 www.zyscovich.com</p>	
<p>Surveyor JOSE LEBRON 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308 (954) 575-1234 www.zyscovich.com</p>	
<p>Other JOSE LEBRON 10000 ZYSCOVICH BLVD FORT LAUDERDALE, FL 33308 (954) 575-1234 www.zyscovich.com</p>	
<p>Notes 1. CONCEPTUAL RENDERING 2. DRC-104 3. Scale: 1/8" = 1'-0"</p>	





City of Los Angeles		
Approved: _____ AFIC# 1517 ZYSVCOVIC 1000 Regency Boulevard, 2nd Floor Los Angeles, CA 90017 Tel: 213-223-7277 or 213-223-7277		
Chief Engineer FLYNN ENGINEERING SCIENCES, P.A. 1000 Regency Boulevard Los Angeles, CA 90017 Tel: 213-223-7277 LYNN ENGINEERING 1000 Regency Boulevard Los Angeles, CA 90017 Tel: 213-223-7277 Fax: 213-223-7277 Fax: 213-223-7277		
Contractor of Installation PIERS & STEVENS, INC. 1000 Regency Boulevard, Suite 200 Los Angeles, CA 90017 Tel: 213-223-7277 ALUMINUM PRODUCTS 1000 Regency Boulevard, Suite 200 Los Angeles, CA 90017 Tel: 213-223-7277 Fax: 213-223-7277 ACQUINNO ASSOCIATES DESIGN GROUP 1000 Regency Boulevard, Suite 200 Los Angeles, CA 90017 Tel: 213-223-7277 Fax: 213-223-7277		
PROJECT  YMCA AT HOLIDAY PARK 1411 N. Normandie Los Angeles, CA 90017		
Architect JOSE L. LAMARCAO 1000 Regency Boulevard Los Angeles, CA 90017 Tel: 213-223-7277 Fax: 213-223-7277		
Steel Fabricator CONCEPTUAL RENDERING 1000 Regency Boulevard Los Angeles, CA 90017 Tel: 213-223-7277 Fax: 213-223-7277		

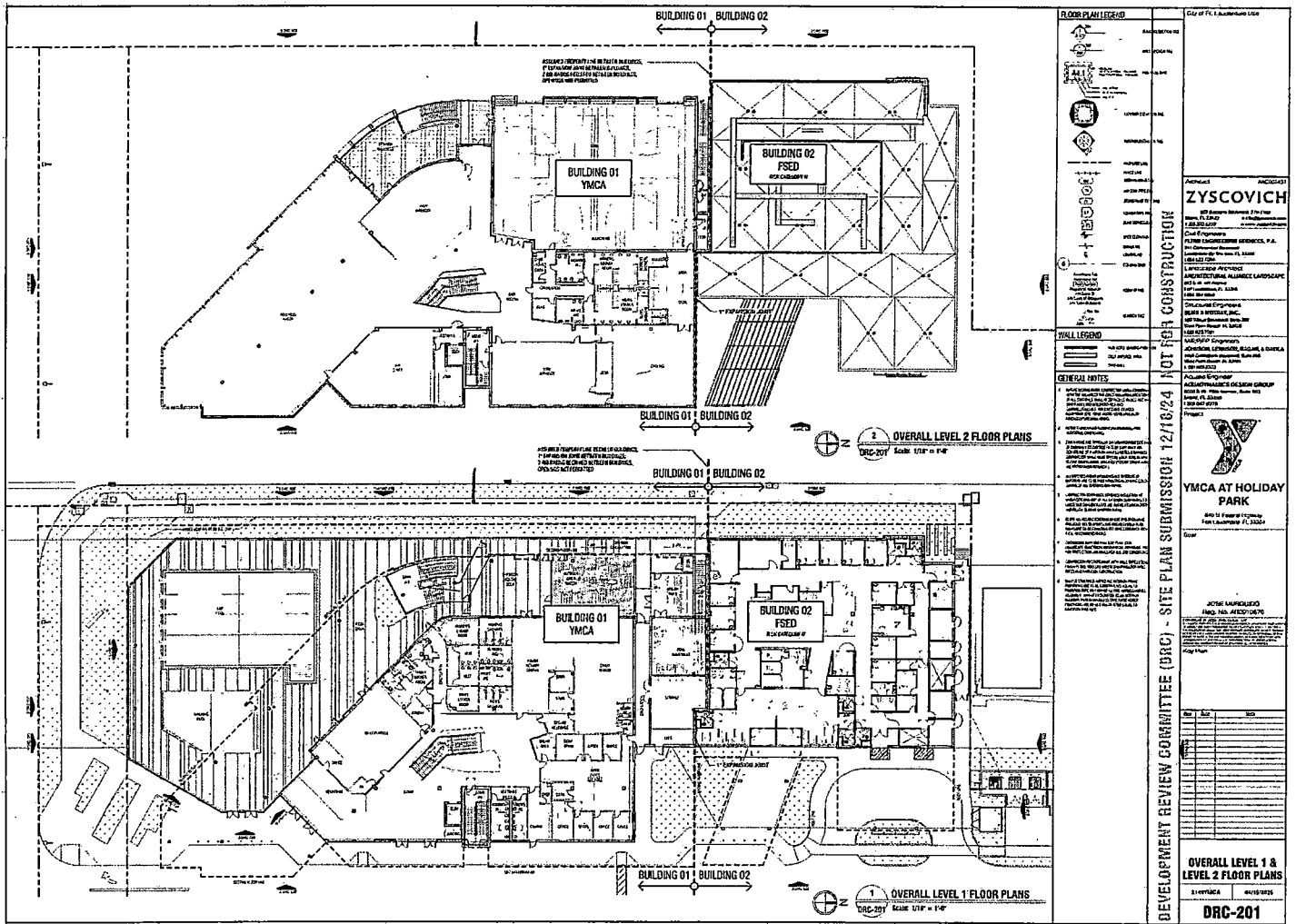
[illegible]

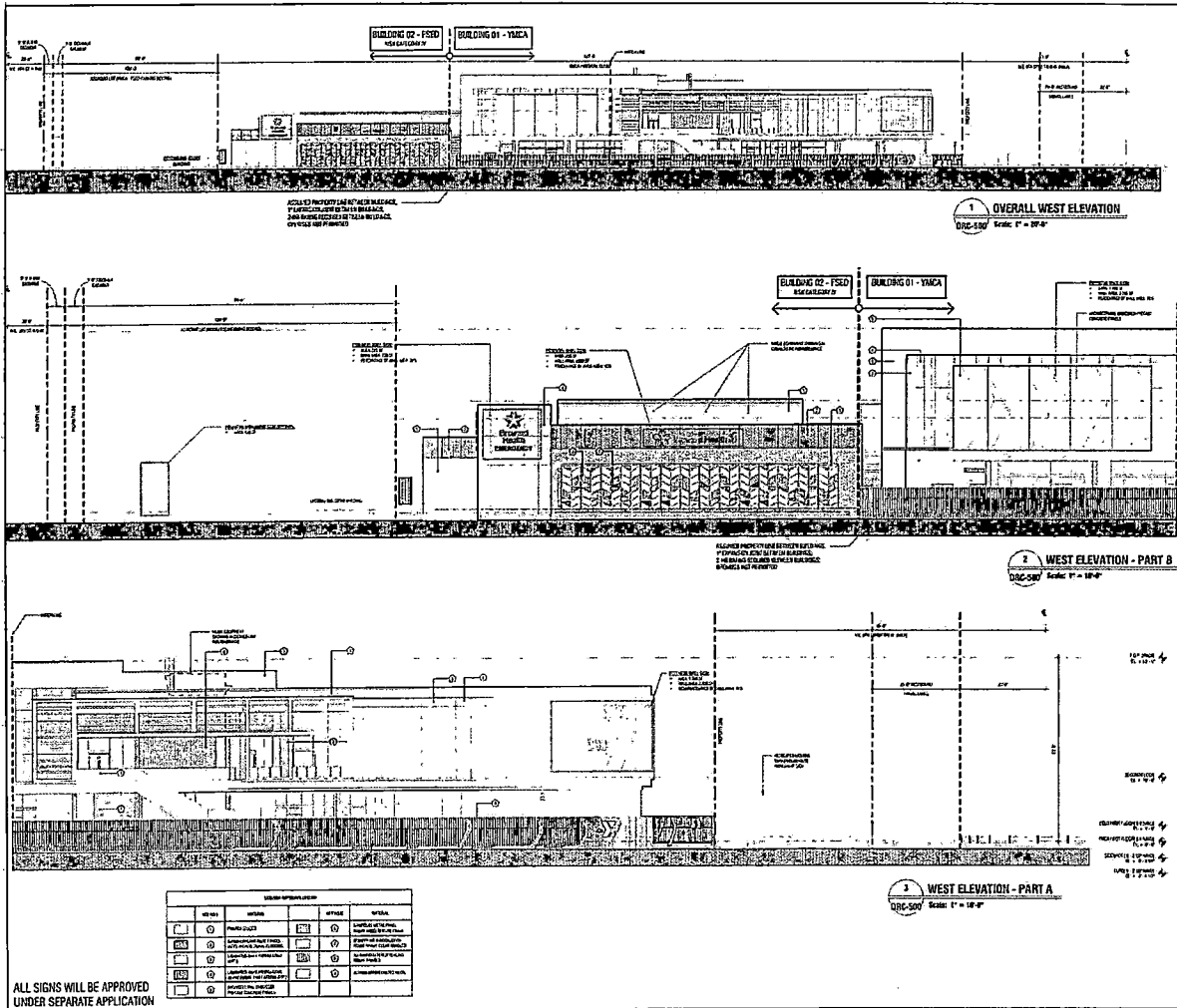




DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

City of Ft. Lauderdale User	
<p>PROJECT NO. 2024-001</p> <p>ZYSCOVICH</p> <p>10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111 Fax: 954.333.1112</p> <p>Client / Proprietor Palm Beach Atlantic University, P.A. 2400 Community College Blvd., Suite 100 Fort Lauderdale, FL 33308 Tel: 954.333.1111</p> <p>Architectural Firm ARCHITECTURAL ALLIANCE L.L.C. 10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111</p> <p>Engineer ARCHITECTURAL ALLIANCE L.L.C. 10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111</p> <p>Site Plan ARCHITECTURAL ALLIANCE L.L.C. 10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111</p> <p>Site Plan ARCHITECTURAL ALLIANCE L.L.C. 10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111</p>	
<p>PROJECT</p> <p>YMCA AT HOLIDAY PARK</p> <p>10000 N. W. 11th Avenue, Suite 100 Fort Lauderdale, FL 33309 Tel: 954.333.1111</p>	
<p>CONCEPTUAL RENDERING</p> <p>DRC-107a</p>	





