

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS

Lease No. DACA01-5-13-XXX  
CIV. ENG. SOUTH ATLANTIC DIVISION  
MOBILE DISTRICT

**LAND LEASE  
BETWEEN**

**THE CITY OF FORT LAUDERDALE, FLORIDA**

and

**THE UNITED STATES OF AMERICA**

1. THIS LEASE, made and entered into this 1st day of July 2012, by and between **the City of Fort Lauderdale**

whose address is **6000 N.W. 21<sup>st</sup> Avenue #200  
Fort Lauderdale, FL 33309**

and whose interest in the property hereinafter described is that of owner for itself administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises located at 5515 N.W. 15<sup>th</sup> Avenue, Fort Lauderdale, FL: the exclusive use of 4.2409 acres of land as described on Exhibit A, attached hereto and made a part hereof, to be used for Government purposes as a U.S. Army Reserve Center and other requirements of the Government.

3. TO HAVE AND TO HOLD the said premises for the term beginning **01 December 2012** through **30 December 2013**, provided that unless and until the Government shall give notice of termination in accordance with provision 7 hereof, this lease shall remain in force thereafter from year to year with written notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond **30 November 2017**.

4. The Government shall pay the Lessor rent at the following rate: **One Hundred Three Thousand and Six Hundred Dollars (\$103,600.00) per annum in arrears**. Payment shall be made at the end of each Government Fiscal Year by: USACE Finance Center, ATTN: CEFC-AO, 5700 Wasp, NSA Millington, TN 38054-5005.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

5. The Government shall have the rights to four (4) one year options to renew this lease after 30 December 2013. Each option shall be for one (1) year term and shall be exercised by providing at least 90 days notice prior to lease expiration date. Rental rates for each option year shall be at the rate of \$103,600.

6. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased (none of which are to be detrimental to or inconsistent with the rights granted to other tenants of the property in which said premises are located), and which fixtures and structures, or signs, so placed in, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Government improvements are shown on Exhibit B, attached hereto and made part hereof.

7. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, prior to the end of any current calendar year, and no rental shall accrue after the effective date of termination

8. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the **CITY OF FORT LAUDERDALE, 6000 NW 21<sup>st</sup> Avenue, FORT LAUDERDALE, FLORIDA 33309**, and if given by the Lessor shall be addressed to the **District Engineer, US Army Engineer District, Mobile, ATTN: CESAM-RE-M, P O Box 2288, Mobile, AL 36628-0001.**

9. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

11. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

12. The Lessor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

13. The Government agrees to be responsible for damages to the leased premises arising from the activity of the Government, its officers, agents, employees or representatives on said premises, in the exercise of rights under this lease, either by repairing such damage or by making a cash settlement with the owner in lieu thereof. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement.

14. The Government agrees during the term of this lease to keep open and in good working order all area drains or water courses traversing the premises, or, at its option, to cover said drains using culverts or other pipes of adequate size so as to prevent adverse effects upon the drainage of other land of Lessor adjacent to premises.

15. The Lessor specifically relieves the Government of any requirement to restore the Premises or to pay damages in lieu of such restoration.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

In presence of:

**CITY OF FORT LAUDERDALE**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Tax ID No.

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
**WILLIE L. PATTERSON III, Ed. D.**  
District Chief Real Estate  
Real Estate Contracting Officer

DRAFT

Exhibit A  
Legal Description

A parcel of land being a portion of Tract 1, "F-X-E PLAT" according to the plat thereof recorded in Plat Book 119, Page 4 of the Public Records of Broward County, Florida, said parcel being more particularly described as follows: Commencing at the most Southerly East corner of said "F-X-E PLAT"; thence North 02°04'39" West along the east right-of-way line of Northwest 12<sup>th</sup> Avenue and the limits of said "F-X-E PLAT", a distance of 2114.58 feet; thence South 87°55'41" West, a distance of 80.00 feet to the west right-of-way line of said Northwest 12<sup>th</sup> Avenue; thence continue South 87°55'41" West, a distance of 946.65 feet to the east right-of-way line of Northwest 15<sup>th</sup> Avenue; thence North 02°05'28" West along said east right-of-way line, a distance of 58.19 feet; thence South 87°54'32" West, a distance of 70.00 feet to the Point of Beginning of this description, said point being on the west right-of-way line of said Northwest 15<sup>th</sup> Avenue; thence South 02°05'28" East along said west right-of-way line, a distance of 300.00 feet; thence South 87°48'29" West, a distance of 604.36 feet; thence North 06°26'37" West, a distance of 300.83 feet; thence North 87°48'29" East, a distance of 627.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, containing 184,733 square feet or 4.2409 acres, more or less.

