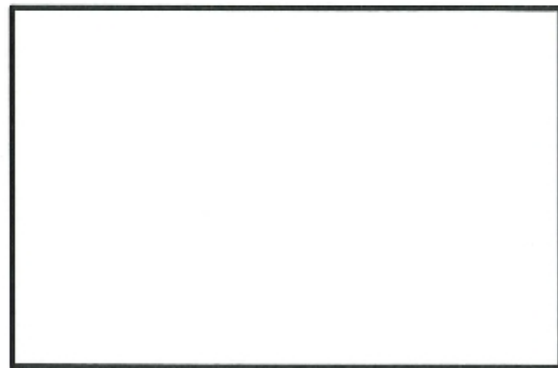


PREPARED BY AND RETURN TO:

Shaun Amarnani, Esq., Asst. City Attorney
City Attorney's Office
1 East Broward Blvd. STE. 1605
Fort Lauderdale, FL 33301



(Space Above Reserved for Recording Information)

SHARED PARKING AND CROSS ACCESS
EASEMENT AGREEMENT

THIS SHARED PARKING AND CROSS ACCESS EASEMENT AGREEMENT ("Parking Easement Agreement" or "Agreement") is made and entered into effective this ____ day of _____, 20__, by **CITY OF FORT LAUDERDALE**, a municipality of the State of Florida, having its principal place of business at 1 East Broward Blvd., Suite 1320, Fort Lauderdale, FL ("Grantor" or "CITY"), for the benefit of the **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 ("Grantee" or "YMCA").

WITNESSETH:

WHEREAS, CITY is the owner of that certain real property located in Broward County, Florida, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Easement Property**"); and

WHEREAS, CITY has previously conveyed a ground lease to the YMCA for the development of a new YMCA facility on property owned by CITY, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("**Ground Leased Property**");

WHEREAS, the YMCA desires to construct and maintain a new parking lot ("Parking Lot Project") on the Easement Property in a manner consistent with the site plan ("**Site Plan**") attached hereto as **Exhibit "C"**, in order to support its new YMCA facility being built on the Ground Leased Property;

WHEREAS, CITY has agreed to grant and convey to YMCA a non-exclusive fifty (50) year term easement to construct and maintain the Parking Lot Project;

WHEREAS, CITY has agreed to grant and convey to YMCA a non-exclusive fifty (50) year term easement for ingress, egress, and access easement and/or right of way over, on, upon and across the Easement Property related to its parking use;

WHEREAS, the YMCA has agreed to grant an easement to the CITY, its assigns, licensees, agents, employees, invitees, and members of the general public, for vehicular and pedestrian access for ingress and egress from the right-of-way, through the Ground Leased Property, and to the Easement Property in a manner

consistent with the Site Plan;

WHEREAS, the CITY will benefit from the Parking Lot Project by receiving daytime use of seventeen (17) parking spaces, exclusive use to five (5) parking spaces, and control over all parking spaces within the Parking Lot Project when not used for the YMCA facility operations as specified under the Agreement.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, do hereby mutually agree as follows:

1. **Recitations.** The foregoing recitations are true and correct and are incorporated herein by this reference.
2. **Representations.** YMCA represents and warrants to YMCA the following:
 - a. that it is an entity authorized to do business in the State of Florida;
 - b. that it has adequate financial resources to construct the Easement Property and that it has adequate financial resources to perform all other obligations imposed by this Agreement;
 - c. that it has the requisite business skill and ability to perform the obligations imposed upon it by this Agreement;
 - d. that it shall obtain all of the permits and approvals from all applicable governmental agencies having jurisdiction over the Easement Property and the construction and operation of the Easement Property from the CITY or any other regulatory agency having jurisdiction over the Easement Property; and
 - e. that YMCA shall not bargain, sell, transfer or assign the Agreement, except in conjunction with an assignment of all its rights and obligations under this Easement Agreement.
3. **CITY Grants of Easements over Easement Property.** Subject to the provisions of this Agreement, CITY conveys a fifty (50) year term easement over the Easement Property for YMCA to construct and maintain the Parking Lot Project in a substantially similar manner as depicted in the Site Plan in **Exhibit C**. Subject to the provisions of this Agreement, CITY additionally conveys to YMCA a fifty (50) year term easement in, over, upon and across the Easement Property for the YMCA to use the Easement Property for parking purposes.
4. **YMCA Grant of Cross Access Easement over Leased Property.** Subject to the provisions of this Agreement, YMCA hereby grants and conveys to CITY its assigns, licensees, agents, employees, invitees, and members of the general public, a fifty (50) year term cross access easement over, upon, and across its leasehold interest in the Leased Property to have vehicular and pedestrian ingress and egress from the Easement Property to the CITY right of way, in a substantially similar manner as depicted in the Site Plan in **Exhibit C**.
5. **CITY Grants of Easements Contingency Clause.** The Agreement is expressly contingent upon the continued performance of the YMCA's ground lease over the Leased Property. If the ground lease over the Leased Property between the CITY and YMCA is terminated and not amended or replaced with a separate ground lease between the CITY and YMCA, it shall constitute a default under the Agreement.
6. **Construction of Parking Lot Project.** YMCA, at its sole cost and expense, agrees to construct the