ALL SIGNS WILL BE APPROVED
UNDER SEPARATE APPLICATION

DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

City of Ft. Lauderdale

ZYSKOVICH

Architect

10000 W. Broward Blvd., Suite 100
Fort Lauderdale, FL 33315
Phone: (954) 581-1234
Fax: (954) 581-1235
Email: info@zyskovich.com

Project: YIMCA AT HOLIDAY PARK

Site Plan

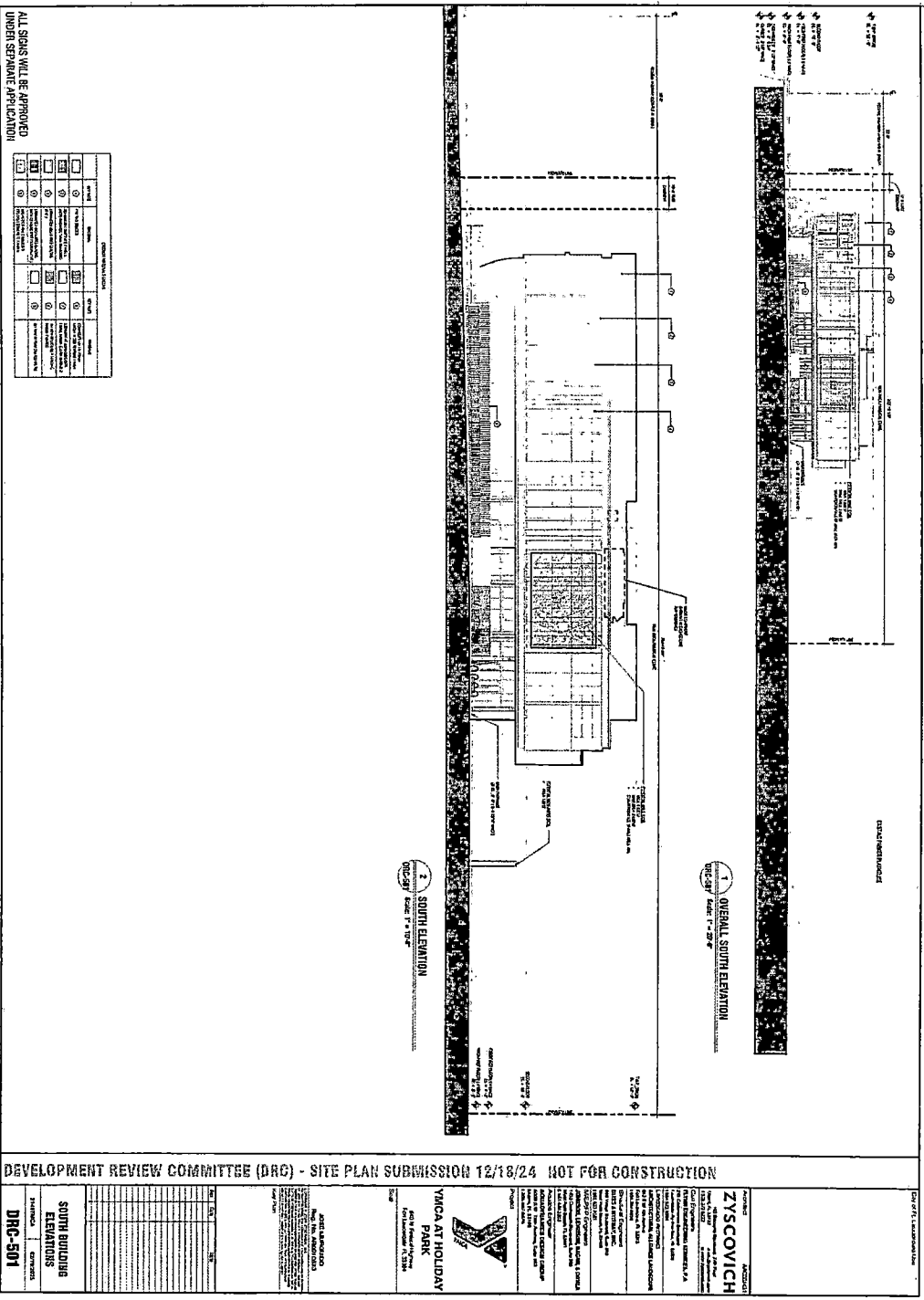
Scale: 1" = 20'-0"

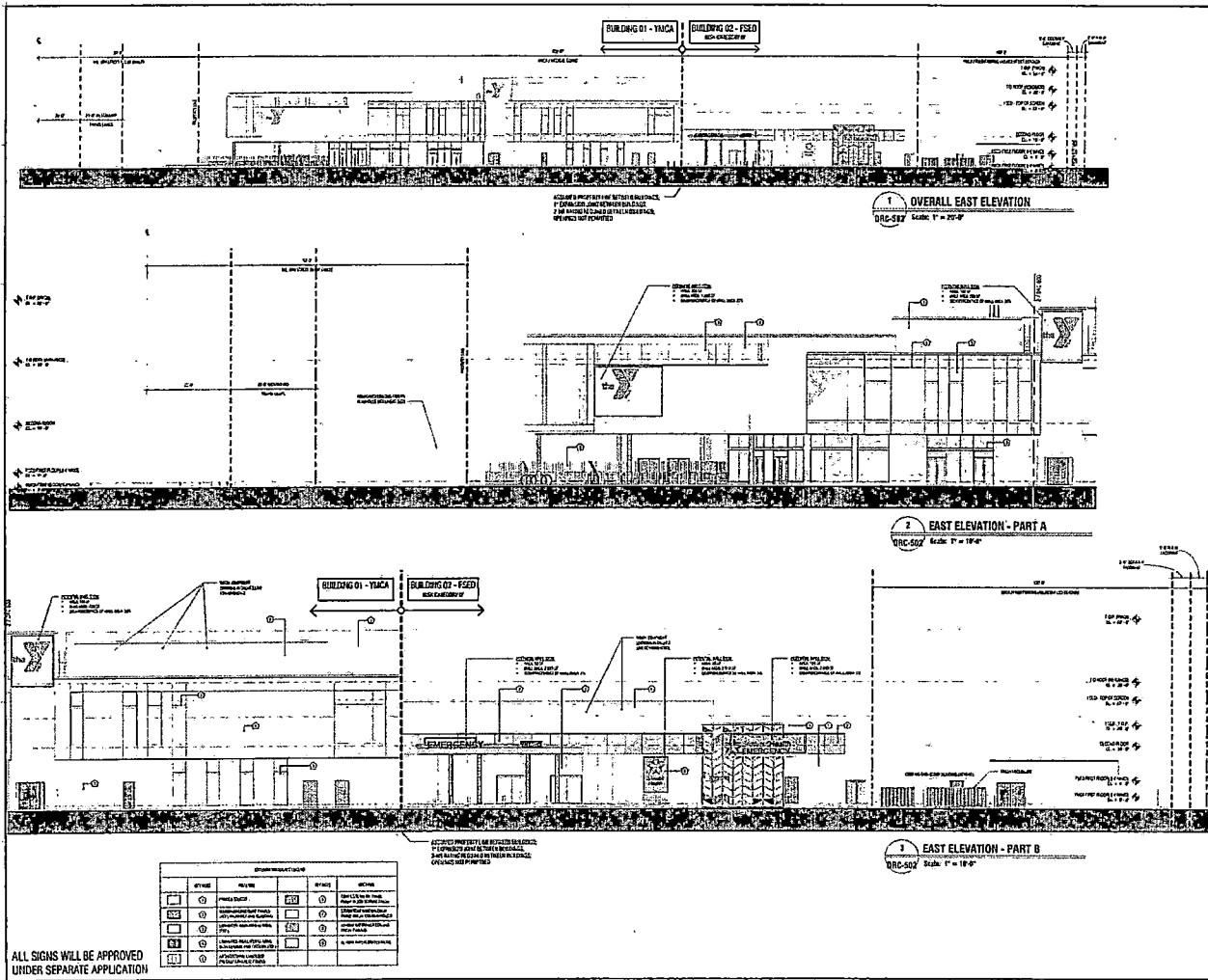
DATE: 12/18/24

BY: [Signature]

FOR: [Signature]

