



DOCUMENT ROUTING FORM

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24

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

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 5/7/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO Router Name: Sonia Sierra Ext: 5598

Department: CAO Router Name: Sonia Sierra Ext: 5598

Commission Mtg. Date: May 6, 2025 CAM #: 25-0489 Item #: CR-5

Document Title:

Ground Lease with the United States of America, through the General Services Administration, for the Purpose of Constructing, Operating, and Maintaining a Multi-Story Public Parking Garage for the Fort Lauderdale Federal Courthouse Located at 1000 SE 3rd Avenue;

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: JS

Continue Routing To: FIN (if applicable) Date: and then to CCO Date: 5/7/2025

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: 2

Routed to Dept/Charter Ofc.: Date: 05/07/25

4) CITY MANAGER OFFICE (CMO): Received From: CCD Date: 5/8/25 CMO LOG #: May 23

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date:

Comments/Questions:

ACM/AcACM Initials: BEN 05.08.25 for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: 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: S. Sierra Contact #: 828-5598

*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

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CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#25-0489

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: May 6, 2025

TITLE: Resolution Approving a Ground Lease with the United States of America, through the General Services Administration, for the Purpose of Constructing, Operating, and Maintaining a Multi-Story Public Parking Garage for the Fort Lauderdale Federal Courthouse Located at 1000 SE 3rd Avenue; Delegating Authority to the City Manager to Execute the Ground Lease and Ancillary Documents; and Amending Resolution No. 23-225 - **(Commission District 4)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the City Manager to execute a ground lease with the United States of America through the General Services Administration (GSA), in substantially the form attached, for the purpose of constructing, operating, and maintaining a multi-story public parking garage for the Fort Lauderdale Federal Courthouse.

Background

GSA is currently constructing a new federal courthouse building in Fort Lauderdale at 1000 SE 3rd Avenue. The new Fort Lauderdale Federal Courthouse will serve as a public facility with courtrooms, chambers, and limited secured parking spaces. The project is expected to be substantially completed by January 2026.

On July 5, 2022, the City of Fort Lauderdale City Commission authorized the City Manager to execute a Letter of Intent with the United States General Services Administration regarding a proposed exchange agreement. The Letter of Intent was executed on July 8, 2022. Per the Letter of Intent, the City was required to improve City infrastructure that would support the Federal Courthouse relocation effort. Specifically, the City committed to vacate existing rights-of-way, relocate and replace the A-16 pump station, and relocate a 30" water main. The right-of-way vacations and the infrastructure improvements have been completed. Preliminary design development is in progress.

GSA identified that a public purpose parking facility would need to be constructed on, or near the future courthouse site. As the cost to construct a parking garage exceeded the GSA project budget, GSA contacted the City to determine if the City would be willing to construct a parking garage on 1.25 acres of the courthouse parcel.

The City procured Walker Consulting to conduct a parking study to determine the financial feasibility of a potential ground lease with a 350-space parking garage. The study determined it was financially viable for the City to finance, design, build, and operate a parking garage with a 20-year, zero-dollar ground lease, with the ground and parking garage improvements reverting to GSA at the end of the term. The Walker Consulting study was updated in July 2023 to incorporate inflationary factors and confirm financial viability based on the updated model.

On October 3, 2023, the City and GSA entered into a 22-year Exchange Agreement where the value of the City's infrastructure improvements and rights-of-way vacations would offset the fair market rental value of the GSA-owned land.

The proposed parcel size was 1.25 acres but was modified based on site conditions and the installation of an unforeseen, newly-installed AT&T utility duct bank. The proposed ground lease will provide the City with full control of a .6225-acre parcel. The term was modified from the Exchange Agreement (22-year term to a 30-year term), which commences on the date a Certificate of Occupancy is issued for the garage improvements. The rent requirements were satisfied through the Exchange Agreement resulting in no additional rent for the use of the parcel during the 30-year term. The lease obligates the City to develop, operate, and maintain a parking garage with no less than 275 parking spaces.

The City's Transportation and Mobility Department will be responsible for the ongoing operations and maintenance obligations.

Resource Impact

The fiscal impact associated with this action is the cost to design, construct, operate, and maintain a parking garage during the 30-year term. The initial construction cost estimates range from \$10,729,330 to \$13,940,573. The Federal Courthouse Parking Garage project (P12687) currently has \$6,781,563 allocated from the City's Parking Fund.

Staff are evaluating various financial scenarios, including fully funding the construction cost from the Parking Fund or issuing debt, to fund the remaining needs. If debt is issued, the Parking Fund will be responsible for debt service payments. The Federal Courthouse Parking Garage revenue is expected to cover the debt service, operating, and maintenance costs on an annual basis. If the garage revenues don't cover the cost, the citywide parking revenues, i.e. the Parking Fund, will be utilized to fund the obligations.

Funds available as of April 22, 2025					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-463-8999-545-60- 6599-P12687	Federal Courthouse Parking Garage	Capital Outlay /Construction	\$6,832,429.60	\$6,781,563.60	\$6,781,563.60
TOTAL ►					\$6,781,563.60

Strategic Connections

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

Attachments

Exhibit 1 – Ground Lease

Exhibit 2 – Location Map

Exhibit 3 – Exchange Agreement

Exhibit 4 – 2021 Walker Consulting Report

Exhibit 5 – 2023 Walker Consulting Report

Exhibit 6 – Resolution No. 23-225

Exhibit 7 – Resolution

Prepared by: Ben Rogers, Acting Assistant City Manager, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

GROUND LEASE

**By and Between the
UNITED STATES OF AMERICA,
acting by and through the Administrator
of General Services and Authorized
Representatives, as Lessor,**

**and the
CITY OF FORT LAUDERDALE,
as Lessee**

Fort Lauderdale, FL

JUNE 2, 2025

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EXHIBIT(S)

A - LEGAL DESCRIPTON AND SKETCH OF PROPERTY

GROUND LEASE

THIS GROUND LEASE ("**Lease**"), made and entered into as of June 2, 2025 ("Effective Date"), by and between the United States of America, acting by and through the Administrator of General Services and authorized representatives ("**Lessor**" or "**Government**"), whose mailing address is Regional Commissioner, Public Buildings Service, 77 Forsyth Street, S.W., Atlanta, Georgia, and the City of Fort Lauderdale, Florida, a municipal corporation, whose mailing address is 101 N.E. 3rd Avenue, Suite 2100, Fort Lauderdale, FL, 33301 ("**Lessee**"), each a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of a 4.0154 consolidated parcel of real property in Fort Lauderdale, Florida, bounded by Tarpon River to the north, a church surface parking lot to the east, SE 11th St. to the south, and SE 3rd Ave. to the west, including all rights, easements and appurtenances belonging to or appertaining thereto and all right, title and interest of Lessor in and to any and all roads, streets, alleys, or public and private rights of way affecting such parcel, (collectively, the "Government Land"); and

WHEREAS, Lessor acquired the Government Land for the purpose of designing and constructing a new U.S. Courthouse and Federal Building in Fort Lauderdale, FL, thereon; and

WHEREAS, pursuant to that certain Exchange Agreement dated December 12, 2023, ("**Exchange_Agreement**") and Letter of Intent dated June 16, 2022, Lessor has agreed to Lease to Lessee the easternmost 0.6225 acres of the Government Land (hereinafter the "**Property**"), as further described in the legal description and graphical depiction of the Property, attached hereto as **Exhibit A** and made part hereof, so that Lessee may construct a public parking garage thereon; and

WHEREAS, in accordance with section 412 of the GSA General Provisions, Consolidated Appropriations Act, 2005, Public Law 108-447, 118 Stat. 2809, 3259 (December 8, 2004) ("**Section 412**") Lessor is authorized to exchange real property or interests therein for construction services; and

WHEREAS, in accordance with Section (2)(b) of Article VIII of the Florida Constitution, home rule powers under Chapter 166 of Florida Statutes, the City Charter of the City of Fort Lauderdale and Section 47-24. 6.A.4 of the City of Fort Lauderdale, Florida Unified Land Development Regulations and Resolution No. 23-225, the City is authorized to exchange construction services for an interest in real property and construct a public parking garage thereon; and

WHEREAS, pursuant to the December 12, 2023, Exchange Agreement, Lessee desires to lease the Property from Lessor, and Lessor desires to lease the Property to Lessee, on the terms and conditions set forth below.

NOW, THEREFORE, Lessor and Lessee, intending to be legally bound, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Lease, the following terms shall have the meanings indicated.

"Affiliate" means (1) any member, officer or director of Lessee, (2) any Person that is, directly or indirectly, the beneficial owner of more than ten percent (10%) of any class of equity security (as defined in the Securities Exchange Act of 1934, as amended) or equity interest in Lessee, or if any beneficial owner is a partnership or a trust, any partner or trustee thereof (as applicable), or if such beneficial owner is a corporation or limited liability company, any Person directly or indirectly controlling, controlled by or under common control with such beneficial owner or of any officer or director of such beneficial owner or of any corporation or limited liability company occupying any such control relationship, (3) if Lessee is a partnership, any general or limited liability partner thereof, and any limited partner having more than a ten percent (10%) interest in the profits or losses of such partnership, and (4) any other Person that directly or indirectly controls, or is controlled by, or is under common control with, Lessee, at any time during the Term. For the purpose of this definition, "control" (including the correlative meanings of the term "controlling," "controlled by" and "under common control with"), with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operation or policies of such Person, whether through the ownership of voting securities or by contract or otherwise. The term "Affiliate" also means, when used with respect to any individual, the grandparents of such individual, the grandparents of any other individual who is an Affiliate of such individual by virtue of any of the foregoing clauses (1), (2), (3), or (4) of this definition, any descendant (whether by birth or adoption) of any such grandparents and any spouse of any such descendant.

"Alteration" means any material change to any of the Improvements, including any repairs, replacements, rebuilding, or demolition. **"Alter"** means to make any Alteration.

"Annual Rent" has the meaning given in Article 4.

"Anti-Assignment Acts" means, collectively, 41 U.S.C. §6305 (formerly 41 U.S.C. § 15) and 31 U.S.C. § 3727 (formerly 31 U.S.C. § 203), and comparable successor provisions of federal law.

"Applicable Laws" means all federal laws, Presidential Executive Orders, regulations, and ordinances affecting the Property or the Project and any laws, Presidential Executive Orders, regulations, and ordinances with respect to human health, safety or protection of the environment; and all local laws, regulations and ordinances that affect the Property or the Project and that would apply to the Property or the Project if it were not a Project constructed or altered on federal land.

"Approvals" means the local, state and federal approvals (including approvals by Lessor as provided herein) required of any construction, demolition or Alteration of any Improvements by Lessee.

"Bankruptcy Code" means Title 11 of the United States Code and any other federal, state or foreign bankruptcy, insolvency, rehabilitation, liquidation, or similar laws now or hereafter in effect.

"Bondholder" intentionally omitted.

"Bondholder Representative" intentionally omitted.

"Capital Maintenance Reserve" has the meaning given in Section 4.D.

"Commencement Date" means the date the Lease Term commences, which is the date a Certificate of Occupancy is issued by the governing authority for the Improvements.

"Completion of the Project" means substantial completion of all construction work on all Improvements within the Project, the common and other areas of the Project, as evidenced by the delivery by Lessee to Lessor of a certificate of substantial completion of the Project (AIA Document G-704, April 1978 edition, or any successor or replacement certificate form) executed by the Lessee's architect certifying that the Improvements are substantially complete, and receipt by Lessee and delivery to Lessor of certificates of occupancy for all Improvements within the Project. **"Complete"** means to achieve Completion of the Project. Issuance of a Certificate of Occupancy by the appropriate governing authority shall be deemed evidence of Completion of the Project.

"Consumer Price Index" or "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Miami – Fort Lauderdale – West Palm Beach, FL (CMSA), 1982-84 = 100, issued by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is changed so that a base year other than 1982-84 is used, the CPI used herein shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is discontinued or otherwise revised during the Term, such other government index or computation with which it is replaced shall be used to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

"Contracting Officer" or "Outleasing Contracting Officer" means a person serving in such capacity for Lessor and identified to Lessee in a notice from Lessor as a substitute or replacement Contracting Officer. There shall be no more than one Contracting Officer at any one time under the Lease. Lessor shall have the right, by giving written notice to Lessee, to appoint additional individuals to act as Lessor's representative with such authority as may be stated in such notice; provided that only the Contracting Officer may bind Lessor to any modification of this Lease. The Contracting Officer shall have the authority to bind Lessor with respect to all matters for which the consent or approval of Lessor is required or permitted pursuant to this Lease and all consents, approvals and waivers given in writing by the Contracting Officer shall bind Lessor and may be relied upon by Lessee.

"Default Rate" means the rate of interest equal to three (3) percentage points above the prime rate of interest as published from time to time in The Wall Street Journal (or, if the prime rate is no longer so published, a replacement rate reasonably determined by Lessor) or the maximum rate allowed by applicable usury law, if any, whichever is lower.

"Effective Date" means the later of date first written above or the date the Property is clear of all machinery, equipment, supplies materials and debris.

"Emergency Situation" means a situation (1) immediately impairing or threatening immediately to impair the structural support or integrity of or cause immediate damage to the Property or the Improvements or other property, (2) causing or threatening to cause immediate injury to a Person (defined below) or Persons located in, on or near the Property or (3) any release of Hazardous Substances causing or threatening to cause immediate endangerment to human health or the environment.

"Environmental Laws" means any and all federal, state or local laws, statutes, rules,

regulations, ordinances, codes, requirements, rules, judicial and administrative orders, consents, decrees, writs, injunctions, and judgments that address, are related to, or are otherwise concerned with, pollution, protection of the environment, the use, generation, manufacture, installation, release, discharge, storage, or disposal of Hazardous Substances, and/or health and safety issues (including occupational safety and health), including, without limitation, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Marine Mammal Protection Act, 16 U.S.C. § 1361 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; and the Applicable Laws of the State of Florida and the City of Fort Lauderdale, as any of the preceding may be amended from time to time.