Parking Lot Project in accordance with all applicable governmental rules and regulations concurrently with the new YMCA facility. This shall include but not be limited to meeting the Americans with Disabilities Act and CITY parking requirements for a park. YMCA shall complete the improvements shown as shown on the Site Plan prior to the issuance of a Certificate of Occupancy for the YMCA facility ("Completion Date"). YMCA shall be responsible for all costs and fees associated with the permitting of the Parking Lot Project. YMCA agrees to provide CITY with its specifications for all signage to be approved by the CITY Parks Director at least six (6) months prior to the Completion Date, which the CITY Park Director shall approve or deny within thirty (30) days.

YMCA agrees that it will replace any and all public improvements, if any, which are damaged as a result of the construction associated with the construction of the Parking Lot Project to its original condition utilizing the same quality of materials and workmanship as approved by the CITY Engineer. At the completion of the construction of all Easement Property improvements located on, under or over the Easement Property, YMCA shall submit to CITY "as-built" surveys that are drawn to scale and shall provide such detail as to permit the YMCA to verify all horizontal and vertical locations of existing and proposed features ("As-Built Surveys"). As-Built Surveys shall be signed and sealed by a professional surveyor. The YMCA shall be required to obtain the CITY's approval of the As-Built Surveys prior to requesting a Certificate of Completion. The purpose of the As-Built Surveys are to field-verify the horizontal locations and elevations of existing and proposed park improvements as shown on the Park Plans and Specifications and to verify the location of the boundaries of the Easement Property as legally described in **Exhibit A**.

Other than items consistent with what is depicted on the Site Plan in **Exhibit C**, YMCA shall not make any substantial changes, alterations, replacements, improvements or additions to the Easement Property and the structures and improvements thereon, without the prior written approval of the City Manager, subject to the regulations of the ULDR as applicable to the Park zoning applicable to the Easement Property. YMCA's proposal for such plan shall be submitted to the CITY Park's Department and Planning and Zoning Approval for review. The plans and specifications for any such change, alteration, replacement, improvement or addition shall be approved in the same manner as the initial plans for construction were approved and as required by this Agreement.

7. **Parking Allocation of Easement Property.** The Parking Lot Project parking spaces shall be allocated in a manner substantially similar to the proposed layout as depicted in the Site Plan in **Exhibit C** whereas twenty-two (22) parking spaces shall be allocated to the CITY use with five (5) spaces permanently restricted for twenty-four hour CITY use and seventeen (17) parking spaces restricted to exclusive CITY use for the hours of operation of Monday to Friday: 5AM – 4PM. The CITY may post signage designating the twenty-two (22) parking spaces with the hours of operation and may select which parking spaces are designated for full or part-time use.

The YMCA shall be entitled to exclusively use all non-CITY allocated parking spaces for its guests and invitees during the YMCA facility hours of operation of Monday to Thursday: 5AM – 10PM, Friday: 5AM – 9PM, and Saturday to Sunday: 6AM through 5PM. The hours of operation of the YMCA parking spaces may be amended and approved by the City Manager. The YMCA may post signage designating its allocated spaces with the hours of operation.

During non-YMCA facility hours of operation, the CITY shall control the use of all parking spaces within the Easement Area for itself, its assignees, licensees, and invitees.