ALL SIGNS WILL BE APPROVED UNDER SEPARATE APPLICATION





DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

YMCa AT HOLIDAY PARK

440 W. Federal Highway
Fort Lauderdale, FL 33308

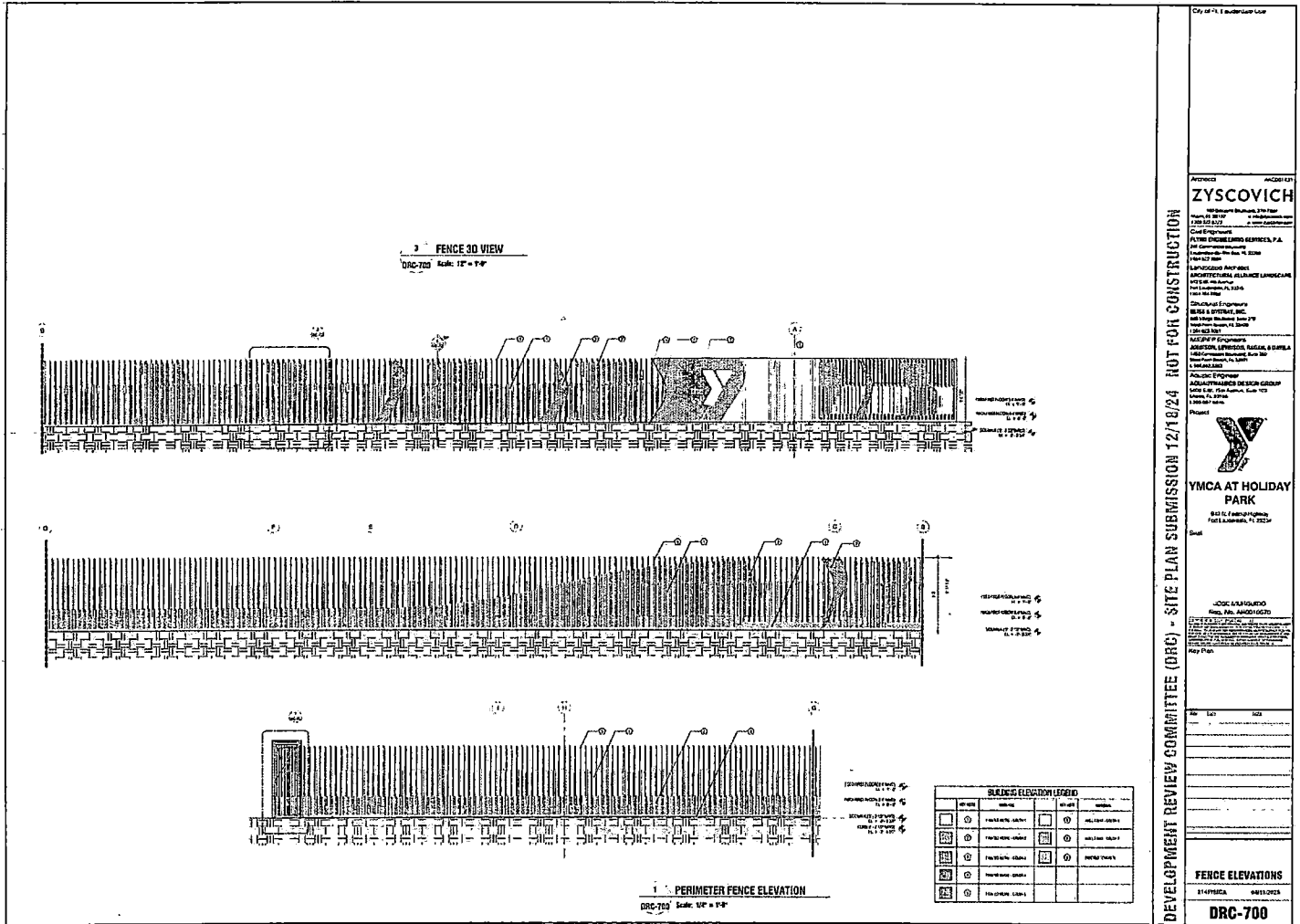
YMCa

440 W. Federal Highway
Fort Lauderdale, FL 33308

DR-502

EAST BUILDING ELEVATIONS

21/11/2024 02/10/2024



DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

City of Ft. Lauderdale

ZYSCOVICH

Architect

10000 Biscayne Blvd. Suite 100
Miami, FL 33137
Tel: 305.555.1234
Fax: 305.555.1234
www.zyscovich.com

Project: YMCA AT HOLIDAY PARK
8410 E. Holiday Parkway
Fort Lauderdale, FL 33324

Scale: 1/2" = 1'-0"

Sheet: DRC-700

Prepared by: J. Zyscovich
Checked by: J. Zyscovich
Date: 12/18/24

Key Plan

FENCE ELEVATIONS
DRC-700

Archives: **APC0001031**
ZYSCOVICH

1000 Riverside Drive, Suite 1000
New York, NY 10020
212 692 1000
Fax: 212 692 1001

Carl Engstrom
FUTON ENGINEERING SERVICES, P.A.
200 Connecticut Boulevard
Greenwich, NY 12303, U.S.A.
1 518 537 4826

LAVINCEZ INCORPORATED
RECREATIONCRAFT MANUFACTURING
637 8307 00-0000
601 Lakeshore Dr., 32206

1 241 800 0078
 Services of Engineering
 BUCK & WINTLEY, INC.
 100 Village Boulevard, Suite 102
 West Palm Beach, FL 33409
 1 407 671 7248
 BUCKWORTH ENGINEERS
 JOHNSON, LEMMON, MAGALLA & DUNN
 1000 Commercial Boulevard, Suite 100
 West Palm Beach, FL 33411

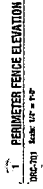
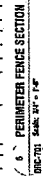
ALUMINUM KINGPIN®
ALUMINUM/PLASTICS DESIGN GROUP
C/OE 9100, 7th Avenue, Suite 107
Naples, FL 34104
t 813 487 4276

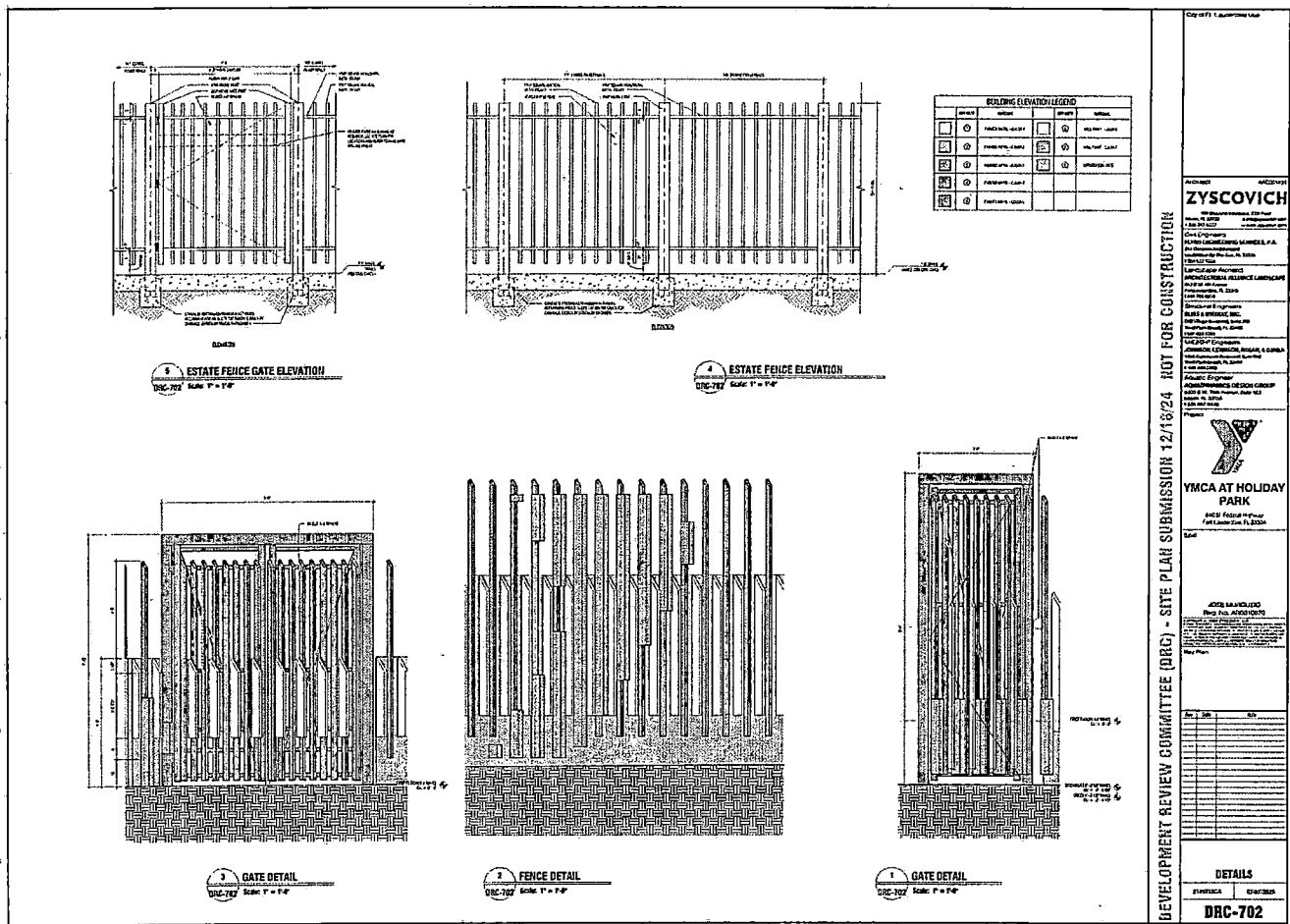


JOSIE MURPHY
Reg. No. Affiliator
1000 N. 1st St., Suite 100
Tampa, FL 33602-1000
Phone: 813/271-1234
Fax: 813/271-1235
E-mail: jmurphy@tampabay.com

[illegible]

DRC-701

[illegible]



DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

City of FT. Lauderdale

ZYSCOVICH

ARCHITECT

10000 W. Broward Blvd., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 581-1234
Fax: (954) 581-1235
Email: info@zyscovich.com