"Event of Default" has the meaning given in Section 15.A.

"Fair Rental Rate" or "Market Rate" means the most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus.

"Fair Rental Value" means the present value of the market rent over the term of the lease.

"Foreclosure Proceedings" intentionally omitted.

"Furnishings, Fixtures and Equipment" means all machinery, equipment, furniture, fixtures, furnishings, or personal property of whatever kind and nature that are owned by or leased to Lessee and are located at, or are used or intended to be used in connection with, the construction or operation of the Improvements.

"Hazardous Substances" has the same meaning as is defined in CERCLA, 42 U.S.C. § 9601(14), but also includes petroleum products and their derivatives.

"Imposition" means any governmental or quasi-governmental tax, fee, charge, payment in lieu of taxes, or imposition of any kind or nature whatsoever, whether ordinary, extraordinary or unforeseen, assessed, levied, taxed, charged or imposed upon Lessee's or a permitted assignee's interest in or use or occupancy of the Property or the Improvements, including, but not limited to, any real property taxes, assessments for any business improvement district or other governmental or quasi-governmental entity, vault charges, water rents, rates and charges, governmental fees, sewer rents, cable, internet, telephone, or other utility charges assessed, levied, taxed, or charged by a governmental or quasi-governmental body in connection with the provision of public utilities (but excluding usage fees and charges), or authorized by statute, and any costs or expenses reasonably incurred by Lessee or Lessor in connection with any contest or appeal of the amount of any Imposition. Except for taxes, fees, charges, and impositions described in the next succeeding sentence, "Imposition" shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy. If at any time during the Term the methods of taxation shall be altered so that in addition to, or as a substitute for the whole or any part of, any real property taxes, there is levied,

assessed or imposed a tax, license fee, assessment, levy, excise or other type of tax or other charge or imposition (other than an income tax) as a substitute for, or in addition to and in the nature of, the whole or any portion of any real property taxes, with respect to Lessee's, or a permitted assignee's interest in or use or occupancy of the Property or the Improvements, then the same shall be included as real property taxes. A tax or other bill issued by any governmental or quasi-governmental authority, or a true copy thereof, together with any explanatory statement of the property covered thereby, submitted by Lessor to Lessee shall be prima facie evidence of the amount of Impositions assessed or levied, as well as of the property subject thereto.

"Improvements" means all current and any new or additional structures or facilities or construction of any kind now or hereafter located on the Property, whether on, above or below the Property surface, such as any building, parking structure, piling or other structural support, fence, wall, screen, enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, excavation, trenching, digging, grading, landscaping, signs and exterior illumination, and any Alteration thereof.

"Institutional Lender" means (1) any savings bank, commercial bank or trust company (whether acting individually, or in any trust or fiduciary capacity), savings and loan association, building loan association, or other depository institution regularly having deposits in excess of One Billion Dollars (\$1,000,000,000.00) and subject to the jurisdiction of the Comptroller of the Currency, the Office of Thrift Supervision, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or the courts of the United States of America, any state thereof or the District of Columbia; (2) any insurance company, educational institution or state, municipal or similar public employees' welfare, pension or retirement fund or system subject to the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 et seq.; (3) any governmental and quasi-governmental agencies; or (4) any entity that originates commercial mortgage loans either for its own account or for sale or transfer, in their entirety, to another entity in the mortgage loan business, including subsequent transferees that may hold or acquire the entire interest in the mortgage (and including any custodian, trustee or other fiduciary approved by the rating agencies, and any servicer approved by the rating agencies to the extent approval is required) in connection with the sale of the mortgage in any secondary mortgage loan market, including any mortgage-backed security or real estate investment conduit transaction or any other institutional quality rated public offering or private placement. The term "Institutional Lender" shall also include any other type of commercial financing entity or vehicle that may from time-to-time hereafter be generally accepted in the commercial real estate market for financing commercial construction or other commercial real estate financing, including projects similar to the Improvements, and reasonably approved by Lessor, which approval shall not be withheld, conditioned or delayed unreasonably. Notwithstanding the foregoing, "Institutional Lender" shall not include any Affiliate of Lessee, nor any entity that at the time that it enters into a Leasehold Mortgage is suspended or debarred, proposed for suspension or debarment, declared ineligible by any agency or instrumentality of the United States or by the Government Accountability Office, or is otherwise prohibited by the Anti-Assignment Acts, from entering into contracts with the United States.

"Lease" means this Ground Lease, as may be amended from time to time.

"Leasehold Mortgage" intentionally omitted.

"Lease Year" means a calendar year during the Term of this Lease, except that the first Lease Year shall begin on the Commencement Date, which is the date the Certificate of Occupancy is issued by the appropriate governing authority for the Improvements, and the last Lease Year shall end on the

last day of the Term.

"Lessee" means the City of Fort Lauderdale, Florida, a municipal corporation, and any assignee or other successor thereto permitted hereunder with respect to Lessee's interest (or lesser interest) in this Lease or the Property or Improvements (or any portion of either).

"Lessor" means the United States of America, acting by and through the Administrator of General Services and authorized representatives, or any successor thereto.

"Mortgagee" intentionally omitted.

"Net Operating Income" means the gross annual income derived from the Property, less the Operating Expenses (defined below) incurred by the Lessee during each Lease Year.

"New Lease" intentionally omitted.

"New Lessee" intentionally omitted.

"Operating Expenses" means all costs and expenses in connection with the ownership, management, operation, repair, servicing, and maintenance of the Property and the Improvements and related appurtenances, including, but not limited to, costs and expenses in connection with all employees' wages, salaries, payroll taxes and welfare and fringe benefits; electricity, gas, oil and other fuels and utilities; uniforms and dry cleaning; service and maintenance contracts; exterminating services; grass removal; snow removal; lighting; upkeep of fire hydrant system; upkeep of sewer and storm drains; roadway maintenance and repair; detection and security services; trash removal; sewer and water service; premiums for fire and casualty, liability, worker's compensation and other insurance; repairs and maintenance; reasonable and customary legal, consulting and accounting services; management, administrative and operating costs; and any other costs and expenses reflected on GSA Form 1217, Annual Cost Statement; but not including any amounts paid from the Capital Maintenance Reserve account or from any insurance company or condemning authority.

"Permits" means the Approvals and any and all other certificates (including certificates of occupancy), licenses, permits (including zoning variances and special use permits), rights, privileges, franchises, approvals, waivers, concessions and other authorizations required by applicable law and regulations with respect to the use of the Property and the construction and operation of the Improvements, including any municipal raze (demolition) permit, any municipal permit for construction on private property (building permit) and any associated sub-permits that would otherwise be required for the construction of the Project were it being constructed or altered on private property.

"Permitted Exceptions" means matters disclosed on the title and land survey to be obtained by Lessee, excluding any mortgages, deeds of trust or other encumbrances securing obligations for the payment of money.

"Permitted Use" means use as a multi-story public parking garage open to the general public with parking space for not less than 275 vehicles and such other uses that would apply to the Property or the Project if it were not a Project constructed or altered on federal land and are not otherwise expressly prohibited by the provisions of Article 6. This includes permission for Lessee to issue parking passes and permits in its sole discretion and in accordance with its rules, regulations and

ordinances and permission to charge such rates and fees for parking privileges as it determines, acting by and through its City Commission or its designee.

"Person" means any individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated association, or other legal entity.

"Project" means all work and activities required to design, develop, construct, equip, and otherwise prepare the Improvements for operation in accordance with the terms of this Lease.

"Project Expenses" means all costs, fees and expenses in connection with the development and construction of the Project and related appurtenances, including, but not limited to, hard and soft costs of construction of the Improvements (including, without limitation, fees and expenses of architects, consultants, surveyors, accountants, and attorneys, permitting fees, and financing fees); Operating Expenses; fees for legal, consulting and accounting services to the extent in excess of reasonable and customary; and any deposits into or amounts paid from the Capital Maintenance Reserve account. Notwithstanding the foregoing, "Project Expenses" shall not include any costs that are the obligation of Lessor under this Lease.

"Property" has the meaning given in the Recitals, including all Improvements.

"Qualified Transferee" means any Person who, at the time it is granted or obtains an interest in the leasehold estate, (i) is not then suspended, debarred, proposed for suspension or debarment, declared ineligible by any agency or instrumentality of the United States, or otherwise prohibited from entering into contracts with the United States and (ii) either directly or together with a Person from which it has a commitment for equity, has funds or has a commitment from an Institutional Lender to provide funds, sufficient to satisfy Lessee's obligations pursuant to this Lease.

"Rent" means the Annual Rent, payable in equal monthly installments, unless prepaid in advance, and any other payment of money that Lessee is obligated to make under this Lease.

"Revenue Control System" shall mean the mechanical/electronic/operational devices and hardware, software as part of the parking equipment into which payments are made for use of the parking spaces. The parking equipment may include parking meters, pay stations, signage, license plate reader and other technology in connection with parking operation to be conducted in the Garage which shall be purchased by the City and installed by the City in the Garage as part of the initial construction of the Garage.

"Space Lease" intentionally omitted.

"Space Tenant" intentionally omitted.

"Term" has the meaning given in Article 3.

ARTICLE 2. GRANT; LIMITATIONS AND CONDITIONS

Section A. Grant

In accordance with the powers granted by Congress under Section 412, Lessor hereby demises and leases to Lessee, and Lessee hereby takes and hires from Lessor, the Property for the purpose of constructing, operating and maintaining the Improvements for use as a multi-story public parking

garage with parking for not less than 275 vehicles and for any other Permitted Use now or hereafter authorized by Applicable Laws to the extent not inconsistent with the terms and conditions of this Lease. Lessee shall have the sole and exclusive right in all manner to occupy and deal with the Property thereon subject only to (i) the Permitted Exceptions, (ii) intentionally omitted, (iii) any and all Applicable Laws, and (iv) the condition that Lessor's ownership interest in the Property shall not be adversely affected.

Section B. Property and Improvements "As Is" – "Where Is"

Lessee hereby represents and warrants to Lessor that Lessee has fully examined and inspected the Property and existing Improvements, and Lessee hereby accepts the Property and existing Improvements in the condition or state in which they now are without representation, covenant or warranty, express or implied, in fact or in law, by Lessor. Lessor shall not be liable for any latent or patent defects in the Property, except to the extent required by Applicable Laws. Lessee, for itself and its successors and assigns, hereby acknowledges that Lessor has made no representations or warranties concerning the condition or state of repair of the Property nor has Lessor made any other agreement or promise to Alter, improve, adapt, or repair the Property not otherwise contained herein.

Section C. Environmental Liabilities

Lessor has conducted a due diligence examination of the Property consisting of an American Society for Testing and Materials (ASTM) Phase One Environmental Site Assessment (the "ESA"), a copy of which has been provided previously to Lessee. The result of the ESA has been to confirm that no response (as that term is defined in CERCLA, 42 U.S.C. § 9601(25)) is necessary at the Property, and that there are no Hazardous Substances restrictions on the use of the Property by Lessee. Lessee and its consultants, agents, employees, contractors, and engineers and any prospective lenders or their consultants or contractors shall have the right, after notice to Lessor, to perform additional tests as Lessee shall reasonably deem appropriate to determine the existence and extent of Hazardous Substances in, on, under, or about the Property at no cost to Lessor, provided that (a) Lessee shall first obtain Lessor's prior written approval for any intrusive testing or other tests or inspections that might reasonably result in damage to the Property, such consent (if so requested by Lessee with respect to any items expected to be damaged) to reasonably specify any items that need not be repaired; (b) all such tests, investigations, studies, inspections, and other activities shall be conducted at Lessee's sole risk, cost and expense; (c) Lessee shall indemnify, defend and hold Lessor harmless from and against any losses, liabilities, costs, or expenses (including reasonable attorneys' fees) to the extent arising out of Lessee's activities onto the Property pursuant to this Section; (d) Lessor is afforded a reasonable opportunity to accompany Lessee or its agents or representatives; and (e) Lessee shall promptly provide to Lessor copies of any final work product as and when received by Lessee resulting from such tests, investigations, studies, inspections, and other work product described above in this Section. Lessee covenants that its tests, investigations, studies, and inspection shall not result in any material exacerbation of the pre-existing Hazardous Substances, if any, present on the Property. Before exercising its rights under this Section 2.C, Lessee shall deliver to Lessor evidence that Lessee's contractor shall have at least \$5,000,000 of commercial general liability insurance covering the acts of Lessee's contractor with respect to its entry onto the Property, which insurance shall name Lessor as an additional insured thereunder and provide no right of subrogation against the United States. Lessee shall also obtain and maintain workers' compensation insurance in the amounts required by the laws of the State of Florida. A request to inspect by Lessee's lender shall be deemed reasonable. Lessee shall promptly cause any damage to the Property resulting from such tests to be repaired at no cost to Lessor and, notwithstanding anything to the contrary set forth in this Lease, Lessee's restoration and indemnification provisions set forth in this Section shall survive any



termination of the Lease, but such indemnity shall expire upon expiration of the statute of limitation for the matter giving rise to the cause of action. Notwithstanding the foregoing, should Lessee discover a Hazardous Substance following the Commencement Date that Lessee has determined requires a response, then Lessee shall promptly notify Lessor of such a discovery so that Lessor can determine the proper response to such a Hazardous Substance that is necessary to protect human health, safety and the environment from harm. Lessee shall not conduct operations or make any Alterations that would interfere with or otherwise restrict environmental clean-up or restoration actions, if required, by Lessor, state environmental regulators or their contractors. **Environmental clean-up, restoration or testing activities by these parties shall take priority over Lessee's use of the Property in the event of any conflict.** However, Lessor and Lessee agree to coordinate to minimize potential conflicts between necessary remediation of environmental contamination, including investigation and remedial actions, and Lessee's use of the Property. Lessee shall promptly abate or remediate any Hazardous Substances in, on, under, or about the Property or in any Improvements in violation of any Environmental Laws, except to the extent that the release of the Hazardous Substance is solely and directly the result of an act or failure to act of Lessor or to the extent the release of Hazardous Substances is the result of an act or failure to act by adjacent property owners. Lessee shall not be obligated to remediate or clean up any existing Hazardous Substance or condition on the Property.