8. **Effective Date.** The easement granted herein shall be effective upon the recording of the Easement

9. **Maintenance of Easement Property.**

a. YMCA shall, at its own cost and expense, at all times cause the Easement Property and improvements to be maintained in good condition and repair in at least of equal quality and class as the original work.

b. YMCA shall cause the Easement Property to be adequately lighted, safely and securely maintained, repaired, cleaned, and free of rubbish and other hazards to persons using the Easement Property. YMCA further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to keep in good physical order, appearance and condition the Easement Property, including but not limited to, repairs to and replacement of structures, grass, hedges and other plantings. All repairs and replacements shall be at least of equal quality and class to the original work as previously approved by the CITY Engineer. When making such repairs, replacements and maintenance YMCA shall comply with all laws, ordinances, codes, regulations having jurisdiction over the Easement Property and CITY Engineering standards then in effect. At a minimum, maintenance shall include replacement of infrastructure, if necessary, hedge trimming every other month, trees trimmed one time per year, mowing of grass during the summer once per week and during other times of the year at least once every two to four weeks, and fertilized annually. YMCA shall follow South Florida Water Management District watering regulations.

c. In the event YMCA damages any utilities or other CITY improvements located within the Parking Lot Project, YMCA shall be responsible for the cost of CITY to repair and restore the improvements or any part thereof so damaged. At CITY's option, YMCA shall be required to commence repairs, or CITY shall commence repairs and if CITY commences repairs, YMCA shall be required to immediately post a bond or cash payable to CITY in an amount estimated by CITY to be the cost of such repair.

d. YMCA shall be responsible for all drainage of and in the Parking Lot Project and the facilities for the conveyance of drainage of the Parking Lot Project. Standing water shall not be permitted to remain on the Parking Lot Project, unless caused by natural acts of God and, thereafter, mitigated by YMCA within a reasonable time.

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

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

assumed by YMCA under this Agreement.

The following insurance policy and coverage is required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of YMCA. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Insurance Certificate Requirements

- a. YMCA shall provide the City with a valid Certificate of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. YMCA shall provide to the City a Certificate of Insurance having 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 YMCA to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of YMCA following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, YMCA shall provide the 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 of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the general liability policy.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

YMCA's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by YMCA that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, YMCA must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of YMCA's insurance policies.

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

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

11. Indemnification. YMCA shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorneys' fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations under this Agreement, the grant to the YMCA of the easements contained herein, the YMCA's permit for the construction of the Parking Lot Project and related improvements, the location, construction, repair, maintenance use or occupancy of the Easement Property, or the breach or default by YMCA of any covenant or provision of this Agreement except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, 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 Parking Lot Project or other improvements within the park, 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 any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. YMCA further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole

expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, YMCA shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to YMCA, provided that the CITY (exercisable by the City Attorney) shall retain the right to select counsel of its own choosing. This Paragraph and all subsections shall survive termination.

12. **Damage and Destruction.** If during the term of this Agreement any structure or improvements on the Easement Property shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy, YMCA shall give to CITY immediate notice thereof, and YMCA shall:

- a. seek the necessary permits and approvals from YMCA and any other replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or
- b. to the extent that such destruction or damage affected the structures and improvements of the Easement Property, or any part thereof, if YMCA elects to remove such structures and improvements, or any part thereof, YMCA shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the Easement Property to promptly replace said structures and improvements with new structures and improvements having the same general character and conditions (as nearly as may be possible under the circumstances) as the structures and improvements originally constructed; or
- c. seek the approval of CITY to remove the park improvements without replacement.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by YMCA. This Paragraph shall survive termination of the Agreement.

13. **Remedies of CITY**

- a. In the event the YMCA fails to commence to construct the Parking Lot Project, maintain, make repairs, demolish, maintain ingress/egress for the CITY to access the Easement Property through the Ground Leased Property to the right-of-way, or take any other such actions contrary to what is provided in this Agreement, such action shall constitute a default if not cured within fifteen (15) days after notice by the CITY.
- b. If a default is not cured within the prescribed period, the CITY shall have the option and right to self-help to take such action which was required to be taken by the YMCA at YMCA's sole cost and expense. The right of self-help shall extend to the City being able to enter both the Ground Leased Property and the Easement Property to cure the default. YMCA shall then be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by YMCA in connection with the performance of the action or actions plus a surcharge of five percent (5%) for amounts up to One Thousand Dollars (\$1,000) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000) and YMCA shall reimburse CITY within sixty (60) days following written demand therefor. Interest shall accrue on the unpaid amount at the rate of eight (8.0%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by YMCA. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by the CITY in accordance with this Agreement, and such dispute is not resolved within forty-five (45) days after the date that the CITY makes the original written demand for payment, the YMCA shall pay to CITY the undisputed amount and shall provide the CITY with a bond or other security acceptable to the CITY for the disputed amount

pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from CITY all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided the CITY ultimately prevails in such proceedings.