YMCAT HOLIDAY PARK

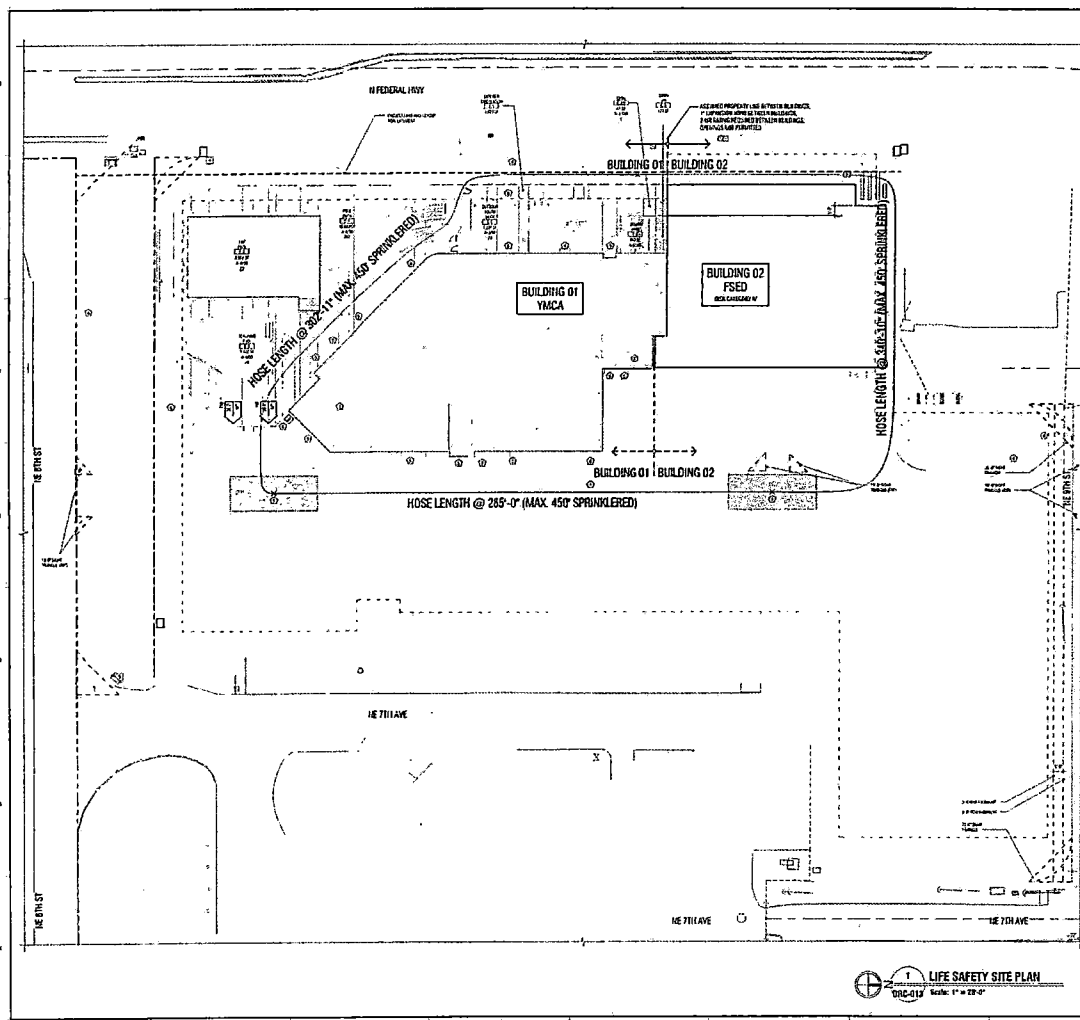
10000 W. Broward Blvd., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 581-1234
Fax: (954) 581-1235
Email: info@ymcaatl.com

DETAILS

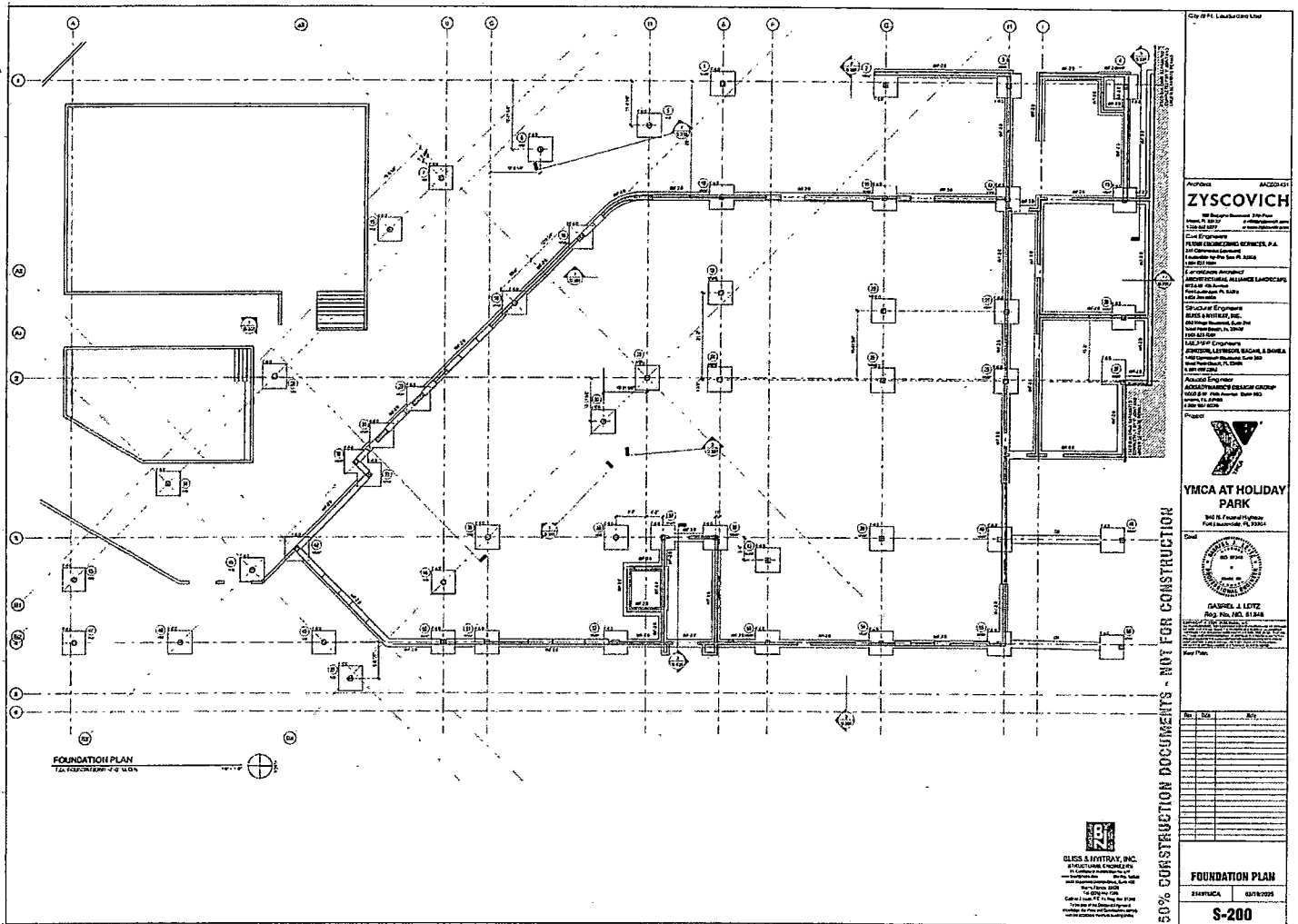
DRC-702

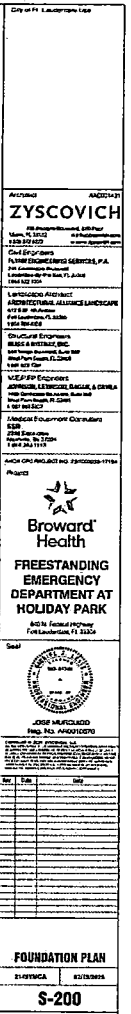
CASE 10-03477
 Exhibit 3
 Page 28 of 33

CAM #25-0498
Exhibit 1
Page 68 of 95

[illegible][illegible]



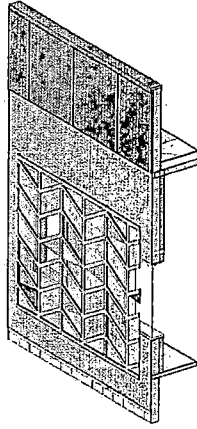




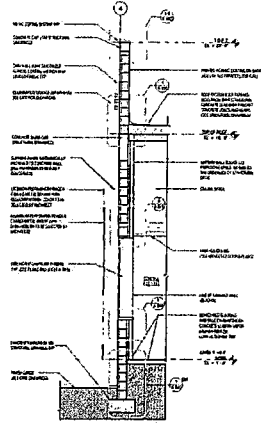
1. **REVISIONS**
AHCA - STAGE II, PRELIMINARY PLANS / 50% CD SUBMITTAL SET - NOT FOR CONSTRUCTION

CAM #25-0498
Exhibit 1
Page 72 of 95

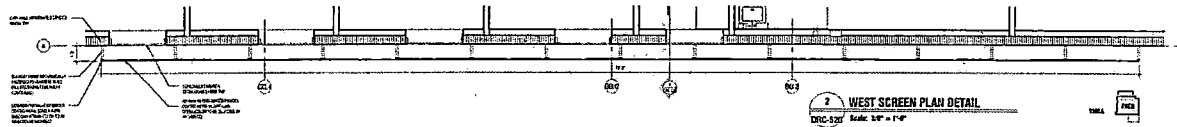
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	Concrete Wall	10	Concrete Wall
2	Concrete Wall	11	Concrete Wall
3	Concrete Wall	12	Concrete Wall
4	Concrete Wall	13	Concrete Wall
5	Concrete Wall	14	Concrete Wall
6	Concrete Wall	15	Concrete Wall
7	Concrete Wall	16	Concrete Wall
8	Concrete Wall	17	Concrete Wall
9	Concrete Wall	18	Concrete Wall