ARTICLE 3. TERM

The term of this Lease (the "Term") shall commence on the Commencement Date and shall end at midnight on the date that is exactly **thirty (30) years** after the Commencement Date, unless earlier terminated pursuant to this Lease, in which case the Term shall end upon the effective date of termination; provided, however, that in no event shall the Term of this Lease exceed thirty (30) years after the Commencement Date, which is the date the certificate of occupancy is issued by the governing authority for the Improvements. The Term of this Lease may only be extended in accordance with Article 4 and Article 18 section J.

ARTICLE 4. RENT AND RESERVES

Section A. Rent

1. ANNUAL RENT

The Parties agree that during the period from the Commencement Date until the end of the Term, the Fair Rental Value (FRV) for the Ground Lease is **\$2,415,318.00**, with a corresponding Annual Rent of \$157,120.00 (Present Value with flat annual rent during entire term). The parties further agree that the value of the utility easement granted by Lessor to Lessee is **\$129,000.00**. In consideration for the Construction Services provided by Lessee to Lessor pursuant to the Exchange Agreement, which services having been completed by Lessee and accepted by Lessor and valued at **\$4,809,816.00**, and for the streets vacated (SE 4th Ave. and SE 10th Ct.)¹ pursuant to the Exchange Agreement by Lessee valued at **\$1,943,000.00**, Lessor hereby acknowledges that Lessee's Rent obligation under the Lease for the Term has been satisfied in full.

The Lease Term may be extended to equalize the Parties respective Exchange consideration, but it may not be modified or amended to extend the Term beyond any date or make any other modifications to the Lease that would cause the value of the Lease (\$2,415,318.00), when combined with the value of the utility easement (\$129,000.00)², to exceed the combined value of the Construction Services (\$4,809,816.00) and vacated streets (\$1,943,000)³. The Parties understand and agree that there will be no cash equalization payment from Lessor to Lessee to equalize the exchange values.

2. FUTURE ANNUAL RENT

To the extent this Lease is extended beyond the Term such that Lessee is required to pay Lessor Rent, then Lessee shall pay Lessor Rent in equal monthly installments, without setoff, prior notice, deduction, or demand, in advance on the first day of each calendar month during each Lease Year. The Rent shall be based on the current Fair Rental Rate (also known as Market Rate) of the Property at the time of extension.

Section B. General Rent Provisions

All payments of Rent, and any other sums payable by Lessee pursuant to this Lease, shall be in lawful money of the United States and payable by check to Lessor at U.S. General Services Administration, P.O. Box 6200-28 Portland, OR 97228-6200, or at such other address as Lessor may from time to time designate by notice to Lessee. At Lessor's option, after reasonable prior notice to Lessee, payments of Rent, and any other sums payable by Lessee pursuant to this Lease shall be payable by wire transfer or other electronic means to such account as Lessor may from time to time designate by notice to Lessee.

Section C. Net Lease

It is the purpose and intention of Lessor and Lessee that all Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set off, or offset whatsoever, so that this

¹ Location #1: [UPD-V21004: SE 4th Avenue – Ordinance No. C-22-26] Vacating a Right-of-Way Identified as a 50-foot wide by 300-foot-long Portion of SE 4th Avenue Between the Tarpon River and SE 10th Court; Location #2: [UPD-V21005: SE 10th Court – Ordinance No. C22-27] Vacating a Right-of-Way Identified as a 28-foot wide by 304-foot-long Portion of SE 10th Court Between SE 3rd Avenue and SE 4th Avenue. Pursuant to Ordinance No. C-22-27 (as amended by Ordinance No. C-23-30), and Ordinance No. C-22-26 (as amended by Ordinance No. C-23-29), vacation of the City Streets has been completed as evidenced by Certificates of the City Engineer recorded under Instrument Nos. 119148309 and 119144551 of the Public Records of Broward County, Florida.

² Combined value is \$2,544,318.00

³ Combined value is \$6,752,816.00



Lease shall yield net, to Lessor when due hereunder, the Rent during the Term and that all costs, expenses and charges of every kind and nature relating to the Property shall be paid by Lessee.

Section D. Contributions to Reserves

Within sixty (60) days after the end of each Lease Year, Lessee shall deposit an amount equal to no less than \$50 per parking space, into a segregated bank account established and maintained for the benefit of the Property and the Improvements solely for the purpose of holding reserves to be used for capital maintenance needs (the "**Capital Maintenance Reserve**"). The amounts so deposited in the Capital Maintenance Reserve, including all interest earned thereon, shall be continually maintained in such reserve account until such time as Lessee deems it advisable in its commercially reasonable discretion to withdraw such amounts for use in fulfilling its obligation to repair, make replacements to and maintain the Property and the Improvements in accordance with the terms of this Lease.. The funds held in the Capital Maintenance Reserve shall be used only for capital expenditures (as determined under generally accepted accounting principles consistently applied). All such work shall be performed only by reputable and duly licensed contractors selected by Lessee and concurred upon by GSA, but concurrence not to be unreasonably withheld. The Parties agree to conduct joint biennial inspections as provided in Section 4.E herein. Upon the expiration or earlier termination of this Lease, or the entry into any New Lease pursuant to Section 10.E, the funds in the Capital Maintenance Reserve shall be the property of Lessor and shall be transferred promptly to Lessor, unless otherwise mutually agreed by the parties. Lessee's obligation to make contributions to the Capital Maintenance Reserve pursuant to this Section 4.D shall be deemed an obligation on the part of Lessee to pay Rent. Lessee shall deliver to Lessor within forty-five (45) days after the end of each Lease Year a statement setting forth the amount of funds held at the end of such Lease Year in the Capital Maintenance Reserve and an accounting in reasonable detail of the flow of funds to and from such reserve account during such Lease Year.

Section E. Joint Inspections

a. Initial Physical Survey and Inspection - The parties shall jointly conduct an Initial Physical Inspection of the Improvements, particularly the completed garage structure ("Facility"), after the Lessee achieves substantial completion. This inspection shall serve as the baseline condition for future inspections throughout the lifecycle of the garage structure to monitor appropriate maintenance and appearance of the asset.

b. Periodic Physical Survey and Inspection for Defects - From time to time during the term of the Lease or any extension thereof, but generally no more frequently than every two (2) years following Lessee's start of occupancy and thereafter future inspections, the parties shall convene on a mutually convenient date for a joint physical inspection of the Facility. A joint physical inspection of the Facility shall assess the condition of the Facility, including architectural and structural infrastructure. A condition report shall be prepared by the Lessee in cooperation with the Lessor. The Lessee shall provide a corrective action plan to describe what work is necessary and when it will be completed.

The Periodic Physical Inspection shall identify any deficiencies and document (i) any physical damage in need of maintenance or repair / replacement; and (ii) the existence of any undetected or latent structural defect. The Government reserves the right to request an interim inspection if it has reason to believe such is necessary.

If any items noted per Paragraph (b)(i) are found, Lessee, at its sole cost and expense, shall promptly repair, replace or otherwise correct those deficiencies to maintain a clean, safe and well-functioning parking facility.

If any items noted per Paragraph (b)(ii) are found, Lessee, at its sole cost and expense, shall promptly correct such items and cooperate in the prosecution of any claims regarding such defects that the Lessee may have by contract warranty or otherwise, against contractors, subcontractors, or architects involved in the design or construction of the Premises.

c. Return of Peaceable Possession - Upon the expiration or termination of this Lease, Lessee shall vacate the Facility, remove its personal property therefrom, and promptly yield and place the Lessor in peaceful possession of the Facility, and any additions or alterations thereto, free and clear of any liens, claims, or encumbrances caused by the Lessee, or any of its contractors or agents, and shall return the Facility and any improvements in as good condition as the it existed at the commencement of this Lease or such later time as such improvements were constructed, except for normal and customary wear and tear.

d. Exit Inspection at Lease Termination - On a mutually agreeable date no less than one hundred and eighty (180) days prior to termination or expiration of this Lease, the Lessee and Lessor shall conduct a Final Physical Survey and Inspection of the Facility (including inspection of all mechanical, electrical, and utility systems and equipment in the Facility) to assure the Premises meets the condition set forth in Paragraph (c) of this Section. Within ten (10) business days after the Final Physical Survey and Inspection, the Government shall produce a list of deficiencies, if any, in excess of normal and customary wear and tear, and provide the deficiency list to Lessee. It shall be the responsibility of the Lessee to correct deficiencies noted on said deficiency list in not less than thirty (30) business days prior to Lease termination.

ARTICLE 5. PROJECT EXPENSES, OPERATING EXPENSES, PROPERTY TAXES, AND IMPOSITIONS

Section A. Project Expenses and Operating Expenses

This Lease is absolutely net to Lessor, and no costs or expenses associated with the Property shall be incurred by Lessor during the Term of this Lease, except: (1) intentionally omitted; (2) pursuant to Sections 2.C or 9.A; or (3) by reason of a breach of this Lease by Lessor. Lessee shall manage the Improvements itself or may, in its sole discretion, engage a property manager to do so on its behalf. Except as provided in Sections 5.B and 9.A, during the Term of this Lease, Lessee shall on a timely basis pay, or cause to be paid, all Project Expenses, Operating Expenses and Impositions related to or arising out of the Project and/or Lessee's interest in or use or occupancy of the Property.

It is Lessee's expectation that revenue generated from operating the garage will cover all reasonable and necessary expenses including, without limitation, debt service and capital reserves. Further, it is the intent of Lessee not to use revenue from other parking systems within the City to supplement or subsidize operating expenses and debt service related to this garage. The financial and market analysis completed by the City's consultant ran several financial scenarios. None of the financial models predicted a debt service coverage ratio in excess of 1.20 upon stabilization. During the term of this Lease, market conditions and policy changes of Lessor may negatively impact the demand and use of this garage by patrons, federal employees and the public in general and ultimately, may require the City to use other sources of revenue to subsidize operations and debt service. Starting on the fifth year after the Effective Date of this Lease and every five years thereafter, both parties agree that authorized and experienced representatives of the Lessor and Lessee shall meet and review



the books and records of the Facility to determine whether it is self-sufficient and self-sustaining over the remaining term of the Lease taking into consideration market demand, market conditions, policy changes and other relevant market, physical and financial conditions. If the operational expenses, including debt service and capital reserve, exceeds revenue, then the parties may consider a buy-out by Lessor of the remaining term of the Lease provided both parties can agree on the present value of the unexpired term of the Lease and closing occurs within 180 days after the terms and conditions of the buyout have been reduced to writing and approved by the governing authority of both parties. The parties may consider other alternatives to a buyout such as repurposing all or a portion of the Lease by Lessee with the parties mutually agreeing to the allocation of the cost and expense.

Section B. Property Taxes, Impositions and Payments In Lieu

Lessor currently pays no real property taxes or other Impositions and makes no payments in lieu of such taxes or Impositions to the City of Fort Lauderdale or any other jurisdiction based upon its interest in the Property. Any federal, state and/or local taxes arising out of the use of the Property by Lessee shall be paid, prior to delinquency, by Lessee, as the case may be, to the extent arising by reason of such use. If any such Imposition is enacted or altered so that such Imposition is levied against Lessor or so that Lessor is responsible for collection or payment thereof, then Lessee shall pay to Lessor as additional Rent the amount of such Imposition. Lessor shall endeavor to promptly advise Lessee of any assessment or imposition of any real property taxes, or other Impositions for which Lessee might be liable, and, provided no Event of Default is then in existence, hereby appoints Lessee as its attorney-in-fact authorized to contest the amount or validity, in whole or in part, of any such assessments, Impositions or related charges by appropriate proceedings diligently conducted in good faith in Lessee's name, at Lessee's sole expense. Lessor hereby agrees promptly to cooperate and join in any such contest or proceeding, as requested by Lessee, at no out-of-pocket expense to Lessor. Upon the termination of any such proceedings, Lessee shall pay the amount of such Imposition or part thereof as finally determined as due in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties, or other liabilities in connection therewith. Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings, and Lessee shall indemnify and save harmless Lessor from and against any such costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, and from any liability resulting from such proceedings. Lessee shall be entitled to any refunds with respect to any Imposition and penalties or interest thereon that has been paid by Lessee. Subject to demonstrative evidence to the contrary, the certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, or of non-payment of such Imposition, shall be *prima facie* evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

ARTICLE 6. USE OF PROPERTY

Section A. Permitted Uses

The Property shall be used only in a manner consistent with the Permitted Uses and for the purpose of constructing, operating and maintaining the Project, and for all other uses now or hereafter permitted by Applicable Laws to the extent not inconsistent with the terms and conditions of this Lease. Any other use of the Property is prohibited including, but not limited to, any use that in any manner involves adult book stores, videos and paraphernalia or entertainment; gambling; auto sales, repair or service (except to the extent required to support federal agency mission needs); firearm sales or service (except to the extent required to support federal agency mission needs); the production of Hazardous Substances; odor emissions; residential use; salvage and/or recycling operations; manufacturing or assembly (except electronics assembly but not including the assembly of listening

devices and/or other surveillance equipment); full service supermarket type grocery stores, department stores, building supplies stores, or household goods stores; and any other use that, in the reasonable judgment of Lessor, could impair the safety or security of the Federal Courthouse tenants on the Property or Government Land. Lessee shall provide Lessor with a written request for consent to any proposed use of the Property, which consent may be granted, conditioned or denied in accordance with the standard set forth below. Lessee shall provide Lessor with the written request for consent at least sixty (60) days prior to the date of the proposed lease for the initial occupancy of any space and thirty (30) days for any subsequent lease of the space, which request shall contain the proposed tenant's intended use, development or occupancy of the Property. Lessor shall provide its consent to such a proposed use unless, in the reasonable judgment of Lessor, the use is not a Permitted Use. Lessee shall not create, nor allow to exist, a public or private nuisance on the Property.

