

P(4) ✓ 2/28/13 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENTS: LAND LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA FOR PARCEL 17 AT FXE

Approved Comm. Mtg. on **NOVEMBER 20, 2012** CAM #12-2435 ITEM: CR-3

4/15/13
Processed
Original

Routing Origin: CAO

Also attached: copy of CAR copy of document ACM Form 3 originals

By: LB forwarded to: **SHARON DREESEN, TRANSPORTATION & MOBILITY**
Initials

1.) Approved as to Content:

Diana Alarcon
Department Director **2-19-2013**

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by

[Signature] Date: 2.20.13
Finance Director *OUS*

Amount Required by Contract/Agreement \$ _____ **There is a positive fiscal impact to the city in the amount of \$518,000**
Funding Source: _____

Dept./Div. TAM/Airport Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form: 4 Originals of each to City Mgr. By: DJ WILLIAMS-PERSAD

DJ WILLIAMS-PERSAD [Signature]

2013 FEB 25 PM 2:21

RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 4 originals to City Clerk.

6.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forwards 4 original documents to:

ANGELIA BASTO, FXE

Copy of document to _____ Original Route form to Linda Blanco, CAO

Attach 2 certified copies of Reso. # 12-231 File in date 11/20/12

2013 APR -9 PM 12:35

CITY CLERK

2013 APR 9 PM 3:52

2/28

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

2013 APR -9 PM 12: 35

CITY CLERK

Lease No. DACA01-5-13-301
CIV. ENG. SOUTH ATLANTIC DIVISION
MOBILE DISTRICT

**LAND LEASE
BETWEEN**

THE CITY OF FORT LAUDERDALE, FLORIDA

and

THE UNITED STATES OF AMERICA

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

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

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

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

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

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

4. The Government shall pay the Lessor rent at the following rate: **One Hundred Three Thousand and Six Hundred Dollars (\$103,600.00) annually at the rate of \$25,900 paid quarterly in arrears (February, May, August, November)**. Payment shall be made quarterly by: Commander, 81st Regional Support Command, Directorate of Public Works, Ft. Jackson, SC 29207.

INITIALS:  & 
LESSOR & GOVERNMENT

11-20-13
CR-3

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Lessor: CITY OF FORT LAUDERDALE

FED TAX ID NO. 59-6000319

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

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


By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

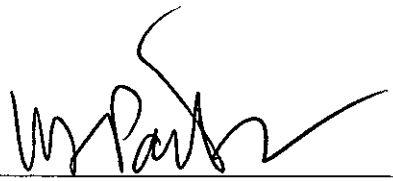
ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


DIANSJHAN WILLIAMS-PERSAD
Assistant City Attorney

THE UNITED STATES OF AMERICA

By: 
WILLIE L. PATTERSON III, Ed. D.
District Chief Real Estate
Real Estate Contracting Officer

4 INITIALS:  & 
LESSOR GOVERNMENT

Legal Description

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

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

Exhibit A

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INITIALS:


LESSOR


&
GOVERNMENT

Company Code: ARUR
 Business Entity: 12420
 Object Validity: 11/14/2012
 Business Entity Scl.: SPTWMO
 Building Scl.: SPTWMO

Item	Code	Description	Unit	QTY	Rate	Amount	Start Date	End Date	Location	Account	Category	Sub-Category	Item
13420	1	IT ALEXANDER KIMMINGER JR USAR	B	1.0	17440	17440	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	2	IT ALEXANDER KIMMINGER JR USAR	B	1.0	346005	346005	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2086	
13420	3	IT ALEXANDER KIMMINGER JR USAR	S	1.0	146021	146021	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2085	
13420	4	IT ALEXANDER KIMMINGER JR USAR	S	1.0	81210	81210	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	5	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346007	346007	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	6	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346008	346008	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	7	IT ALEXANDER KIMMINGER JR USAR	S	1.0	69010	69010	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	8	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346009	346009	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	9	IT ALEXANDER KIMMINGER JR USAR	S	1.0	82910	82910	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	10	IT ALEXANDER KIMMINGER JR USAR	S	1.0	87250	87250	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2086	
13420	11	IT ALEXANDER KIMMINGER JR USAR	S	1.0	1135077	1135077	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2086	
13420	12	IT ALEXANDER KIMMINGER JR USAR	S	1.0	81810	81810	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2086	
13420	13	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346011	346011	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	14	IT ALEXANDER KIMMINGER JR USAR	S	1.0	87110	87110	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	15	IT ALEXANDER KIMMINGER JR USAR	S	1.0	14375	14375	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	16	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85225	85225	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	17	IT ALEXANDER KIMMINGER JR USAR	S	1.0	1135062	1135062	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	18	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85225	85225	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	19	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85225	85225	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	20	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346014	346014	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2086	
13420	21	IT ALEXANDER KIMMINGER JR USAR	S	1.0	44322	44322	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2086	
13420	22	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85220	85220	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	23	IT ALEXANDER KIMMINGER JR USAR	S	1.0	69030	69030	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	24	IT ALEXANDER KIMMINGER JR USAR	S	1.0	1135061	1135061	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2086	
13420	25	IT ALEXANDER KIMMINGER JR USAR	S	1.0	87110	87110	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	26	IT ALEXANDER KIMMINGER JR USAR	S	1.0	81210	81210	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	27	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346016	346016	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	
13420	28	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85210	85210	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	29	IT ALEXANDER KIMMINGER JR USAR	S	1.0	346019	346019	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	30	IT ALEXANDER KIMMINGER JR USAR	S	1.0	14355	14355	07/01/1963		PORT LAUDERDALE	FL 1398855009	FEE	2080	
13420	31	IT ALEXANDER KIMMINGER JR USAR	S	1.0	85210	85210	07/01/1963		PORT LAUDERDALE	FL 105439363	FEE	2080	