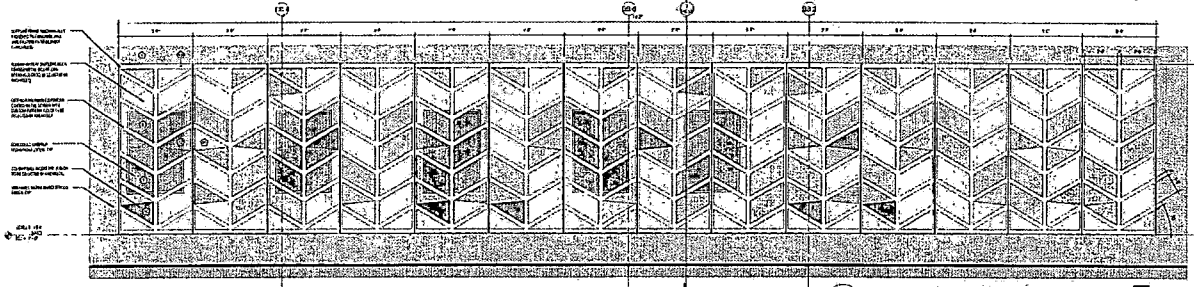
4 WEST SCREEN AXONOMETRIC VIEW
DRC-520 Scale: 1" = 1'-0"



3 WEST SCREEN SECTION
DRC-520 Scale: 1" = 1'-0"



2 WEST SCREEN PLAN DETAIL
DRC-520 Scale: 1" = 1'-0"



1 ENLARGED WEST SCREEN ELEVATION
DRC-520 Scale: 1" = 1'-0"

DEVELOPMENT REVIEW COMMITTEE (DRC) - SITE PLAN SUBMISSION 12/18/24 NOT FOR CONSTRUCTION

Architect

ZYSCOVICH

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.zyscovich.com

Engineer

FLYNN ENGINEERING SERVICES, P.A.

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.flynn-engineering.com

Architectural

ARCHITECTURAL ALLIANCE LANDSCAPE

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.architectural-alliance.com

Structural

STRUCTURAL ENGINEERS

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.structural-engineers.com

MEP

MEP ENGINEERS

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.mep-engineers.com

Interior

INTERIOR DESIGNERS

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.interior-designers.com

Other

OTHER PROFESSIONALS

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.other-professionals.com

Project

FREESTANDING EMERGENCY DEPARTMENT AT HOLIDAY PARK

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.freestanding-emergency.com

Site Plan

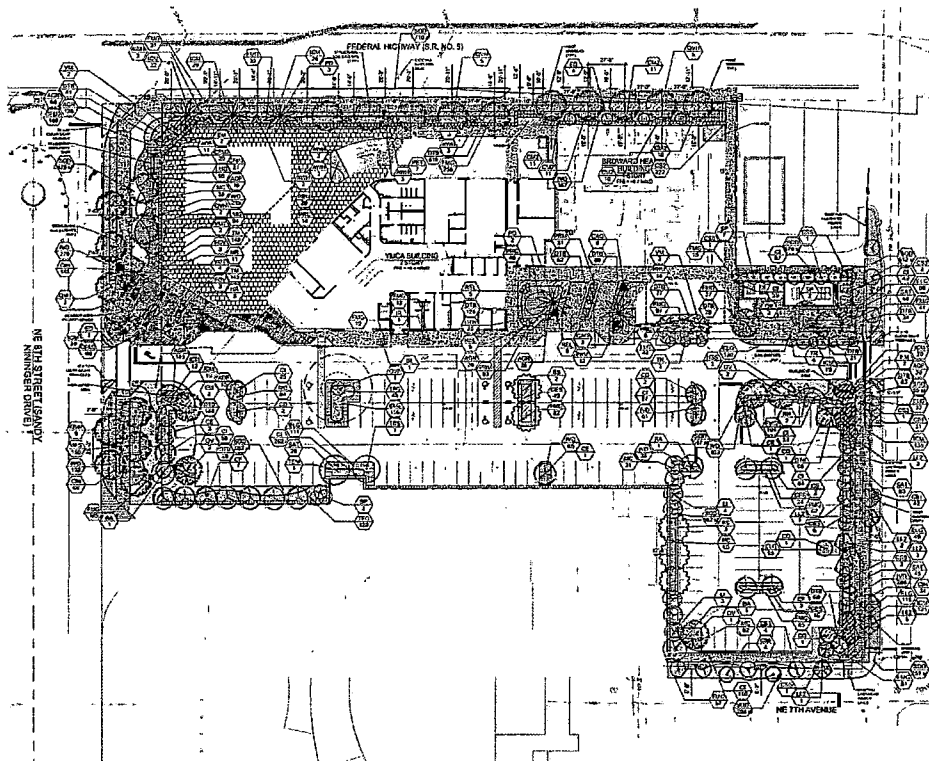
SITE PLAN

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.site-plan.com

Elevation Details

ELEVATION DETAILS

1000 Broadway, 10th Floor
New York, NY 10003
Tel: 212.512.1234
Fax: 212.512.1235
www.elevation-details.com

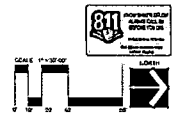


- NOTES:
1. ALL SOIL AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
 2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
 3. SEE SHEET L-200 TREE DISPOSITION PLAN.
 4. SEE SHEET L-200 PLANTING PLAN.
 5. SEE SHEET L-201 FOR LANDSCAPE SCHEDULE AND CALCULATIONS.
 6. SEE SHEET L-201 FOR LANDSCAPE DETAILS AND NOTES.
 7. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FOR SITE OR LANDSCAPE INSPECTION AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.

- HYDRATIONS:
1. SPURS (10% WATER USAGE)
2.4 IN. (1/2" OF IRRIGATED AREA)
 2. TIE-INS (10% WATER USAGE)
4.5 IN. (1/2" OF IRRIGATED AREA)
 3. (SEE SCHEDULE FOR WATER USAGE)
1/2 IN. (1/2" OF IRRIGATED AREA)

PLANT SCHEDULE LANDSCAPE		
CODE	CITY	COMMON NAME
1000	1000	1000
1001	1001	1001
1002	1002	1002
1003	1003	1003
1004	1004	1004
1005	1005	1005
1006	1006	1006
1007	1007	1007
1008	1008	1008
1009	1009	1009
1010	1010	1010
1011	1011	1011
1012	1012	1012
1013	1013	1013
1014	1014	1014
1015	1015	1015
1016	1016	1016
1017	1017	1017
1018	1018	1018
1019	1019	1019
1020	1020	1020
1021	1021	1021
1022	1022	1022
1023	1023	1023
1024	1024	1024
1025	1025	1025
1026	1026	1026
1027	1027	1027
1028	1028	1028
1029	1029	1029
1030	1030	1030
1031	1031	1031
1032	1032	1032
1033	1033	1033
1034	1034	1034
1035	1035	1035
1036	1036	1036
1037	1037	1037
1038	1038	1038
1039	1039	1039
1040	1040	1040
1041	1041	1041
1042	1042	1042
1043	1043	1043
1044	1044	1044
1045	1045	1045
1046	1046	1046
1047	1047	1047
1048	1048	1048
1049	1049	1049
1050	1050	1050
1051	1051	1051
1052	1052	1052
1053	1053	1053
1054	1054	1054
1055	1055	1055
1056	1056	1056
1057	1057	1057
1058	1058	1058
1059	1059	1059
1060	1060	1060
1061	1061	1061
1062	1062	1062
1063	1063	1063
1064	1064	1064
1065	1065	1065
1066	1066	1066
1067	1067	1067
1068	1068	1068
1069	1069	1069
1070	1070	1070
1071	1071	1071
1072	1072	1072
1073	1073	1073
1074	1074	1074
1075	1075	1075
1076	1076	1076
1077	1077	1077
1078	1078	1078
1079	1079	1079
1080	1080	1080
1081	1081	1081
1082	1082	1082
1083	1083	1083
1084	1084	1084
1085	1085	1085
1086	1086	1086
1087	1087	1087
1088	1088	1088
1089	1089	1089
1090	1090	1090
1091	1091	1091
1092	1092	1092
1093	1093	1093
1094	1094	1094
1095	1095	1095
1096	1096	1096
1097	1097	1097
1098	1098	1098
1099	1099	1099
1100	1100	1100
1101	1101	1101
1102	1102	1102
1103	1103	1103
1104	1104	1104
1105	1105	1105
1106	1106	1106
1107	1107	1107
1108	1108	1108
1109	1109	1109
1110	1110	1110
1111	1111	1111
1112	1112	1112
1113	1113	1113
1114	1114	1114
1115	1115	1115
1116	1116	1116
1117	1117	1117
1118	1118	1118
1119	1119	1119
1120	1120	1120
1121	1121	1121
1122	1122	1122
1123	1123	1123
1124	1124	1124
1125	1125	1125
1126	1126	1126
1127	1127	1127
1128	1128	1128
1129	1129	1129
1130	1130	1130
1131	1131	1131
1132	1132	1132
1133	1133	1133
1134	1134	1134
1135	1135	1135
1136	1136	1136
1137	1137	1137
1138	1138	1138
1139	1139	1139
1140	1140	1140
1141	1141	1141
1142	1142	1142
1143	1143	1143
1144	1144	1144
1145	1145	1145
1146	1146	1146
1147	1147	1147
1148	1148	1148
1149	1149	1149
1150	1150	1150
1151	1151	1151
1152	1152	1152
1153	1153	1153
1154	1154	1154
1155	1155	1155
1156	1156	1156
1157	1157	1157
1158	1158	1158
1159	1159	1159
1160	1160	1160
1161	1161	1161
1162	1162	1162
1163	1163	1163
1164	1164	1164
1165	1165	1165
1166	1166	1166
1167	1167	1167
1168	1168	1168
1169	1169	1169
1170	1170	1170
1171	1171	1171
1172	1172	1172
1173	1173	1173
1174	1174	1174
1175	1175	1175
1176	1176	1176
1177	1177	1177
1178	1178	1178
1179	1179	1179
1180	1180	1180
1181	1181	1181
1182	1182	1182
1183	1183	1183
1184	1184	1184
1185	1185	1185
1186	1186	1186
1187	1187	1187
1188	1188	1188
1189	1189	1189
1190	1190	1190
1191	1191	1191
1192	1192	1192
1193	1193	1193
1194	1194	1194
1195	1195	1195
1196	1196	1196
1197	1197	1197
1198	1198	1198
1199	1199	1199
1200	1200	1200