Section B. Permits

Lessee shall procure and maintain all Permits as and when necessary for the Project and/or Lessee's use, development and occupancy of the Property, at Lessee's sole cost and expense. Lessor agrees to cooperate reasonably with Lessee in obtaining any necessary Permits, including (if lawfully required) joining in, consenting to or making any applications therefore, at no charge to Lessee. The City of Fort Lauderdale shall be responsible for issuing the necessary Permits for the construction and operation of the Improvements, provided, however that Lessee coordinates its construction activities with Lessor.

Section C. Compliance with Laws, Etc.

Lessee shall at all times during the Term comply with all Applicable Laws, regulations and Permits pertaining to the development, occupancy, use, operation, and maintenance of the Property.

ARTICLE 7. CONSTRUCTION OF IMPROVEMENTS

Section A. Right to Construct Improvements.

Lessee shall have the right and obligation, at its sole cost and expense, to construct on the Property, at any time and from time to time (except as otherwise provided below), such Improvements as Lessee shall determine to be appropriate, necessary or desirable in its sole discretion, provided that such Improvements shall be constructed, operated and maintained in full compliance with all Applicable Laws, ordinances, regulations, zoning requirements or restrictions, building codes, and all other terms and conditions of this Lease. Lessee shall, within a reasonable time from the Effective Date of this Agreement, complete its Construction of Improvements, subject to force majeure. If the Project is not completed within a reasonable time, but the Project is near completion and the Lessee is diligently pursuing completion of construction, then Lessee and Lessor shall establish a recovery schedule to mitigate further delay of completion.

Section B. Conditions of Construction.

1. GENERAL

Lessee, at its sole cost, shall have the right in its sole discretion to demolish all or any portion of the Improvements existing on the Property as of the Commencement Date, if any, or make such Alterations to such Improvements or construct any new Improvements as Lessee desires, provided that Lessee receives all required Approvals. Prior to commencing construction of the initial Improvements after the Effective Date, any additional Improvements or any Alterations, Lessee shall provide notice thereof to Lessor and shall submit to Lessor for its review and collaboration, and to the City of Fort Lauderdale, the County of Broward, and the State of Florida as applicable, for their

approval, all plans and specifications for construction on the Property by Lessee, including any Alteration of any Improvements by Lessee. All Improvements shall be constructed or Altered at no cost to Lessor, Lessor shall cooperate reasonably with Lessee in any matters relating to the demolition, Alteration or construction of the Improvements (whether now existing or built in the future), including joining in, consenting to, or making any commercially reasonable easement, covenant, restriction, or application for permit, at no charge to Lessor. Lessee's right to demolish any Improvements other than those existing on the Property as of the Commencement Date shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

Section C. Title to Improvements

1. LESSEE'S TITLE.

All Improvements, if any, existing as of the date of this Lease or constructed by Lessee during the Term shall be the property of Lessee in fee simple determinable, upon and subject to the terms hereof, until the expiration of the Term or sooner termination of this Lease.

2. TITLE TO PASS TO LESSOR.

Upon the expiration of the Term, the beneficial and legal ownership, interest and title under this Lease to all Improvements, except for the Revenue Control System, as then exist upon the Property, shall pass to and vest in Lessor absolutely, automatically and without further act by Lessor or Lessee, without payment therefore by Lessor. Lessee shall execute and deliver any and all instruments appropriate to: (1) transfer such title to, or to confirm vesting of such title in, Lessor, as Lessor shall reasonably deem necessary, in recordable form reasonably satisfactory to Lessor, provided that Lessee shall not be obligated to pay any transfer or recordation taxes or other charges associated therewith, if any; and (2) effectuate or confirm the release of record of any and all liens then of record and encumbering the Property and arising through Lessee or those claiming an interest in the Property through Lessee. In confirmation of the foregoing, upon Lease execution, Lessee shall execute and deliver into escrow a warranty deed transferring to Lessor title to the Improvements as they may exist upon the Property upon the expiration of the Term or sooner termination of this Lease free and clear of any and all liens.

Section D. Furnishings, Fixtures and Equipment

1. TITLE

All Furnishings, Fixtures and Equipment are and shall be, at all times throughout the Term and thereafter, the property of Lessee, unless abandoned on the Property at or following the expiration of the Term, in which event, at Lessor's option, they shall thereupon become the property of Lessor or shall be disposed of by Lessor at Lessee's sole cost and expense; provided, that, at the expiration of the Term, machinery, equipment and fixtures that are necessary to the proper functioning of the Improvements shall become the property of Lessor, excluding the Revenue Control System.

2. REMOVAL

At or prior to the expiration of the Term, any of the Furnishings, Fixtures and Equipment whether or not affixed to the Property, may be removed by the owner or lessee thereof, from the Property, free and clear of any claim by or through Lessor under this Lease, and Lessee shall repair any material damage caused by such removal. Nothing herein is intended to prevent Lessee from replacing machinery, equipment or fixtures to permit the proper functioning of the Improvements. Lessee shall select, operate, and maintain the Revenue Control System in the garage and have the right

to remove and retain such equipment at the expiration of the Term or sooner termination of the Lease. In no event shall Lessee be deemed to abandon its right, title and interest in the Revenue Control System.

Section E. Alterations

As between Lessor and Lessee, Lessee shall be responsible for the cost of all Alterations, if any, during the Term.

Section F. Plans and Drawings

Upon the expiration of the Term or sooner termination of this Lease, or the completion of construction of any material Improvements or any material Alterations, Lessee shall promptly provide to Lessor full "as-built" drawings, plans and specifications for the Property in AutoCAD format on CDs or DVDs, at no additional cost to Lessor, to the extent that Lessee is in good faith able to obtain such "as-builts" from its contractors. To the extent that it is not able to provide "as-built" drawings, plans and specifications, Lessee shall instead provide Lessor with the corresponding construction drawings, plans and specifications in AutoCAD format on CDs or DVDs.

ARTICLE 8. LIENS AND EASEMENTS

Section A. No Liens To Be Created or Suffered

Lessee shall not create, suffer to exist, permit to be created, or permit to remain, and shall promptly discharge, any lien, encumbrance, or charge against or upon the Property or Lessee's interest in or use or occupancy of the Property (levied on account of any Imposition or any mechanic's, laborer's, or materialman's lien or any mortgage, conditional sale, title retention agreement, security interest, chattel mortgage, or otherwise). If Lessee becomes aware of any lien or encumbrance on the Property that affects Lessor's interest therein or under this Lease, Lessee shall promptly notify Lessor thereof in writing, but failure so to notify shall not constitute an Event of Default under this Lease. Lessee shall not suffer any other matter or thing arising by or through Lessee whereby the estate, rights and interest of Lessor in any portion of the Property will be impaired; provided that any Imposition shall, after the same becomes a lien on the Property, be paid or contested in accordance with Article 5 and any mechanic's, laborer's, or materialman's lien shall be discharged (by payment, bonding off or other method permitted by law) in accordance with Section 8.B.

Section B. Discharge or Bond

If, because of any act or omission of Lessee or any person or entity claiming through Lessee, any mechanic's lien or other lien, charge or order for the payment of money is filed against Lessor's reversionary interest in the Property, Lessee shall, at its own cost and expense, cause such lien, charge or order to be discharged of record or bonded off within thirty (30) days after the filing thereof. Further, Lessee shall add Lessor to, and Lessor shall join in, at no cost to Lessor, any surety bond so as to guarantee payment of all liens and judgments against the Property. If any mechanic's or other lien is at any time filed against Lessor for work performed by or for Lessee or any person or entity claiming through Lessee, and Lessee fails to have the lien discharged in the same manner as provided above, or if Lessee desires to contest any such lien, Lessee shall furnish to Lessor security in the amount of the claim, together with all interest and penalties related thereto, which security shall be reasonably satisfactory to Lessor, or shall procure a bond of a reputable bonding company in such amount. The final, non-appealable judgment of any court of competent jurisdiction determining the validity and/or amount of any such lien shall be conclusive of such fact as between Lessor and Lessee.

Section C. Easements

Lessor shall from time to time upon the reasonable written request of Lessee execute and/or join in easements, licenses or similar grants of rights upon, over and under the Property for (i) the construction, installation, operation, maintenance, reconstruction, and use of roads, utilities, water, sewer, and such other services on and to the Property, and (ii) ingress and egress to and from the Property, in each case to the extent (i) Lessor's execution and/or joinder therein is reasonably required to make the applicable document lawfully enforceable, and (ii) such easement, license or grant is required or reasonably necessary to permit development and use of the Improvements in accordance with this Lease.

ARTICLE 9. SALE AND ASSIGNMENTS

Section A. Sale of Lessor's Interest

If Lessor sells or transfers the Property, such transfer shall be subject to this Lease, and the purchaser shall be responsible for the payment of all taxes and Impositions attributable to the value of the Property that would not have been payable had title to the Property remained in the United States. The Lessor shall deliver notice of such sale to Lessee.

Section B. Assignment Conditions

1. GENERAL

Only with the prior written consent of Lessor, Lessee shall have the right to assign all (but not less than all) of its interest in the Property and/or this Lease to a Qualified Transferee, but only to the extent not prohibited by and performed in compliance with the Anti-Assignment Acts or other Applicable Laws or regulations (including laws and regulations relating to suspension or debarment of government contractors). Without limitation of the foregoing, Lessee shall have the right without the consent of Lessor, and only to the extent not prohibited by the Anti-Assignment Acts or other Applicable Laws or regulations (including laws and regulations relating to suspension or debarment of government contractors): (1) to assign this Lease as permitted by Article 10; or (2) to assign its interest in this Lease to an Affiliate that is a single-purpose limited liability company with the same members and capital structure as Lessee for the purpose of facilitating the financing, development or construction of any Improvements, provided that such Affiliate agrees to be bound by this Lease, assumes substantially all of the liabilities of Lessee under this Lease. If this Lease is assigned, Lessee shall be released from liability for matters arising subsequent to the date of the assignment provided the assignment was valid and not prohibited by the Anti-Assignment Acts. No assignment shall be valid or have any force or effect either at law or in equity, or convey any interest in the Property, the Improvements or this Lease unless and until Lessee delivers to Lessor in form and content reasonably approved by Lessor:

- (1) a copy of the fully executed instrument of assignment; and
- (2) such documentary or other evidence as Lessor may reasonably require as evidence that (A) the assignment is duly authorized, executed and delivered on behalf of the assignee and Lessee, (B) assignee is duly qualified to do business under, and has complied with all applicable provisions of, all Applicable Laws and regulations of the State of Florida and of the United States relevant to the ownership of Lessee's leasehold interest hereunder and/or development of the Property in accordance with this Lease, and (C) Lessee remains primarily liable for the obligations of Lessee under this Lease as a principal and

not as a guarantor or surety for matters that arose prior to the effective date of the assignment. Lessor agrees to cooperate reasonably with respect to Lessee's exercise of its rights set forth in this paragraph.

2. ANTI-ASSIGNMENT ACT LIMITATIONS

To the extent that any intended assignment, non-disturbance agreement or any instrument to be executed by Lessor in connection therewith violates or is limited by the Anti-Assignment Acts or other Applicable Laws or regulations (including regulations relating to suspension or debarment of government contractors), Lessor agrees to cooperate with Lessee to avoid such violation or limitation (including waiver of the pertinent provisions of the Anti-Assignment Acts applicable thereto that are committed to the discretion of the Contracting Officer), but only to the extent the Contracting Officer deems such waiver(s) legal and proper. Nothing in this Article 9 shall require Lessor to take any action in violation of the Anti-Assignment Acts or other Applicable Laws or regulations (including regulations relating to suspension or debarment of government contractors).

3. NON-DISTURBANCE AGREEMENT

Provided that the foregoing conditions are satisfied with respect to any assignment, at the request of Lessee, Lessor shall enter into a non-disturbance agreement with the corresponding assignee, on terms and conditions reasonably acceptable to Lessor and Lessee, pursuant to which the rights of the assignee to use and occupy the Property and Improvements covered by such assignment pursuant to the terms and conditions of the assignment shall not be disturbed, except as expressly provided in such assignment.

Section C. Lessor's Access to Property and Improvements

During the Term, Lessor shall have the right from time to time to show the Property and Improvements during Lessee's normal business hours to any bona fide prospective purchaser of the Property and Improvements, or for the purpose of testing, inspecting or ascertaining their condition. Any such entry shall be coordinated in advance with Lessee, except in an Emergency Situation where immediate entry is required to prevent imminent injury to person or property and shall be subject to such reasonable procedures and limitations as Lessee shall prescribe.

ARTICLE 10. LEASEHOLD MORTGAGES

Intentionally Omitted.

Article 10A. Representation and Warranty

Lessee represents and warrants that there will be no leasehold mortgages on the Property and that it does not intend to encumber, mortgage or otherwise pledge its interest in the Property, other than as permitted by F.S.A. § 166.101, which permits the City to borrow money, contract loans, and issue bonds to finance the undertaking of any capital or other project and that it may pledge the funds, credit, property, and taxing power of the City for the payment of such debts, but that under no circumstances will the Property be subject to foreclosure.

ARTICLE 11. Insurance

Section A. Lessee's Property and Boiler & Machinery Coverage

Lessee at its sole expense shall procure and maintain in full force and effect during the entire Term of this Lease, all risk property and boiler and machinery coverage, including demolition, building ordinance coverage, earthquake, flood, and business income coverage on: (a) Improvements on the Property in an amount not less than the full cost of replacement thereof with like kind and quality sufficient to prevent operation of co-insurance limitations, as such amount may be adjusted from time to time, and as otherwise required, while the same remain in effect; and (b) all risk builders risk coverage for the building materials, supplies and equipment during construction of the Project. At least every two years Lessee shall from time to time, or upon request by Lessor, notify Lessor of the amount that a qualified appraiser selected by Lessee and reasonably acceptable to Lessor, reasonably deems to be the full insurance cost of replacement thereof with like kind and quality. If Lessee so elects, such insurance may provide for a "deductible" in an amount up to the amount customarily provided in insurance carried by Lessee and agreed to by Lessor. All of Lessee's insurance policies (except for business interruption insurance) shall be endorsed to name Lessor as a loss payee as an additional insured.