c. In the event that the CITY has provided the notice described in subparagraph (a), but the YMCA has failed to cure or to commence and diligently pursue cure of the default(s), and the CITY cures such default(s), makes such repairs or undertakes such protection or maintenance or take other actions described herein, and the YMCA fails to make payment in accordance with subparagraph (b), the YMCA shall be in default under this Agreement. Such a default shall not arise where YMCA has paid the undisputed amount and secured any disputed amount, or where the YMCA pays the costs of cure as set forth in Paragraph 8a. above prior to a judicial determination of a default.

d. If the YMCA remains in default of the Agreement for more than sixty (60) days, the City shall have option to terminate its granted easements to the YMCA referenced in Paragraph 3 by providing written notice to the YMCA. The City's cross access easement referenced in Paragraph 4 shall survive termination of the City's granted easements to the YMCA. All amounts due and owing to the CITY shall survive termination of the City's Easements to the YMCA, as well as indemnification and any other damages owed under the Agreement.

e. In addition to termination of City's granted easements under subsection d., if pedestrian and vehicular access and ingress over the Leased Property is denied to the CITY pursuant to Paragraph 4, and such default is not cured within fifteen (15) days notice, the YMCA shall be further be responsible for all construction costs the CITY incurs to build access and ingress from the Easement property to the right-of-way. This provision shall survive termination.

f. If the CITY terminates its granted easements to the YMCA referenced in Paragraph 3, it may unilaterally record documents of its choosing to acknowledge the termination within the Official Records of Broward County, and the YMCA shall use its best efforts to comply with any reasonable signature requests of the City required to acknowledge the termination.

14. **Assignment.** Other than as described in this subparagraph, YMCA may not sell, transfer or assign this Agreement without the prior written consent of CITY, which shall be at the full discretion of the CITY. Subject to approval of the CITY, such transfer or assignment shall be given in a recordable form and shall be recorded at the expense of the YMCA's assignee or transferee. YMCA's assignee or transferee shall assume all post-assignment obligations arising under this Agreement, and, thereafter, YMCA shall be fully released and relieved from all liability and obligations hereunder occurring after the date of assignment.

15. **Agreement.** This Agreement embodies and constitutes the entire understanding between CITY and YMCA with respect to the Easement Property described herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

16. **Amendments.** Unless explicitly specified within the Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by both CITY and YMCA, or their respective successors or assigns, and recorded in the Public Records of Broward County, Florida.

17. **Notices.** When any of the parties' desire to give notice to the other, such notice must be in writing, sent

by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

If to CITY: CITY of Fort Lauderdale
Attn: CITY Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Telephone: 954-828-5013

With a Copy to: CITY of Fort Lauderdale
Attn: CITY Attorney
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301
Telephone: 954-828-5940

YMCA: Young Men's Christian Association of South Florida, Inc.
900 S.E. 3rd Avenue
Fort Lauderdale, Florida 33316
Telephone: _____

With a Copy to: _____

Telephone: _____

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **Binding Effect.** The covenants contained in this Agreement but shall run with the land and shall be binding upon CITY and YMCA and inure to the parties and their respective successors and assigns.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

20. **Captions.** The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement.

21. **E-Verify.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Grantee and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees:

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

2. The City, the Grantee, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Grantee otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Grantee and order the Grantee to immediately terminate the contract with the subcontractor, and the Grantee shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Grantee may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Grantee is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Grantee shall include in each of its subcontracts, if any, the requirements set forth in this Section., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section. in their subcontracts. Grantee shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised

20. **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 Grantee certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Grantee is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), 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 (2020), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

21. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Agreement, Grantee shall provide City with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

22. **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 Easement or performing any work in furtherance hereof, Grantee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the

convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency, including CITY, 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.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused the Easement Agreement to be executed as of the day and year first written above.

WITNESSES:

Signature

[Witness type or print name]

Address: _____

Signature

[Witness type or print name]

Address: _____

(Grantor):

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

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

ATTEST:

David R. Soloman, City Clerk

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

By: _____
Shaun N. Amarnani, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

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

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

YMCA (Grantee):

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation

WITNESSES:

Signature

Mark A. Russell

Type or print name

Address: 900 SE 3rd Ave.

Suite 205

Fort Lauderdale, FL 33316

Signature

Tara Montinero

Type or print name

Address: 906 SE 3rd Ave.