NOTE:
REFER TO SHEET L-201 FOR COMPLETE PLANT SCHEDULE - SEE SCHEDULES

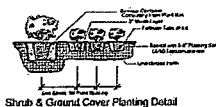




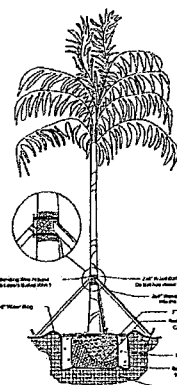
AAL
ARCHITECTURAL AND LANDSCAPE

YMCA @ HOLIDAY PARK
FORT LAUDERDALE, FLORIDA 33304

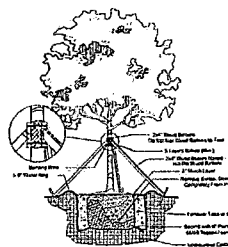
L-200
Sheet 1 of 1



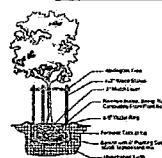
Shrub & Ground Cover Planting Detail



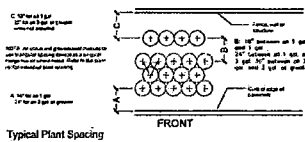
Palm Planting Detail



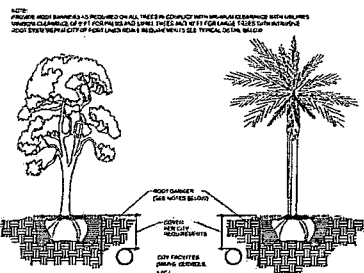
Large Tree Planting Detail



Small Tree Planting Detail



Typical Plant Spacing



- NOTES:
1. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH THE CITY AND THE LANDSCAPE CONTRACTOR. ALL ROOT BARRIERS SHALL BE 18 INCHES WIDE AND 18 INCHES DEEP.
 2. ROOT BARRIERS SHALL BE INSTALLED AT THE BASE OF THE TREE. THE BARRIERS SHALL BE 18 INCHES WIDE AND 18 INCHES DEEP.
 3. ALL ROOT BARRIERS SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR. THE BARRIERS SHALL BE 18 INCHES WIDE AND 18 INCHES DEEP.

Typical Root Barrier Detail



FIRE HYDRANT CLEAR ZONE

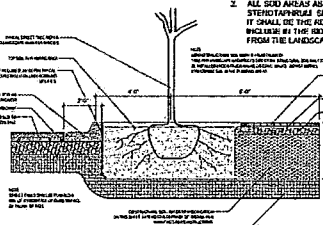
CU-STRUCTURAL SOIL DETAIL

CU-STRUCTURAL SOIL SPECIFICATIONS

1. GENERAL: The contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL. The contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL. The contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL. The contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL.
2. MATERIALS: The materials shall be as follows: a. 1/2 inch of topsoil. b. 1/2 inch of topsoil. c. 1/2 inch of topsoil. d. 1/2 inch of topsoil. e. 1/2 inch of topsoil. f. 1/2 inch of topsoil. g. 1/2 inch of topsoil. h. 1/2 inch of topsoil. i. 1/2 inch of topsoil. j. 1/2 inch of topsoil. k. 1/2 inch of topsoil. l. 1/2 inch of topsoil. m. 1/2 inch of topsoil. n. 1/2 inch of topsoil. o. 1/2 inch of topsoil. p. 1/2 inch of topsoil. q. 1/2 inch of topsoil. r. 1/2 inch of topsoil. s. 1/2 inch of topsoil. t. 1/2 inch of topsoil. u. 1/2 inch of topsoil. v. 1/2 inch of topsoil. w. 1/2 inch of topsoil. x. 1/2 inch of topsoil. y. 1/2 inch of topsoil. z. 1/2 inch of topsoil.
3. INSTALLATION: The installation shall be as follows: a. 1/2 inch of topsoil. b. 1/2 inch of topsoil. c. 1/2 inch of topsoil. d. 1/2 inch of topsoil. e. 1/2 inch of topsoil. f. 1/2 inch of topsoil. g. 1/2 inch of topsoil. h. 1/2 inch of topsoil. i. 1/2 inch of topsoil. j. 1/2 inch of topsoil. k. 1/2 inch of topsoil. l. 1/2 inch of topsoil. m. 1/2 inch of topsoil. n. 1/2 inch of topsoil. o. 1/2 inch of topsoil. p. 1/2 inch of topsoil. q. 1/2 inch of topsoil. r. 1/2 inch of topsoil. s. 1/2 inch of topsoil. t. 1/2 inch of topsoil. u. 1/2 inch of topsoil. v. 1/2 inch of topsoil. w. 1/2 inch of topsoil. x. 1/2 inch of topsoil. y. 1/2 inch of topsoil. z. 1/2 inch of topsoil.
4. MAINTENANCE: The maintenance shall be as follows: a. 1/2 inch of topsoil. b. 1/2 inch of topsoil. c. 1/2 inch of topsoil. d. 1/2 inch of topsoil. e. 1/2 inch of topsoil. f. 1/2 inch of topsoil. g. 1/2 inch of topsoil. h. 1/2 inch of topsoil. i. 1/2 inch of topsoil. j. 1/2 inch of topsoil. k. 1/2 inch of topsoil. l. 1/2 inch of topsoil. m. 1/2 inch of topsoil. n. 1/2 inch of topsoil. o. 1/2 inch of topsoil. p. 1/2 inch of topsoil. q. 1/2 inch of topsoil. r. 1/2 inch of topsoil. s. 1/2 inch of topsoil. t. 1/2 inch of topsoil. u. 1/2 inch of topsoil. v. 1/2 inch of topsoil. w. 1/2 inch of topsoil. x. 1/2 inch of topsoil. y. 1/2 inch of topsoil. z. 1/2 inch of topsoil.

SPECIAL INSTRUCTIONS:

1. GENERAL: THE SITE AND DESIGN GRADING TO BE PROVIDED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE CU-STRUCTURAL SOIL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE CU-STRUCTURAL SOIL.
2. ALL SOIL AREAS AS INDICATED ON THE PLANTING PLAN SHALL RECEIVE STERILIZATION. THE STERILIZATION SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR. THE STERILIZATION SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR.



NOTES:

1. ALL SOIL AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RUN SENSOR.
3. SEE SHEET L-200 TREE DISPOSITION PLAN.
4. SEE SHEET L-201 PLANTING PLAN.
5. SEE SHEET L-202 TREE DISPOSITION PLAN.
6. SEE SHEET L-203 PLANTING PLAN.
7. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER ON LANDSCAPE INSPECTION AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.

GENERAL PLANTING REQUIREMENTS

All trees shown for plant material on the plans are to be considered minimum. All plant material must meet or exceed these minimum requirements for trees, shrubs and ground covers. Any other requirements for specific species or effects as noted on the plans will also be required for first acceptance.

All plant material submitted by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as indicated herein shall be warranted by the landscape contractor for a minimum period of twelve (12) months and plants for 12 months, all shrubs, vines, groundcovers and miscellaneous plant material for 90 days, and all lawn areas for 60 days after first acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, stumps, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve (12) months of watering and maintenance shall be provided by the landscape contractor. All trees shall be watered and maintained for 12 months, all shrubs, vines, groundcovers and miscellaneous plant material for 90 days, and all lawn areas for 60 days after first acceptance by the owner or owner's representative.

All plant material shall be thoroughly mulched in the time of planting in dry planting conditions. All plant material shall be planted such that the top of the plant is at least with the surrounding grade.

At landscape and lawn areas shall be irrigated by a fully automatic irrigation system installed to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% coverage on the manufacturer's specifications and performance standards unless a new tree water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to ensure that all trees, shrubs, vines, groundcovers and miscellaneous plant material are planted in the time of planting in dry planting conditions. All plant material shall be planted such that the top of the plant is at least with the surrounding grade.

All plant material shall be installed with landscape, which shall be State approved as a complete landscape contractor. The landscape contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL. The landscape contractor shall be responsible for the installation of the CU-STRUCTURAL SOIL.