Section B. Lessee's Casualty Self- Insurance Coverage

Lessee acknowledges, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that it is insured or self-insured for tort liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

Lessee is a qualified self-insured for workers' compensation coverage afforded per Chapter 440, Florida Statutes, and in compliance with all applicable State and Federal workers' compensation laws, including the Jones Act. Lessee agrees to waive all subrogation rights against the Lessor for all losses or damages.

Section C. Policies and Certificates

All policies required under this Lease shall be effected under valid and enforceable policies, issued by responsible insurers licensed to do business in the State of Florida of recognized responsibility that hold a Best's rating of A-VII or greater. Lessee shall from time to time deliver to Lessor and to any other named insured hereunder who so requests copies of policies or certificates of insurance showing that such policies are in effect. All policies providing for "deductibles" may permit one or more of the named insureds to assume the right to defend or adjust claims that reasonably appear to be susceptible of settlement or final resolution within the limits of the deductible. The coverage provided by such policies shall not be limited, reduced or diminished by virtue of the waiver contained in Section 11.E. Should Lessee fail to acquire, maintain or renew any insurance required to be maintained by it under this Article 11, or to pay the premium therefor, then Lessor, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure any such insurance shall be forthwith repaid upon demand with interest at the Default Rate. Lessee shall obtain written agreements from each insurer under policies required to be maintained by them, to notify all additional insureds and loss payees named thereunder at least ten (10) days prior to cancellation.

Section E. Subrogation Waiver

All risk property, and boiler and machinery insurance policy or policies shall provide that the insurance company waives all rights of recovery by way of subrogation against Lessor or Lessee.

Section F. Lessee Hold Harmless and Indemnification of Lessor

Except as otherwise provided in Section 2.C, Lessee shall hold harmless and indemnify Lessor from and against any bodily injury and/or property damage arising during the Term out of the construction of the Improvements or the use and occupancy of the Property and/or the Improvements, except to the extent arising out of any negligent or willful act or omission of Lessor.

Section G. Lessee Insurance During Construction of Improvements

The City shall obtain and maintain for the entire life of the Ground Lease, in addition to any insurance required by law, the insurance requirement(s) as set forth below:

INSURANCE. The City shall cause its contractor(s), without expense to the Lessor, to obtain and maintain in full force and effect for the duration of the construction of the improvements hereof, at least \$5,000,000.00 in comprehensive general public liability and property damage insurance policies to cover claims arising from or relating to the contractor's operations that cause damage to persons or property; such insurance shall name the United States as an additional insured and not allow the insurer any right of subrogation against the United States.

ARTICLE 12. MAINTENANCE AND REPAIRS; CASUALTY

Section A. Maintenance and Repair

Lessee shall not cause, permit, commit, or suffer any waste to the Property or to any Improvements, and shall maintain such Property and Improvements in good, clean and safe condition at least equivalent to the standard exemplified by similar buildings (based upon age, size and use) in the vicinity of the Property, as such standard may evolve over the Term, in all cases excepting casualty and normal wear and tear. Lessee shall promptly and diligently make or cause to be made all repairs or replacements of any kind or nature whatsoever required to maintain the Property and the Improvements in good, clean and safe condition, which shall be of good workmanship and material. The foregoing shall in no way limit the ability of Lessee to excavate the Property (subject to receipt of all applicable Permits), construct the Improvements or demolish the Improvements from time to time nor impose any obligation on Lessee to restore any Improvements after a casualty, except as otherwise provided in this Lease. Lessor shall have no obligation to furnish any services, utilities or facilities whatsoever to the Property or the Improvements. Lessor shall have no duty or obligation to make any Alteration, change, improvement, replacement, restoration, rehabilitation, or repair to, or to demolish any part of, the Property or the Improvements, and Lessee shall assume sole responsibility for the condition, operation, repair, Alteration, improvement, replacement, rehabilitation, maintenance, and management of the Property and the Improvements during the Term.

Section B. Effect of Casualty on Lease

Except as otherwise expressly provided in Section 12.C, no destruction or damage to the Property, the Improvements or any part thereof by fire, flood, windstorm, or other casualty or hazard shall terminate this Lease, or any provision thereof, or cause any rebate or abatement in any amount due to be paid by Lessee under this Lease then due or thereafter becoming due under the terms of this Lease. The proceeds of any award with respect to fire or casualty insurance (but not any award

with respect to business interruption or similar insurance) shall be deposited with an account controlled by a Leasehold Mortgagee (or, if there is no Leasehold Mortgage, a separate account established by Lessee for the benefit of the Project) and applied solely to pay the cost of repair or restoration, as the work progresses; provided, however, that a Leasehold Mortgagee may require that such proceeds shall not be disbursed unless there are sufficient sums available to complete the repair or restoration pursuant to this Lease. Upon completion of such repair or restoration, any remaining fire and casualty insurance proceeds shall be payable to Lessee.

Section C. Restoration of Improvements following Casualty, Etc.

In the event of damage or destruction to the Improvements, or any part thereof, by fire, flood, windstorm, or other casualty or hazard at any time during the Term, Lessee, at its sole cost and expense, shall promptly make the Improvements and the Property safe and in compliance with all Applicable Laws and, unless this Lease is terminated as hereinafter provided, shall promptly commence to restore or repair the Improvements. During the last two (2) years of the Term, if pursuant to this Article Lessee becomes obligated to make or install any repairs, restorations, Alterations, additions, or improvements to the Property or the Improvements (including by reason of any casualty) with an actual useful life in excess of the then remaining Term, then Lessee shall notify Lessor of such repairs, restorations, Alterations, additions, or improvements and Lessee shall be obligated to pay for the portion of the reasonable cost equal to the ratio (expressed as a percentage) that the then remaining number of Lease Years (or fractional portion thereof) in the Term bears to the actual useful life of such repairs, restorations, Alterations, additions, or improvements. Lessee's notice shall state the itemized cost and useful life of the item, and Lessor's balance as described in clause (ii), below, and shall inform Lessor of its option in the next sentence. Within sixty (60) days after Lessee gives such notice, Lessor shall elect, at its option, by notice to Lessee either to (i) waive Lessee's obligation to make such repairs, restorations, Alterations, additions, or improvements to the extent that the basic integrity of the Improvements' structures and systems will not be adversely affected and the cost thereof exceeds the available insurance proceeds and Capital Maintenance Reserve, or (ii) be obligated to pay for the balance of the cost of such repairs, restorations, Alterations, additions, or improvements in excess of available insurance proceeds and Capital Maintenance Reserve. In the event Lessor does not give said notice, Lessor shall be deemed to have elected option (i). In the event of damage to all or substantially all of the Improvements resulting from a casualty loss and Lessor's election to waive Lessee's obligation to restore the Improvements, Lessee shall terminate (unless otherwise directed by Lessor in its sole discretion), demolish any existing Improvements that were subject to the damage or destruction, make the Property safe and in compliance with all Applicable Laws, and deliver the Property back to Lessor, at Lessor's sole option, as a paved parking lot or open green space. Once the Property has been paved or turned into open green space, Lessee may terminate this Lease by providing written notice to Lessor and paying to Lessor the funds in the Capital Maintenance Reserve and any and all insurance proceeds not otherwise required to be paid to the Leasehold Mortgagee. Such termination shall be effective on the date Lessee delivers the Property back to Lessor as a paved parking lot or open green space and makes the required payments to Lessor. Lessee shall continue to be obligated to pay Rent without any rebate, abatement or apportionment until the effective date of the Lease termination. Notwithstanding the foregoing, Lessee shall not have the right to terminate this Lease if the act or omission of Lessee or any invitee, agent, employee, assignee, contractor, client, licensee, customer, or guest of Lessee shall have caused the damage or destruction.

Section D. Express Agreement Governing Damage or Destruction

The provisions of this Article 12 shall be considered an express agreement governing any case

of damage or destruction of the Improvements by fire or other casualty, and any law now or hereafter in force that is inconsistent with the provisions of this Article 12 shall have no application.

ARTICLE 13. [RESERVED]

ARTICLE 14. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS

Section A. Compliance with Laws

Lessee shall comply at its sole cost and expense with: (1) all covenants, conditions and restrictions of record and with the terms, provisions and conditions of all grants or reservations of any dominant or servient easements affecting the Property; (2) any Applicable Law, rule, order, regulation, or ordinance, including any applicable local building, zoning, fire, and health codes and ordinances, applicable to the Property or the Improvements, or the use or occupancy thereof; and (3) all applicable Permits. Lessee shall, promptly upon discovery of any use or occupancy in material violation of any of the foregoing, notify Lessor in writing of the same and take all necessary steps to compel the discontinuance of such use or occupancy including, if necessary, the eviction of any occupant.

Section B. Compliance with Insurance Requirements

Lessee shall comply at all times with the requirements of all of its insurance policies at any time in force with respect to the Property or the Improvements so as to maintain such policies in full force and effect.

ARTICLE 15. DEFAULT

Section A. Events of Default

It shall constitute an Event of Default by Lessee if: Lessee fails to perform any of its obligations under this Lease within the time permitted, and such failure is not cured (1) in the case of a monetary default, within fifteen (15) days after Lessor gives Lessee notice of such default, and (2) in the case of a non-monetary default, within sixty (60) days after Lessor gives Lessee notice of such default; provided, that no Event of Default shall be deemed to have occurred pursuant to this clause (2) if such default cannot with due diligence and good faith be cured within such sixty (60) day period, and Lessee commences within such sixty (60) day period and thereafter proceeds continuously and with due diligence and in good faith to cure such failure.

Section B. Damages; Measure of Damages

Upon the occurrence of an Event of Default, Lessee shall be liable for all direct damages sustained by Lessor in accordance with Applicable Laws. Lessee shall not be liable for special, indirect, consequential, exemplary or punitive damages.

Section C. Remedies

Upon an Event of Default by Lessee, Lessor shall have the right to seek an injunction, specific performance, a writ of restitution, and other non-monetary remedies to compel performance of Lessee's obligations or prevent continued violation by Lessee of any provision of this Lease. Lessor hereby agrees not to exercise its remedies for any non-monetary Event of Default in such manner as will preclude a cure of or deprive the Mortgagee or Bondholder Representative of the right to cure,

such non-monetary Event of Default by the Mortgagee or Bondholder Representative within the applicable notice and cure period afforded to the Mortgagee or Bondholder Representative pursuant to Article 10. Further, Lessor agrees not to exercise its remedy, or seek its legal right to terminate this Lease in the event of a non-monetary default.

Section D. Waiver of Jury Trial

IN CONSIDERATION OF THE RECIPROCAL WAIVER GRANTED BY THE OTHER PARTY PURSUANT TO THIS SECTION 15.D, EACH OF LESSOR AND LESSEE HEREBY (I) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (II) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH RESPECT TO EACH AND EVERY ACTION, CLAIM, COUNTERCLAIM, PROCEEDING, OR SUIT IN WHICH LESSOR AND LESSEE ARE ADVERSE PARTIES OR TAKE ADVERSE POSITIONS. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE, INCLUDING, BUT NOT LIMITED TO, ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LESSOR OR LESSEE ON, OR IN RESPECT OF, ANY MATTER OR CLAIM WHATSOEVER, WHETHER SOUNDING IN TORT OR CONTRACT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR THIS LEASE (INCLUDING, BUT NOT LIMITED TO, ANY CHALLENGE TO THE VALIDITY AND/OR EFFECTIVENESS OF THE LEASE IN WHICH THIS JURY TRIAL WAIVER APPEARS OR TO THE VALIDITY OR EFFECTIVENESS OF THIS JURY TRIAL WAIVER, WHETHER BY CLAIM OR FRAUD IN THE FACTUM OR IN THE INDUCEMENT, INTENTIONAL OR NEGLIGENT MISREPRESENTATION, DECEIT, OR OTHERWISE), THE RELATIONSHIP OF LESSOR AND LESSEE HEREUNDER, AND/OR ANY CLAIM OF PERSONAL OR PROPERTY INJURY OR DAMAGE, OR ANY STATUTORY REMEDY. EACH PARTY HERETO IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS JURY TRIAL WAIVER TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES HERETO, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE HEREIN CONTAINED WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH OF LESSOR AND LESSEE HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY HERETO (NOR THEIR RESPECTIVE COUNSEL) HAS REPRESENTED TO THE OTHER, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. BY INITIALING WHERE INDICATED BELOW, LESSOR AND LESSEE EACH ACKNOWLEDGE THAT (I) THEY ARE FULLY AWARE OF THE EXISTENCE OF THIS JURY TRIAL WAIVER, (II) THEY HAVE READ AND FULLY REVIEWED THIS JURY TRIAL WAIVER, (III) THEY HAVE HAD A REASONABLE OPPORTUNITY TO REVIEW THIS JURY TRIAL WAIVER WITH COUNSEL OF THEIR RESPECTIVE CHOICE, AND (IV) THIS JURY TRIAL WAIVER CONSTITUTES AN INDEPENDENT AGREEMENT AND COVENANT OF LESSOR AND LESSEE THAT SHALL SURVIVE (A) THE INVALIDATION OF ALL OR ANY PORTION OF THE REMAINDER OF THE LEASE IN WHICH THIS JURY TRIAL WAIVER APPEARS, OR (B) THE EXPIRATION OR SOONER TERMINATION OF THE LEASE IN WHICH THIS JURY TRIAL WAIVER APPEARS.

LESSOR'S INITIALS 

LESSEE'S INITIALS _____

Section E. Remedies Cumulative

Subject to Sections 10.G.2 and 15.C, each right or remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law, in equity, by statute, or otherwise and the exercise or the beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity, by statute, or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity.

Section F. No Waiver

No failure by Lessor to insist upon the strict performance of Lessee's obligations under this Lease, or to exercise any right or remedy consequent upon any Event of Default, and no acceptance by Lessor of full or partial payment of any obligation during the continuance of any Event of Default, shall constitute a waiver of any provision of this Lease. No waiver of any Event of Default shall affect or alter this Lease, but each and every provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Event of Default.