Suite 210

Fort Lauderdale, FL 33316

STATE OF FLORIDA:

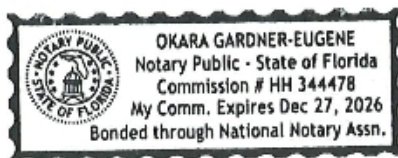
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of May, 2025, by (Name of Signor) Sheryl A. Woods as (Title) CEO of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation on behalf of YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.

Notary Public signature

Okara Gardner-Eugene

Name Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

Exhibit A

"Easement Property"

ALL OF LOTS 1 THROUGH 6, BLOCK 251, "PROGRESSO" ACCORDING TO THE PLAT THEREOF, RECORDED
IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

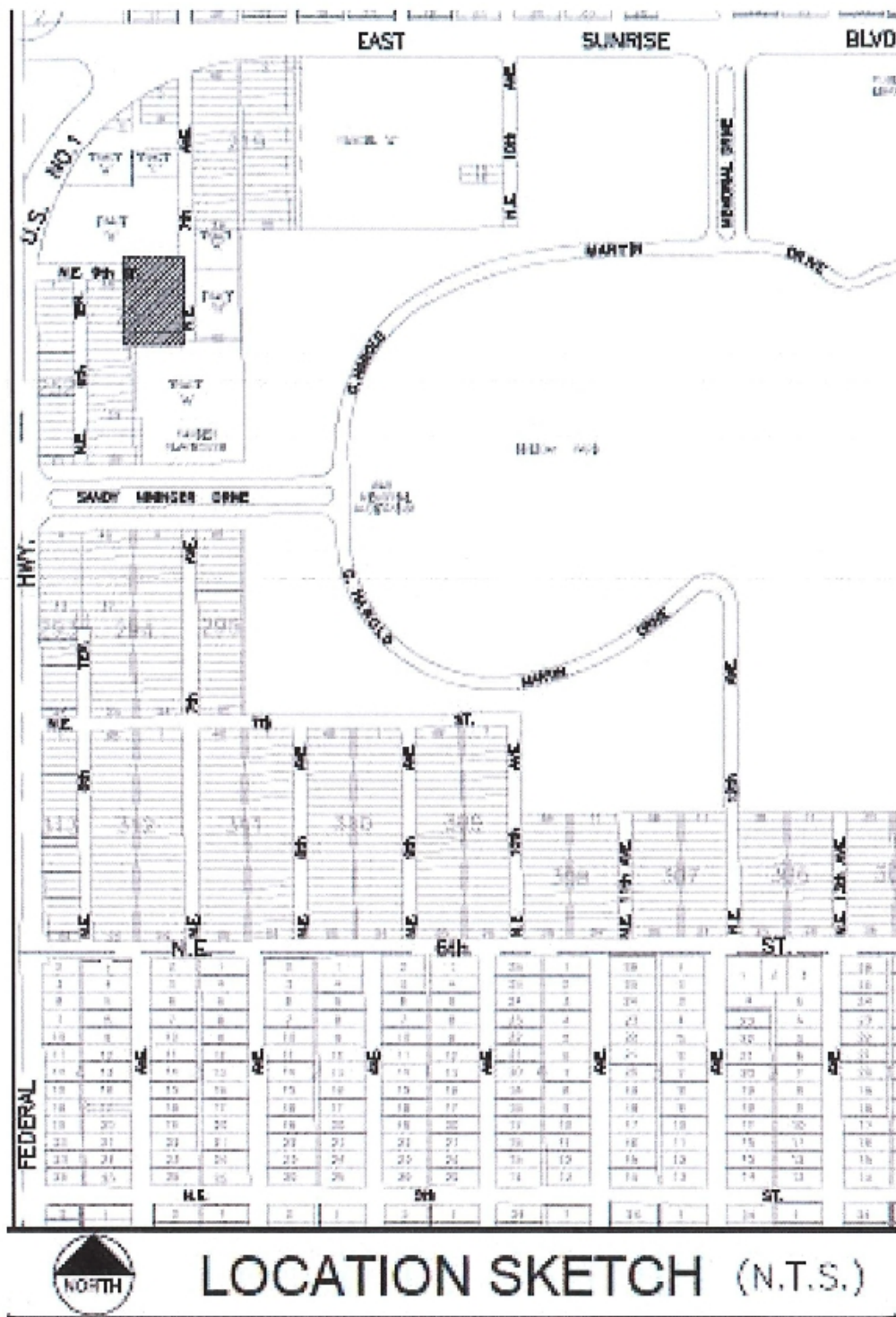


Exhibit B
"Ground Leased Property"

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 C
Site Plan (for Parking Lot Project)