ARCHITECTURAL ALLIANCE LANDSCAPE

 1115 N. W. 11th Ave., Suite 100

 Fort Lauderdale, Florida 33304

 Phone: 754.467.1115

 Fax: 754.467.1116

 Email: info@aal-landscape.com

 WWW.AAL-LANDSCAPE.COM

 DRG SUBMITTAL SET

YMCA @ HOLIDAY PARK

 1115 N. W. 11th Ave., Suite 100

 Fort Lauderdale, Florida 33304

 Special Requirements

 LANDSCAPE

 Fort Lauderdale

 Schedule Date

 02-15-2005

 Project Number

 2014

 Drawing Number

L-210

 Sheet 3 OF 3

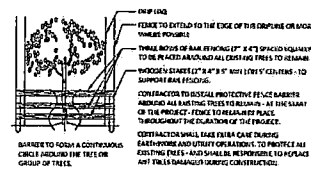
UNITED STATES FARMERS		Farmers	
Category	Amount	Category	Amount
A	100%	A	100%
B	100%	B	100%
C	100%	C	100%
D	100%	D	100%
E	100%	E	100%
F	100%	F	100%
G	100%	G	100%
H	100%	H	100%
I	100%	I	100%
J	100%	J	100%
K	100%	K	100%
L	100%	L	100%
M	100%	M	100%
N	100%	N	100%
O	100%	O	100%
P	100%	P	100%
Q	100%	Q	100%
R	100%	R	100%
S	100%	S	100%
T	100%	T	100%
U	100%	U	100%
V	100%	V	100%
W	100%	W	100%
X	100%	X	100%
Y	100%	Y	100%
Z	100%	Z	100%
AA	100%	AA	100%
AB	100%	AB	100%
AC	100%	AC	100%
AD	100%	AD	100%
AE	100%	AE	100%
AF	100%	AF	100%
AG	100%	AG	100%
AH	100%	AH	100%
AI	100%	AI	100%
AJ	100%	AJ	100%
AK	100%	AK	100%
AL	100%	AL	100%
AM	100%	AM	100%
AN	100%	AN	100%
AO	100%	AO	100%
AP	100%	AP	100%
AQ	100%	AQ	100%
AR	100%	AR	100%
AS	100%	AS	100%
AT	100%	AT	100%
AU	100%	AU	100%
AV	100%	AV	100%
AW	100%	AW	100%
AX	100%	AX	100%
AY	100%	AY	100%
AZ	100%	AZ	100%
BA	100%	BA	100%
BB	100%	BB	100%
BC	100%	BC	100%
BD	100%	BD	100%
BE	100%	BE	100%
BF	100%	BF	100%
BG	100%	BG	100%
BH	100%	BH	100%
BI	100%	BI	100%
BJ	100%	BJ	100%
BK	100%	BK	100%
BL	100%	BL	100%
BM	100%	BM	100%
BN	100%	BN	100%
BO	100%	BO	100%
BP	100%	BP	100%
BQ	100%	BQ	100%
BR	100%	BR	100%
BS	100%	BS	100%
BT	100%	BT	100%
BU	100%	BU	100%
BV	100%	BV	100%
BW	100%	BW	100%
BX	100%	BX	100%
BY	100%	BY	100%
BZ	100%	BZ	100%
CA	100%	CA	100%
CB	100%	CB	100%
CC	100%	CC	100%
CD	100%	CD	100%
CE	100%	CE	100%
CF	100%	CF	100%
CG	100%	CG	100%
CH	100%	CH	100%
CI	100%	CI	100%
CJ	100%	CJ	100%
CK	100%	CK	100%
CL	100%	CL	100%
CM	100%	CM	100%
CN	100%	CN	100%
CO	100%	CO	100%
CP	100%	CP	100%
CQ	100%	CQ	100%
CR	100%	CR	100%
CS	100%	CS	100%
CT	100%	CT	100%
CU	100%	CU	100%
CV	100%	CV	100%
CW	100%	CW	100%
CX	100%	CX	100%
CY	100%	CY	100%
CZ	100%	CZ	100%

NOTE
THIS RELOCATION TO BE COMPLETED ON THE TREE RELOCATION SHEET AND/OR PLANS FOR THE TOWNSHIP
CONTAINING THE SITE AND A COPY OF THE RELOCATION SHEET AND/OR PLANS MUST BE SUBMITTED TO THE TOWNSHIP
ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE TREE RELOCATION.

- [illegible]

NOTES:

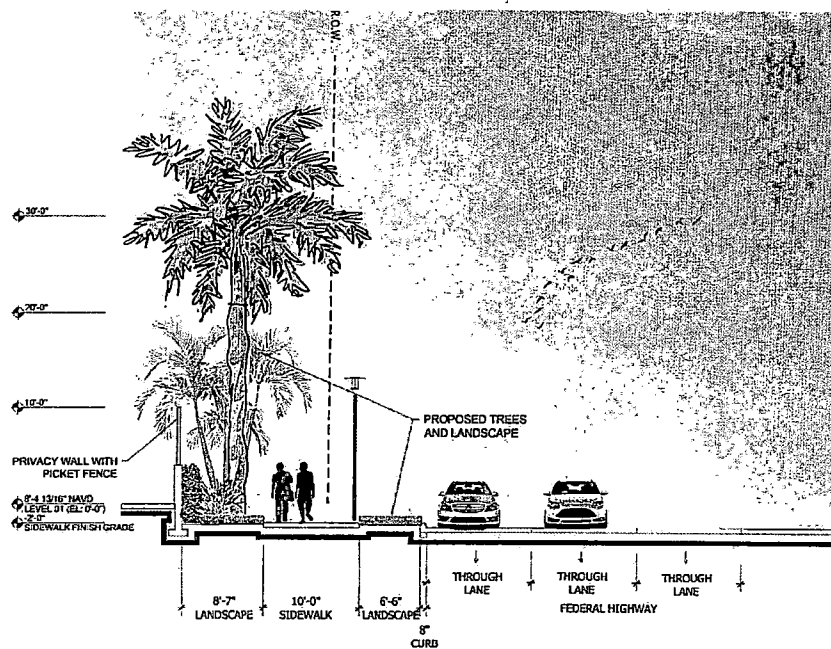
1. ALL 300' AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. IRRIGATION SYSTEM SHALL BE PROTECTED WITH RAIN SENSOR
3. SEE SHEET 1-210 TIRE DISPOSITION PLAN
4. SEE SHEET 1-200 PLANTING PLAN
5. SEE SHEET 1-301 FOR LANDSCAPE SCHEDULE AND CALCULATIONS
6. SEE SHEET 1-310 FOR LANDSCAPE DETAILS AND NOTES
7. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.



TREE PROTECTION DETAIL

413

[illegible]



SCALE: 1/4" = 1'-0"



AAL
ARCHITECTURAL ALLIANCE LANDSCAPE

DRG SUBMITTAL SET
YMCA @ HOLIDAY PARK
FORT LAUDERDALE, FLORIDA 33304

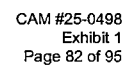
811
CITY OF FORT LAUDERDALE
PLANNING DEPARTMENT
1000 N. W. 10th Avenue
Fort Lauderdale, FL 33304
Phone: 954-356-1000
Fax: 954-356-1001