ARTICLE 16. SURRENDER

Immediately upon the last day of the Term or earlier termination of this Lease, or as soon thereafter as is practicable, with or without Lessor's request, Lessee shall surrender and deliver up to Lessor (1) fee simple absolute title in and to any Improvements, except for the Revenue Control System retained by Lessee, in their then "as-is" "where-is" "with all faults" condition; and (2) all of Lessee's rights under this Lease in and to the Property, other than those terms and provisions that by their terms expressly survive the expiration or earlier termination of this Lease. Lessee shall also execute and deliver to Lessor such instruments as are required by Section 7.C.2. LESSEE HEREBY WAIVES ANY AND ALL NOTICES TO CURE OR VACATE OR TO QUIT THE PROPERTY NOW OR HEREAFTER REQUIRED BY APPLICABLE LAW THAT ARE APPLICABLE TO THE SURRENDER OF THE PROPERTY UPON THE EXPIRATION OF THE TERM OR, SUBJECT TO THE RIGHTS OF LESSEE OR BONDHOLDER REPRESENTATIVES TO RECEIVE NOTICES OF DEFAULT AND OPPORTUNITY TO CURE SUCH DEFAULTS AS PROVIDED ELSEWHERE HEREIN, THE EARLIER TERMINATION OF THIS LEASE.

ARTICLE 17. REPRESENTATIONS AND WARRANTIES

Section A. Lessor's Representations and Warranties

Lessor hereby makes the following representations and warranties, solely for the benefit of Lessee and each Mortgagee or Bondholder Representative, as of the date of execution of this Lease:

1. Lessor has full power and authority to enter into this Lease on behalf of the United States of America. The person executing this Lease on behalf of Lessor has the full right, power and authority to execute and deliver this Lease as Lessor's act and deed and to bind Lessor hereto. The General Services Administration is a valid and existing agency of the United States of America and Lessor, acting by and through the Administrator of General Services, has full power and authority, and has obtained all necessary authorizations and consents, to enter into and perform its obligations under this Lease.

2. This Lease is a legal, valid and binding obligation of the United States of America, enforceable against the United States of America in accordance with its terms.
3. The execution and delivery of this Lease by Lessor will not result in a breach of the terms or provisions of, or constitute a default (or a condition that, upon notice or lapse of time, or both, could constitute a default) under its authorizing legislation or any agreement or obligation by which Lessor is bound, and will not constitute a violation of any law, order, rule, or regulation applicable to Lessor.

Section B. Lessee's Representations and Warranties

Lessee hereby makes the following representations and warranties, solely for the benefit of Lessor and any Mortgagee or Bondholder Representative, as of the date of execution of this Lease:

1. The persons executing this Lease on behalf of Lessee have the full right, power and authority to execute and deliver this Lease as Lessee's act and deed and to bind Lessee hereto. Lessee has the full right, power and authority, and has obtained all necessary authorizations and consents, to enter into and perform its obligations under this Lease.
2. This Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.
3. The execution and delivery of this Lease by Lessee will not result in a breach of the terms or provisions of, or constitute a default (or a condition that, upon notice or lapse of time, or both, could constitute a default) under its organizational documents or any indenture, agreement or obligation by which Lessee is bound, and will not constitute a violation of any law, order, rule, or regulation applicable to Lessee.
4. No litigation is being threatened or prosecuted against Lessee that might impair Lessee's ability to execute and deliver this Lease or perform any of its obligations hereunder.

ARTICLE 18. MISCELLANEOUS

Section A. Choice of Law

The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Florida, shall govern the interpretation, construction and validity of this Lease, regardless of any principles of choice or conflicts of laws.

Section B. Quiet Enjoyment

Lessee, upon performing all of its covenants in this Lease, and subject to the accuracy of its representations and warranties contained in this Lease, shall quietly have and enjoy the Property during the Term, without hindrance by Lessor or any party claiming rights on behalf of or through Lessor, subject in all events to the terms and conditions set forth herein.

Section C. Brokers

Lessee and Lessor each hereby represents and warrants to the other that such party has not engaged or dealt with any broker in connection with the negotiation and execution of this Lease or the leasing of the Property to Lessee.

Section D. Severability

If one or more provision of this Lease shall be held to be invalid, illegal or unenforceable in any respect or with respect to any party, such invalidity, illegality or unenforceability shall not, to the fullest extent permitted by Applicable Laws, invalidate, render illegal or render unenforceable such provision with respect to the other party or any other provision of this Lease. If any provision of this Lease is held to be invalid, illegal or unenforceable and the waiver in the immediately preceding sentence is ineffective to eliminate such invalidity, illegality or unenforceability, Lessor and Lessee shall negotiate in good faith to modify this Lease so that the intent and goal of the invalid, illegal or unenforceable provision is reflected herein.

Section E. Notices

Subject to the further requirements of Section 10.C, if applicable, all notices, payments, objections, consents, approvals, demands, submissions, deliveries, requests, and other communications pursuant to or in connection with this Lease shall be in writing and shall be deemed given upon delivery with a written receipt (or upon refusal of delivery or receipt or inability, as evidenced in writing, to deliver at the last known address provided by the addressee pursuant to this Section 18.E) at the appropriate address indicated below either: (1) by registered or certified United States mail, return receipt requested, postage prepaid; or (2) by hand; or (3) by a nationally recognized overnight delivery service; or (4) by any other method agreed upon by Lessor and Lessee:

If to Lessor:

Regional Commissioner
U.S. General Services Administration,
Public Buildings Service
Southeast Sunbelt Region
77 Forsyth St. SW
Suite G40
Atlanta, GA 30303

Rafael A. Mendez, Building Manager
U.S. General Services Administration
Public Buildings Service,
Gulf Coast Service Center, Florida South Field Office
51 SW First Avenue, Suite 423
Miami, FL 33130

U.S. General Services Administration
Public Buildings Service
Attn: Outleasing
77 Forsyth Street SW
Atlanta, GA 30303

With a copy to:

The Office of the General Counsel
U.S. General Services Administration
Office of General Counsel / Southeast Sunbelt Division (LD4)
1st Floor
77 Forsyth St. SW

Atlanta, GA 30303

If to Lessee:

City of Fort Lauderdale
Attn: City Manager
101 N.E. Third Avenue,
Suite 2100
Fort Lauderdale, FL 33301

AND TO:

City of Fort Lauderdale
Attn: Transportation and
Mobility Director
290 NE Third Avenue
Fort Lauderdale, FL 33301

With a copy to:

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

Lessor or Lessee may change its address(es) for communications and copies to any address(es) within the continental United States by a notice given to the other party to this Lease and, in the case of Lessor, to all Mortgagees or Bondholder Representatives, if any. Any Mortgagee or Bondholder Representative, by a notice to Lessor, may change to any address in the continental United States the Mortgagee's address for communications and copies given by Lessor.

Section F. Counterpart Originals

This Lease may be executed in two or more original counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same original agreement.

Section G. Covenants to Run with the Property

Each of the terms, covenants, agreements, provisions, conditions, and limitations in this Lease shall be construed as covenants running with the land constituting the Property for so long as this Lease remains in effect and shall bind and inure to the benefit of each of Lessor and Lessee and their respective permitted successors in interest and permitted assigns.

Section H. No Merger of Estates

The fee title of Lessor and the leasehold estate of Lessee shall at all times be separate and apart, and shall in no event be merged, whether or not this Lease or the leasehold estate created by this Lease, or any interest in either, is held directly or indirectly by or for the account of the owner of the fee estate in the Property or any portion thereof, and no such merger of estates shall occur by operation of law or otherwise, unless and until all persons or entities at the time having any recorded

interest in the fee estate, the Lease or the leasehold estate, including any Mortgagee, shall join in the execution of a written instrument effecting such merger of estates.

Section I. Memorandum of Lease.

Promptly after the execution of this Lease, Lessor and Lessee shall execute and record among the land records of the City of Fort Lauderdale an appropriate Memorandum of Lease giving record notice of this Lease and the rights and interests of the parties hereunder.

Section J. Entire Agreement; Amendments

This Lease and the Memorandum of Lease of even date herewith contain the entire agreement between Lessor and Lessee relating to the Property and the Improvements as of the date hereof. In addition to any applicable requirements of Section 10.E, no amendment, modification, release, surrender, or discharge of this Lease shall be of any force or effect except by an agreement in writing signed by Lessor and Lessee.

Section K. Captions; Construction

The captions in this Lease are for convenience of reference only and shall have no force or effect whatsoever in construing or interpreting this Lease. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

Section L. Cross-References

All references in this Lease to Paragraphs, sentences, Sections, Articles, or Exhibits are references to Paragraphs, sentences, Sections and Articles in, or Exhibits attached to, this Lease, unless expressly indicated otherwise.

Section M. Time of the Essence

Time is of the essence with respect to each covenant and condition in this Lease.

Section N. Lease Status Reports

Lessor and Lessee hereby agree that within thirty (30) days after receipt of a written request from the other party or from any Mortgagee or New Lessee, it shall execute, acknowledge and deliver a certificate certifying: (1) that this Lease has not been modified and is in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications); (2) the date to which Rent and other amounts payable under this Lease have been paid; and (3) whether or not, to the knowledge of the party executing such certificate, there are then any uncured defaults or Events of Default under this Lease (and if so, specifying the same). Lessee acknowledges that such certificates issued by Lessor preclude Lessee and any Mortgagee from relying on them. The City Manager, or his authorized designee, shall have the delegated authority to respond to and execute and deliver the response to this written request.

Section O. No Partnership

Nothing in this Lease shall be deemed or construed to create a partnership or joint venture between Lessor and Lessee, or to create any relationship between Lessor and Lessee other than that of landlord and tenant.

Section P. Successors and Assigns

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Subject to any provisions of this Lease restricting assignment, this Lease shall be binding upon and inure to the benefit of Lessor, Lessee and their respective successors and assigns.

Section Q. Officials Not to Benefit

No member or delegate to Congress or officer or employee of the United States Government shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; provided, however, that this provision shall not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly-held corporation or other entity, if this Lease is for the general benefit of such corporation or other entity.

Section R. Contra Proferentum Provision

The language of this Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties as Lessor and Lessee.

Section S. Equal Employment Opportunity

In compliance with Executive Order No. 11246, Lessee (referred to below as the "Contractor") agrees to comply with the following in connection with the performance of its obligations under this Lease (referred to below as the "contract"):

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11), below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 C.F.R. § 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, disability, age, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) layoff or termination, (v) rates of pay or other forms of compensation, and (vi) selection of training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explains this clause.
- (4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, creed, color, religion, sex, disability, age, or national origin.

- (5) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 C.F.R. part 60-1. Unless the Contractor has filed within the twelve (12) months preceding the date of contract award, the Contractor shall, within thirty (30) days after contract award, apply to either the regional Office of Federal Contract Compliance Programs ("OFCCP") or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its books, records and accounts by the contracting agency or OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation or order of the Secretary of Labor, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 C.F.R. § 60-1.1.

For purposes of the foregoing, "Contracting Officer" means Lessor's contracting officer in respect of this Lease.

Section T. Disputes.

Subject to Section 18.S hereof, in the event of any disputes under this Lease, Lessor and Lessee shall follow the procedures under the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 601-613, and the regulations set forth at 48 C.F.R. § 52.233-1, as the same may be amended from time to time.

Section U. Covenant Against Contingent Fees.

The provisions of 48 C.F.R. § 552.203-5 (Covenant against Contingent Fees), as in effect as of the Commencement Date and as the same may be amended from time to time throughout the Term, are hereby incorporated into this Lease. Lessee (referred to below as the "Contractor") agrees to comply with the following in connection with the performance of its obligations under this Lease (referred to below as the "contract"):

Covenant Against Contingent Fees (FEB 1990)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to

induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

Section V. Anti-Kickback Procedures.

The provisions of 48 C.F.R. § 52.203-7 (Anti-Kickback Procedures), as in effect as of the Commencement Date and as the same may be amended from time to time throughout the Term, are hereby incorporated into this Lease. Tenant (referred to below as the "Contractor") agrees to comply with the following in connection with the performance of its obligations under this Lease (referred to below as the "contract"):

Anti-Kickback Procedures (JUL 1995)

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. §§ 51–58), prohibits any person from—
 - (1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

Section W. Drug-Free Workplace.

The provisions of 48 C.F.R. § 52.223-6 (Drug-Free Workplace), as in effect as of the Commencement Date and as the same may be amended from time to time throughout the Term, are hereby incorporated into this Lease. Lessee (referred to below as the "Contractor") agrees to comply with the following in connection with the performance of its obligations under this Lease (referred to below as the "contract"):

Drug-Free Workplace (MAY 2001)

(a) *Definitions.* As used in this clause—

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 C.F.R. §§ 1308.11–1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

Section X. Survival.

Sections 2.C, 7.C, 7.D, 10.E, 11.F, 15.B, 15.C, 15.D, 15.E, 16, 18.H, and 18.T shall survive the expiration or earlier termination of this Lease.

Section Y. National Defense Authorization Act Subsection 889 (a)(1)(B)

The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 {Pub.L.115-232}, as such provisions may be revised from time to time, are hereby incorporated in this Agreement by this reference, as if set forth in full. In confirmation thereof, the Grantee has provided the following Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment:

(1) The Grantee represents that it DOES NOT provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Grantee represents that it DOES NOT use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

* * *

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date last written below ("Execution Date").

[signatures appear on the following page]

LESSOR:

UNITED STATES OF AMERICA, acting by and
through the ADMINISTRATOR OF GENERAL
SERVICES and authorized representatives

WITNESSES:

By: Jeffrey Smith
Jeffrey Smith
Regional Commissioner/Head of Contracting Activity
Southeast Sunbelt Division (R4)



R. J. Overton
Signature

JAHMAL OVERTON
[Witness type or print name]

Kristine L. Carson
Signature
Kristine L. Carson
[Witness type or print name]

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25th day of April, 2025, by Jeffrey Smith, Regional Commissioner/Head of Contracting Activity for the U.S. General Services Administration, Public Buildings Service, Southeast Sunbelt Division, an executive agency of the United States, with its principal place of business in Atlanta, GA. He is personally known to me or has produced GA D/L as identification.

Venessa Cratic-Dillard
Notary Public, State of Georgia

Venessa Cratic-Dillard
Name of Notary Typed, Printed or Stamped

LESSEE:

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

WITNESSES:

[Signature]
Signature

Rebecca Kellam
[Witness type or print name]

By: Rickelle Williams
Rickelle Williams, City Manager

[Signature]
Signature
Gina Rizzuti-Smith
[Witness type or print name]

ATTEST:

[Signature]
David R. Solomon, City Clerk



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

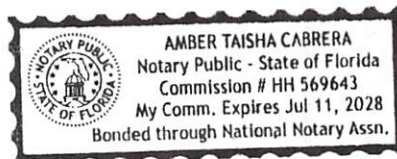
By: [Signature]
Lynn Solomon, Esq.
Assistant City Attorney

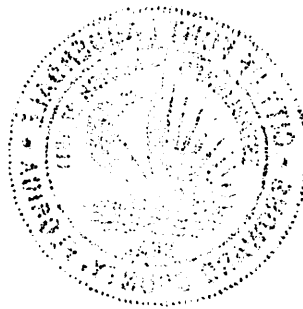
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 9 day of May, 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. She is ☒ personally
known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped





UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20090
FEDERAL LAND MANAGEMENT POLICY STATEMENT
The Department of the Interior, Bureau of Land Management, is committed to the protection and management of the public lands and resources under its jurisdiction. This commitment is reflected in the Federal Land Management Policy Statement, which provides the guiding principles for the Bureau's actions. The statement is based on the following principles:

EXHIBIT A

Legal Description and Graphic Depiction of the Property

FOR:

BRASFIELD GORRIE

LEGAL DESCRIPTION OF:

PARKING GARAGE LEASE AREA

U.S. FEDERAL COURTHOUSE

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

NOTES:

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
3. THIS LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORIZED BY CRAVEN THOMPSON & ASSOCIATES, INC. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
4. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON, FOR MORE INFORMATION SEE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
6. THE BEARINGS SHOWN HEREON ARE BASED ON ARE BASED ON ASSUMED LINE, BEARING N02°10'06"W ALONG THE CENTERLINE OF SOUTHEAST 3RD AVENUE (VALENTINE AVENUE).
7. SEE SHEET 3 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271
Digitally signed
by Richard G.
Crawford JR.
Date: 2024.07.25

THIS SKETCH AND DESCRIPTION DOES NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A LEGAL ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.001-17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTAFLE02\SURVEY_PROJECTS\PROJECTS\2022\22-0016-001-01 US COURTHOUSE FORT LAUDERDALE\DRAWINGS\SKETCH_AND_DESC\22-0016-FPL UE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2024

JOB NO.: 22-0016-001-02	SHEET 1 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATE: 07/22/2024

LEGAL DESCRIPTION OF
PARKING GARAGE LEASE AREA
U.S. FEDERAL COURTHOUSE
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: PARKING GARAGE LEASE AREA

A PORTION OF PARCEL "A", "REAMENDED PLAT OF BLOCK 3 LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°29'34" WEST, A DISTANCE OF 255.80 FEET;

THENCE NORTH 88°26'54" EAST, A DISTANCE OF 112.00 FEET TO A POINT ON A LINE 10 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 75 FEET OF SAID PARCEL "A";

THENCE SOUTH 01°29'50" EAST ALONG SAID PARCEL "A", A DISTANCE OF 225.80 FEET;

THENCE SOUTH 88°26'54" WEST, A DISTANCE OF 51.17 FEET;

THENCE SOUTH 01°29'34" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A";

THENCE SOUTH 88°26'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.83 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 27,115.02 SQUARE FEET, (0.6225 ACRES), MORE OR LESS.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2022\22-0016-001-01 US COURTHOUSE FORT LAUDERDALE\DRAWINGS\SKETCH_AND_DESC\22-0016-FPL UE.DWG



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ENGINEERS • PLANNERS • SURVEYOR'S
3503 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
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JOB NO.: 22-0016-001-02	SHEET 2 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED 07/25/2024

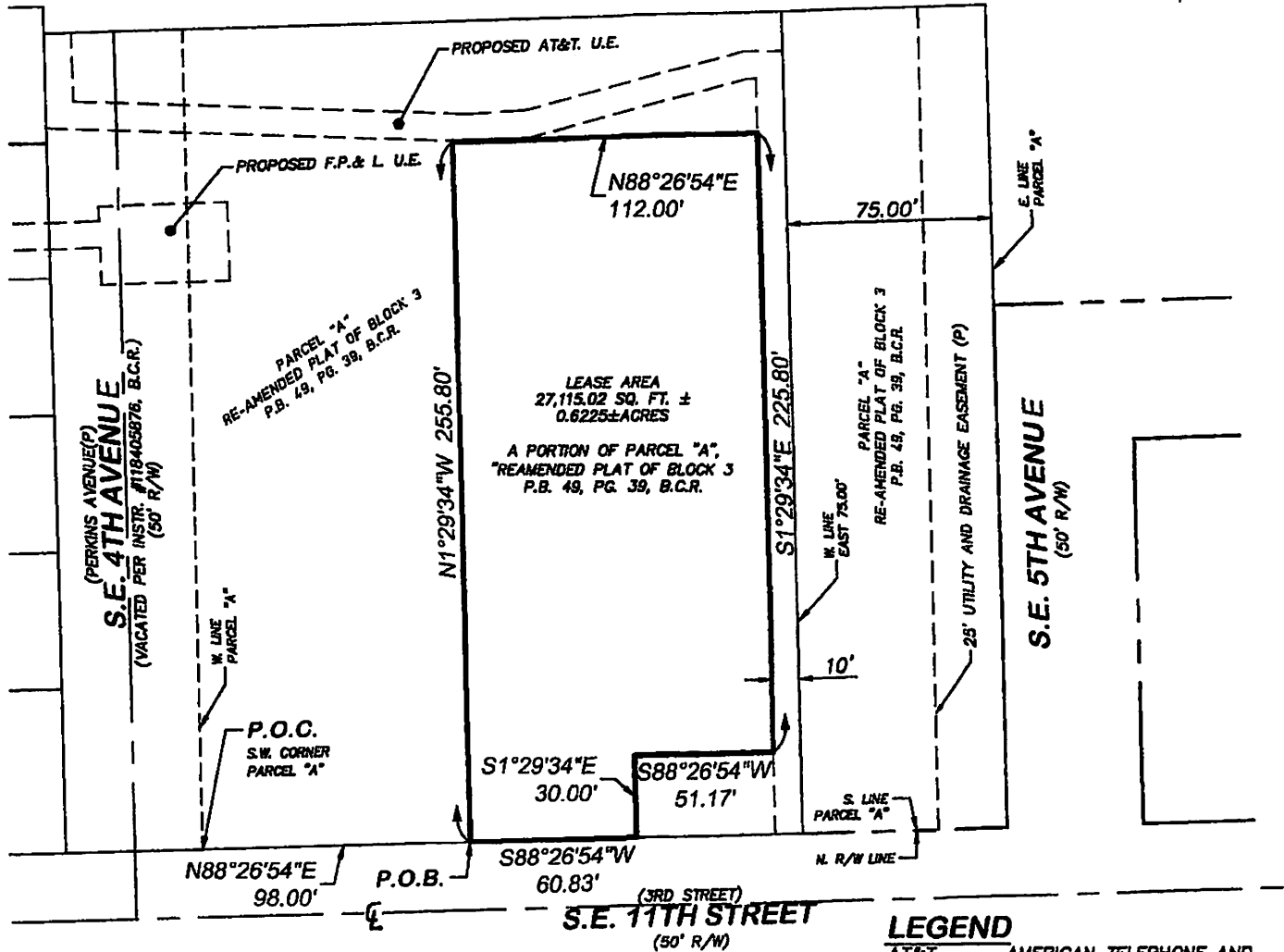
SKETCH OF DESCRIPTION

PARKING GARAGE LEASE AREA

U.S. FEDERAL COURTHOUSE

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

TARPON RIVER



LEGEND

AT&T	AMERICAN TELEPHONE AND TELEGRAPH
B.C.R.	BROWARD COUNTY RECORDS
F.P. & L	FLORIDA, POWER & LIGHT
M.D.C.R.	MIAMI-DADE COUNTY RECORDS
O.R.B.	OFFICIAL RECORD BOOK
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P.O.C.	POINT OF COMMENCEMENT
PG.	PAGE
R/W	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
	BREAK IN LINE SCALE

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2022\22-0016-001-01 US COURTHOUSE FORT LAUDERDALE\DRAWINGS\SKETCH_AND_DESC\22-0016-FPL UE.DWG

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JOB NO.: 22-0016-001-02	SHEET 3 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATE: 07/22/2024

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the _____ day of _____, 2025, by and between the United States of America, acting by and through the Administrator of General Services and authorized representatives ("Lessor"), and the City of Fort Lauderdale, a Florida municipal corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Ground Lease effective June 2, 2025¹, (the "Lease"), and Lessor and Lessee desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Lease and certain terms thereof;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged, Lessor has demised and let to Lessee, and Lessee has taken and hired from Lessor, the Property (the "Property"), as further described in the sketch and legal description attached hereto as **Exhibit A**, in the City of Fort Lauderdale, FL, together with certain rights and appurtenances as described more particularly in the Lease, and upon the terms and conditions specified in the Lease.

1. Term. The term of the Lease shall commence on the Commencement Date, which is the date a Certificate of Occupancy is issued by the governing authority for the Improvements, and shall end at midnight on the date that is exactly thirty (30) years after the Commencement Date; provided, however, that in no event shall the term of the Lease exceed thirty years after the Commencement Date, unless otherwise mutually agreed by the Parties, subject to the further terms, covenants and conditions of the Lease.

2. Assignments, Subleases and Leasehold Mortgages. Certain provisions of the Lease prohibit or otherwise limit certain assignments and subleases (all of which are defined in the Lease).

3. Incorporation of Lease. All of the terms, conditions, provisions, representations and warranties, and covenants of the Lease are incorporated in this Memorandum by reference as though set forth in their entirety herein, and the Lease and this Memorandum shall be deemed to constitute but a single instrument. The provisions of this Memorandum are solely for the purpose of giving notice to third parties of Lessee's interest in the Property, shall not be deemed to add to, modify or limit the provisions of the Lease, and shall be of no force or effect whatsoever in construing the Lease.

¹ "Effective Date" means the later of date first written above or the date the Property is clear of all machinery, equipment, supplies materials and debris.

IN WITNESS WHEREOF, on the date first above written, Lessor and Lessee have caused this Memorandum to be executed on their behalf.

LESSOR:
UNITED STATES OF AMERICA, acting by and
through the ADMINISTRATOR OF GENERAL
SERVICES and authorized representatives

WITNESSES:

By: Jeffrey M. Smith
Jeffrey Smith
Regional Commissioner/Head of Contracting Activity
Southeast Sunbelt Division (R4)



R. Phil Overton
Signature

JAHMAL OVERTON
[Witness type or print name]

Kristine L. Carson
Signature

Kristine L. Carson
[Witness type or print name]

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25th day of April, 2025, by Jeffrey Smith, Regional Commissioner/Head of Contracting Activity for the U.S. General Services Administration, Public Buildings Service, Southeast Sunbelt Division, an executive agency of the United States, with its principal place of business in Atlanta, GA. He is personally known to me or has produced GA D/E as identification.

Venessa Cratic Dillard
Notary Public, State of Georgia

Venessa Cratic Dillard
Name of Notary Typed, Printed or Stamped

LESSEE:

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

WITNESSES:

R. McCall
Signature
Rebecca McCall
[Witness type or print name]

By: Rickelle Williams
Rickelle Williams, City Manager

Quinn Rizzuti-Smith
Signature
Quinn Rizzuti-Smith
[Witness type or print name]

ATTEST:

David R. Solomon
David R. Solomon, City Clerk



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

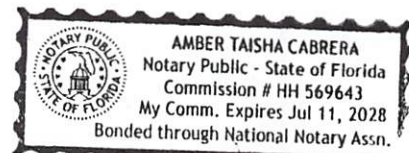
By: Lynn Solomon, Esq.
Assistant City Attorney

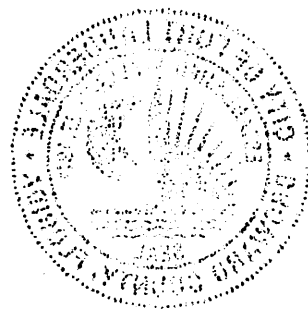
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 9 day of May, 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. She is ☒ personally
known to me or ☐ has produced _____ as identification.

Amber Taisha Cabrera
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped





ANTHONY J. ...
...
...
...
...

EXHIBIT A

Legal Description and Sketch of the Property

1. The first part of the document is a list of names and their corresponding addresses. The names are listed in the first column, and the addresses are listed in the second column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

FOR: BRASFIELD GORRIE

LEGAL DESCRIPTION OF:

PARKING GARAGE LEASE AREA

U.S. FEDERAL COURTHOUSE

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

NOTES:

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
3. THIS LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORIZED BY CRAVEN THOMPSON & ASSOCIATES, INC. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
4. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON, FOR MORE INFORMATION SEE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
6. THE BEARINGS SHOWN HEREON ARE BASED ON ARE BASED ON ASSUMED LINE, BEARING N02°10'06"W ALONG THE CENTERLINE OF SOUTHEAST 3RD AVENUE (VALENTINE AVENUE).
7. SEE SHEET 3 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.



Digitally signed
by Richard G.
Crawford JR.