DESIGNED BY
AAL
DATE: 02-10-2023

PROJECT NUMBER
2434

DRAWING NUMBER
L-230

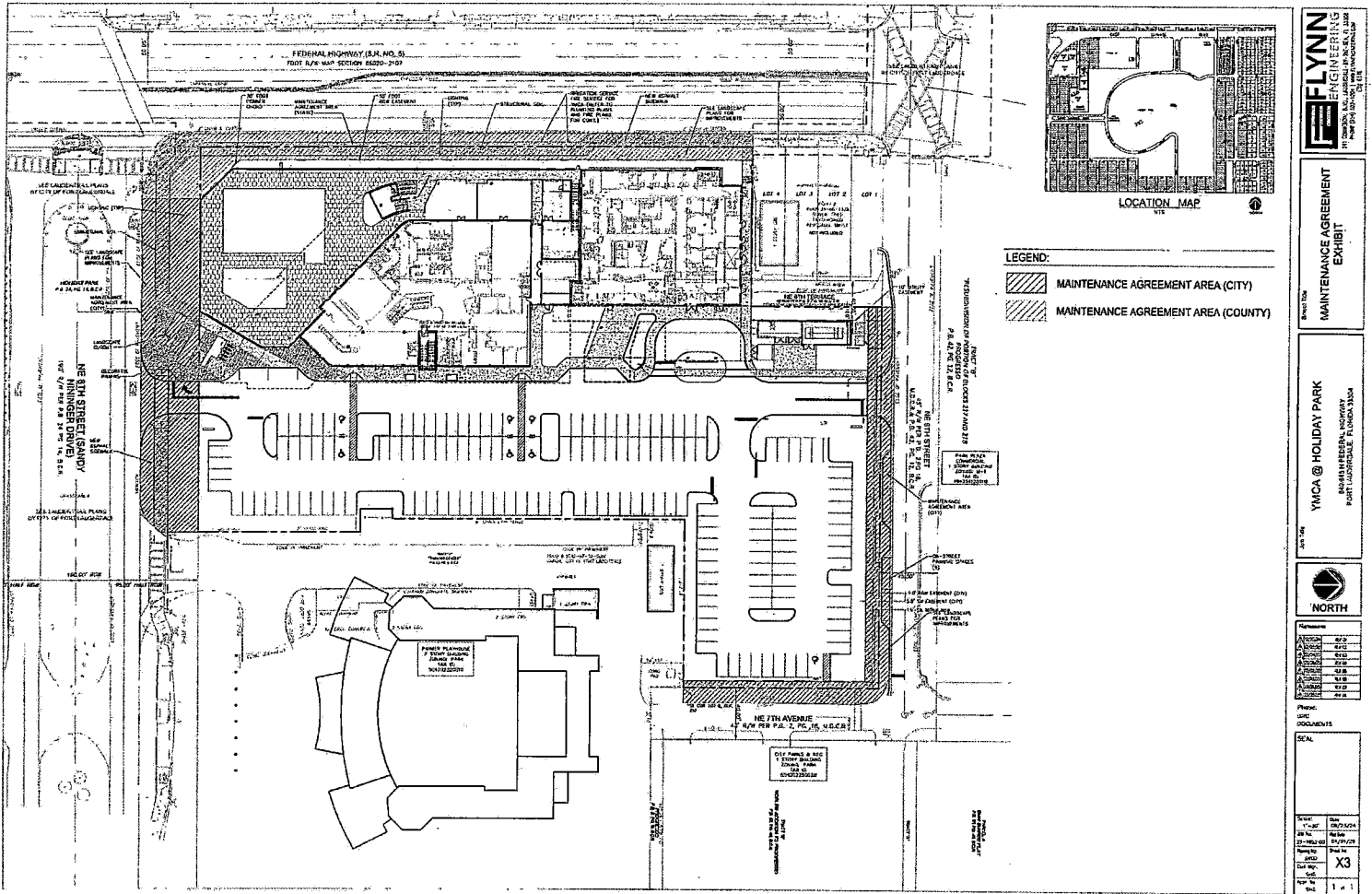
Sheet 1 of 1

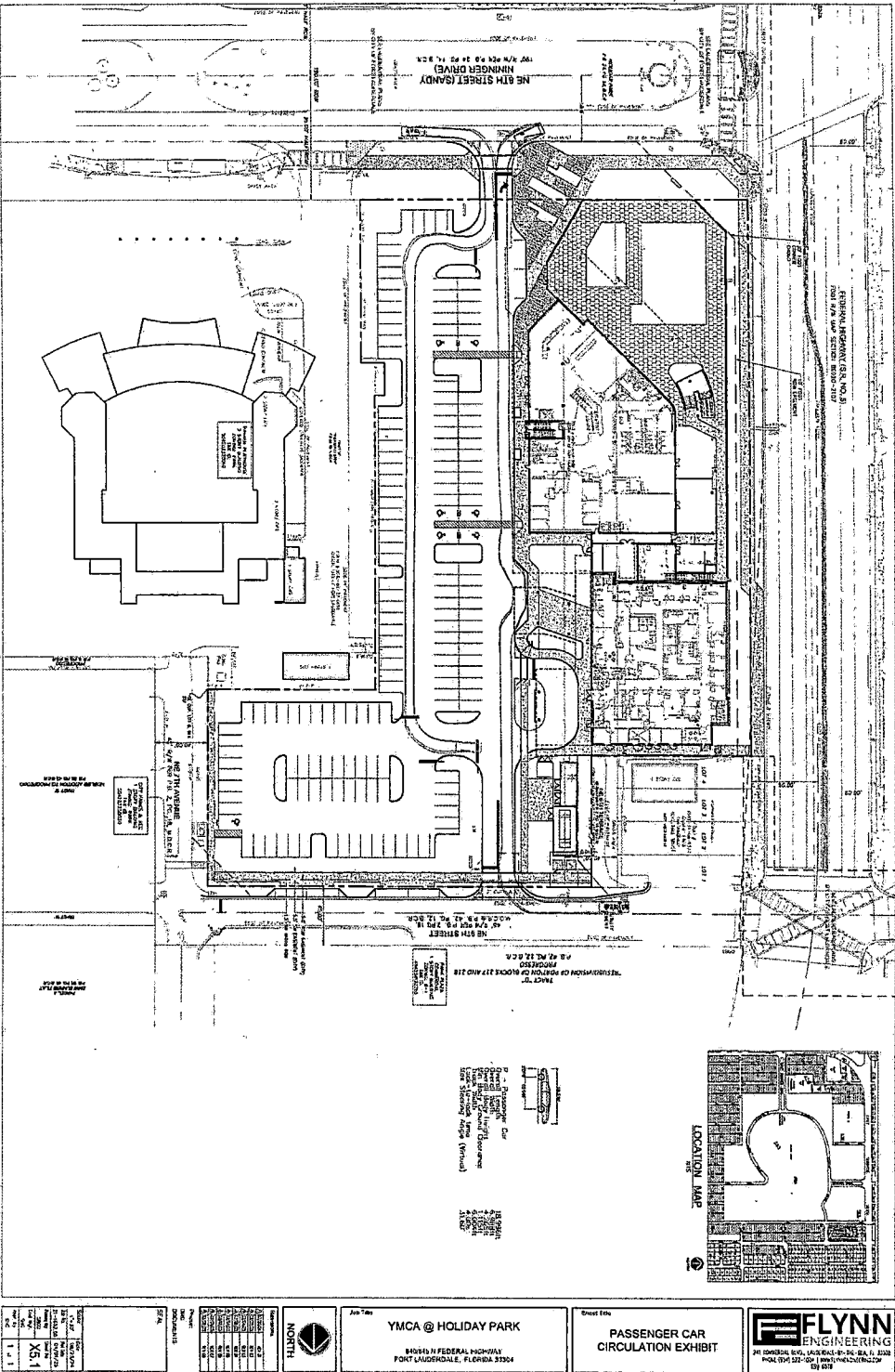


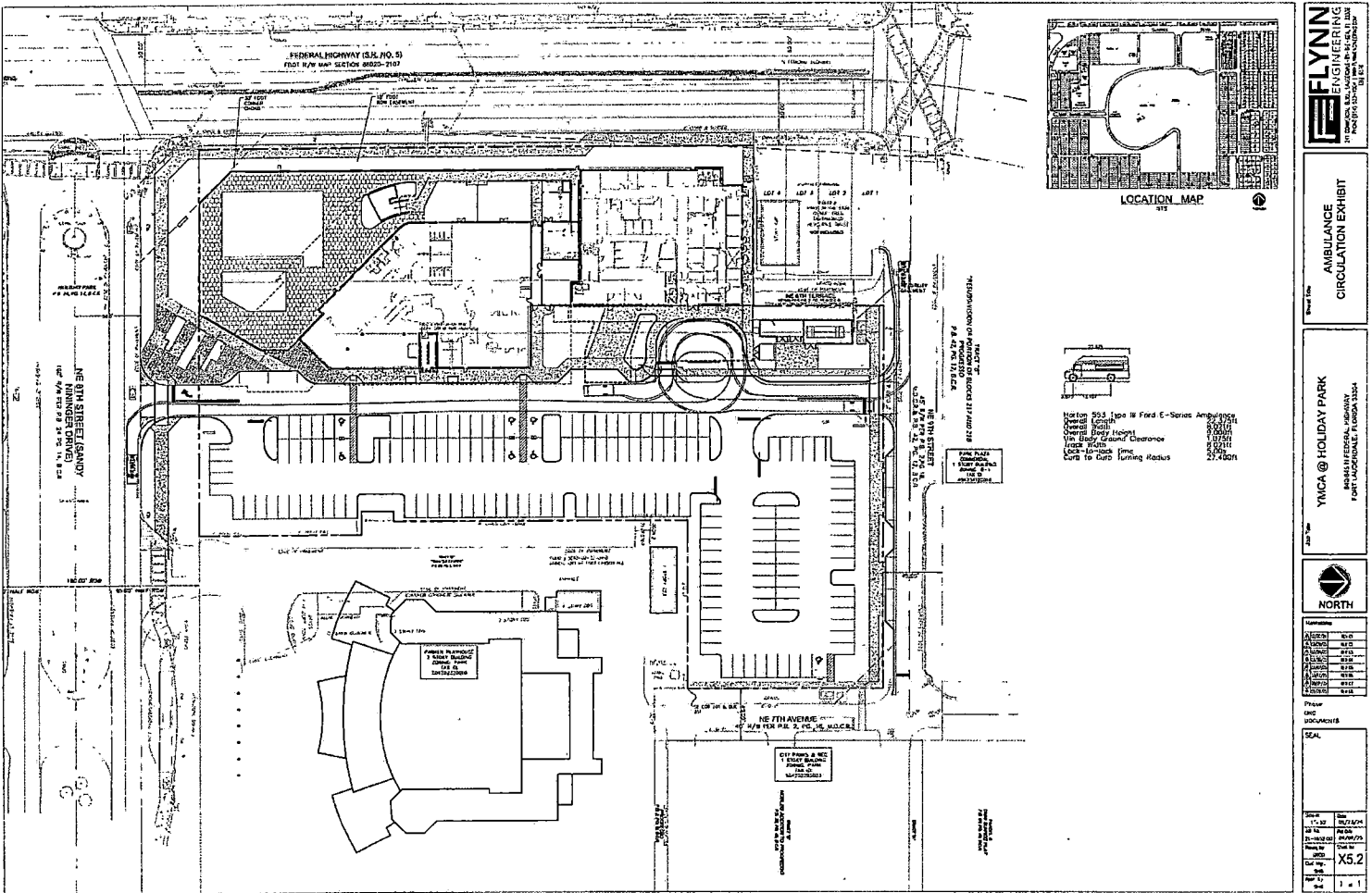












**➤ EXHIBIT "E" - BENEFICIAL OWNER AFFIDAVIT
LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: CITY OF FORT LAUDERDALE CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, this day personally appeared,
_____, hereinafter referred to as "Affiant", who being by me first duly
sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee) of
_____ (name and type of entity - i.e. ABC Corporation, XYZ
Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the
attached Exhibit "E1" (the "Property").

2. Affiant's address is _____
_____.

3. Attached hereto as Exhibit "E2" is a complete listing of the names and addresses of every
person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage
interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23,
and will be relied upon by the City of Fort Lauderdale in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the
penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to
the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, before me this ____ day of _____, 200__, by _____
as _____ of _____ [] who is personally
known to me or [] who has produced _____ as identification
and who did take an oath.

Notary Public

(Print Notary Name) - NOTARY PUBLIC

State of Florida at Large
My Commission Expires:

EXHIBIT "E1"

PROPERTY

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Percentage of Interest

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

➤

➤ **EXHIBIT "F"**

➤ **ANTI HUMAN TRAFFICKING AFFIDAVIT**

➤ The undersigned, on behalf of _____, a _____
(State) _____ (Type of Entity), ("Nongovernmental Entity"), under
penalty of perjury, hereby deposes and says:

➤ 1. My name is _____.

➤ 2. I am an officer or authorized representative of the Nongovernmental Entity.

➤ 3. I attest that the Nongovernmental Entity does not use coercion for labor or
services as defined in Section 787.06, Florida Statutes (2023), as may be amended or
revised.

➤ Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts
stated are true.

➤ Name of Officer: _____ Title: _____

➤ Signature of Officer: _____

➤ Office Address: _____

➤ Email Address: _____ Main Phone Number: _____

➤ FEIN No. _/_ - _/_/_/_/_/_/_/_

➤ OR

➤ Name of Representative: _____ Title: _____

➤ Signature of Representative: _____

➤ Office Address: _____

➤ Email Address: _____ Main Phone Number: _____

➤ FEIN No. _/_ - _/_/_/_/_/_/_/_