Date: 2024.07.25

THIS SKETCH AND DESCRIPTION, COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.062, 17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2022\22-0016-001-01 US COURTHOUSE FORT LAUDERDALE\DRAWINGS\SKETCH_AND_DESC\22-0016-FPL UE

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D



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ENGINEERS • PLANNERS • SURVEYOR'S
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JOB NO.: 22-0016-001-02	SHEET 1 OF 3
DRAWN BY: AC	F.B.N/A PG.N/A
CHECKED BY: RGC	DATE: 07/22/2024

LEGAL DESCRIPTION OF
PARKING GARAGE LEASE AREA
U.S. FEDERAL COURTHOUSE
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: PARKING GARAGE LEASE AREA

A PORTION OF PARCEL "A", "REAMENDED PLAT OF BLOCK 3 LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 88°26'54" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°29'34" WEST, A DISTANCE OF 255.80 FEET;

THENCE NORTH 88°26'54" EAST, A DISTANCE OF 112.00 FEET TO A POINT ON A LINE 10 FEET WEST OF AND MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 75 FEET OF SAID PARCEL "A";

THENCE SOUTH 01°29'50" EAST ALONG SAID PARCEL "A", A DISTANCE OF 225.80 FEET;

THENCE SOUTH 88°26'54" WEST, A DISTANCE OF 51.17 FEET;

THENCE SOUTH 01°29'34" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A";

THENCE SOUTH 88°26'54" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.83 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 27,115.02 SQUARE FEET, (0.6225 ACRES), MORE OR LESS.

\\CTAFI02\SURVEY_PROJECTS\PROJECTS\2022\22-0016-001-01 US COURTHOUSE FORT LAUDERDALE\DRAWINGS\SKETCH_AND_DESC\22-0016-FPL UE.DWG



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JOB NO.: 22-0016-001-02	SHEET 2 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED 07/22/2024

EXHIBIT 1

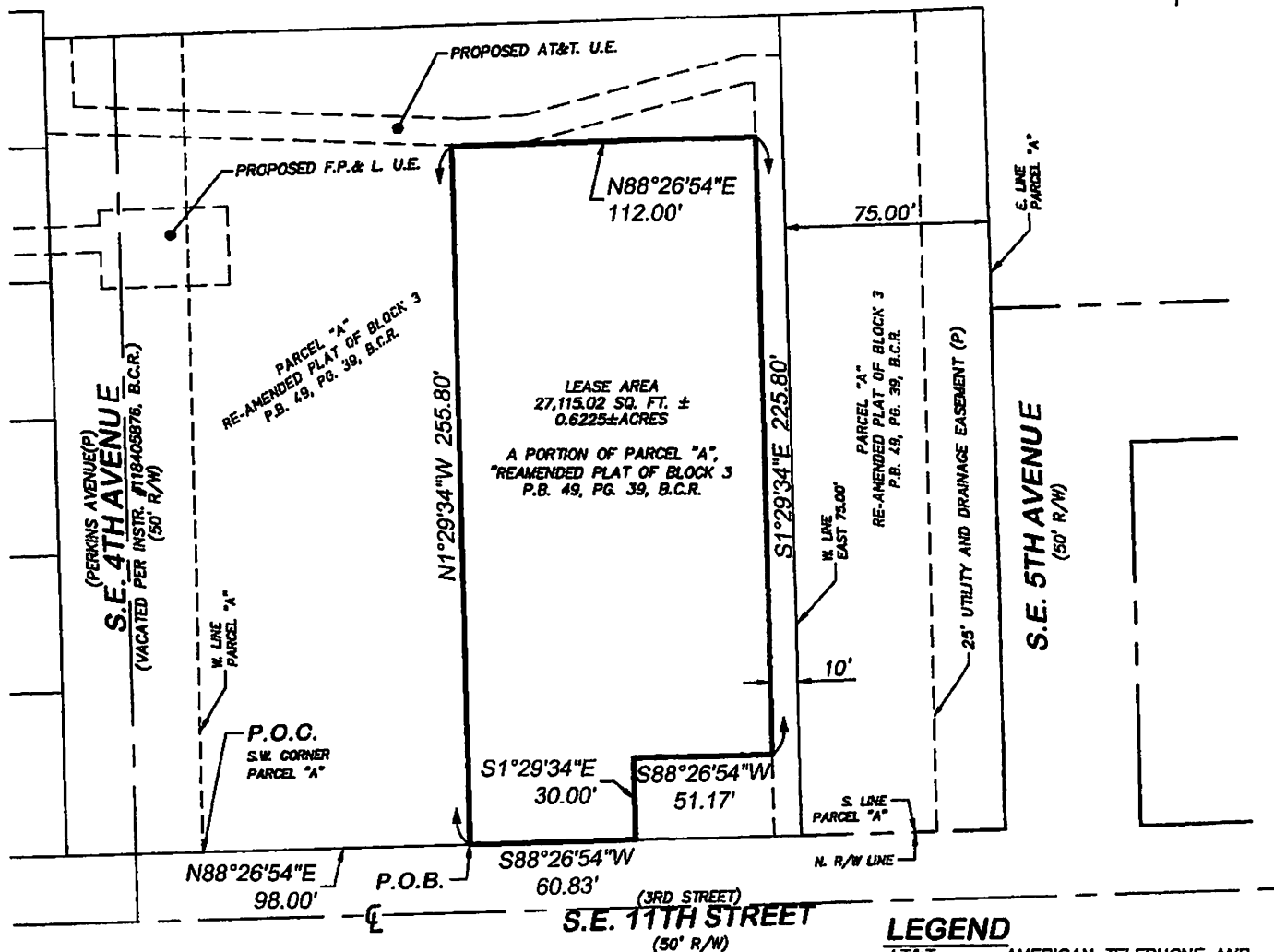
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PARKING GARAGE LEASE AREA

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CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

TARPON RIVER



LEGEND

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SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
	BREAK IN LINE SCALE



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JOB NO.: 22-0016-001-02	SHEET 3 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATE: 07/22/2024

RESOLUTION NO. 23-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, FINDING A PUBLIC PURPOSE; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND DELIVER AN EXCHANGE AGREEMENT BY AND BETWEEN THE UNITED STATES GENERAL SERVICES ADMINISTRATION AND THE CITY OF FORT LAUDERDALE AND ANY AND ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; ACCEPTING A GROUND LEASE WITH A MINIMUM TERM OF TWENTY-TWO (22) YEARS, SUBJECT TO CONDITIONS, AND ACCEPTING A UTILITY EASEMENT; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE GROUND LEASE AND ANY AND ALL DOCUMENTS NECESSARY OR INCIDENTAL THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about December 28, 2020, the United States of America (the "Government") acquired a fee simple interest in a 3.4480-acre tract of land consisting of seven parcels (the "Government Land") in Fort Lauderdale, Florida, for the purpose of designing and constructing a new Fort Lauderdale United States Courthouse and Federal Building thereon (the "Courthouse") to better meet the space and security needs of the U.S. District Court for the Southern District of Florida; and

WHEREAS, the Courthouse will consist of approximately 252,000 gross square feet and include 12 courtrooms, 17 judicial chambers and include workspace for the U.S. Court of Appeals, U.S. Bankruptcy Court, U.S. Marshals Service, U.S. Attorney's Office, and the U.S. Probation Office, generating robust daily operations that will create increased vehicular traffic and traffic congestion and a need for more public parking around the Courthouse; and

WHEREAS, the City, desiring to alleviate this traffic congestion and meet the future demand for public parking, has offered to construct a multi-level public parking garage consisting of approximately 350 spaces on approximately 1.25 +/- acres of Government Land (the "Exchange Parcel"), subject to conditions; and

WHEREAS, the City finds that constructing a parking garage for the public serves a public purpose; and

WHEREAS, the Government desires to lease the Exchange Parcel to the City for a minimum term of twenty-two (22) years by ground lease ("Ground Lease") and grant a utility

easement to the City for a sewage lift station and sanitary sewage lines (i.e. new sewer infrastructure improvements) in exchange for the City (1) providing design and construction services to relocate its sewage lift station and associated sanitary sewage lines and reroute a 30" water main ("Construction Services"), costs the Government otherwise would have to bear as part of the federal courthouse construction project, and (2) vacating SE 4th Avenue and SE 10th Ct. so the Government can consolidate all seven parcels and make beneficial use of the Government Land unencumbered by these Right of Ways (hereinafter the "Exchange"); and

WHEREAS, the City desires to provide the aforementioned Construction Services and vacate SE 4th Avenue and SE 10th Ct. in exchange for the Government granting the utility easement and Ground Lease, subject to the terms and conditions set forth in the Exchange Agreement, so that it can design, construct, maintain, and operate a public parking garage on the Exchange Parcel, with the right to retain all revenue generated therefrom for a minimum term of twenty-two (22) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the Proper City Officials are hereby authorized to execute and deliver the Exchange Agreement, in substantially the form attached to Commission Agenda Memorandum No. 23-0461, and such other documents and instruments related to the Exchange Agreement.

SECTION 2. The City Commission, subject to the conditions stated in the Exchange Agreement, accepts a Ground Lease, in form and substance approved by the City Manager, or his designee, with a minimum term of twenty-two (22) years and accepts a utility easement, in form and substance, as approved by the City Manager, or his designee.

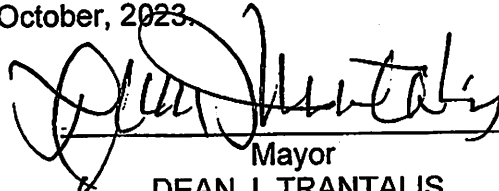
SECTION 3. The City Commission finds that constructing a garage for the public serves a public purpose.

SECTION 4. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the proper City officials.

SECTION 5. The recitals are true and correct and incorporated herein by reference.


SECTION 6. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 3rd day of October, 2023.



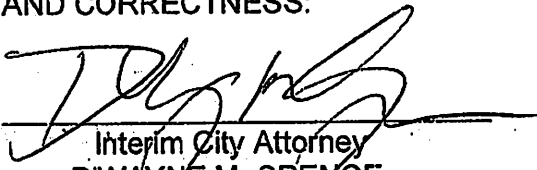
Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:
AND CORRECTNESS:



Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Warren Sturman Yea



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0489

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: May 6, 2025

TITLE: Resolution Approving a Ground Lease with the United States of America, through the General Services Administration, for the purpose of constructing, operating, and maintaining a multi-story public parking garage for the Fort Lauderdale Federal Courthouse located at 1000 SE 3rd Avenue; Delegating Authority to the City Manager to Execute the Ground Lease and Ancillary Documents; and Amending Resolution No. 23-225 - **(Commission District 4)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing the City Manager to execute a ground lease for the purpose of constructing, operating, and maintaining a multi-story public parking garage for the Fort Lauderdale Federal Courthouse with the United States of America through the General Services Administration, in substantially the form attached.

Background

The General Services Administration (GSA) is currently constructing a new federal courthouse building in Fort Lauderdale at 1000 SE 3rd Avenue. The new Fort Lauderdale Federal Courthouse is a 251,000 square foot facility with courtrooms, chambers, and limited secured parking spaces. The \$190,000,000 project is expected to be substantially completed by January 2026.

On July 5, 2022, the City of Fort Lauderdale City Commission authorized the City Manager to execute a Letter of Intent with the United States General Services administration regarding a proposed exchange agreement. The Letter of Intent was executed on July 8, 2022.

As defined in the Letter of Intent, The City of Fort Lauderdale was required to improve City infrastructure that would support the Federal Courthouse relocation effort. Specifically, the City committed to vacate existing rights-of-way, relocate and replace the A-16 pump station and to relocate a 30" water main. The right-of-way vacations and the infrastructure improvements have been completed.

GSA identified that a public purpose parking facility would need to be constructed on, or near the future courthouse site. As the cost to construct a parking garage exceeds the GSA budget, GSA contacted the City to determine if the City would be willing to construct a parking garage on 1.25 acres of the future courthouse parcel. The City procured Walker Consulting to conduct a parking study to determine the financial feasibility of a potential ground lease with a 350-space parking garage. The study determined it was financially viable for the City to finance, design, build, and operate a parking garage with a 20-year, zero-dollar ground lease. At the end of the lease agreement, the ground and parking garage improvements would revert back to GSA. The Walker Consulting study was updated in July 2023 to incorporate inflationary factors and confirm financial viability based on the model.

On October 3, 2023, the City and GSA entered into a 22-year Exchange Agreement where the value of the City's infrastructure improvements and rights-of-way vacations would offset the fair market rental value of the GSA land.

The proposed ground lease will provide the City with full control of a .6225-acre parcel. The term is for a 30-year period from the commencement date which is defined as the date a Certificate of Occupancy is issued for the garage improvements. The rent conditions have been satisfied through the Exchange Agreement resulting in no additional rent for the use of the parcel during the 30-year term. The lease obligates the City to develop a parking garage with no less than 275 parking spaces and should be completed within 60 months. The City's Transportation and Mobility Department will be responsible for the operations and maintenance obligations.

Resource Impact

The fiscal impact associated with this action is the cost to design and construct a parking garage. The initial capital cost estimates range is \$10,729,330 to \$13,940,573. The Federal Courthouse Parking Garage project (P12687) currently has \$6,781,563.60 and staff plans to finance the remaining needs through a revenue bond (less than 20 years). The federal courthouse parking garage revenue is expected to cover the debt service, operating and maintenance costs on an annual basis. If the garage revenues don't cover the cost, the citywide parking revenues, i.e. the parking fund, will be utilized to fund the obligations.

<i>Funds available as of April 22, 2025</i>					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-463-8999-545-60- 6599-P12687	Federal Courthouse Parking Garage	Capital Outlay /Construction	\$6,832,429.60	\$6,781,563.60	\$6,781,563.60
TOTAL ►					\$6,781,563.60

Strategic Connections

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community*.

Attachments

Exhibit 1 – Ground Lease

Exhibit 2 – Location Map

Exhibit 3 – Exchange Agreement

Exhibit 4 – Resolution

Exhibit 5 -Resolution No. 23-225

Prepared by: Ben Rogers, Acting Assistant City Manager, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

